MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

July 12, 2022

A. 9:02 AM Called to Order

Chair Smallcombe noted Agenda item I, the Public Finance Corporation meeting and K.7 Regular Agenda Items were withdrawn. The Vehicle Parking District item will be moved to after the Regular Agenda and a correction to CSA 1M noting the Chair is Supervisor Long and the Vice-Chair is Supervisor Forsythe.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:02 AM
Marshall Long	District III Supervisor	Present	9:02 AM
Wayne Forsythe	District IV Supervisor	Present	9:02 AM
Miles Menetrey	District V Supervisor	Present	9:02 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Public comment received from Pete Judy/Chief Probation Officer who commented on CA.18. noting law enforcement branches' jobs are to protect the community. Probation supervises these individuals to ensure they remain law-abiding citizens. Chief Judy sang the praises of his team.

Bill King/Executive Director of Mariposa Trails commented on CA.5 and gave a brief overview of the project and thanked the Board for recognizing this item.

Supervisor Long commented on CA.7, thanking County Counsel for bringing this item back with a longer lease.

Supervisor Menetrey commented on CA.18 apologizing for the change in

procedure in regards to proclamations and thanked the Probation Department.

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-2022-397**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration/Human Resources RES-2022-398**

Approve an Agreement with Liebert Cassidy Whitmore (LCW) to Provide Legal Services and Training in an Amount Not to Exceed $250,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Agricultural Commissioner RES-2022-399**

Approve Organic Program Cooperative Agreement No. 22-0388-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Chairman of the Board of Supervisors to Sign the Agreement

CA4. **Board of Supervisors RES-2022-400**

Ratify a Letter Opposing Assembly Bill 1608, Which Would Create Unavoidable, Significant Costs to Counties and Remove Existing Authority of Our Board of Supervisors

CA5. **Board of Supervisors RES-2022-401**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa Trails for the South Fork Merced River Trails Project; and Authorize the Board Chair to Sign the Letter (Supervisor Menetrey)

CA6. **Clerk of the Board of Supervisors (ID # 13043)**

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

CA7. **County Counsel RES-2022-402**

Approve a Five Year Lease Agreement with Homen Properties LLC for Office Space for the Grand Jury; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA8. **District Attorney RES-2022-403**

Approve Five Year Agreement with Ponderosa Storage to Provide Long-Term Evidence Storage to the County for $2,400.00 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services RES-2022-404**

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

CA10. **Health and Human Services RES-2022-405**

Approve Acceptance of Crisis Care Mobile Units (CCMU) Program Funding from the California Department of Health Care Services (CDHCS) in the Amount Not to Exceed $699,205; Authorize the Director of Mariposa County Health and Human Services Agency to Accept This Funding and Implement the Associated Program Activities; and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency CCMU Fund Budget for Additional Grant Revenue to be Received ($699,205) 4/5ths Vote Required

CA11. **Health and Human Services RES-2022-406**

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 ($217,925) 4/5ths Vote Required

CA12. **HHS/Behavioral Health & Recovery Services RES-2022-407**

Approve an Agreement with Willow Glen Care Center to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Via Mariposa County Behavioral Health in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **HHS/Behavioral Health & Recovery Services RES-2022-408**

Approve an Agreement with Mariposa Safe Families to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed $167,962; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **HHS/Community Services RES-2022-409**

Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2022-2023 in an Amount Not to Exceed $276,336; Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement

CA15. **HHS/Social Services RES-2022-410**

Approve a Three-Year Operational Agreement Between Mountain Crisis Services, a Program of Alliance for Community Transformations, Inc., and Mariposa County Health and Human Services Agency (HHSA) to Provide Services for Domestic Violence and Sexual Assault Victims; and Authorize HHSA Director to Sign the Agreement

CA16. **Planning RES-2022-411**

Approve a Three-Year Agreement with Environmental Systems Research Institute, Inc. (ESRI) for County Wide GIS Services Renewal Contract in an Amount Not to Exceed $82,500; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Probation RES-2022-412**

Approve Agreement with Stericycle, Inc. to Provide On-Site Confidential Document Shredding Services at 5091 Bullion Street, Mariposa, California; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Probation 2022-76**

Proclaim the Week of July 17Th through July 23Rd as "Pretrial, Probation, and Parole Supervision Week"

CA19. **Public Works RES-2022-413**

Approve Budget Action Reducing General Funds and Increasing Administration CARES ACT Fund for Emergency Repairs of the Coulterville Service Area District Well ($40,000) 4/5ths Vote Required

CA20. **Public Works RES-2022-414**

Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Over Owens Creek Bridge Replacement Project Extending the Term of Agreement to December 31, 2025, Adding Environmental Work, and Increasing Compensation by $210,030 for a New Not to Exceed Amount of $729,030.00; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA21. **Public Works RES-2022-415**

Approve the Request for Qualifications (RFQ) for On-Call A&E Consultant Services; Authorize the Public Works and Transportation Director to Select the Lowest Responsible Bidders; and Authorize the Board of Supervisors Chair to Sign the Agreements (Subject to Approval as to Legal Form by County Counsel)

CA22. **Treasurer-Tax Collector-County Clerk RES-2022-416**

Accept the Statement of Votes Cast as Certified to the Secretary of State on June 24, 2022

E. Departmental Presentation

Walter Wall/District Attorney introduced five summer interns through the AB109 funds from Probation, those interns were Kaene Soto, Michael Matheson, Elaina Mero, Joshua Mireles, and Sydney Jacobs all of which are current law students.

Pete Judy noted as part of AB 109 a plan was created to recruit future County employees and noted it has been wonderful to see so many local students in the program.

Monica Nielsen/Agricultural Commissioner gave a brief update on the Commercial Ag Livestock passes noting 40+ passes have been applied for which allows up to six or seven operators on a pass.

Joe Lynch/Health and Human Services Agency Director noted that Chief Judy and his team are wonderful for our community. Mr. Lynch gave the information for the Red Cross for Aqua Fire evacuees which was located at the New Life Christian Church and stated if individuals needed assistance to call HHSA at 209-966-2000. He noted that Dr. Kristina Allen would be filling the role of looking over Fire Fighter Health, COVID-19, and Health Workplace Safety Advisor. Mr. Lynch announced that four air monitors have been set up to monitor air quality and the public can visit www.purpleair.com to view the air

quality. He also stated that the County will no longer be contact tracing for COVID-19.

Chair Smallcombe thank Mr. Lynch and his team for the work done over the last several years as well as the email received from Elizabeth Darcy/HHSA Point of Information Officer who sent out how to create an air purifier out of a box fan. Mr. Lynch stated that box fan filters are available to individuals in need and they could call 209-966-2000 to request one.

Shannon Hansen/Public Works Director noted the OES project for tree felling in the Ferguson area has been completed and they are working with Melinda Barrett/Resource Conservation District on tree removal. She noted all backlogged OES projects are now complete. Ms. Hansen thanked HHSA, because of their assistance, Parks, and Recreation has been able to onboard seven new lifeguards and all pools are open for public use. She also announced once PG&E has completed its portion, the Downtown project will be completed.

Jonathan Farrington/Executive Director Mariposa Tourism Bureau on the topic of the Washburn Fire wanted to recognize Tony McDaniels for his efforts in finding lodging for displaced visitors. Mr. Farrington noted the several efforts made to keep in contact with incoming visitors regarding the current fire situation. He handed the Clerk of the Board a pocket guide to Yosemite as well as a TOT/Lodging report, however, the report given was not for Mariposa County, it was labeled Madera County.

Jacob Hawley/Mariposa Visitors Center noted the Visitors Center is seeing roughly 100 people each day. These visitors are asking about smoke and air quality. He also announced Made in Mariposa received its own 501C and is now its own entity

1. **Clerk of the Board of Supervisors (ID # 13314)**

Handouts from Departmental Presentation Portion of the July 12Th, 2022, Meeting

RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:43 PM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code Announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

9:44 AM Chair Long called the meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Public Works CSA1M-2022-5**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro); and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2022-23.

Shannon Hansen gave the staff report noting this is an annual report. The fees reported will be placed on the tax role. No public comment.

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

Adjourn CSA 1M

9:47 PM Chair Long adjourned the CSA 1M meeting.

H. LOCAL TRANSPORTATION COMMISSION

9:47 AM Chair Smallcombe called the meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2022-15**

Approve a Letter of Understanding for the Exchange of $1,540,782 in Congestion Mitigation Air Quality Improvement (CMAQ) Funds with the Metropolitan Transportation Commission (MTC); and Authorize the LTC Executive Director to Sign the Letter of Understanding

Matt Hespienhide/County Engineer gave the staff report noting they would like to use these funds to pave roads. No public comment. Commissioner Menetrey recused himself as he lives on Leonard Road.

RESULT:	**ADOPTED [3 TO 0]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Marshall Long, District III Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
RECUSED:	Miles Menetrey

Adjourn LTC

9:50 AM Chair Smallcombe adjourned the LTC meeting.

I. MARIPOSA PUBLIC FINANCE CORPORATION

1. **Administration (ID # 13094)**

Mariposa County Public Finance Corporation Annual Meeting

RESULT: **WITHDRAWN**

Reconvene as Board of Supervisors

9:50 AM Chair Smallcombe reconvened the Board meeting.

J. Regular Agenda Items

1. **Public Works RES-2022-417**

PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Delinquent User Fees on the FY22-23 Property Tax Roll

Shannon Hansen gave the staff report noting this is an annual 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, Miles Menetrey

2. **Public Works RES-2022-418**

PUBLIC HEARING: to Adopt the Current Fee Structure for Countywide County Service Area No. 1, Road Maintenance for Zones of Benefit, and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2022-23

Shannon Hansen gave the staff report. Noting this is an annual item that allows for the Zone of benefit fees to be placed on the tax role. 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, Miles Menetrey

3. **Planning RES-2022-419**

Adopt a Resolution Approving the Submittal of an Application for a Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Planning Director to Sign Future Grant-Related Documents, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Sarah Williams/Planning Director introduced the item and turned the item over to Hannah Harrison/Planning Department Fellow who gave the staff report. No public comment. Board discussion ensued.

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

4. **Administration 2022-ORD-1176**

Waive the Second Reading and Adopt an Ordinance Titled "Purchasing", Which Will Amend Title 3.08 of Mariposa County Ordinance Code Regarding County Purchasing Authority

Dallin Kimble/County Administrative Officer gave the staff report noting this was extensively discussed. 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-2022-420**

Ratify the Vice Chair's Signature on Documents to Close Escrow on the Fire Station and Property at 5273 Highway 49 North in Mariposa; Approve a Certificate of Acceptance for the Property; and Authorize the Board of Supervisors Chair to Sign the Certificate

Dallin Kimble gave the staff report noting that on July 1st, Mariposa County Fire assumed responsibility for town, which included the property and equipment. Public comment was received by Jonathan Noel who asked if anyone was manning the MPUD Fire station across from the Highway Patrol Station. Mr. Kimble answered Mr. Noel's question that it remains a volunteer station, even under County authority. Board discussion ensued and kudos given.

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. **Administration/Human Resources RES-2022-421**

Approve an Amendment to the County Librarian Job Description to Allow Consideration of a Broader Combination of Education and Experience

Dallin Kimble gave the staff report noting there has been public interest in this item. Mr. Kimble gave an update on the recruitment and noted that no qualified applications were received in the first round of recruitment. No public comment. Board discussion ensued.

AMENDMENT: Add correct degree title which is Master Library and Information Systems (MLIS).

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

7. **Clerk of the Board of Supervisors (ID # 12882)**

Approve Amendments to the Committee Policy, Effective Immediately

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/4/2022 9:00 AM**

K. Items removed from Consent Agenda

None.

Recess

10:37 AM Chair Smallcombe recessed the Board for a brief break and reconvened at 10:43 AM where the Clerk of the Board read the Government Code announcement.

L. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

10:43 AM Chair Forsythe called the meeting to order.

Public Comment Period

None.

Parking District Regular Agenda

1. **County Counsel VPD-1-2022-4**

Approve a Lease Agreement Within the Parking District July 1, 2022 Terminating on June 30, 2023; and Authorize the Parking District Chair to Sign the Agreement

Steve Dahlem/County Counsel gave the staff report noting this is for the parking lot behind Grizzly Gas, also known as the Garber Lot. No public comment. Supervisor Long emphasized the importance of keeping this property as a parking lot.

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

Closed Session

2. **Administration (ID # 13132)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: 5023 Highway 140, 5024 Highway 140, 5025 Highway 140, 5026 Highway 140, 5027 Highway 140, 5028 Highway 140, 5029 Highway 140, and Assessor's Parcel Number (APN) 013-184-012; Negotiating Parties: Su Carney, Cary S. Greenamyer Trust, Frank Rose, Nancy Pimentel Trust, James & Maryetta Dulcich Trust, and Mary Foster, Respectively; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

Public comment received from Jonathan Noel who asked where these lots were located. Dallin Kimble answered nothing these properties are along the Downtown corridor and they are properties that touch parking lots.

10:47 AM Chair Forsythe moved the VPD Board into closed session.

RESULT: CLOSED SESSION HELD

Reconvene

11:18 AM Chair Forsythe reconvened the VPD meeting.

Report Out

Chair Forsythe reported during closed session information was received and direction was given.

Adjourn Parking District

11:18 AM Chair Forsythe adjourned the VPD meeting.

Reconvene as the Board of Supervisors

11:18 AM Chair Smallcombe reconvened the Board meeting.

M. Closed Session

11:19 AM Chair Smallcombe recessed the Board into closed session.

1. **Board of Supervisors (ID # 13154)**

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

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

11:54 AM Chair Smallcombe reconvened the Board meeting and reported during closed session information was received.

Recessed for Lunch

11:55 AM Chair Smallcombe recessed the Board for lunch.

N. 2:03 PM Reconvene

Chair Smallcombe reconvened after some technical difficulties

1. **Planning (ID # 13142)**

Receive Information About a Proposed Realtor/Contractor/Appraiser Seminar Regarding How to Access Mariposa County Property Information

Sarah Williams introduced Corrina Miranda/Code Compliance Technician who gave a PowerPoint presentation noting this is for education to the public on how to access property information in Mariposa. Public comment was received by Karen Smith who thanked the staff for putting together noting this is a step forward in working with realtors. Ms. Smith also noted that it should be mandatory that relators gather this information for their clients and disclose everything that is found. Board discussion ensued and all 4 Supervisors agreed that this is a seminar that should be given.

RESULT: INFORMATION RECEIVED

O. Board Information

None.

P. Adjournment

2:56 PM Chair Smallcombe adjourned the meeting in memory of Stephen Francis Dunbar and David L. Hanson.

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 2022-397

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-398

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Legal Services Agreement with Liebert Cassidy Whitmore

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Liebert Cassidy Whitmore (LCW) to Provide Legal Services and Training in an Amount Not to Exceed $250,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

LCW represents the County in various personnel matters and negotiations with labor unions, and the previous contract has recently expired. LCW staff additionally provides periodic training services.

LCW is a premier labor law firm with offices throughout the State and staff has access to expert attorneys at all of their locations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous Agreement with LCW was approved by the Board on July 27, 2021 in the amount of $250,000. The Board of Supervisors has been approving agreements with LCW since 1991.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement and hire another labor law firm for legal services. However, a negative action would result in an interruption of continuity since LCW is currently representing the County in existing personnel matters. A negative action would also leave unpaid invoices for services rendered by LCW attorneys.

FINANCIAL IMPACT:
Funding is budgeted in the various affected funds.

ATTACHMENTS:
Liebert Legal Svcs Agt 7-2022 (PDF)

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

REF ID# 13124

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Liebert Cassidy Whitmore, a professional corporation ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $250,000. The Contractor's hourly rates are listed in Exhibit B, "Fee Schedule," and technology fees to manage electronically-stored information are described in Exhibit C, "Schedule II - LCW Litigation and E-Discovery Management." The 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 the 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 the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

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

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

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

(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 acts or omissions to act 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 the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

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. ASSIGNMENT

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

10. 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:
J. Scott Tiedemann
Liebert Cassidy Whitmore
6033 W. Century Blvd., Suite 500
Los Angeles, CA 90045

COUNTY:
County of Mariposa
P.O. Box 1917
Mariposa, CA 95338

11. COMPLIANCE

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

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12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Human Resources Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

16. 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.

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

17. DISPUTES

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

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

18. CAPTIONS

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

19. 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.

20. MANDATORY AND PERMISSIVE

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

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

25. AUTHORITY

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

26. 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.

27. NO RELIANCE ON REPRESENTATIONS

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

28. 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.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services 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

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

such reduction or modification of the County budget, or offer an Agreement amendment 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	J. Scott Tiedemann Managing Partner
ATTEST:	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

Exhibit A

SCOPE OF WORK

Contractor will provide consultation, representation, training services, legal services including representation in negotiations, administrative, and court proceedings, and other similar services that will assist the Human Resources Office with personnel-related issues.

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

Exhibit B

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

HOURLY RATES

Partners	$415.00
Senior Counsel	$345.00
Associates	$230.00 - $325.00
Labor Relations/Human Resources Consultant	$260.00
Paralegals	$145.00
E-Discovery Specialists	$145.00
Law Clerks	$145.00 - $185.00

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

Exhibit C

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today's complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

Attachment: Liebert Legal Svcs Agt 7-2022 (RES-2022-398 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-399

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA

RECOMMENDATION AND JUSTIFICATION:
Approve Organic Program Cooperative Agreement No. 22-0388-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Chairman of the Board of Supervisors to Sign the Agreement.

This is an annual cooperative agreement for work performed in Mariposa County in the enforcement of the California Organic Foods Act. Funds will be received for any new or amended registrations of organic producers or handlers. In addition, funds will be received for spot inspections of organic producers, handlers, processors, restaurants, and retail stores as well as Farmer's Markets. Funds will also be available for investigations of any complaints or residue sampling for violations of the California Organic Foods Act.

The total available in Fiscal Year 2022/2023 for this agreement is $1725.00

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Last year's Organic Program agreement was approved by Resolution No. 2021-407

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement subvention funds will not be received for organic registration of producers or handlers in the county, spot inspections, residue sampling, or for any complaint investigations performed.

FINANCIAL IMPACT:
The subvention amount of $1725 for this agreement was included in the FY 2020/2021 budget revenues

ATTACHMENTS:
22 23 Organic Agreement (PDF)
22 23 Organic CDFA Compliance Notice (PDF)

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

REF ID# 13153

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.10/2021)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
22-0388-000-SA

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

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

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: $1,725.00

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

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages
Attachments: Scope of Work and Budget	

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
P.O. Box 905 Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

BM

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections according to the California Organic Food and Farming Act.

Project Title: Organic Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

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

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

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

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

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

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

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

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

20. News Releases/Public Conferences

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

21. Scope of Work and Budget Changes

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

22. Reporting Requirements

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

23. Equipment

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

24. Closeout

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

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

25. Confidential and Public Records

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

26. Amendments

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

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

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

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

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

2. Allowable Expenses and Fiscal Documentation

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

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

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

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

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

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

State Organic Program (SOP) Cooperative Agreement
2022/2023 Scope of Work

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) State Organic Program (SOP) staff. The county receives $60.00 for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid $225.00 for each spot inspection completed for producers, restaurants, handlers, processors, retail stores, and other applicable organic operations. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of $75.00 for the initial visit and first organic participant inspected. An additional $10.00 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid a flat rate of $130.00 for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing**.

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA SOP staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA SOP staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA SOP staff via voicemail or email. CDFA SOP staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the $130.00 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County staff are expected to conduct investigations, which includes preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigation expenses and expenses incurred for residue samples collected as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices for the SOP to CDFA for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

TRAINING

County staff are expected to review the CDFA SOP website and attend training conducted by CDFA SOP staff.

County staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the links and instructions under the **Training for Organic Certifiers and Inspectors** section to register on the Organic Integrity Learning Center and complete the following courses:
    - NOP-30: Fundamentals of an Inspection
    - NOP-090: Organic Dairy Compliance (Only required for counties with organic dairy operations)

2. Sound and Sensible Website: *Exploring the Organic Option* Training Videos
    - The Road to Organic Certification
    - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website: Use the links and instructions under the **Training for Organic Certifiers and Inspectors** section to register on the Organic Integrity Learning Center and complete the following course:
    - NOP-070: Advanced Inspections: Investigations

2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to outside agencies. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with Section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2022; and 2) for work completed from January 1 to June 30, 2023. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

Procedures are outlined in the SOP Quality Systems Manual. For additional questions, please contact the CDFA SOP.

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

Mariposa Fiscal Display FY 2022/2023

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations**.

Spot (Random) Inspection Assignments

Amount		Rate	Total
4	@	$225.00	$900.00

Farmers Market

Amount		1st Organic Participant		Estimated Additional Organic Participants			Total
1	@	$75.00	+	3	@	$10.00	$105.00

Estimated Assisted Registrations

Amount		Rate	Total
1	@	$60.00	$60.00

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
2	@	$130.00	$260.00

Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total
$400.00

Total for 2022/2023 **$1,725.00**

Attachment: 22 23 Organic Agreement (RES-2022-399 : 2022/2023 Organic Program Cooperative Agreement No 22-0388-000-SA)

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
Karen Ross, Secretary

NOTICE: Compliance with Economic Sanctions Imposed in response to Russia's Actions in Ukraine

Dear Recipient:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. This notice applies to current and future agreements (contracts, grants, and cooperative agreements) with the California Department of Food and Agriculture.

This correspondence serves as a notice under the EO that as a contractor or grantee with the California Department of Food and Agriculture, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of agreements, as applicable.

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-400

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Letter Opposing AB 1068

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter Opposing Assembly Bill 1608, Which Would Create Unavoidable, Significant Costs to Counties and Remove Existing Authority of Our Board of Supervisors.

In Mariposa County, the office of the public administrator is also consolidated with the local sheriff's office. Although AB 1608 does not require counties to create an independent Office of the Medical Examiner, many counties, including Mariposa, may be forced to do so. This would be a burdensome undertaking of creating a new county office that would unnecessarily reduce services for our residents in other areas.

The bill's author intends to eliminate potential conflicts or interference in the event law enforcement is involved with an incident leading to a fatality. Such an incident is less likely in our rural law enforcement operations than it might be in some of our more urban neighbors. Our local sheriff reports that it is already our practice to refer cases to neighboring counties when a potential conflict exists.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved letters supporting or opposing legislation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the letter. Individual members of the Board may write their own letters of support or opposition as desired.

ATTACHMENTS:
Letter AB 1608 (PDF)

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

REF ID# 13151

Mariposa County
Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... TOM SWEENEY
District 3 ..... MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

June 27, 2022

The Honorable Mike Gipson
California State Assembly
1021 O Street, Room 8110
Sacramento, CA 95814

Re: Assembly Bill 1608 (Gipson) – County officers: consolidation of offices – OPPOSE

Dear Assembly Member Gipson,

On behalf of the County of Mariposa, I respectfully write in opposition to AB 1608, which would create unavoidable, significant costs to counties and remove existing authority of our board of supervisors.

AB 1608 eliminates the authority of all counties to combine the duties of the Sheriff and coroner by way of ordinance. Although AB 1608 does not require counties to create an independent Office of the Medical Examiner, many counties, including Mariposa, may be forced to do so. Establishing and sustaining a new medical examiner operation would introduce burdensome challenges with regard to staffing, available resources, security and physical space. Even with financial support, which would be necessary to succeed, securing an office in Mariposa without further depleting our housing stock may not be possible even over three years.

To be clear, the current draft of AB 1608 permits counties to consolidate the functions and duties of the coroner with other county offices, such as the public administrator. In Mariposa County, the office of the public administrator is also consolidated with the local sheriff's office. With few obvious connections to coroner services in other offices, severing this connection contributes to the challenges mentioned already.

We understand the intent of AB 1608 is to eliminate potential conflicts or interference in the event law enforcement is involved with an incident leading to a fatality. Such an incident is less likely in our rural law enforcement operations than it might be in some of our more urban neighbors. Our local sheriff reports that it is already our practice to refer cases to neighboring counties when a potential conflict exists. While we understand and agree that law enforcement

Attachment: Letter AB 1608 (RES-2022-400 : Letter Opposing AB 1068)

must be objective, we cannot support legislation that creates excessive administrative and financial burdens based on a hypothetical scenario that, for us, is anything but routine.

Removing the coroner from the Sheriff's office would strip the board of supervisors of its authority and responsibility to organize county operations to maximize the efficiency and effectiveness of our operations. It may be that, with time and flexibility to consider options, a contract for services or a regional effort would sufficiently meet our local coroner needs with less service disruption and fewer reductions to other services than we anticipate with the draft bill. Again, our preference would be to address only those scenarios where a conflict may exist; but even if a broader action is necessary, the board of supervisors should be given maximum discretion to determine how to meet the intent of the bill.

As written, AB 1608 points to the burdensome undertaking of creating a new county office that would unnecessarily reduce services for our residents in other areas. It addresses a problem that has not yet occurred in Mariposa with too broad of a brush, as if it were a regular occurrence. It does not provide sufficient local discretion, which could yield better solutions, and does not clearly allow for implementation after the sheriff's current term in 2027.

Accordingly, I must regretfully notify you of Mariposa's opposition of AB 1608. We would welcome any opportunity to provide feedback that could make this bill acceptable for Mariposa.

Sincerely,

7606071443D
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: Letter AB 1608 (RES-2022-400 : Letter Opposing AB 1068)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-401

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Letter of Support for Mariposa Trails Grant Application

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for a Grant Application Submitted by the Mariposa Trails for the South Fork Merced River Trails Project; and Authorize the Board Chair to Sign the Letter (Supervisor Menetrey).

Mariposa Trails has requested a Letter of Support from the Mariposa County Board of Supervisors to include in their Grant Package to the Sierra Nevada Conservancy.

This project aligns with plans and projects already in place within Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve request for a letter of support. This could possibly impact grant scoring and could jeopardize the project.

ATTACHMENTS:
Mariposa Trails Support Letter.doc (PDF)

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 Board of Supervisors

District 1 ...ROSEMARIE SMALLCOMBE
District 2 .....VACANT
District 3 .....MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 .....MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

Danielle Bondshu
Clerk of the Board

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

July 12th, 2022

Re: South Fork Merced River Trails Project

Angela Avery
Sierra Nevada Conservancy
11521 Blocker Dr., Suite 205
Auburn, CA 95603

Dear Ms. Avery,

On behalf of the Mariposa County Board of Supervisors, we would like to voice our full support for the South Fork Merced River Trails Project. We would like to encourage SNC to award a grant to the applicant, Mariposa Trails.

The Mariposa County Board of Supervisors is dedicated to enhancing our recreation for the benefit of our community and the many visitors that visit our county. The Board supports and has adopted projects such as the Economic Vitality Strategy (EVS) Update, Recreation and Resiliency Plan, and the Merced River Trail Vision Plan. We also support projects such as the Mariposa Creek Parkway. These plans show the importance of trail connectivity throughout our county.

The notable outcomes of this project align with many of our objectives, such as strengthening the economic sustainability (through provision of local outdoor destinations outside of Yosemite National Park); improvement of the quality of life for residents and visitors from the region; and increased safety for trail users.

We thank you for your time and urge you to consider Mariposa Trails' application. This project is an impactful outdoor recreation project that will enhance the quality of life for many. Please let me know if you have any questions.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: Mariposa Trails Support Letter.doc (RES-2022-401 : Letter of Support for Mariposa Trails Grant Application)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

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

BACKGROUND AND HISTORY:

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

ATTACHMENTS:
5.4.2022 MINUTES for BHB MEETING(PDF)
211215 MCFAC MTNG DECEMBER 15 MINUTES (PDF)
220119 MCFAC MTNG JANUARY 19 DRAFT MINUTES (PDF)
220216 MCFAC MTNG FEBRUARY 16 DRAFT MINUTES (PDF)
220316 MCFAC MTNG MARCH 16 DRAFT MINUTES (PDF)
220411 HSRPC Final Minutes with corrections (PDF)
220427 MCFAC MTNG SPECIAL APRIL 27 DRAFT MINUTES (PDF)
220509 HSRPC FINAL Minutes (PDF)
220518 CCAC #9 FINAL Minutes (PDF)
CCAC 5 4 2022 minutes FINAL (PDF)

Information Item

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

MINUTES
May 4, 2022
12:30 p.m. – 2 p.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

To attend on computer or smartphone (audio only) login to Zoom:
https://zoom.us/j/98598345239?pwd=OHNVVldlZ2dvUHdkWHJxdEFyR0o3Zz09
Meeting ID 985-9834-5239, passcode 123456

To attend via telephone, call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Members Present: Paul Brickett, Debbie Woodbury, Olga Leonard, Rosemarie Smallcombe, Cpt. Sean Land, Matt DiPirro, Ellie McQuarrie

Members Excused: None

Members Absent: None

Guests Present: Megan Atkinson, Tiffany Romero

Staff Present: Lynn Rumfelt, Janice Braly

Quorum: Yes

I. **Call to Order/Roll Call:** Meeting was called to order at 12:33 p.m. by Paul Brickett, Chair. Roll call introductions were made.

II. **Approval of Meeting Minutes for March 2, 2022 and April 6, 2022 (attachments):** Cpt. Sean land made a motion to approve minutes for March 2, 2022, and Ellie McQuarrie seconded the motion. Members Paul, Sean, Ellie, Matt and Olga voted "aye," Rosemarie and Debbie abstained, none were opposed. **Minutes for March 2, 2022 were approved with a vote of 5:2.** Cpt. Sean Land made a motion to approve minutes for April 6, 2022, and Debbie Woodbury seconded the motion. Members Paul, Sean, Ellie, and Debbie voted "aye," Rosemarie, Matt and Olga abstained, none were opposed. **Minutes for April 6, 2022 were approved with a vote of 4:3.**

III. **Mission Statement:** The mission statement was read by Paul Brickett

IV. **Public Comments:** None

V. **Agenda Items**

A. Announcements:

Approved 6/1/2022

Attachment: 5.4.2022 MINUTES for BHB MEETING (13043 : Receive Minutes of the Committees)

1. May is Mental Health Awareness Month! The proclamation was received on Tuesday, May 3rd, at the BOS.
2. BHB Annual Report to be presented to the BOS on May 10, 2022: **Please note the date has changed to May 17, 2022.**
3. Elections for new Chair and Vice Chair will be done at the June 1, 2022 BHB meeting. If interested in running for a seat or making a nomination, please contact Donya Evans.

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** Tiffany Romero reported that doors are now open, and all services are in-person. Total served: 136 in the drop-in center, 19 in housing navigation, and 33 in healthcare navigation. Recovery supports: 60 recovery supports to 20 clients in drop-in center, 13 in drug court, 10 in jails. Food boxes were provided for 58 households (107 people).
2. **Mariposa Minds Matter:** Janice Braly reported MMM had a booth at the Butterfly Festival – there were over 135 engagements documented and many more visits not documented. Informational flyers and handouts were offered, and an interactive game educated participants on mental health. Thank you to everyone who helped – Paul, Ellie and Olga, and everyone on the MMM Committee. Janice will find out if there are plans to have a booth at the County Fair in September.
3. **Probation:** Matt DiPirro reported that Probation continues to work with jail regarding programming and also continue to work with court on risk assessment tool for pretrial program – called the Virginia Tool. Probation participated at the Mariposa Safe Families event on April 9.
4. **Connections Shelter:** No report.
5. **Mariposa Safe Families:** Megan Atkinson reported MSF is now fully staffed and open M-F, 8:30 to 5:30. Family Resource Center is open – call ahead for appointments to make sure computers are available. Youth programs are going great with over 32 kids involved and hope to have another space available by mid-July for expanding program. Bingo night at the end of April had 75 participants – MHH was present, as well as Todd Davidson and Sunday Moore from the BHRS SUD team, to do outreach and inform on services they offer. MSF youth received proclamation at the BOS for Alcohol Awareness in April and will return to the BOS on May 24 to receive proclamation for "flavored tobacco advocacy week."
6. **Native Solutions:** No report

C. Old Business:

1. Review and vote on approval of the revised bylaws that were submitted to the BHB on 4/19/2022 (attachment): Draft bylaws were reviewed. Copy of draft bylaws was sent to Danielle Bondshu at the BOS but we have not received feedback. Thank you to Paul, Debbie and Sean for their work on this project. Ellie McQuarrie made a motion to approve bylaws as currently written, and Cpt. Sean Land seconded the motion. All members present voted "aye," none abstained, none were opposed. **Bylaws of the Mariposa County Behavioral Health Board, updated on May 4, 2022, per BOS Resolution 2022-115 were approved with a unanimous vote of 7:0.**

D. New Business: None

E. Review and Discuss Policy/Legislative Issues Relevant to the BHB:

1. Rosemarie Smallcombe shared that implementation of master plan on aging is moving forward. There was a presentation by the new Director of California Department on Aging in April at the CSAC meeting and they are not moving

Approved 6/1/22

Attachment: 5.4.2022 MINUTES for BHB MEETING (13043 : Receive Minutes of the Committees)

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

forward with the hubs and spokes initiative. Current structure which involves delivery of meals and family caregiver services will continue through area agencies.

2. There are two pieces of legislation that have been introduced new program CARE (Community Assistance Recovery and Empowerment). This is directed at individuals living with psychiatric conditions. CARE will allow clients to go to civil court with a public defender and work with BHRS to develop treatment plans, assist with housing and treatment. Lynn added the biggest concern is mandating housing resources – how will we provide housing if we do not have the resources.
3. CalAIM: Lynn Rumfelt provided overview of CalAIM to the BOS and it was agreed that the BHB should receive a presentation in June or July.

F. Review and Discuss BHRS Contracts (Quarterly): Lynn Rumfelt reported that Joe Lynch has directed Quality Assurance to report quarterly on what agreements have been entered in to and their purposes. Last quarter there were three: Aurrera is a consultant helping with CalAIM, not to exceed 84k; Sierra Quest agreement (second amendment) not to exceed 250k; and Sean Quinn for crisis work (first amendment) extended to 75k. Rosemarie mentioned next quarter will have a lot of contracts go through due to treatment beds being in short supply and the need to contract with everybody who is a provider in the event a client needs placement. The funds might not be used, it depends on our needs. Contracts are like permission to spend up to a certain amount. Similarly, when contracting with subcontractors, it gives permission to pay a certain amount. Paul asked to look at last years' contracts and how much was spent. Lynn explained this info might be hard to extract but will take it back to leadership for discussion. Rosemarie said it would be helpful for BHB members to lay out what information they're looking for, what elements they want to see and what they are trying to achieve. Paul will write a memo with specifications of the request and send to Rosemarie, Baljit and/or Donya. Paul also suggested forming a contracts committee, but this will wait until the memo is done and BHB has reviewed the data.

G. Staff Reports:

1. **Director of HHSA:** Joe Lynch – no report.
2. **Director of Health Services:** Baljit Hundal – no report.
3. **Deputy Director of BHRS:** Sheila Baker – no report.
4. **Financial:** Randy Ridenhour or Gosia Gwiazda – no report.
5. **Quality Assurance:** Lynn Rumfelt reported that yesterday the BOS voted to have Joe Lynch as the permanent director of HHSA. The QA was reviewed (report will be sent out via email after the meeting).

VI. Adjournment: Meeting was adjourned at 1:49 p.m.

Next Meeting: The next meeting will be held on June 1, 2022 at Mariposa County Health & Human Services and via teleconference, 12:30 to 2 p.m.

Submitted,

Approved 6/1/2022

Attachment: 5.4.2022 MINUTES for BHB MEETING (13043 : Receive Minutes of the Committees)

Donya Evans
Recording Secretary

Approved 6/1/2022

Attachment: 5.4.2022 MINUTES for BHB MEETING (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

DATE: Wednesday DECEMBER 15, 2021
TIME: 9:30 AM
LOCATION: Go To Meeting/Call in – Conference Meeting (see below for participation information)
Host Location – Mariposa County Government Center
5100 Bullion Street, Mariposa, CA 95338
Lower Floor, Development Services

1. **Roll Call:** *Steve Ward, Steve Engfer, Barbara Cone, Dave Angelini, Tom Sweeney, Russ Marks, Wes Smith, Chris Bernard, Ron Plummer, Hannah Harrison, Melinda Barrett, Mike Keyser, Marshall Long and Laura Norman.*

Meeting called to order at 9:36.

2. **Resolution:** At the beginning of each meeting we will vote on whether we want to have an all in-person meeting or only teleconference. The public will have the option to call in for either format.

ACTION- Motion to meet by teleconference on this day. Approved.

3. **Approval of Minutes:** Minutes of November 17, 2021.

ACTION- Minutes approved.

4. **Public comments -** none

5. **Discussion and Possible Action:**
   a. Consideration of the draft Mariposa Committee Policy and Resolution Ver 2.0.
   René provided draft document and is looking for feedback by February. Chairmen will compare this document to the MCFAC Resolution to draft feedback for René. Will put it on the list of topics to bring up at the January 13th BOS meeting.

   b. MCFAC Membership: Recommend to BOS to add Sierra Tel to committee and appoint Laura Norman. Discussion about others that were supposed to be carried over from the Tree Mortality Task Force.

ACTION: It was moved and second to put Sierra Tel on MCFAC as a voting member with Laura Norman as representative. Approved.

Be careful adding members that will affect quorum when we have low attendance. Only filled positions count toward quorum. If the seat does not have an assigned representative it does not count.
Can a representative appoint a proxy to attend if they are not available? Steve E will review the policy to make sure there are no issues, and include if it is missing.

   c. Countywide Community Wildfire Protection Plan (CWPP)
      i. Progress Reports: none
      ii. Hannah Harrison has started on the template for community plans and town hall meetings, and has what she needs to complete them.
      Working with GIS to reduce the communities from 38 down to a more manageable number, like 16 (without Yosemite West). Leverage work done by community groups. Align with Structure Defense maps for risk assessment to use during an emergency event.
      JP from CAL FIRE is sending files to Ben @ County. FSC would like a copy for grant applications to brush and chip grants. Make sure they are not proprietary & confidential.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Fire Department at 209-966-4330.

Attachment: 211215 MCFAC MTNG DECEMBER 15 MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

When draft comes out from GIS it will be important for adhoc to review and make sure all areas are included.
Goal set of getting the GIS product to MCFAC in January or February, with Town Halls in April/May before fire season. That way we'll have the most public participation.

d. Firesafe regulations update

Changes to County Firesafe regulations have been posted. There are 76 pages of edits to the draft. BOS hopes to have updates approved in about 6 months. Challenge will be on single building permits and secondary access. There are many components to keep in mind.

e. MCFAC update to the BOS on December 7th.

Went well. We have some targets to work on. A lot of recommendations will go back to BOS. If you want details, listen to the recording.

f. Grant Application Coordination updates

County Fire: CCI Grant may be in conflict with Public Works. (PW equipment is only used on roads.) Next round of Fire Prevention Grants close on February 9th. County is funded for an excavator and chipper. They would like to buy heads to stay in Mariposa County. If one breaks down they have a backup. Grants are broken into 3 categories: Equipment, Implementation, and Community Education. Be sure groups target separate categories. Ward hopes to submit FEMA grant today for PPE.

FSC: Stumpfield stuck @ 80% due to Workman's Comp issue with contractor. Faran is 90% complete. Wagner work had 6 applications submitted. Waiting for land terms from Feds in mid to late January. Hope to break ground in February. Brush & Chip grants end in February. Putting out awareness radio ads to spend the rest of the money. Resubmitting Brush & Chip apps for more money. Some homeowner insurance companies are now requiring 200 foot clearance.

CAL FIRE: Lushmeadows HOA wants to team up to write grants for ladder fuels to be removed and defensible fuel break outside by Darrah Rd and other drainages to NW by Macready.

Melinda: Bootjack water tanks will be delivered in next couple of weeks. Project will be done by March. Working on 4 Fuels Reduction Grants: 2 Forest Health and 2 Wildlife Conservation Board. Community work to be done in spring, hopefully. Generally, money is available for Fire and Water projects and applications window is open now. FEMA OES grant for water tanks should be coming to County soon. May need help applying to everything.

USFS: Lots going on, nothing that ties to MCFAC at this time.

6. Updates, Activity Reports and Future Items

a. Members - none
b. Any future agenda items – none

Next meeting discussion for January 19th.

7. Adjourn

Adjourned at 10:53 a.m.

Agenda Documents Download link: https://www.mariposacounty.org/DocumentCenter/Index/2715

- If you require a hard copy of the agenda please notify Cathy Garrett, County Fire Department: cgarrett@mariposacounty.org

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Fire Department at 209-966-4330.

Attachment: 211215 MCFAC MTNG DECEMBER 15 MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

DATE: Wednesday JANUARY 19, 2022
TIME: 9:30 AM
LOCATION: Go To Meeting/Call in – Conference Meeting (see below for participation information)
Host Location – Mariposa County Government Center
5100 Bullion Street, Mariposa, CA 95338
Lower Floor, Development Services

1. **Roll Call:** *Steve Engfer, Barbara Cone, Dave Angelini, Tom Sweeney, Russ Marks, Wes Smith, Fadzayi Mashiri, Jason Schroeder BLM, Dan Buckley YNP and Laura Norman.*

Meeting called to order at 9:38.

2. **Resolution:** At the beginning of each meeting we will vote on whether we want to have an all in-person meeting or only teleconference. The public will have the option to call in for either format.

ACTION- Motion to meet by teleconference on this day. Approved.

3. **Approval of Minutes:** Minutes of December 15, 2021.

ACTION- Tabled due to lack of members who attended.

4. **Public comments -** none

5. **Discussion and Possible Action:**
   a. Consideration of the draft Mariposa Committee Policy and Resolution Ver 2.0.
   Lock in quorum definition. And be careful not to violate Brown Act for Ad Hoc committees.
   Send further comments to Steve Engfer and Steve Ward so they can be forward to René.

ACTION- Motion to edit resolution 2020-627 EXHIBIT A to correct name and date at bottom of section 5 to reflect today's date. Approved.

   b. Annual committee position nominations and approvals for 2022 calendar year. Recommend changing the length of term for committee officers to two years, allowing for staff changes as they happen.

ACTION- Motion to extend current officers for a second year, provided Steve Ward accepts. Approved.

   c. Introduction and project updates Mariposa Trails Executive Director Bill King
   Mariposa Trails is a local non-profit that maintains foot trails on the USFS federal lands. Trails have been severely impacted by drought and fires. They create shaded trail breaks with funds collected. A good example is the Jerseydale Skelton Creek Trail where there was cooperation on the fuel break and they removed 120 trees in a ¾ mile stretch.
   In an effort to align Mariposa Trails with MCFAC it was asked if they would consider trail development from the Creek Project to Bumguardner Ridge, west of town. Mariposa Trails would need a funding source to accomplish this.

ACTION- Reiterate motion from last month's meeting to add Sierra Tel, but not Mariposa Trials, with officer term changed to two years. Approved.

   d. Countywide Community Wildfire Protection Plan (CWPP)
      i. Progress Reports: Draft of Community Plan template is underway. More edits are required. Making good progress.
      ii. Hannah Harrison is working to get Mapping group together to look at packet @ February meeting. Next Ad Hoc meeting is Weds January 26th @ 1:00pm.

Attachment: 220119 MCFAC MTNG JANUARY 19 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

e. Grant Application Coordination updates

Public Works: Asking for letter of support for purchase of mastication equipment. Grant deadline is February 9th. May not be enough time to get it done. The letter could be a duplication of County Fire Grant letter recently received, with the difference being the Public Works equipment will be only for use along County roadways.

FSC, RCD, UCCE, County Fire and Public Works are all applying for funding. Items are on Board of Supervisors agenda for letters of support. All are cooperative with each other, which strengthens the requests.

ACTION- Motion to approve letters of support for all 5 applicants from MCFAC to the BOS. Approved.
ACTION- Request BOS to authorize County Fire to write a letter of support for 4 applicants (excluding County Fire). Approved.

6. Updates, Activity Reports and Future Items

a. Members –

FSC: Lake County CLERC (Clear Lake Environmental Research Center) created after Lake County legalized cannabis. They now have money to handle fire coordination projects. California State Fire is using Mariposa County as an example of good things that can happen with coordination. Wagner Ridge work starts next week. Foran contractor was allowed to stop work while MCFSC is waiting for reimbursement from the state to pay the invoice. The Alta Vista contract was executed with the state. Writing a grant for Bullion Ridge. Because it has a complete environmental assessment it is shovel ready. After Alta Vista Fuel Break environmental work is done, and the contractor work starts, it will be happening at the same time as Bullion Ridge Fuel Break. The combination of the two fuel breaks will go from 140 to Bagby.

PW: Finish Ferguson Fire mitigation around Yosemite West. Hopefully start in May on Access Rd and Sewer Plant. There are about 2000 trees to be removed.

YNP: Working on burn piles at Hetch Hetchy, Mariposa Grove, Merced Grove, and Crane Flat. Issued letters to Wawona and Yosemite West home owners to allow for 100-foot defensible space on to Park land. Next round of CCI funding to include Yosemite West and Wawona. Need help with pile of debris near the water tank in Yosemite West.

b. Any future agenda items – none

Next meeting discussion for February 16th.

7. Adjourn

Adjourned at 11:03 a.m.

Agenda Documents Download link: https://www.mariposacounty.org/DocumentCenter/Index/2715

- If you require a hard copy of the agenda please notify Cathy Garrett, County Fire Department: cgarrett@mariposacounty.org

Attachment: 220119 MCFAC MTNG JANUARY 19 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

DATE: Wednesday FEBRUARY 16, 2022
TIME: 9:30 AM
LOCATION: Go To Meeting/Call in – Conference Meeting (see below for participation information)
Host Location – Mariposa County Government Center
5100 Bullion Street, Mariposa, CA 95338
Lower Floor, Development Services

1. **Roll Call:** *Steve Engfer, Barbara Cone, Dave Angelini, Tom Sweeney, Wes Smith, Melinda Barrett, Chris Bernard, Patience Good, Acacia Coats and Laura Norman. And speaker Mikey Goralnik.*

Meeting called to order at 9:37.

2. **Resolution:** At the beginning of each meeting we will vote on whether we want to have an all in-person meeting or only teleconference. The public will have the option to call in for either format.

ACTION- Motion to correct the date at the bottom of the resolution to be today. Approved.
ACTION- Motion to meet by teleconference on this day. Approved.

3. **Approval of Minutes:** Minutes of December 15, 2021, and January 19, 2022.

ACTION- Tabled due to lack of members who attended.

4. **Public comments -** none

5. **Discussion and Possible Action:**
   a. Consideration of the draft Mariposa Committee Policy and Resolution Ver 2.0, approve any feedback and recommendations and authorize the Chair or Vice-Chair to give approved feedback and recommendations.
      i. *Consideration and approve updated recommendations/edits to County BOS MCFAC resolution 2020-627 EXHIBIT A, unable to edit/recommend change in quorum.*

   b. Mariposa County Fuels Reduction and Vegetation Management Project- Bumguardner Ridge – FEMA Grant – Mikey Goralnik
   Hazard mitigation grant programs are tough. FEMA pursued Mariposa to submit Notice Of Intent with overview. Submitted for Bumguardner Ridge, a phased implementation on county owned land. NOI was successful and now we need to fill out a complete application. Huge undertaking, beyond what Mikey's staff can handle. If we want to pursue $1M he needs help with resources to complete the application.
   FSC is working on Ridge with CAL FIRE money, not FEMA. From Martin Rd to Landfill, along ridgeline and slopes, thinning slopes as they go. The work will complement River Parkway work. FSC and RCD are not familiar with the FEMA grant process. Possible as County Fire.

   c. Monica Nielsen invited to speak about Mariposa Ag Commissioner Office. ABSENT

   d. Countywide Community Wildfire Protection Plan (CWPP)
      i. Progress Reports: Draft of Community Plan template is underway. More edits are required. Draft template being submitted for Community Plans.
      ii. GIS folks working on base layer with CAL FIRE. Hopefully ready to present at next meeting. If digital layers aren't available they can scan maps to PDF.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Fire Department at 209-966-4330.

Attachment: 220216 MCFAC MTNG FEBRUARY 16 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

e. Grant Application Coordination updates

FSC looking for brush and chip money. Possibly PG&E to gap from March to October. May need letters, although PG&E has a simplified process.

RCD did get letter for the Hwy 49 clearance project. Sadly, CalTrans decided they couldn't move forward. Changing to the 12 miles of Hwy 140 from Briceburg to town. CalTrans costs $15K per acre compared to contractor cost of $1500 per acre for 20-foot clearance. On private land they do 200-foot clearance.

6. Updates, Activity Reports and Future Items

a. Members –

FSC: Barbara thanks Melinda for work on LIDAR funding for University of WA. The results are being used on Lushmeadows ladder fuels project. Woodview Lane Homeowners (Indian Peak x Oak Grove) have an intermix high fire ranking of #6. May submit a grant. Alta Vista environmental work getting started. Bullion Ridge will be shovel ready. Making all 14 miles the same age of growth.

Tribal: Working on Mariposa Creek burn piles. Hoping for February 23rd to be the next burn day. Sarah Priest allotment on hold, waiting on environmental funding. SNC Board to review at next meeting. With approval, planning grant can get started.

b. Any future agenda items – none

7. Adjourn

Adjourned at 10:49 a.m.

Agenda Documents Download link: https://www.mariposacounty.org/DocumentCenter/Index/2715

- If you require a hard copy of the agenda please notify Cathy Garrett, County Fire Department: cgarrett@mariposacounty.org

Attachment: 220216 MCFAC MTNG FEBRUARY 16 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

DATE: Wednesday MARCH 16, 2022
TIME: 9:30 AM
LOCATION: Go To Meeting/Call in – Conference Meeting (see below for participation information)
Host Location – Mariposa County Government Center
5100 Bullion Street, Mariposa, CA 95338
Lower Floor, Development Services

1. **Roll Call:** *Steve Ward, Steve Engfer, Russ Marks, Barbara Cone, Dave Angelini, Tom Sweeney, Melinda Barrett, Chris Bernard, Hannah Harrison, Pat Lange SNF, Marshall Long and Laura Norman.*

Meeting called to order at 9:39.

2. **Resolution:** At the beginning of each meeting we will vote on whether we want to have an all in-person meeting or only teleconference. The public will have the option to call in for either format.

ACTION- Motion to correct the date at the bottom of the resolution twice to be today. Approved.
ACTION- Motion to meet by teleconference on this day. Approved.

3. **Approval of Minutes:** Minutes of February 16, 2022.

ACTION- February Minutes approved.
ACTION- December & January Minutes tabled due to lack of attendees present.

4. **Public comments -** none

5. **Discussion and Possible Action:**
   a. Adopted Uniform Advisory Committee Guidelines
      i. *Consideration and approve updated recommendations/edits to County BOS MCFAC resolution 2020-627 EXHIBIT A, unable to edit/recommend change in quorum for unfilled seats. All seats count. Submit within 90 days to be within Policy that was adopted in February.*

ACTION: Motion to recommend Ad Hoc to review Policy so we can vote at April meeting and be in conformity. Approved.
ACTION: Motion to vet all details of existing resolution compared to Policy where it may not work for MCFAC. Approved
ACTION: Take edited seating request to BOS prior to getting finalized. Approved.

   b. Discussion and direction regarding allowance of in person meetings.

ACTION: Motion to maintain teleconference for next meeting, either definitive direction from BOS or invite County Clerk or Counsel to attend to discuss hybridization of meetings (call and in person). Approved.

   c. Countywide Community Wildfire Protection Plan (CWPP)
      i. Progress Reports: Community mapping underway. Significant progress on community's boundaries. Goes to Ad Hoc next week. Reduced more than total communities by 10 for future development from 38 to 28. Chris Bernard will help where John was leading.
      ii. Next steps: Hannah's template for community plans making progress.

Attachment: 220316 MCFAC MTNG MARCH 16 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

d. Grant Application Coordination updates

FSC PGE grant submitted for $98,000 match. Stumpfield to Watt Rd project is done to the Chowchilla River. Mike Keyser met contractor to adjust. Mostly handwork left. Waiting for advances to proceed. Alta Vista has a forester working on it. Hard to get acreage for each parcel. Wagner Ridge contractor is knocking it out. USFS continues to add BMPs with more reporting requirements. Foran on-hold waiting for CAL FIRE money. Finally got movement a week ago. Gave contractor temporary stop work to go on other jobs until advance comes through. Barbara was a speaker on WFR&AP, hosted by UPH. Rosemarie working to create draft legislation to consider individual properties for insurance rather than by area.

RCD applied for CAL FIRE $2M Forest Health Grant. Completing Project "Pick Up Stix"; waiting for final. Got 2nd forest health grant in last round for $3M. Just submitted for 3rd round for $4.9M. Brian Mattos was added to panel. Work continues on fire break with YNP and SNF along Park boundary to Fish Camp. USFS is taking a one year break. Yosemite West has a project at the wastewater treatment plant between County and YNP. Coordinating with residents and landowners. There are 4000 down trees from the Ferguson Fire.

6. Updates, Activity Reports and Future Items

a. Members –

Fire Prevention: Barbara got an extension; unable to spend all funds. Juggling advances and getting contractors paid is challenging. PGE Bootjack power upgrade in April, due to be completed end of April.

RCD: BLM Good Neighbor Authority to get work done in North County. Can take months or a year, but would be worth it. FEMA tanks – unresponsive.

County Fire: Fuel reduction equipment ordered, about 6 mos for delivery. The next request will be for implements and trailer to transport.

SWIFT: FSC and RCD are working together with SWIFT on a project.

b. Any future agenda items:

- Government release $480M to CAL FIRE for vegetation management. How will that help County? Ask Deputy Director John Morgan or Captain Keyser for update.
- Status of Fire Safe regulations in Title VII? Public resources code development.

7. Adjourn

Adjourned at 10:57 a.m.

Agenda Documents Download link: https://www.mariposacounty.org/DocumentCenter/Index/2715

- If you require a hard copy of the agenda please notify Cathy Garrett, County Fire Department: cgarrett@mariposacounty.org

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Fire Department at 209-966-4330.

Attachment: 220316 MCFAC MTNG MARCH 16 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Historic Sites and Records Preservation Commission

Meeting Minutes – Final

DATE: **Monday, APRIL 11, 2022 (approved 6/13/22)**
TIME: **10:00 a.m.**
LOCATION: **Government Center Upper Floor**
Board of Supervisors Chambers
5100 Bullion Street, Mariposa

Attachment: 220411 HSRPC Final Minutes with corrections (13043 : Receive Minutes of the Committees)

1. **Call to Order and Roll Call:**

   Chair, Jeanetta Phillips, called the meeting to order at 10:10 a.m.
   Commissioners Present: Jeanetta Phillips (Chair), Ed Drechsler, Burt Collins, Kathleen Leavitt (by telephone) and Will Fassett (by telephone)
   Ruth Sellers – excused (resigned)
   County Staff/Departments Present: Steve Engfer, Kaitlyn Casner, Polina Povik, and Jil Chiesa, all from the Planning Department
   Applicants/Members of the Public Present: Nate Pyle; David Budries; Madelyn & Scott McGrath; Nate Gustus (phone)

2. **Approval of Minutes:**

   a. Meeting of April 12, 2021: There was no quorum to accept minutes, therefore minutes were tabled to the next meeting.

   b. Meeting of October 18, 2021: Motion made by Drechsler, seconded by Collins, to accept minutes as presented. Motion approved.

   AYES (5) Phillips, Leavitt, Fassett, Collins, Drechsler

3. **Election of officers. Chair, Vice Chair, Secretary**

   By motion of Leavitt, seconded by Dreschler, the Historic Sites & Records Preservation Commission selected Phillips as Chair. Motion passed.

   RESULTS: (5-0)
   AYES: Leavitt, Fassett, Collins, Drechsler and Phillips

   By motion of Phillips, seconded by Leavitt, the Historic Sites & Records Preservation Commission selected Dreschler as Vice Chair. Motion passed.

   RESULTS: (5-0)
   AYES: Phillips, Leavitt, Fassett, Collins, Drechsler

Committee proposed to assign secretary position to Planning Department. Drechsler motioned, Collins seconded.

RESULTS: (5-0)
AYES: Drechsler, Collins, Phillips, Leavitt, Fassett

4. Review and Recommendation for Action:

a. Recommendation to Planning Director for Action on Historic Design Review Application No. 2021-190, Government Center Mariposa APNs 013-116-0050 and 0080; Mariposa County, applicant. **Amended** Site for Solar System Installation, Was Rear Parking Area Government Center, now proposed for roof mounts on Library and Assessors Office Buildings.

Engfer presented the item.

Comments: Drechsler asked that with solar being placed on roofs, is there any interference with antenna/dishes?

Engfer stated that there will be no conflict, then gave information regarding the project and a breakdown of each component. Members asked questions about color and material.

Nate Gustus, applicant contractor, (on phone) gave detailed description.

A Motion was made by Drechsler *to recommend approval as presented*, Fassett seconded.

AYES: (5) Collins, Dreschler, Phillips, Fassett, Leavitt

b. Recommendation to Planning Director for Action on Historic Design Review Application No. 2022-060, 4998 7th Street, Mariposa APN 013-143-0150; Marty Page, applicant.

Pivak gave a presentation.

Committee member discussion occurred, regarding color, background, and border of signs.

A motion was made by Leavitt to approve, with the requirement that both proposed signs be the similar to the existing signage on the front of the building, with the same style of routed wood look and background color (brown) with raised relief borders.

Phillips seconded.

AYES: (4) Phillips, Collins, Fassett, Leavitt

NAYES: (1) Ed Dreschler

Attachment: 220411 HSRPC Final Minutes with corrections (13043 : Receive Minutes of the Committees)

c. Recommendation to Planning Director Regarding Historic Design Review Application No. 2022-043; APN 013-185-0010; 4993 5th Street, Mariposa (New Grove House location); Applicant: Nate Pyle; Signage, Sound baffling & color scheme on food truck.

Casner gave a presentation.

Committee member discussion occurred regarding the various details of the proposed signage including colors, lighting, dimensions, and sound.

A motion was made by Fassett, to recommend proposal, as is, with exception that marquis background be off white and black font. Leavitt seconded, with an amendment proposing cream or almond tone for the background, with all black lettering and no red lettering. Motion amendment was accepted. Motion passed with the following votes:

AYES:	(3)	Phillips, Fassett, Leavitt
NAYES	(1)	Collins
ABSTAINED:	(1)	Dreschler

d. Discuss, review and Provide Recommendation Regarding Advisory Committee Guidelines (agenda packet attached)

Engfer gave a presentation.

Members concurred that meeting date discussion would be tabled for the next meeting.

5. Non-agenda items (for discussion only, no action), including persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda

Scott McGrath, guest, proposed a discussion item for the next meeting, regarding options for railings, in the town of Mariposa, associated with the recent CALTRANS improvements and other related design elements in the HDRO.

6. Adjourn: There being no further business, the meeting was adjourned at 11:37 a.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, contact the Planning Department at 209-966-5151.

Attachment: 220411 HSRPC Final Minutes with corrections (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

DATE: Wednesday APRIL 27, 2022
TIME: 11:00 AM SPECIAL
LOCATION: Go To Meeting/Call in – Conference Meeting (see below for participation information)
Host Location – Mariposa County Government Center
5100 Bullion Street, Mariposa, CA 95338
Lower Floor, Development Services

1. **Roll Call:** *Steve Ward, Steve Engfer, Russ Marks, Barbara Cone, Melinda Barrett, Hannah Harrison, Jason Schroeder BLM, Wes Smith and Laura Norman.*

Meeting called to order at 11:13 a.m.

2. **Resolution:** At the beginning of each meeting we will vote on whether we want to have an all in-person meeting or only teleconference. The public will have the option to call in for either format.

ACTION- Motion to meet by teleconference on this day. Approved.

3. **Public comments -** none

4. **Discussion and Possible Action:**
   a. Countywide Community Wildfire Protection Plan (CWPP)
      i. Presentation and action on the draft CWPP Community level Wildfire Prevention Plans Template. AdHoc committee: Hannah, Steve W, Steve E, Barbara and Melinda

- Reduced the 140 page document down to 38 pages. Provides a starting point for communities, purposely not complete. Style and format complementary to County CWPP.
- AdHoc committee plans to provide an instruction document to go along with this. i.e. How to get census data, and other useful resources.
- Goal is to get it adopted into the CWPP as an Appendices.
- Needs disclaimer statement: This document does not provide authority for anyone to enter private property.
- Recommend including a template checklist and template section in Appendices, so they know every location the needs input.
- Document will adapt as it gets used.
- BOS asked to review the template before it goes out to the public. This is a tool for the communities to use.

ACTION- Motion to have template refined with the changes discussed and then move forward. Approved

ii. Boundary map

- Number of communities have been reduced from 37 to 25 to match actual known communities. Based on defined Access/Egress routes and general knowledge. Much of the area is rangeland.
- Did not polygon Fish Camp, Wawona, Foresta, El Portal, and Yosemite West because they already exist. Group recommends including color boundaries for these areas for inclusion.
- Some heavier residential areas have been split, like Bootjack North and South. Same for Yaqui Gulch.
- Discussion on removal of West Westfall since it is all rangeland, clear to county line. Recommend merging with Mormon Bar to cover the structures in the Westfall area.

Attachment: 220427 MCFAC MTNG SPECIAL APRIL 27 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Mariposa County Fire Advisory Committee
MEETING DRAFT MINUTES

- The Westfall/Mormon Bar consolidation brings the total communities to 24.
- Page 12 is illegible where text is over photo. Reformat that text.

ACTION- Motion to accept Map with the modifications discussed. Approved.

5. Updates, Activity Reports and Future Items

a. Members –

FSC presented to BOS yesterday. It went very well. Consisted of a presentation and funding request.

b. Any future agenda items: none

6. Adjourn

Adjourned at 12:17 p.m.

Agenda Documents Download link: https://www.mariposacounty.org/DocumentCenter/Index/2715

- If you require a hard copy of the agenda please notify Cathy Garrett, County Fire Department: cgarrett@mariposacounty.org

Attachment: 220427 MCFAC MTNG SPECIAL APRIL 27 DRAFT MINUTES (13043 : Receive Minutes of the Committees)

Historic Sites and Records Preservation Commission

Meeting Minutes – Final

DATE: **Monday, MAY 9, 2022 (approved 6/13/22)**
TIME: **10:00 a.m.**
LOCATION: **Government Center Upper Floor**
Board of Supervisors Chambers
5100 Bullion Street, Mariposa

1. **Call to Order and Roll Call**
Chair, Jeanetta Phillips, called the meeting to order at: 10:02 am

Commissioners present: Jeanetta Phillips, Ed Drechsler, Will Fassett
Excused: Burt Collins, Kathleen Leavitt

County Staff Present: Steve Engfer, Kaitlyn Casner, Skip Strathearn, Jil Chiesa – all from the Planning Department

Applicants/members of the public present: William Brandle, project applicant.

2. **A resolution of the Mariposa County Historic Sites and Records Preservation Commission (HSRPC) proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the legislative bodies of the HSRPC for the period from May 9, 2022 to June 9, 2022 to pursuant Brown Act provisions.**

There was discussion between Commission members and staff regarding the purpose and details of this resolution. Detailed explanation was given by staff, so that informed decisions could be made.

A motion was made by Fassett, seconded by Phillips. Motion passed.

AYES: (2-1) Fassett, Phillips
NAYES: Drechsler

3. **Approval of Minutes:**

   a. Meeting of April 11, 2022: Motion made by Drechsler, seconded by Fassett, to accept minutes as presented.
   Motion approved.

   AYES (3) Phillips, Fassett, Drechsler

Attachment: 220509 HSRPC FINAL Minutes (13043 : Receive Minutes of the Committees)

4. **Review and Recommendation for Action:**

   a. **Recommendation to Mariposa County Planning Commission for Action on Conditional Use Permit Application No. 2022-072, 3086A Wass Road APN 015-200-0170 (The Tip Top Inn); William Brandle, applicant.**

   Casner gave the presentation with Power Point.

   There was discussion between Commission members, staff, and project applicant.

   There were no public comments received.

   Motion was made by Drechsler, seconded by Fassett, to accept the recommendation of the proposed action on Conditional Use Permit 2022-072, as presented.
   Motion passed.

   AYES: (3)
   NAYES: Drechsler, Fassett, Phillips

   b. Discuss, review and Provide Recommendation Regarding Advisory Committee Guidelines (agenda packet attached)

   Motion was made by Fassett to pass and accept, Drechsler seconded.

   Ayes: (3) Fassett, Drechsler, Phillips

5. **Non-agenda items (for discussion only, no action),** including persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda. None.

6. **Adjourn:** There being no further business, the meeting was adjourned at: 10:31

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, contact the Planning Department at 209-966-5151.

Attachment: 220509 HSRPC FINAL Minutes (13043 : Receive Minutes of the Committees)

MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #9 FINAL MINUTES
(Approved 6/15/22)

DATE: May 18, 2022
TIME: 2:00 - 4:15 PM
LOCATION: Board of Supervisors Chambers, 2nd Floor
5100 Bullion Street, Mariposa CA

1. **Call to Order: 2:07 PM. Welcome.**

   CCAC Members Present: Lydia Clary, Eileen Collins, Nancy Kemp, Colleen Rhodes, Karen Smith, Danette Toso and Karen Woblesky.

   CCAC Members Absent: Gabe Edwards

   County Present: Steve Engfer, Corrina Miranda, Tom Sweeney, Debra Willis.

   Public Present: Ken Melton, Andre Wright, Karie Williams, Al Golub, Jeannine Marsh, Madison Kirkpatrick (*Mariposa Gazette*), and Barbara Cone.

2. **Approve Minutes of CCAC Meeting #8 5/4/22**

   Discussion was held concerning prior meeting minutes. Due to time considerations, it was suggested that approval of minutes be put over to next meeting.

   Motion by Toso to table consideration of minutes until next meeting.
   Seconded by Collins.
   Motion passed unanimously.

3. **Discussion/Possible Action: Draft May 18, 2022 CCAC Memorandum to Board of Supervisors RE: Request for ARPA (The American Rescue Plan Act of 2021) Funds for Code Compliance Activities and Related Incentive Programs**

   Woblesky described the changes made to the draft memorandum and the reasons for them, plus the more specific details about the timeline, meetings with Williams and CAO Kimble, the need to submit our request by 5/24, the possibility of creating positive incentives for compliance programs, and that the draft today reflects the changes.

   Discussion included the following issues:

   - The purposes and potential uses of ARPA funds, including free landfill days, vouchers, low-cost loans.

Attachment: 220518 CCAC #9 FINAL Minutes (13043 : Receive Minutes of the Committees)

- Timelines for expending funds allocated.
- The importance of finding ways to help our community and to work in a positive way. If you work with us, we can work with you.
- More specifics may be needed to get Board approval.
- Need to create a fund and define it in simple terms. Simplify and keep to a minimum.
- The question of who will administer is important.
- Highly likely that Planning will oversee the funds. Other departments may be involved.
- Focus on incentivizing. Emphasize the positives.
- Staff: The language in the last two paragraphs of the draft may need change. Give enough broad language to support the goals as the Chair has stated them.
- Public: abandoned vehicles and the problem if there is no Certificate of Non-Operation. What can the CCAC do to help?
- Chair Woblesky will modify the draft to give examples and indicate that CCAC recommends that Planning should administer with understanding that decisions will be made by Board of Supervisors.

Motion by Smith to accept the draft as amended, submit it to Steve, and provide in Board of Supervisors packet.

Seconded by Collins.

Motion passed unanimously.

4. Correspondence: Discussion/Possible Action: Barbara Cone: Tipping Fees for North County; Barbara Cone: Short-Term Landfill Voucher Program – Draft; Rick Lobaugh: Required County Notices; Victoria Trujillo: Mariposa County Internal Code Compliance Process

Woblesky noted correspondence that was received and thanked those who submitted items. Asked if anyone wanted to talk about any of the issues mentioned in the correspondence.

Discussion included the following points:

- Public – Cone: Expressed concern that staff had not answered her direct question at the previous meeting when she asked about the period of time during which county staff did not file Notices against title. Asked five questions about the failures to file. (1) Why were they not filed? (2) Was there a legal obligation to file timely? (3) Who authorized staff not to file? (4) Who knew there was no filing during these months? (5) Who should have known?
- Staff – Miranda and Willis: Notices historically were filed by Building Department staff, but not filed for every violation. They can only be filed in association with building violations. A Planning violation would never have a Notice of Noncompliance. Planning staff took over filing them a year and a half ago. We actually upped the numbers that are filed because any property in violation can be filed. Incorrect notices were filed. Staffing was inadequate. Building Department had other priorities.

Attachment: 220518 CCAC #9 FINAL Minutes (13043 : Receive Minutes of the Committees)

- Staff – Miranda: Code compliance has faced problems, especially with vacation rentals.
- Woblesky: What is the impact to property owners of failure to file notices?
- Staff – Miranda: There is no clear answer. Increased filing of notices to inform the public. There will be presentations on due diligence for the Board and for realtors.
- Woblesky: How many property owners were surprised to find they were on the list because no notices were properly filed?
- Staff – Miranda: One in every four is completely surprised. One in three thought it was already taken care of because of the length of time.
- Discussion as to whether code compliance staff has a plan and a time estimate for finishing the existing list.
- Staff – Miranda: Each case must be completely reviewed. Staff is working on 2007 or 2008 cases.
- Collins: We need to come up with a brochure that talks about what buyers and sellers need to be aware of. Provide more education. Make a presentation to the Board of Realtors.
- Clary: What is staff's scale, criteria for filing notices? How many recordings does staff believe need to be done?
- Staff – Miranda: Before October of 2020, we weren't big on filing these.
- Clary: Filing against someone's house should be a last resort.
- Smith: There are situations in real estate in which the existence of violations will not come to light.
- Rhodes: Regarding the amnesty program, many cases are exempt under the terms of MCC 15.10.260.E. The third prong cannot be met due to failure to properly file the correct Notices. Drop the idea of a stick and work more proactively with the community. Follow policy and rules instead of handling on a "case by case" basis.
- Sweeney: If there's no recourse, how do you get compliance?
- Woblesky: The amnesty program should be an incentive program. MCC 15.10.260 hasn't been used in 12 years; it defines unreasonable fines that aren't helpful. The amnesty program's tone needs to match what the County is trying to do, to incentivize and clear these cases.
- Public – Melton: The discussion today is an eye opener. Procedures aren't being properly followed. The committee needs to get on to procedure.
- Woblesky: We need to review codes to be sure they're consistent. Need to look at internal procedures. Anything else to wrap up?
- Woblesky: Comments from the caller? None.

5. Visual Presentation re: Junkyards, Health and Safety. Corrina Miranda

Miranda presented a PowerPoint of photographs of junk and junkyard violations on Mariposa County properties.

Discussion included the following points:

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- Photographs showed properties in varying states of disarray with moderate to significant accumulations of items.
- Public – Wright: Asked if there is anything the County can do to solve situations in which abandoned vehicles that do not have Certificates of Nonoperation have been left on properties.
- Sweeney: Vehicle abatement program is potentially available.
- Woblesky: Do committee members or public have further input? None.

6. Discussion/Possible Action re: Junkyards, Health and Safety

Woblesky noted that we were behind time and should perhaps consider tabling agenda item #6. Asked staff to provide: (1) additional information about vehicle abatement program as operated in Tuolumne County, (2) list of property owners to whom notices have been sent, and (3) as much information about junk as possible.

Motion by Collins to skip item 6 and postpone it until next meeting.
Seconded by Smith.
Motion passed unanimously.

7. Discussion/Possible Action re: Community Education and Communication Program/Strategies

Woblesky noted that we have been working on communication ideas from the beginning with input gathered through takeaways and more. How can we get accurate information out to the community? Should we consider using Facebook?

Discussion included the following points:

- Smith: Facebook can be difficult, even a nightmare. We aren't at a point where we can effectively use it yet. A Public Information Officer could help.
- Rhodes: If we use Facebook, best to limit it to referrals to our own website, which does not exist yet.
- Staff – Engfer: If have engagement potential on a future decision, if there's something before this committee that you'd like to decide on and there's been specific opinions rendered, then it could preclude future participation on things that are important to the committee's business. You might have something you want to recommend up to the Board. There's a right to free speech, but there's also a responsibility as a committee member.
- Rhodes: Right to participate in future decisions might be constrained? Your authority is what for that? Found nothing like that in FPPC opinions and the Brown Act. Unable to find anything that says a committee member cannot express their own opinion – unless there is another element you're thinking about but not saying?
- Staff – Engfer: If you voice an opinion in opposition to something specifically and then you're asked to weigh in on it as a committee member, there's the possibility you could have a legal ramification.
- Rhodes: Basis of your opinion? Where does it come from? Authority?

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- Staff – Engfer: We could have a legal read from counsel. I'm just saying if there's going to be ongoing dialogue. But I don't know if there's a specific basis. I would like to make sure it's within those bounds that you're describing actually. Don't want future participation to be precluded. We'll look and see if there is a legal basis. Does that work?
- Rhodes: Absolutely.
- Woblesky: What might we include if we develop our own website?
- Clary: A website is very good. Facts, pictures, pamphlets. Not a fan of Facebook. Questions and people that will respond.
- Collins: Believe there's already a Planning Department web page. We could add something there. Maybe we need to advertise it better. It already exists and we could make it more complete.
- Kemp: It would be a mistake for us to ignore social media. That's what everybody's doing. It provides an opportunity for us to educate. Need to work with the PIO. What is happening with the County's plan to hire a Public Information Officer? Need to educate, not get into dialogues and arguments. More along the terms of what Mental Health or Public Health do. Could include easy-to-understand manuals. Need to meet people where they are. Communicate and educate.
- Clary: Ability to download forms, definitions of terms and codes, contact names and other information, funding information. I'm really for the webpage.
- Staff – Miranda: No one hired yet. Maybe mid-June. Interviewing. Twelve PIO candidates. PIO will have broad duties. City of Bakersfield has good online information. Visually rich. Possibility of public education grants. May be able to get information for the committee.
- Kemp: Possibility that PIO could help with that?
- Staff – Miranda: Not sure PIO will have much time for this. Maybe grants for this.
- Woblesky: Could you look into that for us regarding grants?
- Woblesky: Input from public?
- Public – Cone: Reinforce what Collins said about a pamphlet to educate the public.
- Woblesky: Any caller wish to comment? None.
- Woblesky: We should talk about this subject next time. Give further thought to what would be on such a website and how we are going to do it; graphics; brochures. Maybe a homework assignment regarding what the website would contain, look like.

8. Discussion/Possible Action re: Future CCAC Meeting and Agenda Items. Scheduled for June 1, 2022 (Meeting #10). Meeting Location Will Need to be Changed OR Meeting Will Need to be Canceled.

Woblesky reviewed information about possibility of canceling June 1st meeting and returning on June 15th for next meeting due to construction in and unavailability of Board Chambers. No audio would be available at the alternate site.

Discussion included the following points:

- Collins: Extremely important to have audio and for public to know where we meet.

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- Smith: Alternate location is small.
- Woblesky: Public comments? None.

Motion by Collins to cancel June 1st meeting and resume on June 15th.
Seconded by Smith.
Motion passed unanimously.

9. **Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee.**

No comments from public.

Collins: Question about recruitment for CCAC vacancy.

Woblesky: Two applications were received and will be reviewed by Sweeney, Menetrey, Williams, and Woblesky.

Miranda updated information on Muir Lodge. Asbestos and lead abatement are done. Abatement will be done through 25th. Demo. Site to be secured. Turned over to Economic Development and the owner. Unable to work with Calfire for demo due to timing. Will also abate the pool.

Kemp: Can someone help me make contact with MCSO regarding grants ?

Miranda: Maybe we can get the information about grants.

Woblesky: Any comments from the public? None.

10. Adjourn

Motion by Collins to adjourn meeting at 4:02 p.m.
Seconded by Smith.
Motion passed unanimously.

Attachment: 220518 CCAC #9 FINAL Minutes (13043 : Receive Minutes of the Committees)

Meeting Takeaways

Attachment: 220518 CCAC #9 FINAL Minutes (13043 : Receive Minutes of the Committees)

From: Karen W
To: Sarah Williams
Subject: CCAC #9 Takeaways
Date: Monday, June 6, 2022 4:20:46 PM

Hi Sarah,

My biggest takeaway was hearing from Debra Willis and Corrina Miranda about the filing of notices not being done on a consistent basis since the early 90's, and Colleen Rhode's subsequent comments about the BOS draft amnesty program and its reliance on using 15.10.260 as a penalty. As I understood the issue, 15.10.260 could not be used as a penalty because property owners may not have been properly notified.

I'd like to understand this issue a bit better.

Thanks.
Karen.

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From: Lydia Clary
To: Sarah Williams; Karen W
Subject: Re: Meeting #9 Takeaways
Date: Monday, June 6, 2022 5:04:03 PM

Takeaways:

1. Lack of resources to remediate non-compliance properties. Code allows transfer of remediation funds from general fund and possible grants.
2. Lack of tracking of properties, a large gap in dates for recording non-compliant properties.
3. Non compliant properties are automatically recorded.
4. Allowing property owners too much time to remediate non compliant additions, 2 years as quoted.

Lydia Clary

> On Jun 3, 2022, at 4:31 PM, Sarah Williams <swilliams@mariposacounty.org> wrote:
>
> Hi all!
>
> I'm writing to ask if you could have your **takeaways** from Meeting #9 (on May 18th) sent to Karen and me before the end of the day on Monday (June 6th). That way, we can include them in the meeting packet for Meeting #10 on Wednesday June 15th.
>
> Please let me know if you have questions or need any assistance.
>
> Enjoy the weekend –
>
> Sarah

SARAH WILLIAMS
Director | Executive Officer

MARIPOSA PLANNING
MARIPOSA LAFCo
swilliams@mariposacounty.org | 209 966 5151 | 209 742 1215
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5100 Bullion Street, Mariposa, CA 95338
P.O. Box 2039, Mariposa, CA 95338

Attachment: 220518 CCAC #9 FINAL Minutes (13043 : Receive Minutes of the Committees)

MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #8 FINAL MINUTES

DATE: May 4, 2022 (approved 6/15/22)
TIME: 2:00 - 4:15 PM
LOCATION: Board of Supervisors Chambers, 2nd Floor
5100 Bullion Street, Mariposa CA

1. **Call to Order: 2:02 PM. Welcome.**

   CCAC Members Present: Eileen Collins, Nancy Kemp, Colleen Rhodes, Karen Smith, Danette Toso and Karen Woblesky.

   CCAC Members Excused: Lydia Clary and Gabe Edwards

   County Present: Sarah Williams, Corrina Miranda, Steve Dahlem and Miles Menetrey. Debra Willis arrived at 3:40 p.m.

   Public Present: Andre Wright, Karie Williams, Al Golub, Jeannine Marsh, Madison Kirkpatrick (*Mariposa Gazette*), and Barbara Cone.

2. **Approve Minutes of CCAC Meeting #7 4/20/22**

   Williams noted the need to correct the spelling of name Karie Williams.

   Motion by Toso to approve minutes as corrected.
   Seconded by Collins.
   Motion passed unanimously.

3. **Presentation by County Counsel Steve Dahlem regarding Abatement, Voluntary Abatement, Junk, and status of County Codes relating to enforcement of these issues**; Discussion/Possible Recommendation

   Dahlem announced that the topics he would cover in his presentation include nuisance abatement, administrative abatement, judicial abatement, and the CCAC member-submitted questions.

   ABATEMENT OF NUISANCE Administrative abatement – Reference: Government Code (GC) Section 25845. GC permits, but does not require, local jurisdictions to adopt ordinance for administrative abatement. Due process requires the ordinance provide for notice of the abatement and the opportunity for property owners to appear before the Board of Supervisors prior to abatement by the County.

Attachment: CCAC 5 4 2022 minutes FINAL (13043 : Receive Minutes of the Committees)

Mariposa County Code does not have comprehensive procedures for administrative abatement that follow GC, except for Chapter 8.44 for marijuana. Chapter 8.44 has not been used because the sheriff has authority to remove plants.

The previously proposed Chapter 1.42 considered by the Board of Supervisors (BOS) in 2020 would've adopted procedures per GC.

Even with an administrative nuisance abatement order, property owner consent or a court order is required for the abatement work. See the CA municipal law handbook from the CA League of Cities. A property owner has a reasonable expectation of privacy.

In 3 of the 4 cases cited to the CCAC two meetings ago, the local jurisdictions had an administrative abatement ordinance in place, similar to what the County BOS considered in 2020. The Napa case involved Food and Ag Code. None of cases were resolved in 4-8 months and with no cost. It actually took a total of 4-8 years, from the start of the process to the final resolution. He did not see evidence that fees and costs rewarded were actually recovered by the local jurisdiction.

ABATEMENT OF NUISANCE Judicial abatement - Reference: Code of Civil Procedure Section 731. Civil Code permits a judicial action to enjoin or abate a public nuisance. Civil action may be brought by any person whose property is injuriously affected or whose personal enjoyment is lessened by a nuisance or by the county as a property owner.

If action taken by the state in its representative capacity, abatement is allowed, but cannot recover money damages or costs of abatement.

If action taken by county as a property owner, abatement and damages may be obtained.

ABATEMENT OF NUISANCE Conclusion: County will need to adopt administrative nuisance abatement ordinance to effectively conduct nuisance abatement and recover its costs and attorney fees.

Rhodes asked about GC 53069.4 as it applies to administrative fines programs and constraints to counties, which cannot impose fines on certain violations unless a reasonable period of time for correcting the violation has been allowed.

Rhodes reiterated her statement that abatements had been completed within 4-8 months in the cases mentioned previously. She never said that the cases were over within that period. Abatement of the nuisances is the primary goal we need to achieve, and abatements were done within the 4-8 months.

Continued discussion followed about these cases, including who brought each action. Dahlem stated that administrative fines programs were a part of three of these cases.

Rhodes is interested in getting the nuisances cleared in the most timely way. We've been told that only about 55% of MC cases are corrected timely, while 45% of cases remain problems for extreme periods of time.

Woblesky asked about timelines, appeals, abatement actions and costs to county and property owner.

Dahlem said that costs can get out of hand quickly. Depends on the case – how much work and what type of work is required. Depends on how much the case is contested. This drives up costs with attorneys' fees.

Rhodes asked about the terms "civil penalties" and "administrative fines." What is the legal distinction between these two terms?

Attachment: CCAC 5 4 2022 minutes FINAL (13043 : Receive Minutes of the Committees)

Dahlem said he did not know that there is much of a legal distinction. A penalty and a fine are both monetary penalties.

Rhodes stated that it appears that fines and penalties cannot be included in liens, but has nevertheless seen other counties include them in their program language. What law would authorize this given that governors have repeatedly vetoed legislation that would allow it?

Dahlem said he is a generalist but would say that special assessments are authorized, and that the ordinance needs to establish a procedure to be followed in order to assess those penalties through property taxes.

Rhodes said if the legislature tries to include something and governors keep vetoing it, there appears to be a meeting of the minds that this is something that is not in the law.

Dahlem said Rhodes makes a good point and that would need to be followed up on. He agreed that we would need to heed the caution that Rhodes is suggesting and if we propose to adopt code that includes fines as special assessments, we need to make sure we are on solid ground.

PUBLIC RECORDS ACT (PRA) APPLICABILITY TO CODE CASE FILES

Dahlem stated that the PRA does require disclosure of contents of code enforcement files less the name, address and phone number of the complainant. Based on GC Section 6250. The bottom line is that records are presumed to be public. Information about the conduct of the people's business is accessible to the public.

GC 6255 provides that an agency may withhold document if the public interest is better served by withholding than by disclosure. Withholding a complainant's name, address, and telephone may be proper, but the remainder of the file is a public record that should be disclosed.

Rhodes questioned if the county was preparing a court case, could attorney work product be withheld. Dahlem said the court could order disclosure upon a showing of good cause.

QUESTIONS FROM CCAC MEMBERS

1. How much money is in the county's abatement fund?

   Dahlem's response: There is no abatement fund for the reasons I've discussed.

2. What are the steps to initiate an abatement process?

   Dahlem's response: Process was discussed in presentation.

3. How many involuntary abatements has the county conducted in the past 10 years?

   Dahlem's response: Time frame not certain, but there have been 2 receivership cases – one was junkyard in downtown Coulterville. For that case, the property owner was pleased with and supportive of results.

4. Tempe, Arizona has a voluntary abatement program. What would be the steps required for the County to pursue something similar?

   Dahlem's response: The county has always sought voluntary compliance. The county works with property owners. As long as the property owners are making progress, the county will work with them informally and voluntarily to do the compliance activities (voluntary work on part of property owners).

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5. How many code compliance cases has the county taken to court? How long does it take to get a case to court?

   Dahlem's response: There have been no cases referred to County Counsel's Office since the Board gave direction to pursue nuisance abatement and administrative citations ordinances. There have been two cases recently referred to the DA's office for criminal prosecution.

6. When code staff cannot determine who the legal property owner is, does your office assist?

   Dahlem's response: County Counsel's Office can assist with filing a quiet title action using existing resources. Will result in title issued.

7. What can the county do about squatter cases?

   Dahlem's response: Squatting is a trespass issue. The property owner must make a complaint to law enforcement and requires law enforcement to respond.

8. Are code compliance case files discoverable via a PRA request?

   Dahlem's response: Yes, all but information about the complainant.

Woblesky – if code amendments had passed in 2020, what would the abatement fund have been by now.

Dahlem said initially would be a negative fund balance, until costs are recovered.

Woblesky referenced City of Tempe program. The City works with property owners to get compliance, so don't have to go to court. City may loan money to help property owners.

Dahlem said sounds like a worthwhile endeavor. Would be policy decision by Board, which ultimately would be enacted by ordinance.

No other CCAC or public questions or input.

4. Discussion/Possible Recommendation regarding Junkyards, Health and Safety Violations

Woblesky referred the current code case list and identification of Health and Safety (HS) cases. This is a continuation of conversation from last meeting.

Discussion included the following points:

- Collins: Amnesty program would be best to be open to everyone, even those who are not currently on the active case list. Otherwise, would be confusing. Need to open to all.
- Woblesky: Other county departments are often involved in HS cases, such as for hoarding (Health and Human Services Agency or HHSA) or abandoned vehicles (Sheriff's department). Is there a way of breaking this down?
- Public – Wright: Question about how junk definition applies to an abandoned vehicle or a lifetime collection of vehicles. Who determines what is/is not junk?
- Staff – Williams: County code allows for up to 1,000 square feet of junk; would be at least 5 inoperable abandoned or wrecked vehicles. Visibility from road or off-site parcel is part of definition of junkyard. Provisions have been in place since 1988.
- Public – Cone: RCD has access to junk-specific funds for large item "pick up" days.

Attachment: CCAC 5 4 2022 minutes FINAL (13043 : Receive Minutes of the Committees)

- Smith: Some of the violation cases should be reviewed by the CCAC. Sometimes it is neighbor against neighbor. People put their junk where the neighbor could see the junk. Need to actually see some of the files to get a better handle on what we're trying to do.
- Staff – Miranda: Standard practice is to work with the property owners. Sometimes they can move the junk and obtain compliance. Sometimes they can consolidate their storage piles and obtain compliance. Files are labor intensive. If you want, we can put something together.
- Collins: When you tell someone they can move it or build a fence, what's the objection?
- Staff – Miranda: "It's my property, it's my stuff, and I'm not moving it." Some comply. 20%.
- Woblesky: Junk should be better defined. As well as what it is not. Could reduce the concern.
- County will provide pictures of junk. Can provide slide show at next meeting.
- Woblesky: Maybe say what junk is not.
- Staff – Williams: Do you want us to come back with a list of what we come across that is junk? The most important thing is to have definitions that we all understand the same way. Rules that we've all accepted through a public process that we all live by.
- Discussion ensued. Staff offered presentation including examples and slide show.
- Collins: What is not junk. Items for a business. Items behind a fence. More clarification is needed.
- Rhodes: Distinguish between public and private nuisances. Code compliance staff should not handle those Environmental Health cases that state law says are EH.
- Staff – Miranda: I don't do theirs; they don't do mine. To separate those two isn't practical.
- Menetrey: When you try to define junk, it's tough, but it's obvious when you see it.

Next steps: CCAC and public to come up with lists of what is and is not junk. Staff to provide some other jurisdictions' definitions of junk.

5. Discussion/Possible Recommendation regarding Draft Civil Penalty Amnesty Program

Woblesky introduced item as carryover from last meeting, including items provided in agenda packet. Compiled homework and takeaways into 27 bullet points. Need to talk about how to move forward.

Discussion included the following points:

- Woblesky: Review of bullet points, including, tiers for the program, verification that the violations are real, possible waiver of fees. Looked at amnesty programs from other jurisdictions.
- Collins: City of Rialto Amnesty Program allowed fees to be waived if project is completed successfully through final inspection. Good motivation for compliance and easy to understand.
- Collins: San Mateo Program provides low-cost loans at 3% over 15 years. Would be good program if we get fund going to help support activities.
- Public – Cone: Whatever amnesty program is pursued – program shouldn't be launched immediately upon adoption but give time to advertise availability and then launch program.
- Public – Wright. Would be good to reduce tipping fees at dump if someone is cleaning up their property.
- Woblesky: Some funds will be available via ARPA. These could be used to offset tipping fees and other code compliance projects.
- Staff – Miranda: Could make the program a long-term policy instead of a short-term amnesty program. Remove time limits. MCC 15.10.260 requires civil penalties.

Attachment: CCAC 5 4 2022 minutes FINAL (13043 : Receive Minutes of the Committees)

- Woblesky: We shouldn't be talking about penalties that have never been used before. A huge roadblock. Feels like a Trojan Horse. Doesn't belong under the umbrella of amnesty. Doesn't make sense.
- Staff – Miranda: That section of code has different sections, commercial, residential violations. Vacation rentals we play cat and mouse for years. The option is court. Marijuana has to be dealt with. Commercial production of marijuana puts it under the commercial penalties. Landlord violations put them under commercial. Our code has tons of loose ends. We're going into a growth season.
- Rhodes: Illegal marijuana grows are excluded from the amnesty program. Section 15.10.260 is still available for marijuana violations despite an amnesty program. But for non-marijuana violations, that code is a stick. By contrast, the Rialto example leads toward a healthier community, not further alienation.
- Woblesky: CCAC shouldn't even be talking about penalizing violators.
- Collins: CCAC wants to give violators a carrot to complete resolution of their violations. Maybe can't give all dollars back, but whatever we can give back would incentivize completion.
- General discussion that there is a difference between penalty dollars and permit fee dollars.
- Menetrey: Would be awesome to explore what Cone said about grant funding to assist with some fees and provide some incentives.
- Public – Cone: There is a situation where property owners may not be on the active code compliance case list, but they are fearful about coming forward. Whatever program is developed, should be applicable to these situations too. Owners not on the list should be able to participate.
- Menetrey: That is a tragic situation when folks buy a property and then they get a letter or try to get a TOT permit. The buyer was unsuspecting. There's due diligence involved. But when this comes back to the Board to incentivize folks without penalizing them because they were unaware. Difficult situations when the new owner doesn't know that there were violations.
- Rhodes: We've all overlooked the exclusions in 15.10.260.E, but they must be taken into consideration. If violation pre-existed purchase and no notice, that property owner is not subject to fines. So eliminating fines doesn't give these people any motivation to correct. Need a carrot.
- Public – Cone: There is a window of time during which the County failed to file any Notices. These property owners should have zero penalties. It was the county's failure. They were not on notice. Would like to know time – from when to when – that County was not filing these Notices.
- Woblesky: Do we know what the range is?
- Staff – Miranda: Notices have been filed since 1993, going back to 1993. Were filed as "notices of non-complying structures." Should have been filed as "notices of non-compliance." That had been an issue. Since January of last year, we have been consistently filing. The latter affects title. That mechanism is working for its intended purpose. We include the Notice of Intent now, spells out what the violation is, and how to resolve it.
- Public – Cone: Does that mean that everything prior to January needs to be looked at to determine if the County failed its due diligence? Do property owners need to be released from that?
- Rhodes: If no Notice of Existence, as required in MCC 15.10.260.E, is ever mailed, how can the 30-day period ever be triggered?
- Staff – Miranda: We have been filing a Notice of Noncompliance since January. We try to resolve it before we file it.
- Staff – Willis: A Notice of Existence of Nonconforming Structure.

Attachment: CCAC 5 4 2022 minutes FINAL (13043 : Receive Minutes of the Committees)

- Staff – Miranda: There is some conflict in the code. We've been sending out a letter before we go.
- Rhodes: When did the letters start?
- Staff – Miranda: Probably mid last year.
- Rhodes: So against these property owners, you don't have a stick. So we need a carrot.
- Staff – Miranda: Our code has some conflicts. It's always case by case. Every case is different.
- Public – Cone: Gave example of property owner who is a victim of the County's failure to file.
- Public – Marsh: If new buyer is purchasing without realtor, will they find out if hasn't been filed?
- Staff – Miranda: If they do their due diligence. We are working with Menetrey on publicizing the process. A cash transaction would need to do their due diligence. Would not automatically be notified.
- Smith: Need clarification on properties that maybe had a marijuana grow. How do new owners who never were pot growers get it off?
- Staff – Miranda: I just took ten of those off yesterday. Looked at individually. Every case is different.
- Public – Wright: Majority of people who live in this county are in poverty and cannot afford $100 per day. It's extortion. The Board unanimously adopted this system. It's ridiculous.
- Woblesky: In the 2020 census, the average annual income of county residents $28,000.
- Menetrey: A fine is scary, but the fines won't apply if property owner responds to the letter and works with county.
- Woblesky: We're trying to work on an amnesty program that incentivizes people to fix their issues.
- Rhodes: When County Code Amendment No. 2019-218 went before the Board in 2020, Supervisor Menetrey voted against it. And 2 of the other supervisors who were on that Board are no longer on the Board. This board has not been treating the public the same way the prior Board did. This Board deserves more credit. The way the prior code was written, the fines doubled after the 30th day. Required that fines be paid prior to appeals process. Also included fines in the lien amount, which is not allowed by state law. There were bad feelings created by the prior Board. At the second reading, all 5 voted against it. MCC 15.10.260 was adopted in 2010 and apparently never implemented. No one can say that the current sitting Board isn't willing to create better relationships with the community and try to solve these real problems. No one can say that the sitting Board of Supervisors is not interested in creating better relationships with the community. They are trying to solve these real problems.
- Woblesky asked for member or public comments. None.

Homework – how do CCAC members envision an amnesty program? Submit in writing. What is junk and what is not junk? Should the "amnesty" provisions be a long-term policy or short-term program?

Member Collins to talk with City of Rialto to see how their program worked.

6. **Correspondence**

   None

7. **Discussion/Possible Direction regarding Future CCAC Agenda Items.**

   Items already scheduled for 5/18/22 (Meeting #9):

Attachment: CCAC 5 4 2022 minutes FINAL (13043 : Receive Minutes of the Committees)

- Community Education and Communication (sample brochures from Smith)
- White Board Discussion on CCAC Next Steps and Possible Direction; make sure Board of Supervisors is on board with general direction of CCAC
- Review Memorandum - Request to the Board of Supervisors regarding ARPA Funds for Code Compliance Activities. Will touch bases with Cone about her potential funding source.
- Squatters – on parcels where title to property is not clear
- City of Rialto amnesty program report - Collins
- Voucher program for landfill - Cone
- Santa Cruz limited immunity permit program - Kemp

8. **Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee.**

   None

9. **Adjourn**

   Motion by Collins to adjourn meeting at 4:18 p.m.
   Seconded by Smith.
   Motion passed unanimously.

Attachment: CCAC 5 4 2022 minutes FINAL (13043 : Receive Minutes of the Committees)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-402

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Renew Grand Jury Lease Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Five Year Lease Agreement with Homen Properties LLC for Office Space for the Grand Jury; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement.

The terms of this agreement are One Thousand Ten dollars ($1010) per month and covers the time period from July 1, 2022, through June 30, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has been leasing an office at Italian Acres for the Grand Jury since 2005. It has met their needs and they desire to continue to maintain their office at this location.

Terms increased $200/per month from previous year (rent was last inflated in 2008), all other lease terms and conditions remain the same.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the lease agreement. Staff will need to identify an alternate location for the Grand Jury which may not be as desirable and/or may have a greater lease amount.

FINANCIAL IMPACT:
$1010/per month; The necessary appropriations have been included in the Fiscal Year 2022-23 Requested Budget.

ATTACHMENTS:
Grand Jury Lease 2022-27 (DOC)

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

REF ID# 12997

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, 2022, by and between Homen Properties LLC, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as Office Number 6-C, in the building located at 5320 Highway 49 N, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as Office Number 6-C, in the building located at 5320 Highway 49 N, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of One Thousand Ten Dollars ($1010.00) per month. **LESSOR** agrees to lease the real property described above commencing on July 1, 2022 and terminating on June 30, 2027. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

Attachment: Grand Jury Lease 2022-27 (RES-2022-402 : Renew Grand Jury Lease Agreement)

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as an office space for the Mariposa County Grand Jury.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

Attachment: Grand Jury Lease 2022-27 (RES-2022-402 : Renew Grand Jury Lease Agreement)

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY: LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the

Attachment: Grand Jury Lease 2022-27 (RES-2022-402 : Renew Grand Jury Lease Agreement)

use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

Attachment: Grand Jury Lease 2022-27 (RES-2022-402 : Renew Grand Jury Lease Agreement)

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to P.O. Box 382, Snelling, CA 95369.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or

Attachment: Grand Jury Lease 2022-27 (RES-2022-402 : Renew Grand Jury Lease Agreement)

prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

MARGARET HOMEN
Homen Properties LLC

LESSEE:

ROSEMARIE SMALLCOMBE, Chairman
Mariposa County Board of Supervisors

ATTEST:

KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Grand Jury Lease 2022-27 (RES-2022-402 : Renew Grand Jury Lease Agreement)

MARIPOSA COUNTY

District Attorney · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2022-403

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Agreement for Long-Term Evidence Storage with Ponderosa Storage

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RECOMMENDATION AND JUSTIFICATION:
Approve Five Year Agreement with Ponderosa Storage to Provide Long-Term Evidence Storage to the County for $2,400.00 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In accordance with California Penal Code section 1054.9 and the 14th Amendment, evidence from a local homicide trial must be kept until the defendant is deceased. Until that time, the case and all evidence is subject to appeal and habeas corpus challenges.

With the approval of this contract, there may be the opportunity to move more evidence from this case to that location. Thus, making more room for evidence in ongoing and future cases.

Keeping the evidence in its current location, where it has been since the early 2000's, not only simplifies the chain of custody but also benefits a local small business. It should be noted that this agreement is lacking insurance provisions as Ponderosa Storage does not provide insurance for items stored at their facility. The District Attorney's Office is actively seeking to obtain an outside insurance policy for the items that will be stored at Ponderosa Storage.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There is no history of Board Actions on this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Another facility will need to be located outside of Mariposa County, therefore complicating the chain of evidence, and rendering it unfeasible for additional evidence to be transferred to this location if needed. This will also incur moving costs of two cargo containers to a new facility.

FINANCIAL IMPACT:
There is no impact to the County General Fund. Expenses incurred by this agreement are covered by the Sund-Pelosso Advance (3369).

REF ID# 13127

ATTACHMENTS:
Ponderosa Storage Agreement 2022 (PDF)

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

AGREEMENT FOR LONG-TERM EVIDENCE STORAGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and **Phillip G. Stepp, Ponderosa Storage** ("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 five (5) years, commencing on August 01, 2022 through and including July 31, 2027. The District Attorney 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 **Long-Term Evidence Storage** 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 $2,400.00 per year 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. 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.

5. 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.

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

CONTRACTOR:
Phillip G. Stepp
Ponderosa Storage
5614 Carleton Road
Mariposa, CA 95338

COUNTY:
Walter W. Wall
District Attorney, County of Mariposa
5085 Bullion Street
Mariposa, CA 95338

11. 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.

12. 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.

13. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

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.

16. 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.

17. 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.

18. 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.

19. 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.

20. MANDATORY AND PERMISSIVE

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

21. 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.

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

22. 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.

23. 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.

24. CONTROLLING LAW

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

25. 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.

26. 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.

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

27. 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

28. 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.

29. 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.

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Board of Supervisors, Chair	Phillip G. Stepp Ponderosa Storage
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

Exhibit A
SCOPE OF WORK

Continue to provide the County of Mariposa and Mariposa County District Attorney's Office with long-term evidence storage services for the People v. Cary Stayer case.

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

Exhibit B
COST PROPOSAL

(2) 8x48 storage units at 5610 Carleton Road, Mariposa, CA 95338

$100.00 per month, per unit

$2,400.00 per year

Attachment: Ponderosa Storage Agreement 2022 (RES-2022-403 : Approve Agreement for Long-Term Evidence Storage with Ponderosa

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-404

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve HUD CoC Grant Program Agreement

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

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors received and approved a Homeless Strategic Plan on June 9, 2015, and adopted Resolution 15-278. This request for funding supports the strategies identified in the Plan.

The Board of Supervisors approved Resolution 2015-498 on October 20, 2015 an HUD application for funding for Continuum of Care program

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:
The costs for this grant are paid from the Health Division 3352-402 and 3536-402 budgets. There is no impact to the General Fund.

ATTACHMENTS:
HUD CoC Application 2015 (PDF)
Us HUD (GRANT) - V3 Corrected version to cob - 6.28V3in pdf (PDF)

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

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found on the HUD Exchange at https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2015 Continuum of Care (CoC) Program Competition. For more information see FY 2015 CoC Program Competition NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2015 CoC Program NOFA and the FY 2015 General Section NOFA.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with onscreen text and the hide/show instructions found on each individual screen.
- New projects may only be submitted as either Reallocated or Permanent Supportive Housing Bonus Projects. These funding methods are determined in collaboration with local CoC and it is critical that applicants indicate the correct funding method. Project applicants must communicate with their CoC to make sure that the CoC submissions reflect the same funding method.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- HUD reserves the right to reduce or reject any new project that fails to adhere to (24 CFR part 578 and application requirements set forth in FY 2015 CoC Program Competition NOFA.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

1A. Application Type

Instructions:

Type of Submission: This field is pre-populated and cannot be changed.

Type of Application: This field is pre-populated and cannot be changed.

If Revision, select appropriate letters: This field is pre-populated and cannot be changed.

If “Other”, specify: Field intentionally left blank, cannot edit.

Date Received: This field is pre-populated with the date on which the application is submitted and cannot be edited.

Applicant Identifier: Field intentionally left blank, cannot edit.

Federal Entity Identifier: Field intentionally left blank, cannot edit.

Federal Award Identifier: Field intentionally left blank, cannot edit.

Date Received by State: Field intentionally left blank, cannot edit.

State Application Identifier: Field intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Type of Submission:	
2. Type of Application:	New Project Application
If Revision, select appropriate letter(s):	
If "Other", specify:	
3. Date Received:	10/15/2015
4. Applicant Identifier:	
5a. Federal Entity Identifier:	
5b. Federal Award Identifier:	
6. Date Received by State:	
7. State Application Identifier:	

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

1B. Legal Applicant

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on ”View Applicant Profile” from the left-menu bar, place the Project Applicant Profile in “edit” mode on the Submission Summary screen to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in “complete” mode on the Submission Summary screen before clicking on “Back to New Project Application FY2015” from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

8. Applicant

a. Legal Name: County of Mariposa

b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000880

	c. Organizational DUNS:	071859607	**PL US 4**	

d. Address

Street 1: PO Box 99
Street 2: 5362 Lemee Lane
City: Mariposa
County: Mariposa
State: California
Country: United States
Zip / Postal Code: 95338

e. Organizational Unit (optional)

Department Name: Human Services Department
Division Name:

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

f. Name and contact information of person to be contacted on matters involving this application

Prefix:	Ms.
First Name:	Janet
Middle Name:	
Last Name:	Gass
Suffix:	
Title:	Staff Services Analyst II
Organizational Affiliation:	County of Mariposa
Telephone Number:	(209) 966-2000
Extension:	891
Fax Number:	(209) 966-8251
Email:	jgass@mariposahsc.org

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

1C. Application Details

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on “”View Applicant Profile” from the left-menu bar, place the Project Applicant Profile in “edit” mode on the Submission Summary screen to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in “complete” mode on the Submission Summary screen before clicking on “Back to New Project Application FY2015” from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

9. Type of Applicant:	B. County Government
If "Other" please specify:	
10. Name of Federal Agency:	Department of Housing and Urban Development
11. Catalog of Federal Domestic Assistance Title:	CoC Program
CFDA Number:	14.267
12. Funding Opportunity Number:	FR-5900-N-25
Title:	Continuum of Care Homeless Assistance Competition
13. Competition Identification Number:	
Title:	

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

1D. Congressional District(s)

Instructions:

Areas Affected By Project: This field is required. Select the State(s) in which the proposed project will operate and serve the homeless.

Descriptive Title of Applicant's Project: This field is populated with the name entered on the Project form when the project application was initiated. To change the project name, click return to the Submission List and click on “Projects” on the left hand menu. Click on the magnifying glass next to the project name to edit.

Congressional District(s):

a. Applicant: This field is pre-populated from the Project Applicant Profile. Project applicants cannot modify the pre-populated data on this screen. However, project applicants may modify the Project Applicant Profile in e-snaps to correct an error.

b. Project: This field is required. Select district(s) in which the project is expected to operate.

Proposed Project Start and End Dates: In this required field, indicate the operating start date and end date for the project. For new project applications, indicate the estimated operating start and end date of the project.

Estimated Funding: Fields intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

14. Area(s) affected by the project (state(s) only): (for multiple selections hold CTRL key) California

15. Descriptive Title of Applicant's Project: Marposa County Human Services Housing Program

16. Congressional District(s):

a. Applicant: CA-004

b. Project: CA-004

(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 04/01/2016

b. End Date: 03/31/2017

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

18. Estimated Funding ($)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

1E. Compliance

Instructions:

Is Application Subject to Review by State Executive Order 12372 Process: In this required field, select the appropriate dropdown option that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

Click the following link to access the lists of those States that have chosen to participate in the intergovernmental review process: http://www.whitehouse.gov/omb/grants_spoc

If the applicant is located in a state or U.S. territory that is required review by State Executive Order 12372, enter the date this application was made available to the State or U.S. territory for review.

Is the Applicant Delinquent on any Federal Debt: In this required field, select the appropriate dropdown option that applies to the project applicant. This question applies to the project applicant's organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "Yes" is selected, an explanation is required in the space provided on this screen.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

19. Is the Application Subject to Review By State Executive Order 12372 Process?	b. Program is subject to E.O. 12372 but has not been selected by the State for review.
If "YES", enter the date this application was made available to the State for review:	11/20/2015
20. Is the Applicant delinquent on any Federal debt?	No
If "YES," provide an explanation:	

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

1F. Declaration

Instructions:

The authorized person for the project applicant organization must agree to the declaration statement in order to proceed to the project application. The list of certifications and assurances are contained in the FY 2015 CoC Program NOFA (Section VI.A.i.b) and in the e-snaps Project Applicant Profile.

Authorized Representative: The authorized representative's information is pre-populated on this screen from the Project Applicant Profile. A copy of the governing body's authorization for this person to sign the project application as the official representative must be on file in the applicant's office.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

All screens, 1A – 1F must be completed in full before the project applicant will have access to the Project Application in e-snaps.

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

I AGREE: X

21. Authorized Representative

Prefix:	Ms.
First Name:	Chevon
Middle Name:	
Last Name:	Kothari
Suffix:	
Title:	Director
Telephone Number: (Format: 123-456-7890)	(209) 966-2000
Fax Number: (Format: 123-456-7890)	(209) 966-8251

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Email: ckothari@mariposahsc.org
Signature of Authorized Representative: Considered signed upon submission in e-snaps.
Date Signed: 10/15/2015

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the icon. To view or update subrecipient information already listed, select the view option.

Total Expected Sub-Awards: $54,000

Organization	Type	Sub-Award Amount
Alliance For Community Transformations	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)	$54,000

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

2A. Project Subrecipients Detail

Instructions:

Enter the contact information for the person designated by the subrecipient who has the authority to act on the subrecipient's behalf.

Organization Name: This field is required. Enter the legal name of the organization that will serve as the subrecipient.

Organization Type: This field is required. Select the type of business organization that best describes the subrecipient. Nonprofit applicant types (both public and private) are required to submit to HUD one of the following sources documenting nonprofit status: (1) IRS letter or ruling showing 501(c)(3) status; (2) Documentation showing certified United Way agency status; (3) Certification from a licensed CPA (see 24 CFR part 578); or (4) Letter from an authorized state official showing that the applicant is organized and in good standing as a public nonprofit organization.

If Other, please specify: Enter the other type of business organization that best describes the subrecipient.

Employer or Tax Identification Number: This field is required. Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service.

rganizational DUNS: This field is required. Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained at http://www.dnb.com.

Physical Address: Enter the street address, city, state, and zip code (required);

Congressional District(s): This field is required. Select the congressional district(s) in which the subrecipient is located.

Faith Based Organization: This field is required. Select "Yes" or "No" if the subrecipient is a faith based organization.

Prior Federal Grant Recipient: This field is required. Select "Yes" or "No" to indicate if the subrecipient has ever received a federal grant.

Expected Sub-Award Amount: This field is required. Enter the expected sub-award amount.

Contact person: Enter the prefix, first name, last name, and title (required); middle name and suffix (optional). Enter the person's organizational affiliation if affiliated with an organization other than the subrecipient. Enter the person's telephone number and email (required); alternate number, extension, and fax number (optional).

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

a. Organization Name: Alliance For Community Transformations

b. Organization Type: M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

If "Other" specify:

c. Employer or Tax Identification Number: 77-0272319

	*** d. Organizational DUNS:**	942067794	**PLUS 4:**	

e. Physical Address

Street 1: 5174 Highway 140
Street 2: PO Box 2075
City: Mariposa
State: California
Zip Code: 95338

f. Congressional District(s): (for multiple selections hold CTRL key) CA-004

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant,either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: $54,000

j. Contact Person

Prefix: Ms.
First Name: Alison
Middle Name:
Last Name: Tudor
Suffix:
Title: Executive Director
E-mail Address: alison@alliance4you.org

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Confirm E-mail Address: alison@alliance4you.org
Phone Number: 209-742-6456
Extension:
Fax Number:

Documentation of the subrecipient's nonprofit status is required with the submission of this application.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

2B. Experience of Applicant, Subrecipient(s), and Other Partners

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Instructions:

Describe the experience of the applicant and potential subrecipients (if any), in effectively utilizing federal funds and performing the activities proposed in the application, given funding and time limitations: This is a required field. Describe why the applicant, subrecipients, and partner organizations (e.g., developers, key contractors, subcontractors, service providers) are the appropriate entities to receive funding. Provide concrete examples that illustrate their experience and expertise in the following: 1) working with and addressing the target population's identified housing and supportive service needs; 2) developing and implementing relevant program systems, services, and/or residential property construction and rehabilitation; 3) identifying and securing matching funds from a variety of sources; and 4) managing basic organization operations including financial accounting systems.

Describe the experience of the applicant and potential subrecipients (if any) in leveraging other Federal, State, local, and private sector funds: This is a required field. Include experience with all Federal, State, local and private sector funds. If the applicant and subrecipient have no experience leveraging other funds, include the phrase "No experience leveraging other Federal, State, local, or private sector funds."

Describe the basic organization and management structure of the applicant and subrecipients (if any). Include evidence of internal and external coordination and an adequate financial accounting system: This is a required field. Include the organization and management structure of the applicant and all subrecipients, making sure to include a description of internal and external coordination and the financial accounting system that will be used to administer the grant.

Are there any unresolved monitoring or audit findings for any HUD grants (including ESG) operated by the applicant or potential subrecipients (if any): This is a required field. Select "Yes" or "No" to indicate whether or not the subrecipient has open OIG audit findings; poor or non-compliance with applicable Civil Rights Laws and/or Executive Orders; or open McKinney-Vento related monitoring findings. The question is related to those projects for which the subrecipient organization is either a direct recipient or a subrecipient.

Describe the unresolved monitoring or audit findings: This is a required field if "Yes" to the previous question. Use the space provided to explain the details of the unresolved monitoring or audit findings and the steps the applicant or subrecipient will take to resolve the findings.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Describe the experience of the applicant and potential subrecipients (if any), in effectively utilizing federal funds and performing the activities proposed in the application, given funding and time limitations.

Mariposa County Human Services (MCHS), as lead applicant, has a significant amount of experience in securing and managing federal funding and grant awards. Due to the size of our Department and multiple funding sources, we have been able to effectively leverage and match funding to expand our programs. Although many of our funding sources are administered through the California Departments of Social Services or the Health Care Services, we adhere to federal regulations in the management of these federal funds (Medicaid, TANF, SNAP, Title IVE, etc.).

Prior to 2012, Mariposa County operated our local Community Action Agency, which developed and/or administered programs including: the Housing Authority, the Housing Choice Voucher Program, Energy Assistance and Weatherization Programs, Housing Rehabilitation Programs, and Emergency Housing Assistance Programs. Many of these programs were consolidated in regional efforts with other counties over the past few years, however, the staff and knowledge still exist within the team to manage these programs and we are looking forward to expanding these services for the community. Mariposa County currently utilizes Mental Health funding to provide housing assistance in the form of Transitional Housing and was recently awarded a CalWORKs Housing Support Program grant to provide rapid re-housing services to homeless families. Many of the individuals served through these programs are currently homeless and as such our team has developed skills and strategies for appropriate outreach, engagement, and reduction of access barriers.

The Alliance for Community Transformations has been in operation for 25 years. It began as a domestic violence program and has been operating emergency shelter for victims since 1995 and transitional housing programs since 2010. In 2006, the agency received grant funding to build an emergency shelter and owns and operates two transitional homes. The organization has expanded over time to include multiple programs, including substance abuse recovery support services, offender treatment, a youth center, Court Appointed Special Advocates, and most recently, a drop-in wellness center for individuals experiencing mental health, substance abuse and homelessness. They leverage and match funds and resources, which have allowed them to expand over time. As a non-profit organization, the Alliance is primarily funded through a combination of State and Federal Grants, as well as local government contracts and donations. For 20 years, Mountain Crisis has received both state and federal funding through entities such as: Office of Emergency Services, Substance Abuse and Mental Health Services Agency, Office of Violence Against Women, Centers for Disease Control and Prevention, California Department of Health Services, and more. They have maintained an outstanding reputation in the community for effectively and efficiently managing grants and funds and for providing responsive community services. They have been at the forefront of developing strategies, alongside the County, that will be responsive to our homeless population.

Financial Accounting systems and strategies have been adopted in each agency to manage multiple federal and state grants and other funding sources.

2. Describe the experience of the applicant and potential subrecipients (if any) in leveraging other Federal, State, local, and private sector funds.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Mariposa County Human Services has a great deal of experience in leveraging funds. For several years, MCHS utilized Community Service Block Grant funds to hire grant writing consultants to obtain additional federal and state grant awards. This leveraging was highly successful and paid for itself 10 times over. Additionally, MCHS has the discretion to utilize certain funding sources (MHSA and Program Realignment) for match on funding applications. This is done consistently, allowing program dollars to stretch further. The Alliance for Community Transformations has 20 years of experience in providing in-kind match through their numerous volunteer programs, allowing them to access federal and state funds that require match, such as OES and OVW (VOCA and VAWA) funds. Additionally, they do numerous local fund raisers, accessing private sector funding, that allow them to provide cash match when leveraging local, state and federal dollars.

3. Describe the basic organization and management structure of the applicant and subrecipients (if any). Include evidence of internal and external coordination and an adequate financial accounting system.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

MCHS is a Department of Mariposa County. The Department Director reports directly to the County Board of Supervisors. The Director oversees 4 Deputy Directors and an Assistant Director. Each Deputy Director is responsible for management of one of the Department's Divisions: Employment and Community Services, Behavioral Health and Recovery Services, Social Services, and Administrative Services. The Deputy Directors from each Division and their staff meet with regularity to ensure excellent collaboration between programs, as well as providing strong fiscal and grant management support. The Administrative Division monitors and manages all finances using the County's AS400 Accounting System and follows all regulations set forth in the OMB Circulars. Mariposa County Auditor's office has responsibility for oversight of all financial functions and conducts an annual audit of all Department finances.

The Alliance for Community Transformations has an Executive Director the reports to a volunteer Board of Directors. The Executive Director and her Administrative Director are responsible for the oversight of all finances. The Program Directors report to the Executive Director and are responsible for Program Operations. The Alliance utilizes Quick Books Professional to ensure adequate fund accounting, tracking and reporting of all financials. Financials are reviewed monthly by the Board's Finance Committee. Additionally an independent audit is conducted by an outside firm annually and findings are presented to the Board of Directors each year. The Agency has had no Audit Findings in it's history. Additionally, the agency successfully manages at least 25 grants and contracts each year and has done so successfully for over 10 years.

Both agencies are active participants on the Central Sierra CoC, working to find regional approaches to building programs. Additionally, Mariposa County is in a unique position, due to our size, to work in a truly collaborative fashion with our community partners, both traditional and non-traditional partners, in case coordination, team decision meetings, councils, committees and advisory groups. Many local non-profits and public entities share resources, share funds and work together on behalf of individuals in our community. This can be evidenced by the numerous collaborative grant awards, projects and initiatives which cut across the public and private sector.

4a. Are there any unresolved monitoring or audit findings for any HUD grants (including ESG) operated by the applicant or potential subrecipients (if any)?	No

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3A. Project Detail

Instructions:

The selections made on this screen will determine the remaining screens that must be completed for this project application.

CoC Number and Name: Select the number and name of the CoC to which the project application will be submitted for the local competition review process. This is the CoC that will submit the CoC Consolidated Application to HUD by the designated submission deadline. Applicants with projects that do not belong to a CoC should select "No CoC."

CoC Applicant Name: Select the name of the CoC Applicant, also known as the Collaborative Applicant, from the dropdown. In most cases, there will only be one name from which to choose. The project applicant should choose the name of the CoC Applicant to which they intend to submit this project application.

Project Name: This is pre-populated from the "Project" Form and cannot be edited.

Project Status: The default selection is "Standard," indicating that the applicant is submitting the application to the Collaborative Applicant for consideration in the FY 2015 CoC Program competition. The selection should only be changed to "Appeal" in the event that the project application is rejected by the Collaborative Applicant (either formally in e-snaps or outside of e-snaps) and the project applicant wants to appeal this decision directly to HUD by submitting a solo application. For additional information on the appeal process, see the Section X of the FY 2015 CoC Program Competition NOFA. A full explanation of the process is provided on Screen "9A. Notice of Intent to Appeal."

Component Type: This is a populated field with PH, SSO and HMIS as options for selection and cannot be edited. PH-Permanent Supportive Housing, Rapid Re-Housing, SSO for Coordinated Entry and Dedicated HMIS projects are the only types of new project applications that can be submitted in the FY 2015 CoC Program Competition.

Energy Star: this field is required. Select "Yes" or "No" to indicate if Energy Star is being used in this project at one or more properties that will receive funding in this CoC Program Competition.

Title V: This field is required. Select "Yes" or "No" to indicate if one or more properties being served by this project were acquired under Title V.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1a. CoC Number and Name: CA-526 - Tuolumne, Amador, Calaveras, Mariposa Counties CoC

1b. CoC Applicant Name: Amador-Tuolumne Community Action Agency

2. Project Name: Marposa County Human Services Housing Program

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3. Project Status:	Standard
4. Component Type:	PH
5. Is Energy Star used at one or more of the proposed properties?	Yes
6. Does this project use one or more properties that have been conveyed through the Title V process?	No

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3B. Project Description

Instructions:

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Provide a description that addresses the entire scope of the proposed project: This field is required. The project description should address the entire scope of the project, including a clear picture of the target population(s) to be served, the plan for addressing the identified needs/issues of the CoC target population(s), projected outcome(s), and coordination with other source(s)/partner(s). The narrative is expected to describe the project at full operational capacity. The description should be consistent with and make reference to other parts of this application.

Describe the estimated schedule for the proposed activities, the management plan, and the method for assuring effective and timely completion of all work: This is a required field. Provide a schedule and describe both a management plan and implementation methodology that will ensure that the project will begin operating within the requirements described in the FY 2015 CoC Program NOFA and CoC Program interim rule if it is selected for a funding award.

Will your project participate in a CoC Coordinated Entry Process: This is a required field. Select “Yes” if the project is currently participating in a coordinated entry process. Select “No” if a coordinated entry process does not exist in the CoC or if the project does not participate.

Please identify the project's specific population focus. (Select ALL that apply): PH and SSO projects must select the applicable populations as outlined in the FY 2015 CoC Program NOFA. Multiple checkboxes are provided as options.

Housing First: This is a required field for PH projects and does not apply to SSO and HMIS projects. The following questions are required fields to complete the Housing First question. Select all applicable checkboxes that indicate whether or not the project will follow a housing first approach. Select “none of the above” if the project will not follow a housing first approach.

Will the project quickly move participants into permanent housing?: Select “Yes” or “No.”

Will the project ensure that participants will not be screened out based on the listed reasons? (Check all that apply): The applicant must select at least one checkbox.

Will the project ensure that participants are not terminated from the program for listed reasons? (Check all that apply): The applicant must select at least one checkbox.

Will the project follow a "Housing First" approach?: This question’s response of “Yes” or “No” is auto-scored based upon the responses to the questions above. This field is not editable.

If applicable, describe the proposed development activities and the responsibilities that the applicant and potential subrecipients (if any) will have in developing, operating, and maintaining the property. This field must be completed if the project applicant will request capital costs (e.g., acquisition, rehabilitation, or new construction) in the project application. Provide a detailed list of the activities and responsibilities assigned to the applicant and each subrecipient (if any

Will the PH project provide PSH or RRH: This is a required field. Select PSH if the project will operate according to a permanent supportive housing model as defined by 24 CFR 578. Select RRH if the project will operate according to a rapid rehousing model as defined by 24 CFR 578. “

Will the project request costs under the rental assistance budget line item?: This is a required field. Select “Yes” or “No” from the dropdown menu and if “Yes” is selected, provide an explanation in the textbox provided.

Describe the method for determining the type, amount, and duration of rental assistance that participants can receive. Textbox is provided if the response to the question above is “Yes”. If the project is requesting rental assistance, describe the method or process the applicant will use to determine the type, amount, and duration of rental assistance that participants can receive. For PH-PSH projects this generally means a brief explanation of the choice of rental assistance type (PRA, SRA, or TRA).

Will participants be required to live in a particular structure, unit, or locality, at some point during the period of participation: This is a required field. If “Yes” is selected, explain, in the textbox provided, how and why the project will implement this requirement for participants to live in particular structure, unit, or locality during all or a portion of the period of participation.

Will more than 16 persons live in one structure: This is a required field. If “Yes” is selected, describe, in the textbox provided, the local market conditions, that necessitate a project of this

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size and describe how the project will be integrated into the neighborhood.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Provide a description that addresses the entire scope of the proposed project.

The current Project aims to obtain Permanent Supportive Housing for six chronically homeless adults with mental or health related disabilities.
TARGET POPULATION: Our planning revealed that more than half of the homeless in our community have a mental illness, a substance use disorder, a disabling health condition or a brain injury. Although all are probably eligible for benefits, very few current access SSI or SSDI. Nonetheless, this income would still make it difficult to afford existing housing in the County. Most seemingly lack independent living skills and are experiencing significant health or mental health symptoms, necessitating increased emergency response services.
PLAN TO ADDRESSS NEED: Major barriers for this population in our small, rural, economically tourist-based county include: lack of low-barrier, single-unit, affordable housing units and lack of living-wage employment opportunities. The Project will utilize a Housing First approach to reduce the barriers for chronically homeless individuals to move into housing, while using a “wrap around” approach to case management to help the participants remain successful in housing over time. Due to the lack of single-unit housing inventory, individuals will share small two-bedroom houses, which will be leased and managed by the Alliance. Supportive services will be provided by MCHS, in coordination with the Alliance.
PROJECTED OUTCOMES: In addition to HUD’s expected outcomes of an increase in individuals obtaining and maintaining in housing and income, two additional outcomes projected include: improved mental health and health outcomes (including decreased symptomology, improved functional status, etc); and decreased need for emergency response usage (as measured by decreased ER visits, law enforcement response, and incarcerations), a significant and growing concern in our community.
COORDINATION: MCHS will lead the Project, providing supportive services to participants, including: case management, mental health and substance abuse treatment, employment and training support, life skills training, educational support, transportation, income attainment, health care coordination, and more. As both the Social Services and Behavioral Health agency for the County, MCHS is uniquely positioned to provide this broad spectrum of these services.

The primary role of the subrecipient, the Alliance for Community Transformations (the Alliance) will be to locate and manage the leased units, actively participate on the supportive services team, and provide supportive services from thier existing programs, when applicable to the participant’s needs. The Alliance provides a variety of services including: domestic and sexual violence services (including emergency shelter and transitional housing), substance use recovery support, offender services, and a Wellness Center for individuals experiencing mental illness, substance abuse and homelessness.

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2. Describe the estimated schedule for the proposed activities, the management plan, and the method for assuring effective and timely completion of all work.

Should MCHS be successful in its application for funding, the following timeline is anticipated:

04-01-2016: MCHS will bring award notification to Board of Supervisors and Board Chair will sign contract with HUD for CoC Funding.
05-01-2016: MCHS Staff will prepare and present contract with Alliance for Community Transformations to Mariposa County Board of Supervisors; Board Chair will sign contract.
06-01-2015: MCHS and Alliance staff will finalize documentation to administer program (screening and assessment tools, lease agreements with participants, program guidelines and operations manuals, outcome measurement tools, etc.)
07-01-2016: The Alliance will identify homes and enter into lease(s) with landlords. MCHS and Alliance will meet with collaborative partners to begin to take referrals to Program.
By 08-01-2016: First program participant(s) will be placed in Permanent Supportive Housing.
By 10-01-2016: All leases will be signed and program participants placed.

Throughout the beginning phase of the Project, the assigned case management team from the Alliance and MCHS will meet weekly with management staff from both agencies (Program Director from the Alliance and Social Work Supervisor and Staff Services Analyst from MCHS) to ensure the Project is meeting projected time frames, that the Program is developed in accordance with 24 CFR 578 for Permanent Supportive Housing, and that screening, data collection and evaluation tools are appropriately selected and utilized for required tracking, grant reporting and quality improvement processes.

Ultimately the Deputy Director of Employment and Community Services for Mariposa County Human Services will guide the overall project to ensure it's success and adherence to HUD Requirements.

3. Will your project participate in a CoC Coordinated Entry Process? Yes

4. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless	X	**Domestic Violence**	
Veterans		**Substance Abuse**	X
Youth (under 25)		**Mental Illness**	X
Families		**HIV/AIDS**	
		Other (Click 'Save' to update)	X

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Other: Chronic Health Problems

5. Housing First

a. Will the project quickly move participants into permanent housing Yes

b. Does the project ensure that participants are not screened out based on the following items? Select all that apply. By checking all of the first four boxes, this project will be considered low barrier.

Having too little or little income	X
Active or history of substance abuse	X
Having a criminal record with exceptions for state-mandated restrictions	X
History of domestic violence (e.g. lack of a protective order, period of seperation from abuser, or law enforcement involvement)	X
None of the above	

c. Does the project ensure that participants are not terminated from the program for the following reasons? Select all that apply.

Failure to participate in supportive services	X
Failure to make progress on a service plan	X
Loss of income or failure to improve income	X
Being a victim of domestic violence	X
Any other activity not covered in a lease agreement typically found in the project's geographic area.	X
None of the above	

d. Will the project follow a "Housing First" approach? Yes

6. If applicable, describe the proposed development activities and the responsibilities that the applicant and potential subrecipients (if any) will have in developing, operating, and maintaining the property.

There are currently no development activities in this proposal.

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7. Will the PH project provide PSH or RRH?	PSH
8. Will the project request costs under the rental assistance budget line item?	No
9. Will participants be required to live in a particular structure, unit, or locality, at some point during the period of participation?	No
10. Will more than 16 persons live in one structure?	No

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Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

3C. Project Expansion Information

Instructions:

Will the project use an existing housing facility or incorporate activities provided by an existing project: This is a required field. Select “Yes” or “No” to indicate whether the proposed project expands an existing project in any way either by increasing the number of persons served, providing additional supportive services, bringing existing facilities up to state or local government health and safety standards, or if the funding replaces the loss of non-renewable funding. If “Yes” select all of the applicable expansion activities and provide a description for each.

Select the activities below that describe the expansion project, and click on the "Save" button below to provide additional details. Select one or more of the following activities that describe the type of expansion being proposed. Once all selections have been made, click on the “Save” button in order for follow-up questions related to the applicable selections to be made visible.

Increase the number of homeless persons served
The project applicant will complete a table to indicate what the current level of effort (i.e., number of persons currently being served) and what the new level of effort will be as a result of this expansion project. The project applicant should enter the number of persons/units/beds based on the full capacity (currently and after expansion) at a single point in time and not based on the number of persons served over the course of an operating year.

Provide additional supportive services to homeless persons
Select from the available items in the first menu and click “Add” or “Add All” to move them to the second menu. To cancel selection of one or more items added to the second menu, click on the appropriate selection(s) and then click “Remove” or “Remove All.”

Use the text box provided to justify the supportive service increase indicated in the second menu screen above.

Bring existing facilities up to state or local government health and safety standards
Use the text box provided to describe how the project is proposing to "bring the existing facility(ies) up to state/local government health and safety standards." Please reference the applicable standard(s).

Replace the loss of nonrenewable funding
a) Use the text box provided to describe the source of non-renewable funding.
b) Use the text box provided to describe why the funds are non-renewable.
c) Select the date from the date field corresponding to the date when the non-renewable funds will expire
d) Use the text box provided to describe what steps were taken to obtain other funding sources.
e) Use the text box provided to describe why CoC Program funds are needed to continue operating the project.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Will the project use an existing homeless facility or incorporate activities provided by an existing project? No

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4A. Supportive Services for Participants

Instructions:

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Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families: This is a required field. Select “Yes” ,“No” or “N/A” to indicate whether the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with local and federal educational laws, including the McKinney-Vento Act. Only projects that do not serve families with children or unaccompanied youth should select “N/A.” If “No” is selected, the project applicant will be required to answer an additional question.

Does the proposed project have a designated staff person to ensure that children are enrolled in school and receive educational services, as appropriate: This is a required field. Select “Yes”,“No” or “N/A” to indicate whether the project has a designated staff person responsible for ensuring that children and youth are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services. Only projects that do not serve families with children or unaccompanied youth should select “N/A.” If “No” is selected, the project applicant will be required to answer an additional question.

Describe the manner in which the project applicant will take into account the educational needs of children when children and/or families are placed in housing: This is a required field if a response of “No” is given for either one of the two preceding questions. Use this space to explain how the project will plan to meet the educational needs of children and youth participants according to the requirements specified under section 426.B.4 of the McKinney-Vento Act as amended by HEARTH.

Describe how participants will be assisted to obtain and remain in permanent housing: This is a required field. Describe how the project applicant will assist project participants to obtain and remain in permanent housing. The response should address how the applicant will take into consideration the needs of the target population and the barriers that are currently preventing them from obtaining and maintaining permanent housing. The applicant should describe how those needs and barriers will be addressed through case management and/or other supportive services that will be offered through the project. If participants will be housed in units not owned by the project applicant, the narrative must also indicate how appropriate units will be identified and how the project applicant or subrecipient will ensure that rents are reasonable. Established arrangements and coordination with landlords and other homeless services providers should be detailed in the narrative.

Describe specifically how participants will be assisted both to increase their employment and/or income and to maximize their ability to live independently: This is a required field. Describe the supportive services that will be provided to help project participants locate employment and access mainstream resources so that they are more likely to be able to live independently.

For all supportive services available to participants, indicate who will provide them and how often they are provided. This field is required and at least one value must be entered. Complete each row from the dropdown menus for supportive services that will be available to participants, using the funds requested through the application, and funds from other sources. If more than one Provider is relevant for a single service, please select the provider that corresponds to the highest frequency.

- Provider: select one of the following: “Applicant” to indicate that the applicant will provide the service directly; “Subrecipient” to indicate that a subrecipient will provide the service directly; “Partner” to indicate that an organization that is not a subrecipient of project funds but with whom a formal agreement or MOU has been signed will provide the service directly; or, “Non-Partner” to indicate that a specific organization with whom no formal agreement has been established regularly provides the service to clients. If more than one provider offers the service at the same frequency, choose the provider according to the following: Applicant, then Subrecipient, then Partner, and lastly, non-Partner.
- Frequency: Select the most common interval of time for which the service is accessible to participants. If two frequencies are equally common, choose the interval with the highest frequency.

Applicants may leave dropdown menus as “—select—” when services are not applicable.

Please identify whether the project will include the following activities:

Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs: This is a required field. Select “Yes” if the project provides regular or as

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requested transportation assistance to mainstream and community resources, including appointments, employment training, or jobs. Select “No” if transportation is not regularly provided or cannot be provided consistently as requested.

Use of a single application form for four or more mainstream programs: This is a required field. Select “Yes” if the project uses a single application form that allow participants to sign up for four or more mainstream programs. Select “No” if mainstream forms are for 3 or fewer programs.

Regular follow-ups with participants to ensure mainstream benefits are received and renewed: This is a required field. Select “Yes” if the project regularly follows-up with participants to ensure that they are receiving their mainstream benefits and to renew benefits when required. Select “No” if there is no follow-ups or the follow-ups are irregular concerning mainstream benefits.

Will project participants have access to SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency: This is a required field. Select “Yes” if project participants have access to SSI/SSDI technical assistance. The assistance can be provided by the applicant, a subrecipient, or a partner agency – through a formal or informal relationship. Select “No” if there is no or significantly limited access to SSI/SSDI technical assistance.

Indicate the last SOAR training date for the staff person providing the technical assistance: This is a required field. Indicate the date of the last SOAR training date for the staff person who is providing the technical assistance.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1a. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Not Applicable

1b. Will the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Not Applicable

2. Describe how participants will be assisted to obtain and remain in permanent housing.

Barriers to housing include: lack of affordable, "low-barrier" units; limited income; legal or credit problems; instability due to mental health, health or substance use; geographic access barriers to services; and limited public transportation, etc. A leasing model will reduce the many of the barriers faced by participants. We have begun the process of engaging landlords and will work collaboratively with them to ensure units are managed and maintained and that landlords have direct contact with staff should problems arise. A Housing First approach will be used to reduce unecessary barriers or unrealistic expectations for participants. Service plans will be developed, individualized goals created, and supportive services provided at the homes and in the community to help participants meet their goals. It is likely that services will include: mental health/substance use treatment, health care coordination, income attainment, life skills development, etc.

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3. Describe specifically how participants will be assisted both to increase their employment and/or income and to maximize their ability to live independently.

Our case managers have a vast amount of experience helping individuals work towards self-sufficiency. Given the broad range of abilities likely to show up in our participant population, a number of strategies will be employed. Our target population includes individuals with mental and/or health related disabilities. It is anticipated that some of these individuals will already be accessing the maximum income they are entitled to through the Social Security Administration, CalFRESH, and Medi-Cal, however, for those who are not, our Eligibility Team will work with them to enroll them in benefits and assist in their applications for SSI or SSDI. It is anticipated that 83% will have income within a year of Program participation (5 out of 6). Although not all of our program participants will be able to effectively participate in employment, for those that can, we will conduct a vocational assessment to determine what capabilities they have to contribute, whether it be in a paid position or volunteer position. It is anticipated that 17% (1 out of 6) will obtain some type of employment within a year of participation and that another 34% (2 out of 6) will engage in some type of volunteer activity. This will help provide a sense of productivity and assist in self-sufficiency. Based on the participant's level of functioning, a case plan will help guide which life skills and functional areas need to be addressed. Our case management team has a great deal of experience in providing 1:1 or group self-sufficiency development. Some life skills training or assistance which will likely be developed include: cooking, personal hygiene, shopping, using public transportation, social skills and communication, etc. We anticipate that 100% of our participants will demonstrate an increase in self-sufficiency within 6 months of participation in the Program.

4. For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they will be provided.
Click 'Save' to update.

Supportive Services		Provider	Frequency
Assessment of Service Needs		Applicant	Monthly
Assistance with Moving Costs		Applicant	As needed
Case Management		Applicant	Daily
Child Care			
Education Services		Partner	As needed
Employment Assistance and Job Training		Partner	As needed
Food		Applicant	As needed
Housing Search and Counseling Services		Applicant	As needed
Legal Services		Applicant	As needed
Life Skills Training		Applicant	Weekly
Mental Health Services		Applicant	Weekly
Outpatient Health Services		Applicant	As needed
Outreach Services		Applicant	As needed
Substance Abuse Treatment Services		Applicant	As needed

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Transportation		Subrecipient	As needed
Utility Deposits		Applicant	As needed

5. Please identify whether the project will include the following activities:

5a. Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs?	Yes
5b. Use of a single application form for four or more mainstream programs?	Yes
5c. Regular follow-ups with participants to ensure mainstream benefits are received and renewed?	Yes
6. Will project participants have access to SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency?	Yes
6a. Indicate the last SOAR training date for the staff person providing the technical assistance.	06/30/2015

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4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the icon. To view or update a housing site already listed, select the icon.

Total Units: 3
Total Beds: 6
Total Dedicated CH Beds: 6
Total Prioritized CH Beds: 0

Housing Type	Units	Beds	Dedicated CH Beds	Non-Dedicated CH Beds
Shared housing	3	6	6	0

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Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

4B. Housing Type and Location Detail

Instructions:

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ALL PROJECTS EXCEPT HMIS

A unique detail screen should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail screen. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail screen.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "2b. Beds" are dedicated to the chronically homeless: This is a required field. Enter that total number of beds that are dedicated to the chronically homeless (CH). Dedicated CH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness, as defined at 24 CFR 578.3, unless there are no persons within the CoC that meet that criteria. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). If a project has dedicated beds to serve CH families, all beds serving the household should be included in this number. If none of the beds are dedicated to the chronically homeless, enter "0." If this is a new reallocated PSH project, all beds must be dedicated to the chronically homeless.

How many of the total beds entered in "2b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This required field will calculate automatically and is the difference between the total beds entered into field 2b. Beds and the value entered into 3a above.

How many of the beds listed in question "3b." above will likely become available through turnover in the FY 2015 operating year: This is a required field. Enter the number of beds that are estimated to become available through turnover in the FY 2016 operating year. Using the value automatically calculated in field 3b, estimate and then enter the number of beds that will likely become available over the requested grant term. This will give you the number turnover beds that are not dedicated to the chronically homeless.

How many of the beds listed in question "3c." above will be prioritized for use by the chronically homeless in the FY 2016 operating year: This is a required field. Use the number of turnover beds that are not dedicated to the chronically homeless and that you estimated in field 3c to estimate and enter the number of those beds that will be prioritized for the chronically homeless as soon as they do turnover.

Beds for veterans
How many of the total beds entered in "2b. Beds" are dedicated to veterans: This is a required field. Enter the total number of beds that are dedicated to veterans.

Beds for families
How many of the total beds entered in "2b. Beds" are dedicated to families: This is a required field. Enter the total number of beds that are dedicated to families.

Beds for youth
How many of the total beds entered in "2b. Beds" are dedicated to youth: This is a required field. Enter the total number of beds that are dedicated to youth, including parenting youth and unaccompanied youth.

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Housing Type: Shared housing

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3

b. Beds: 6

***3. Beds for the Chronically Homeless**

a. How many of the total beds entered in "2b. Beds" are dedicated to the chronically homeless?	6
b. How many of the total beds entered in "2b. Beds" are not dedicated to the chronically homeless?	0
c. How many of the beds listed in question "3b." above will likely become available through turnover in the FY 2015 operating year?	0
d. How many of the beds listed in question "3c." above will be prioritized for use by the chronically homeless in the FY 2015 operating year?	0

3. Address:

Street 1: Not Yet Selected

Street 2:

City: Mariposa

State: California

ZIP Code: 95338

***4. Select the geographic area(s) associated with the address. For new projects, select the area(s) expected to be covered. (for multiple selections hold CTRL key)**

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

069043 Mariposa County

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

5A. Project Participants - Households

Instructions:

In each non-shaded field list the number of households or persons served at maximum program capacity. The numbers here are intended to reflect a single point in time at maximum occupancy and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Households: Enter the number of households under at least one of the categories: Households with at least One Adult and One Child, Adult Households without Children, or Households with Only Children.

Households with at least One Adult and One Child: Enter the total number of households with at least one adult and one child. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Households without Children: Enter the total number of adult households without children. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Households with Only Children: Enter the total number of households with only children. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Characteristics: Enter the total number of homeless that fall under one of the characteristics listed.

Persons in Households with at least One Adult and One Child: Enter the number of persons in households with at least one adult and on child for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Persons in Households without Children: Enter the number of persons in households without children for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children: Enter the number of persons in households with only children for each demographic row. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Totals: All fields in the “Total Number…” and “Total Persons” rows will automatically calculate when the “Save” button is clicked.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households		6		6

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Adults over age 24		6		6

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Adults ages 18-24				0
Accompanied Children under age 18				0
Unaccompanied Children under age 18				0
Total Persons	0	6	0	6

Click Save to automatically calculate totals

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

5B. Project Participants - Subpopulations

Instructions:

*This screen can only be completed once Screen "5A. Project Participants – Households" has been completed and saved.

In each non-shaded field enter the number of persons served at maximum program capacity according to their age group, disability status, and the extent in which persons served fit into one or more of the subpopulation categories. The numbers here are intended to reflect a single point in time at maximum capacity and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Complete each of the three charts on the screen according to household types.

Persons in Households with at least one Adult and One Child chart: Enter only persons in households with at least one adult and one child. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and at least one person under the age of 18.

Persons in Households without Children chart: Enter only persons in adult households without children. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children chart: Enter only persons in households with only children. To be listed on this chart, a person must be part of a household with no persons at or above the age of 18, and only persons under the age of 18.

Total Persons: All fields in the "Total Persons" rows will calculate automatically when the "Save" button is clicked.

Describe the unlisted subpopulations referred to above: This field is visible and mandatory if a number greater than 0 is entered into the column "Persons not represented by listed subpopulations." Enter text that describes the person(s) identified in this column and explains how they do not fall under the other categories in columns 1 through 9.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

Persons in Households with at Least One Adult and One Child

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Adults over age 24										
Adults ages 18-24										
Children under age 18										
Total Persons	0	0	0	0	0	0	0	0	0	0

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Persons in Households without Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Adults over age 24	6			3		3		3		
Adults ages 18-24										
Total Persons	6	0	0	3	0	3	0	3	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence	Physical Disability	Developmental Disability	Persons not represented by listed subpopulations
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

5C. Outreach for Participants

Instructions:

Enter the percentage of project participants that will be coming from each of the following locations: This is a required field. Enter the percentage (between 0% and 100%) of participants that will be coming from each of the following locations:
- Directly from the street or other locations not meant for human habitation
- Directly from emergency shelters
- Directly from safe havens
- Persons fleeing domestic violence

Total of above percentages: The percentages entered will automatically sum when all required fields are entered and the “Save” button is clicked. A warning message will appear if the total is greater than 100%.

If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements: This field is required if the total percentage calculated above is less than 100 percent. If required, explain where the unaccounted for participants will come from. All participants served in CoC Program funded projects must meet eligibility criteria set forth in the CoC Program interim rule and the FY 2015 CoC Program NOFA.

Describe the outreach plan to bring these homeless participants into the project: This field is required. Describe how the applicant/subrecipient plans to bring homeless persons into the project. Also describe the contingency plan that the applicant/subrecipient will implement if the project experiences difficulty in meeting the requirements to serve exclusively chronically homeless individuals and/or families. The contingency plan may include re-evaluating the intake assessment procedures or outreach plan.

NOTE The definition of Chronic Homelessness qualifies persons as chronically homeless only when they come from the street or other locations not meant for human habitation, emergency shelter, or safe havens. Additionally, to qualify for rapid re-housing, persons may only come from the street or other locations not meant for human habitation, emergency shelter, or safe havens.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Enter the percentage of project participants that will be coming from each of the following locations.

50%	**Directly from the street or other locations not meant for human habitation.**
50%	**Directly from emergency shelters.**
	Directly from safe havens.
100%	**Total of above percentages**

2. If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements.

The total is 100%

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

3. Describe the outreach plan to bring these homeless participants into the project.

The lead applicant has been providing outreach to the homeless population over this past year. We have worked closely with our community partners, Mariposa Open Arms and The Alliance to identify potential participants for housing programs and keep open communication with those participants. We feel several of them will be very ready and capable of moving into a home. There are a few individuals, especially those with severe mental illnesses, who will take some additional engagement to prepare them for housing. Our Behavioral Health and Recovery Division has recently starting employing a method of using Team Decision Meetings in working with hard to reach populations, which is an "Innovative" Strategy under the Mental Health Services Act. The concept is to bring trusted individuals from the participant's life together, to support the participant and set goals. In some cases, this includes clergy, family members, friends, providers, etc. who have a vested interest in seeing an individual succeed, but also can provide natural supports for ongoing recovery from mental illness and substance abuse. At times, many of our chronically homeless community members also have substantial legal issues. The District Attorney and Judges are strong collaborative and supportive partners, encouraging treatment, support and housing, over sanctions. Mariposa County is currently exploring a Mental Health Court and we currently have SAMHSA Funding for a Drug Court Program, which can help to encourage participants to enter the Program as well. Although ultimately the Permanent Supportive Housing Program will be voluntary, the participants will receive a great deal of support for their participation. In the unlikely event that we are having difficulty meeting our service goals, we will coordinate with the community partners listed within this proposal to identify those in need.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

5D. Discharge Planning Policy

1. Has the state or local government developed or implemented a discharge planning policy or protocol to prevent or reduce the number of persons discharged from publicly-funded institutions (e.g. health care facilities, foster care, correctional facilities, or mental health institutions) into homelessness or HUD McKinney-Vento funded programs?	Yes

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

6A. Standard Performance Measures

Instructions:

Housing Measures: This is a required field. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year: Count each participant who is still living in your units supported by your facility as well as clients who have exited your units and moved into another permanent housing situation

Income Measure: This is a required field where at least one option must be chosen by the project applicant.

a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.

b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

For each measure, enter a number in the blank cells according to the following instructions:

Universe (#): Enter the total number of persons about whom the measure is expected to be reported. The Universe is the total pool of persons that could be affected.

Target (#): Enter the number of applicable clients from the universe who are expected to achieve the measure within the operating year. The Target is the total number of persons from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Specify the universe and target for the housing measure. Click 'Save' to calculate the target percent (%).

Housing Measure	Target (#)	Universe (#)	Target (%)
a. PSH: Persons remaining in permanent housing at the end of the operating year or exiting to permanent housing destinations (per data element 3.12 of the 2014 HMIS Data Standards) during the operating year.	5	6	83%

2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal. Click 'Save' to calculate the target percent (%).

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Income Measure	Target (#)	Universe (#)	Target (%)
a. Adults who maintained or increased their total income (from all sources) as of the end of the operating year or project exit.	3	6	50%
OR			
b. Adults who maintained or increased their earned income as of the end of the operating year or project exit.			0%

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

6B. Additional Performance Measures

Specify up to three additional measures on which the project will report performance in the Annual Performance Report (APR).
To add information to this list, click on the icon and enter the requested information.

Proposed Measure
Improved Mental H...
Decreased Use of ...

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

6B. Additional Performance Measures Detail

Instructions:

For each additional measure, fill in the blank cells according to the following instructions:

Performance Measure: Provide a name for the additional performance measure. This name will populate the list on the parent additional performance measures form.

Universe (#): Enter the total number of persons/units/items about whom/which the measure is expected to be reported. The Universe is the total pool of persons/units/items that could be affected.

Target (#): Enter the number of applicable persons/units/items from the universe who/that are expected to achieve the measure within the operating year. The Target is the total number of persons/units/items from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Data Source: (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results: This is a required field. Use the text box provided to provide as much detail concerning the data systems and methods as possible.

Specific data elements and formula proposed for calculating results: This is a required field. Use the text field provided and be specific.

Rationale for why the proposed measure is an appropriate indicator of performance for this program: This is a required field. Use the text field provided to describe the appropriateness of the measure given the nature of the program.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Specify the universe and target goal numbers for the proposed measure.

a. Proposed Measure	b. Target (#)	c. Universe (#)	d. Target (%)
Improved Mental Health Outcomes	5	6	83%

2. Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

The Milestones of Recovery Scale is an evidence-based tool utilized in our Behavioral Health and Recovery Services Division to measure a number of indicators surrounding factors that contribute to mental wellness. Some of these factors include an individual's symptomatology, however, much of the focus individual functioning, self-sufficiency, and other variables such as housing, income, employment, health status, etc. which help to stabilize mental health symptomatology. It is a simple tool to administer and one that the participant has an active role in completing. The tool will administered on a monthly basis by a mental health case manager. For those with an active case open in mental health, results are entered into our Electronic Health Records System. For those who do not enroll in Mental Health services, results will be kept in their confidential case files.

3. Specific data elements and formula proposed for calculating results

Data from the MORS will be trended over time to analyze the individual level outcomes, as well as aggregate outcomes for the Program. We will assess if individuals increase in their overall stability and self-sufficiency over time in the program. Results will be analyzed, to ensure movement is in the right direction, quarterly from the date of entry into the program to ensure progress is being achieved. Although the sample is too small to have meaningful statistical analysis other than determining trends, over time we hope to demonstrate statistically meaningful results.

4. Rationale for why the proposed measure is an appropriate indicator of performance for this program

The tool can be utilized not only for those with severe mental illnesses, but by anyone who may be experiencing some level of mental distress (depression, anxiety, etc.) as a result of their life circumstances. We have learned through our interviews with chronically homeless individuals in our community that all of them, whether having an identified mental illness or not, experience a variety of mental stressors. It is our belief that improvements in the Milestones to Recovery (symptoms, functional status, health status, quality of life, adverse events, and satisfaction with care) will lead to more stability in the lives of participants and better overall outcomes as related to sustaining housing over time.

6B. Additional Performance Measures Detail

Instructions:

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

For each additional measure, fill in the blank cells according to the following instructions:

Performance Measure: Provide a name for the additional performance measure. This name will populate the list on the parent additional performance measures form.

Universe (#): Enter the total number of persons/units/items about whom/which the measure is expected to be reported. The Universe is the total pool of persons/units/items that could be affected.

Target (#): Enter the number of applicable persons/units/items from the universe who/that are expected to achieve the measure within the operating year. The Target is the total number of persons/units/items from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Data Source: (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results: This is a required field. Use the text box provided to provide as much detail concerning the data systems and methods as possible.

Specific data elements and formula proposed for calculating results: This is a required field. Use the text field provided and be specific.

Rationale for why the proposed measure is an appropriate indicator of performance for this program: This is a required field. Use the text field provided to describe the appropriateness of the measure given the nature of the program.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Specify the universe and target goal numbers for the proposed measure.

a. Proposed Measure	b. Target (#)	c. Universe (#)	d. Target (%)
Decreased Use of Emergency Response Services	6	6	100%

2. Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results

At intake, a baseline will be collected on each participant to determine the number of emergency response services utilized over the past year (law enforcement response, emergency room response, ambulance response, and incarceration). On a quarterly basis, based on self-report as well as medical and law enforcement reports, case managers will track the number of times participants were involved in utilizing emergency services. Baseline data will be compared to data during the time period the participant was housed. Data will be kept in a spreadsheet and in the confidential files of each participant.

3. Specific data elements and formula proposed for calculating results

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

As previously mentioned, the following data elements will be tracked: law enforcement response, emergency room response, ambulance response, and incarceration. Analysis will be performed to compare baseline data from the time period prior to a participant being housed to the time period following their participation in the program.

4. Rationale for why the proposed measure is an appropriate indicator of performance for this program

Research has demonstrated that it is less costly overall to communities to put chronically homeless individual into housing, due to the high costs of emergency services. This is an important indicator for communities to track in order to assess a cost-benefit analysis of housing programs.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

7A. Funding Request

Instructions:

Will it be feasible for the project to be under grant agreement by September 30, 2017: This is a required field. Select "Yes" or "No" to indicate if this project application is awarded if it will be in a position to begin operating by September 30, 2017. The FY 2015 HUD Appropriations Act requires HUD to obligate FY 2015 CoC Program funds by this date. If "No" is selected, or if the deadline is not met, this may result in the rejection of a grant or the recapture of conditionally awarded funds.

Is the project proposing to use funds reallocated from the CoC's annual renewal demand OR Is the project applying for funding through the permanent housing bonus? Select "Reallocation" if this project application was created through the use of funds reallocated from one or more eligible renewal projects.

Does this project propose to allocate funds according to an indirect cost rate? This is a required field. Select 'Yes' or 'No' to indicate whether the project either has an approved indirect cost plan in place or will propose an indirect cost plan by the time of conditional award. For more information concerning indirect costs plans, please consult 2 CFR Part 200.56, Part 200.413 and Part 200.414, FY 2015 NOFA and contact your local HUD office. The following questions become visible if "Yes" is selected:

- Please complete the indirect cost rate schedule below: Applicant must complete at least one row in the grid.
- Has this rate been approved by your cognizant agency? Select "Yes" or "No" from the dropdown menu.
- Do you plan to use the 10% de minimis rate?: Select "Yes" or "No" from the dropdown menu.

Select a grant term: This is a required field. Select the term of the proposed project application. The selection here will determine how the "Summary Budget" will calculate the total funding request. Please refer to the FY 2015 CoC Program NOFA for details concerning grant terms and years of funding for different project types and eligible costs.

Select the costs for which funding is being requested: This is a required field. All project applications must identify the eligible cost budgets for which funding is being requested. The choices available will depend on the project type selected on Screen "3A Project Detail." The following eligible cost budgets may be listed: acquisition/rehabilitation/new construction, leased units, leased structures, rental assistance, supportive services, operations, and HMIS. Indicate only those activities for which the applicant is requesting funding from HUD through the FY 2015 CoC Program competition.

If you do not see the eligible cost budgets that you expected, you may need to return to Screen "3B. Project Description" to review the type of project selected. See the FY 2015 CoC Program NOFA for additional guidance.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Will it be feasible for the project to be under grant agreement by September 30, 2017?	Yes

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

2. Is the project proposing to using funds reallocated from the CoCs annual renewal demand OR is the project applying for funding through the permanent housing bonus?	Permanent Housing Bonus
3. Does this project propose to allocate funds according to an indirect cost rate?	No
4. Select a grant term:	1 Year

*** 5. Select the costs for which funding is being requested:**

Acquisition/Rehabilitation/New Construction	
Leased Units	X
Leased Structures	
Supportive Services	
Operations	X
HMIS	

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

7C. Leased Units

The following list summarizes the funds being requested for one or more units leased for operating the projects. To add information to the list, select the icon. To view or update information already listed, select the icon.

Total Annual Assistance Requested:	$30,240
Grant Term:	1 Year
Total Request for Grant Term:	$30,240
Total Units:	3

FMR Area	Total Units Requested	Total Annual Assistance Requested	Total Budget Requested
CA - Mariposa Cou...	3	$30,240	$30,240

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Leased Units Budget Detail

Instructions:

Metropolitan or non-metropolitan fair market rent area: This is a required field. Select the FY 2015 FMR area in which the project is located. The list is sorted by state abbreviation. The selected FMR area will be used to populate the rent for each unit in the FMR Area column in the chart below. The FMRs are available online at http://www.huduser.org/portal/datasets/fmr.html.

Size of Units: Unit size is defined by the number of distinct bedrooms and not by the number of distinct beds.

# of units: This is a required field. For each unit size, enter the number of units for which funding is being requested.

FMR: These fields are populated with the FY 2015 FMRs based on the FMR area selected by the applicant. They serve as a reference and upper limit for the amounts entered in the HUD Paid Rents column.

HUD Paid Rents: This is a required field. For each unit size, enter the rent to be paid by the CoC program grant. This rent can be equal to or below the FMR amount in the previous column. Once funds are awarded recipients must document compliance with the rent reasonable requirement in 24 CFR 578.49.

12 Months: These fields are populated with the value 12 to calculate the annual rent request. The total request for this budget will calculate based on the grant term selected on Screen “7A. Funding Request.”

Total Request: This column populates with the total calculated amount from each row.

Total Units and Annual Assistance Requested: The fields in this row are automatically calculated based on the total number of units and the sum of the total requests per unit size per year.

Grant Term: This field is populated with the grant term selected on the "Funding Request" screen and will be read only.

Total Request for Grant Term: This field is calculated based on the total annual assistance requested multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

In the chart below, enter the appropriate values in the "Number of units" and "HUD Paid Rent" fields.

Metropolitan or non-metropolitan fair market rent area: CA - Mariposa County, CA (0604399999)

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Leased Units Annual Budget

Size of Units	Number of units (Applicant)		FMR (Applicant)	HUD Paid Rent (Applicant)		12 months		Total request (Applicant)
SRO		x	$458		x	12	=	$0
0 Bedroom		x	$611		x	12	=	$0
1 Bedroom		x	$621		x	12	=	$0
2 Bedroom	3	x	$840	$840	x	12	=	$30,240
3 Bedroom		x	$1,046		x	12	=	$0
4 Bedroom		x	$1,356		x	12	=	$0
5 Bedroom		x	$1,559		x	12	=	$0
6 Bedroom		x	$1,763		x	12	=	$0
7 Bedroom		x	$1,966		x	12	=	$0
8 Bedroom		x	$2,170		x	12	=	$0
9 Bedroom		x	$2,373		x	12	=	$0
Total units and annual assistance requested:	3							$30,240
Grant term:								1 Year
Total request for grant term:								$30,240

Click the 'Save' button to automatically calculate totals.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

7E. Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the icon. To view or update information already listed, select the icon.

Total Request for Grant Term:	
Total Units:	

Total Assistance Requested Amount has to be greater than $0.

Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
This list contains no items			

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

7G. Operating

Instructions:

Enter the quantity and total budget request for each operating cost. The request entered should be equivalent to the cost of one year of the relevant operations activity.

Eligible Costs: The system populates a list of eligible operating costs for which funds can be requested. The costs listed are the only costs allowed under 24 CFR 578.55.

Quantity AND Detail: This is a required field. A quantity AND description must be entered for each requested cost. Enter the quantity in detail (e.g. .75 FTE hours and benefits for staff, utility types, monthly allowance for supplies) for each operating cost for which funding is being requested. Please note that simply stating “1FTE” is NOT providing “Quantity AND Detail” and restricts understanding of what is being requested. Failure to enter adequate “Quantity AND Detail” may result in conditions being placed on the award and a delay of grant funding.

Annual Assistance Requested: This is a required field. For each grant year, enter the amount of funds requested for each activity. The amount entered must only be the amount that is DIRECTLY related to operating the housing or supportive services facility.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated based on the grant term selected on Screen "7A. Funding Request" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on the total amount requested for each eligible cost multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

A quantity AND description must be entered for each requested cost.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Maintenance/Repair	$20 per hour x 5 hours per week x 52 weeks (salary and benefits for part-time extra help employee) for garbage hauling, yard maintenance, building repair, maintenance, etc.); Approximately $110 per month x 12 months for maintenance supplies	$6,510
2. Property Taxes and Insurance	$50 per month per unit x 3 units x 12 months	$1,950
3. Replacement Reserve	Reserve for replacement of carpets, appliances, etc.	$3,000
4. Building Security		
5. Electricity, Gas, and Water	$200 per month per unit x 3 units x 12 months	$7,800
6. Furniture	$1500 per unit x 3 units	$4,500
7. Equipment (lease, buy)		
Total Annual Assistance Requested		$23,760
Grant Term		1 Year
Total Request for Grant Term		$23,760

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Click the 'Save' button to automatically calculate totals.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

7I. Sources of Match/Leverage

The following list summarizes the funds that will be used as Match or Leverage for the project. To add a Matching/Leverage source to the list, select the icon. To view or update a Matching/Leverage source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	$13,500
Total Value of In-Kind Commitments:	$0
Total Value of All Commitments:	$13,500

Summary for Leverage

Total Value of Cash Commitments:	$0
Total Value of In-Kind Commitments:	$22,000
Total Value of All Commitments:	$22,000

Match/ Leverage	Type	Source	Contributor	Date of Commitment	Value of Commitments
Leverage	In-Kind	Government	Medi-Cal Billing ...	10/16/2015	$10,000
Leverage	In-Kind	Government	County Program Re...	10/16/2015	$2,000
Match	Cash	Government	Mental Health Ser...	10/20/2015	$13,500
Leverage	In-Kind	Government	Mental Health Ser...	10/20/2015	$10,000

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, and the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen with populate the Screen “7J. Summary Budget.” The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Will this commitment be used towards match or leverage?	Leverage
2. Type of commitment:	In-Kind
3. Type of source:	Government
4. Name the source of the commitment: (Be as specific as possible and include the office or grant program as applicable)	Medi-Cal Billing for Mental Health Services
5. Date of Written Commitment:	10/16/2015
6. Value of Written Commitment:	$10,000

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, and the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen with populate the Screen “7J. Summary Budget.” The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Will this commitment be used towards match or leverage?	Leverage
2. Type of commitment:	In-Kind
3. Type of source:	Government
4. Name the source of the commitment: (Be as specific as possible and include the office or grant program as applicable)	County Program Realignment for SSDI and SSI Advocacy
5. Date of Written Commitment:	10/16/2015
6. Value of Written Commitment:	$2,000

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, and the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen with populate the Screen “7J. Summary Budget.” The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Will this commitment be used towards match or leverage?	Match
2. Type of commitment:	Cash
3. Type of source:	Government
4. Name the source of the commitment: (Be as specific as possible and include the office or grant program as applicable)	Mental Health Services Act
5. Date of Written Commitment:	10/20/2015
6. Value of Written Commitment:	$13,500

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, and the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash ($) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen with populate the Screen “7J. Summary Budget.” The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

1. Will this commitment be used towards match or leverage?	Leverage
2. Type of commitment:	In-Kind
3. Type of source:	Government
4. Name the source of the commitment: (Be as specific as possible and include the office or grant program as applicable)	Mental Health Services Act- Community Services and Supports
5. Date of Written Commitment:	10/20/2015
6. Value of Written Commitment:	$10,000

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

7J. Summary Budget

Instructions:

The system populates a summary budget based on the information entered into each preceding budget form. Review the data and return to the previous forms to correct any inaccurate information. All fields are read only with exception to field “9. Admin (Up to 10%).”the “Total Requested for Grant Term for Admin.”

Admin (Up to 10%): Enter the amount of requested administration funds. The grant will not fund greater than 10% of the request listed in the field “Sub-Total Eligible Costs Request.” If an amount above 10% is entered, the system will report an error and prevent application submission when the screen is saved.

Total Assistance plus Admin Requested: This field is automatically populated based on the amount of funds requested on the various budgets completed by the project applicant and Admin costs requested. This is this is the total amount of funding the project applicant will request in the FY 2015 CoC Program Competition.

Cash Match: This field is automatically populated. If it needs to be changed, return to Screen “7I. Match/Leverage” to make changes to this field.

In-Kind Match: This field is automatically populated. If it needs to be changed, return to Screen “7I. Match/Leverage” to make changes to this field.

Total Match: This field will automatically calculate the total combined value of the Cash and In-Kind Match. The total match must equal 25% of the request listed in the field “Total Eligible Costs Request” minus the amount requested for Leased Units and Leased Structures. There is no upper limit for Match. If an ineligible amount is entered, the system will report an error and prevent application submission. To correct an inadequate level of match, return to Screen “7I. Match/Leverage” to make changes.

Cash and In-Kind Match entered into the budget must qualify as eligible program expenses under the CoC program regulations. Compliance with eligibility requirements will be verified at grant agreement.

The Total Budget automatically calculates when you click the "Save" button.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

The following information summarizes the funding request for the total term of the project. However, the appropriate amount of cash and in-kind match and administrative costs must be entered in the available fields below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1a. Acquisition			$0
1b. Rehabilitation			$0
1c. New Construction			$0
2a. Leased Units	$30,240	1 Year	$30,240

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

2b. Leased Structures	$0	1 Year	$0
3. Rental Assistance	$0	1 Year	$0
4. Supportive Services	$0	1 Year	$0
5. Operating	$23,760	1 Year	$23,760
6. HMIS	$0	1 Year	$0
7. Sub-total Costs Requested			$54,000
8. Admin (Up to 10%)			$5,000
9. Total Assistance Plus Admin Requested			$59,000
10. Cash Match			$13,500
11. In-Kind Match			$0
12. Total Match			$13,500
13. Total Budget			$72,500

Click the 'Save' button to automatically calculate totals.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

8A. Attachment(s)

Instructions:

Subrecipient Nonprofit Documentation: Documentation of the subrecipient's nonprofit status must be uploaded, if the applicant and project subrecipient are different entities, and the subrecipient is a nonprofit organization.

Other Attachment(s): Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

If indicated on Screens 3A and/or 3B, the following additional attachment screens may be visible that should be used instead of Screen 8A. Attachments:

CoC Rejection Letter: Projects that are applying for CoC funds and that have been rejected for the competition by their CoC (Solo Projects) must submit documentation from the CoC verifying and explaining why the project has been rejected.

Certification of Consistency with Consolidated Plan: Each applicant that is not a State or unit of local government is required to have a certification by the jurisdiction in which the proposed project will be located that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made in accordance with the provisions of the consolidated plan regulations at 24 CFR part 91, subpart F. For projects that selected "No CoC" on Screen 3A, a form HUD-2991 must be obtained and signed by the certifying official for the applicable jurisdiction, indicating that the proposed project will be consistent with the Consolidated Plan.

If the Solo Applicant is a State or unit of local government, the jurisdiction must certify that it is following its HUD-approved Consolidated Plan.

Additional Resources can be found at the HUD Exchange:
https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No	Alliance Nonprofi...	10/15/2015
2) Other Attachment(s)	No		
3) Other Attachment(s)	No		

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

Attachment Details

Document Description: Alliance Nonprofit 501(c)3 Letter

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

8B. Applicant Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

15-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 15 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official: Chevon Kothari
Date: 10/15/2015
Title: Director
Applicant Organization: County of Mariposa
PHA Number (For PHA Applicants Only):

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, ficticious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).	X

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

9B. Submission Summary

Page	Last Updated
1A. Application Type	No Input Required
1B. Legal Applicant	No Input Required
1C. Application Details	No Input Required
1D. Congressional District(s)	10/09/2015
1E. Compliance	10/09/2015
1F. Declaration	10/09/2015
2A. Subrecipients	10/15/2015
2B. Experience	10/14/2015
3A. Project Detail	10/12/2015
3B. Description	10/15/2015
3C. Expansion	10/12/2015
4A. Services	10/15/2015
4B. Housing Type	10/15/2015
5A. Households	10/12/2015
5B. Subpopulations	No Input Required
5C. Outreach	10/15/2015
5D. Discharge Policy	10/14/2015
6A. Standard	10/14/2015
6B. Additional Performance Measures	10/14/2015
7A. Funding Request	10/14/2015
7C. Leased Units	10/15/2015
7E. Rental Assistance	Please Complete
7G. Operating	10/14/2015
7I. Match/Leverage	10/15/2015
7J. Summary Budget	No Input Required
8A. Attachment(s)	10/15/2015

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Applicant: Mariposa County Human Services 069043
Project: Marposa County Human Services Housing Program 129922

8B. Certification 10/15/2015

Notes:

7E. Rental Assistance list must include at least 1 item(s).

Total Assistance Requested Amount has to be greater than $0.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 0223260113
Aug. 13, 2013 LTR 4168C 0
77-0272319 000000 00
00025334
BODC: TE

ALLIANCE FOR COMMUNITY
TRANSFORMATIONS
%CANDY O DONEL-BROWNE
PO BOX 2075
MARIPOSA CA 95338-2075

017939

Employer Identification Number: 77-0272319
Person to Contact: M HALL-KHAYO
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 09, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in February 1996.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

0223260113
Aug. 13, 2013 LTR 4168C 0
77-0272319 000000 00
00025335

ALLIANCE FOR COMMUNITY
TRANSFORMATIONS
%CANDY O DONEL-BROWNE
PO BOX 2075
MARIPOSA CA 95338-2075

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

Attachment: HUD CoC Application 2015 (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

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

Grant Number: CA1486L9T262106
Tax ID Number: 94-6000880
Unique Entity Identifier [SAM]: PNG4LUYEKK53

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

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

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

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

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

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

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation authorized by this grant agreement is $72,590, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Attachment: Us HUD (GRANT) - V3 Corrected version to cob - 6.28V3in pdf (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
CA1486L9T262106	12 months	01-01-2023 - 12-31-2023	01-01-2023 - 12-31-2023	$72,590

a.	Continuum of Care planning activities	$0
b.	Acquisition	$0
c.	Rehabilitation	$0
d.	New construction	$0
e.	Leasing	$37,850
f.	Rental assistance	$0 $0
g.	Supportive services	$29,74
h.	Operating costs	0 $0
i.	Homeless Management Information System	$5,000
j.	Administrative costs	$0
k.	Relocation Costs	
l.	HPC homelessness prevention activities:	
	Housing relocation and stabilization services	$0
	Short-term and medium-term rental assistance	$ 0

Attachment: Us HUD (GRANT) - V3 Corrected version to cob - 6.28V3in pdf (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Pre-award Costs for Continuum of Care Planning

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

These provisions apply to all Recipients:

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

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

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

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

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

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

Attachment: Us HUD (GRANT) - V3 Corrected version to cob - 6.28V3in pdf (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

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

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

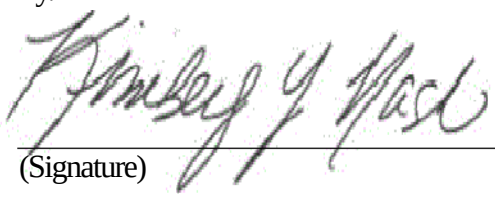
By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Attachment: Us HUD (GRANT) - V3 Corrected version to cob - 6.28V3in pdf (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

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

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Kimberly Y Nash, Director

(Typed Name and Title)

June 3, 2022

(Date)

RECIPIENT

County of Mariposa

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Attachment: Us HUD (GRANT) - V3 Corrected version to cob - 6.28V3in pdf (RES-2022-404 : Approve HUD CoC Grant Program Agreement)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
This Project does not propose to allocate funds according to an indirect cost rate.		

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

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

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

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.
To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-405

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve CDHCS Allocation for CCMU Program

RECOMMENDATION AND JUSTIFICATION:
Approve acceptance of Crisis Care Mobile Units (CCMU) program funding from the California Department of Health Care Services (CDHCS) in the amount not to exceed $699,205; authorize the Director of Mariposa County Health and Human Services Agency to accept this funding and implement the associated program activities; and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency CCMU Fund Budget for additional Grant Revenue to be Received ($699,205).

The California Department of Health Care Services (DHCS) is utilizing $150 million in funding received from the Behavioral Health Continuum Infrastructure Program (BHCIP) and $55 million received from the Substance Abuse and Mental Health Services Administration through the Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications to support and expand behavioral health mobile crisis and non-crisis services.

DHCS has awarded $699,205 to the County of Mariposa for a funding term of June 10, 2022 through February 14, 2023.

Given the adoption of a System of Care approach within HHSA and with partner organizations, our team would use CCMU funds, if awarded, to plan the design and implementation of a Community Information Exchange (CIE). A CIE is a software application that can share information across various collaborative entities for improved care coordination and case management. The CIE will also serve as a data repository so that we can better capture data and measure outcomes. The data gathered from the CIE would allow HHSA to identify opportunities for preventive care. Examples include reducing emergency room department costs attributed to patients seeking non-emergency care services, and developing responsive programs to support community needs based on data analysis.

In a similar board agenda item (Res. 2022-291, May 10, 2022) we also requested funding from the County Medical Services Program (CMSP) for the same project. Unfortunately this funding request was not accepted, however we have been encouraged to reapply during the next funding cycle. If funding from both grants is approved, we will seek to use braided funding techniques to fund our CIE

implementation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On 6/7/2022 the Board approved RES 2022-333 to Ratify CCMU Community Information Exchange Grant Application.

On 1/2/2022 the Board approved RES 2022-13 ID #12421, for the acceptance of $500,000 in funding from CCMU that included: (1) hiring a Psychiatric Registered Nurse to enable Triage Response Assessment Crisis (TRAC) to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not accept the CCMU funding opportunity. The result would be that HHSA would continue to seek funding opportunities to support future implementation of a CIE.

FINANCIAL IMPACT:
There is no impact to the County General Fund. Under the new CCMU program, $699,205 in new funds will be received that will fund these activities. Associated revenue and appropriations are included in the attached Budget Action ($699,205)

ATTACHMENTS:
CRRSAA_Mariposa_County_Amendment2_Notice_of_Approval (DOCX)
CCMU CIE Grant Application (PDF)
CCMU Proposed SOW (PDF)
7460-CA MOBILE CRISIS-MARIPOSA-01 Modification 2 (PDF)
Budget Action for CCMU Amendment 2 CIE FY22-23 (PDF)

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



CRISIS CARE MOBILE UNITS PROGRAM

June 10, 2022

Mariposa County Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
Attn: Lynn Rumfelt

Re: Crisis Care Mobile Units (CCMU) Program, Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Augmentation Funds

Dear Lynn Rumfelt:

Thank you for your application for the California Department of Health Care Services (DHCS) CCMU Program CRRSAA Amendment #2. DHCS is pleased to announce that Mariposa County Behavioral Health and Recovery Services has been selected to receive additional CRRSAA funds in the amount of **$699,205.00**. Congratulations! This letter serves as official notification of the award.

This funding will be added to your current CCMU contract through a modification. Per the terms of the contract modification, the additional CRRSAA funding must be spent by February 14, 2023. You may begin expending these funds as of the date of this letter.

If you have any questions, please contact the AHP Team at CCMU@ahpnet.com.

Sincerely,

Monica Reeves, M.Ed.
CCMU Project Director

Cc: Randy Ridenhour
Sarah Higgs

Attachment: CRRSAA_Mariposa_County_Amendment2_Notice_of_Approval (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

I. Application Form

Application Overview	
Overview	
Lead Agency Name	Mariposa County Health and Human Services
Project Name	Community Information Exchange Implementation
Area Served (catchment area) (20 words max)	Mariposa County, California
County/Counties	Mariposa County
Total Funds Requested	$700,000
Projected number of unduplicated individuals with substance use and/or mental health conditions that will be reached through this project	759
Projected number of system partners that will participate in or receive training from this project	5
Projected number of unduplicated stakeholders that will participate in or receive training from this project	350
Project abstract (provide a 50-word description; if selected, this will be used to announce the award)	Mariposa County HHSA will implement a Community Information Exchange software solution to allow for faster information sharing, referrals, and to support the System of Care approach which will improve and enhance the collaborative response to individuals facing mental health or substance use crisis.

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Applicant Information and Qualifications

Lead Agency Contact Information

Street Address	5362 Lemee Lane
City, State, ZIP	Mariposa, CA 95338
County	Mariposa
Email Address	Acarter@mariposacounty.org
Telephone Number	209-742-0891
Website Address	http://www.mariposacounty.org/1829/Health-and-Human-Services

Lead Agency Authorized Representative

Name (First and Last)	Joe Lynch
Title	Director
Email Address	jlynch@mariposacounty.org
Telephone Number	209-966-2000

Project Director

Name (First and Last)	Andy Carter
Title	Senior Administrative Analyst
Email Address	Acarter@mariposacounty.org
Telephone Number	209-742-0891

Lead Agency Type:

Fire Department or Other First Responder Law Enforcement

County Behavioral Health

Nonprofit Behavioral Health Provider Tribal Entity

Nonprofit Community Based Organization

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Other: Please specify - County Health and Human Services Agency

Subcontractor and Other Key Partner Agencies and Roles (only include partners that have agreed to participate in this project)	
1. Subcontractor or Key Partner Agency Name: County of Mariposa Probation Department **Contact Name/Title: Pete Judy / Chief Probation Officer Contact Email: pjudy@mariposacounty.org** Check one: Subcontractor Other **Key Partner** Individual Stakeholder	**Role and Contribution to Project (up to 50 words)** **County Probation will use the CIE to link probationers to services including Behavioral Health and Recovery services and share data with partner organizations, allowing them to improve outcomes for the population that they serve which includes individuals facing mental health and substance use.**
2. Subcontractor or Key Partner Agency Name: John C Fremont Healthcare District **Contact Name/Title: Shahriar Tajbakhsh / Interim Chief Financial Officer Contact Email: staj@jcf-hospital.com** Check one: Subcontractor Other **Key Partner** Individual Stakeholder	**Role and Contribution to Project (up to 50 words)** **John C Fremont Healthcare district will use the CIE to connect both the primary care clinic and the Emergency Department to patient data to make informed decisions to provide quality care, including those who face mental health issues or substance use. It will allow HHSA staff to refer clients for Medically Assisted Therapy (MAT) for opioid withdrawal.**

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

3. Subcontractor or Key Partner Agency Name: Alliance for Community Transformations **Contact Name/Title: Alison Tudor / Executive Director** **Contact Email: alison@alliance4you.org** Check one: Subcontractor Other Key Partner	**Role and Contribution to Project (up to 50 words)** **The Alliance for Community Transformations will contribute to the project by connecting to the CIE, sharing data with HHSA and other partners about housing, social services, and peer counseling for their clients which includes individuals facing mental health and substance use challenges.**
4. Subcontractor or Key Partner Agency Name: Sheriff's Office- Mariposa Adult Detention Facility **Contact Name/Title: Jacob Bobman / Jail Lieutenant** **Contact Email: jbobman@mariposacounty.org** Check one: Subcontractor Other Key Partner	**Role and Contribution to Project (up to 50 words)** **Mariposa Adult Detention Facility will contribute to the project by connecting to the CIE allowing for coordination of services for behavioral health and substance use while incarcerated and upon release.**
5. Subcontractor or Key Partner Agency Name: **Contact Name/Title: Contact Email:** Check one: Subcontractor Other Key Partner	**Role and Contribution to Project (up to 50 words)**

Individual Stakeholder	
Auditing	

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Describe your plan for an annual financial audit, how it will be conducted, and by whom (50 words max)	The HHSA Fiscal team will be responsible for the annual financial audit in conjunction with the County Auditor's office. The team will keep a file of supporting documents for all purchases under this BHJIS grant. The Auditor hires an independent CPA firm to audit all county fiscal procedures and to prepare the annual Single Audit Report.

I. Proposal Narrative:

Attach a Word document or PDF that responds to the questions below. See scoring on page 5 of this RFA. Do not exceed maximum number of words per section. Do not include additional attachments.

A. Community Need (300 words max)

a. What current community need are you proposing to address?
b. Describe community partnerships and resources that could be readily established or are already in place to support this project.

HHSA is proposing through this grant to meet the current community need of better coordination and service delivery with the various key partners in the County. A 2019 Community Health Needs Assessment identified five key areas of concern including access to care, poverty/jobs, behavioral/mental health issues, substance use/addiction, and housing. The rural isolation and lack of economic opportunities create an environment that is conducive to depression, anxiety, and other mental and behavioral health disorders. This also increases risk for homelessness and substance abuse.

HHSA, along with its partners, would benefit from data shared from multiple systems to inform decisions about the care and services needed by our clients. Sharing of this information is challenging given the current fragmented nature of information technology infrastructure, the use of multiple electronic health records, and case management systems in Mariposa County. Many of these do not allow for client access or client facing. System interoperability and data exchange are critical components in ensuring access to the right information at the right time. HHSA's solution to this is the implementation of an effective Community Information Exchange (CIE) which will create this interoperability, eliminate the existing gaps, and allow for the flow of information not only amongst the key partners but also with our clients. This will allow for collaboration across sectors and will improve service delivery and health outcomes for all clients who have underlying mental health or substance use issues.

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

HHSA has a long history of established partnerships within the community and collaborators for this project include John C. Fremont Healthcare District, Alliance for Community Transformations, Mariposa County Probation Department, Mariposa County Adult Detention (Sheriff's Office). As a small rural county, we are already working actively with these partners daily on a variety of projects and initiatives.

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

B. Project Description (1000 words max)

c. Describe in detail what you are proposing to do, including
   i. Project purpose/vision;
   ii. Goals, objectives, and project activities;
   iii. How the proposed project will build collaboration between law enforcement and/or first responders, behavioral health agencies, and/or providers and communities;
   iv. How the proposed project will address structural inequities, community engagement, policy/culture changes, and sustainability; and
   v. If providing direct services, how individuals will be identified, screened, assessed, and referred or linked to available behavioral health services, whether for crisis or follow-up care.

d. List two to five expected direct outcomes of the project.

e. What barriers do you anticipate, and how will you overcome these barriers?

Purpose/Vision

HHSA has been working on a solution since January 2019 for better coordination between community/county agencies and partners to ensure access to services and resources for all clients in crisis. The solution is a Community Information Exchange (CIE) which will enable the community to move from uncoordinated, reactive approaches to a proactive system by the creation of a single, unduplicated record with a cross sectoral care plan in order to better serve individuals facing mental health and substance use issues. Partnering organizations have agreed to a CIE solution in the past and letters of support indicating this support are included. The CIE is comprised of network partners that will use a shared language, a resource database, and an integrated technology platform to deliver enhanced community care planning and coordination. This tool will allow partners to share data from many sources and make bidirectional referrals. The CIE ensures that all collaborators involved have the most up-to-date information regarding our common clients. This allows for smoother transitions and referrals from service to service and eliminates the need for the patient/client/individual to recall any past services they might have received. The CIE will also incorporate a client facing portal to allow clients access to their information.

Goals/Objectives/Activities

The goal of implementing a CIE addresses core components to link Individuals facing mental health and substance use issues to comprehensive and coordinated services. A single integrated referral source for new clients will ensure quicker access to behavioral health care and community resources ensuring there is no “wrong door” to access services. Integrated data from multiple systems can enhance the understanding of the social determinants of health, including healthcare, education, economic stability, housing and neighborhood environment, and social and community context. The intended result is a proliferation of innovative cross-sector partnerships that share data to improve care-coordination, prevent duplication of services, inform public policy, and support individuals’ progress toward improved quality of life.

This would also address core components related to the continuity of care. The CIE would allow for the appropriate transfer of client information relevant to helping interactions, would enable patient referral capabilities, and would promote a whole person care approach in the development of discharge plans and next steps in support of improved patient outcomes

Mariposa County HHSA will take the lead role in the implementation of a CIE and administration of grant activities. Responsibilities will include the development of a Request for Information (RFI) and Request for Proposal (RFP) to invite vendors to submit a work plan for the development of an integrated technology platform; engagement of community partners and key stakeholders; implementation of the technology; coordination of training across the agency and with community partners; development of MOU’s and data-sharing agreements for inter- and intra-agency use; community messaging efforts, development of policies and procedures, and evaluation of project milestones.

Activities to support the implementation of the CIE are also outlined in the budget document.

Build Collaboration with Partners

HHSA also participates in a number of other funding opportunities that provide resources to address specific populations with higher needs. These include the Mental Health Services Act, Mental Health Block Grant, Substance Abuse Prevention Block Grant, Behavioral Heatlh Integration Grant, Jail Based Competency Treatment , Psychiatric Advance Directives, the No Place Like Home grant and funding to implement MAT for opioid addiction experienced within the inmate population. Through these existing programs community partners have been awarded contracts to expand the network of services offered in the community.

These various programs have allowed us to better address the needs of the inmate population, individuals experiencing homelessness, and community members with substance use disorders. However, these programs emphasize the siloed nature of state and federal funding streams and the challenge in integrating services. One goal with the implementation of a CIE will be to help remove those silos by increasing data sharing opportunities between partners. With an increase of shared data we can work better together in order to share information to create plans for care with the involvement of those who seek to improve the lives of those in the community.

Address Inequities/Community Engagement/Policy Changes/Sustainability

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Data sharing will allow us to make informed decisions surrounding the equitable allocation of resources and to use those resources to reduce the burden of care. Having data to back up our decisions will allow us to make informed decisions to better invest in care strategies. By better understanding of the users of services and their demographics, we can build a picture that will help us to directly affect the inequities within our community.

A desired function of the CIE would be a Data Dashboard that would provide both an internal facing component and an external public facing component including client access to personal dashboards. We would like to be able to publish data to our community to show transparence and highlight the outcomes achieved by clients, partners, and collaborators. Similar data dashboards are currently available and utilized in larger counties in California and we would seek guidance of lessons learned from those counties.

Direct Outcomes

Outcomes related to the implementation of a CIE include an increase in referrals to behavioral health services, increased coordination of care, an increase in justice diversion and increased awareness of client/patient movement relating to the services offered through the county. By increasing awareness we can help to establish care plans to provide a holistic approach to best serving the family or individual's needs. By using data analysis techniques we can look for patterns of behavior and utilize intervention strategies to decrease potential emergency service needs and reduce costs of care.

Barriers to Overcome

Due to the ongoing COVID-19 Pandemic, staff has been reassigned to assist with additional projects related to the county's Public Health COVID response. Without knowing what actions will be required in 2022, we could also potentially have limited bandwidth with the Project Management Team. However, we believe that once the vendor for the software solution has been identified, that the project will run smoothly through the grant period.

C. Applicant Qualifications, Including Collaborations (500 words max)

f. Describe the lead agency's qualifications, commitment, and plan to collaborate across system partners.

Mariposa County Health & Human Services Agency (HHSA) will be the lead applicant for the implementation of a Community Information Exchange. HHSA leadership and staff have strong organizational capacity to implement, operate and evaluate the proposed project. With a staff of 204 FTE and an annual budget of $70 million consisting primarily of state and federal grants allocations. The Behavioral Health (BH) Branch resides within HHSA —a "superagency" which also includes public health, child welfare, homeless and housing programs, adult and aging, all public assistance programs and other programs which collectively work as a system of care to

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

meet the needs of all clients regardless of what program they enter through. HHSA is also actively working on the statewide CalAIM program and feels that this project will help to meet the goals under that initiative.

HHSA has a long history of effective collaborations with our community partners and other County Departments. The Whole Person Care Pilot Project and the implementation of a System of Care strengthened our abilities to engage the community in serving the most vulnerable community members in Mariposa.

HHSA also delivers limited behavioral health services to individuals in the County Jail which is one of the key driving factors of the need to implement a CIE to provide coordination and referral to services upon release from custody.

We are currently implementing a System of Care (SOC) approach with our partners within the county. SOC will break down existing silos amongst our partners allowing for collaborative care. SOC will reinforce the network that provides supports to families and individuals in our community that would benefit from the services we provide. By engaging local organizations in the SOC, we hope to educate staff to the available services and resources and how best to listen to the client voice to create solutions and plans for those in need.

g. *Respond to i, ii, or iii below depending on which best describes the lead agency.*
    i. If the lead agency is from law enforcement or a first responder agency, describe how it will work with behavioral health agencies and other community stakeholders to improve crisis response and reduce justice involvement for individuals with substance use disorder (SUD)/serious mental illness (SMI).
    ii. If the lead agency is from a behavioral health agency, describe how it will work with law enforcement and/or first responder agencies and other community stakeholders to improve crisis response and reduced justice involvement. Has it secured an agreement from law enforcement or first responder agency to participate and include behavioral health staff as co-responders?
    iii. If the lead agency is another community stakeholder, describe how it will involve law enforcement and/or first responders and behavioral health agencies to improve crisis response and reduce justice involvement. Has it secured an agreement from law enforcement, first responder, and/or behavioral health agencies to participate and include behavioral health staff as co-responders?

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Mariposa County HHSA will be the lead agency for this grant. The agency includes many areas of programs which include but are not limited to Behavioral Health, Public Health, Social Services, Environmental Health, Senior Services, Veterans Services, Child Welfare, Adult Protective Services, Housing, and Public Assistance.

The Triage, Access and Response to Crisis (TRAC) team is HHSA's crisis response team. This team is community based and available for co-response with law enforcement or to any community location. This team will benefit from the implementation of the CIE to better coordinate plans of care and resources for the client. The TRAC unit was recently granted an award for Crisis Care Mobile Unit (CCMU) to enhance the field-based nature of the TRAC team response. With this increase in mobility and technology, the team will have access to the CIE information, referral and coordination in the community, thus removing a time barrier in returning to the office to look up information, coordinate and refer to services. This enhancement will also allow for the connection to Psychiatry, Therapy, Substance Use Disorder Counselor and any other professional through telemedicine in the CCMU vehicle allowing for instantaneous connection when appropriate to diffuse the crisis situation.

The implementation of a CIE within Mariposa County will help to ensure that any client who encounters any community partner is able to be referred into behavioral health services pre crisis. In addition, crisis response can happen faster for individuals facing mental health and substance use crisis's with more effective meaningful outcomes because of information sharing and advance preparation. Communication between established providers can happen quickly and without barriers to ensure that any situation that could be resolved at a lower level is addressed, thus preventing crisis or diffusing the situation. It will also be possible to create a proactive approach and intervene before an event or behavior reaches crisis stage through the sharing of information such as a clients PAD's, current medication or appointment status and access to expedite referrals.

h. Discuss how the lead agency and project partners will carry out the work of this project (including staffing, management capacity, collaboration, conducting co-responder services, **training, experience managing state/SAMHSA funds, and reporting requirements**).

To support project management throughout implementation, we have identified a Mariposa HHSA Project Management team, comprised of Administrative Analysts , Staff Services Analysts, a Senior Financial Analyst, Accounting Technician, Trainer, and I&R Expert. Other Key staff will include BH staff and Health Services quality assurance team. Working with other key project personnel, the HSSA Project Team will assist with key messaging efforts, end-user development and training, and other logistical tasks in support of implementation, evaluation, financial management, sustainability planning, and grant reporting.

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Additionally, HHSA will convene both a team of project partner stakeholders as well as a Sustainability Planning Workgroup. These teams will meet throughout the duration of the grant period with the goal of promoting effective communication and collaboration throughout the implementation process. These efforts will also serve to inform reporting, evaluation, and sustainability efforts.

The team will work closely with Mariposa County Technical Services for implementation of the technology system and with County Counsel and Privacy Officer to ensure compliance of data-sharing agreements. The team will also work to develop community messaging to serve as an introduction to the CIE, to include highlighting the goals for implementation and the value that the CIE and its collaborative partnerships represent for our community.

The HHSA training team will work closely with the software solution provider to obtain training materials and ensure that staff and partners are educated on the functionality of the software. We will also work to incorporate information on the CIE into the System of Care Training materials and new employee onboarding materials.

Key Community partners throughout the implementation process will include: Mariposa County Sheriff's Office, John C. Fremont Healthcare District, Alliance for Community Transformations, Mariposa County Technical Services, Mariposa County Probation Department, Mariposa County Adult Detention Facility.

i. Who will serve as the Project Director or Champion? What is their role and experience in integrating behavioral health with first responders and law enforcement?

There will be several members on a Project Management Team that will all provide support for the implementation of the CIE. Each member of the team brings experience with Project Management, Software Implementation, Health Quality Assurance, Training, and other essential skills for the success of the project. The HHSA team provides regular Mental Health First Aid trainings to jail and law enforcement teams and are on very good terms with them.

Baljit Hundal, Health Services Division Director-Project Champion

Sheila Baker, MS LMFT – Deputy Director of Behavioral Health – Project Champion

Andy Carter, CAPM – Senior Administrative Analyst – Project Team

Lynn Rumfelt – Administrative Analyst – Project Team

Amanda Brum, BBA – Administrative Analyst – Project Team

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

II. Budget and Budget Justification

Provide a deliverable-based budget using the deliverable-based budget template form located here. Provide a separate Word document with a detailed budget justification for each line item of the budget form.

Proposals that do not include a deliverable-based budget and a budget justification will not be reviewed.

1. Project Implementation Plan
    a. Draft a plan that details the project scope, schedule, and cost. Additional details will include a project timeline, communications outline, documented needs, and procurement plan. This document will help to guide the activities that are necessary to complete our project on time and within budget.
2. Director's Action Working Group (DAWG) Project Management Team to design, implement, and review all activities.
    a. This item is for staff costs for time spent working on the Project. Staff costs include salary and related benefits.
    b. Coordination with community partners and stakeholder meetings.
3. Administration Cost: This budget item is for administration of the grant, including facilities and building overhead, indirect staff, and operating costs such as utilities, communications, etc.
4. Contract with selected Vendor and implement software solution.
    a. Once the Vendor has been identified and the software solution has been agreed upon, we will enter a formal contract with the vendor to provide implementation. This Budget item will include costs relating to the vendor providing labor, training materials, trainings, implementation, and actual cost of software. This item is the most uncertain at this point as we have not yet identified a vendor or software solution.
5. Costs for the required staff for adequate Program and Fiscal management for claiming, coordination of all transactions with the County Auditor's Office and fiscal supervision to maintain compliance with all standards and regulations. Staff Cost.
    a. This item is for staff costs regarding the management of grant fund related management actions and keeping in compliance with all standards and regulations.

Attachment: CCMU CIE Grant Application (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Crisis Care Mobile Units (CCMU) Implementation Grant
Proposed Statement of Work (SOW) 3

Agency Name: Mariposa County Health and Human Services
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: February 14, 2023

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-002 Quarter 3 4/15/2022 – 6/30/2022 (Partial Quarter)	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act [CRRSAA] Funds)*** ***Deliver Mobile Crisis Response Services Through:*** ***1 New Teams*** ***0 Augmented Teams*** • *Board will approve acceptance of funding, and project procurement process will begin. Draft and circulate RFI/RFQ/RFP documents to CIE software solution providers. Perform needs assessment and landscape analysis within organization and with community partners. Begin drafting data sharing agreements and MOUs for project partners. Engage with project stakeholders:* - **FTEs** - *1 - Senior Administrative Analyst 1 Quarter (.5 FTE) Project Management ($11,007.23 mo.) - $16,510.85 quarter* - *1 – Administrative Analyst 1 Quarter (.33 FTE) Project Implementation ($8,455.47 mo.) - $8,370.92 quarter* - *1 – Deputy Director of Public Health 1 Quarter (.15 FTE) Project Implementation ($11,931.05 mo.) - $5,368.97 quarter* - *1 – Staff Services Analyst 1 Quarter (.1 FTE) Project Implementation ($7,868.42 mo.) - $2,360.53 quarter* - *1 – Social Worker 1 Quarter (.1 FTE) Project Implementation ($7,656.43 mo.) - $2,296.93 quarter* - *1 – Fiscal Analyst (.05 FTE) Grant management and administration ($10,174.98 mo.) - $1,526.25 quarter* - *1 – County Legal Counsel (40 hours) document review - $8,000 quarter* - *1 – County IT Department (TBD hours) IT support - $2,500 quarter* - **Supplies and Purchases** - **Equipment** - 6 Microsoft Surface Pro 8 and accessories ($1,500 ea.) $9,000	$55,934.45	6/30/2
		Total Year 1 Additional CRRSAA Funds	**$55,934.45**	

Attachment: CCMU Proposed SOW (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

2.	7460.01-002 Quarter 4 7/1/22 – 9/30/22	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act [CRRSAA] Funds)*** ***Deliver Mobile Crisis Response Services Through:*** ***1 New Teams*** ***1 Augmented Teams*** • Complete contract with CIE software solution provider and begin internal implementation with Behavioral Health software. Begin development of Data Dashboard. Begin development of Policy and Procedure documents for support of System of Care: - FTEs - *1 - Senior Administrative Analyst 1 Quarter (.5 FTE) Project Management ($11,007.23 mo.) - $16,510.85 quarter* - *1 – Administrative Analyst 1 Quarter (.33 FTE) Project Implementation ($8,455.47 mo.) - $8,370.92 quarter* - *1 – Deputy Director of Public Health 1 Quarter (.15 FTE) Project Implementation ($11,931.05 mo.) - $5,368.97 quarter* - *1 – Staff Services Analyst 1 Quarter (.1 FTE) Project Implementation ($7,868.42 mo.) - $2,360.53 quarter* - *1 – Social Worker 1 Quarter (.1 FTE) Project Implementation ($7,656.43 mo.) - $2,296.93 quarter* - *1 – Staff Development Coordinator (.15 FTE) Employee Training ($8,123.60 mo.) - $3,655.62 quarter* - *1 – Fiscal Analyst (.05 FTE) Grant management and administration - ($10,174.98 mo.) - $1,526.25 quarter* - *1 – County Legal Counsel (40 hours) document review $8,000* - *1 – County IT Department (TBD hours) IT support - $2,500* - **Supplies and Purchases** - *Software solution (Implementation, software licensing costs, per user costs)* ***up to $500,000*** - *Vendor workshops and conferences – attendance for 2 employees. $2,500*	$553,090.07	9/30/2
3.	7460.01-002 Quarter 5 10/1/22 – 12/31/22	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act [CRRSAA] Funds)*** ***Deliver Mobile Crisis Response Services Through:*** ***0 New Teams*** ***0 Augmented Teams*** • Begin implementation with remaining internal departments (Health Services, Human Services, and Public Health): - *1 - Senior Administrative Analyst 1 Quarter (.5 FTE) Project Management ($11,007.23 mo.) - $16,510.85 quarter* - *1 – Administrative Analyst 1 Quarter (.33 FTE) Project Implementation ($8,455.47 mo.) - $8,370.92 quarter* - *1 – Deputy Director of Public Health 1 Quarter (.15 FTE) Project Implementation ($11,931.05 mo.) - $5,368.97 quarter*	$45,090.07	12/31/

Attachment: CCMU Proposed SOW (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

		- *1 – Staff Services Analyst 1 Quarter (.1 FTE) Project Implementation ($7,868.42 mo.) - $2,360.53 quarter* - *1 – Social Worker 1 Quarter (.1 FTE) Project Implementation ($7,656.43 mo.) - $2,296.93 quarter* - *1 – Staff Development Coordinator (.15 FTE) Employee Training ($8,123.60 mo.) - $3,655.62 quarter* - *1 – Fiscal Analyst (.05 FTE) Grant management and administration - ($10,174.98 mo.) - $1,526.25 quarter* - *1 – County IT Department (TBD hours) IT support - $2,500* Supplies and Purchases		
4.	7460.01-002 Quarter 6 1/1/23 – 2/14/23 (Partial Quarter)	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act [CRRSAA] Funds)*** ***Deliver Mobile Crisis Response Services Through:*** ***0 New Teams*** ***0 Augmented Teams*** • Begin Implementation with County Partners (Probation Department, Correctional Facility, Hospital, Community Based Organizations): - FTEs - *1 - Senior Administrative Analyst 1 Quarter (.5 FTE) Project Management ($11,007.23 mo.) - $16,510.85 quarter* - *1 – Administrative Analyst 1 Quarter (.33 FTE) Project Implementation ($8,455.47 mo.) - $8,370.92 quarter* - *1 – Deputy Director of Public Health 1 Quarter (.15 FTE) Project Implementation ($11,931.05 mo.) - $5,368.97 quarter* - *1 – Staff Services Analyst 1 Quarter (.1 FTE) Project Implementation ($7,868.42 mo.) - $2,360.53 quarter* - *1 – Social Worker 1 Quarter (.1 FTE) Project Implementation ($7,656.43 mo.) - $2,296.93 quarter* - *1 – Staff Development Coordinator (.15 FTE) Employee Training ($8,123.60 mo.) - $3,655.62 quarter* - *1 – Fiscal Analyst (.05 FTE) Grant management and administration - ($10,174.98 mo.) - $1,526.25 quarter* - *1 – County IT Department (TBD hours) IT support - $2,500* Supplies and Purchases	$45,090.07	2/14/2
		Total Year 2 Additional CRRSAA Funds	**$643,270.21**	
		CONTRACT MODIFICATION TOTAL:	**$699,205.66**	

Attachment: CCMU Proposed SOW (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

Modification #2 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS-MARIPOSA-01
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of June 29, 2022
Subcontractor:	**MARIPOSA COUNTY** **ATTN: Rosemarie Smallcombe, Chair of the Board** 5362 Lemee Lane, Mariposa, CA 95338 Phone: 209-966-3222 Email address: msmallcombe@mariposacounty.org
Contract ID:	**Client: California Department of Health Care ServicesAgreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to the above Subcontract Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. Consideration has been increased by Six Hundred Ninety-Nine Thousand Two Hundred Five Dollars ($699,205.00). The total Subcontract value is increased to One Million Six Hundred Ninety-Nine Thousand Two Hundred Five Dollars ($1,699,205.00).

2. The Statement of Work & Payment Schedule shall reflect the increased consideration and additional deliverables.

3. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

Attachment: 7460-CA MOBILE CRISIS-MARIPOSA-01 Modification 2 (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

4. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	STATEMENT OF WORK
☒	ATTACHMENT E	PAYMENT SCHEDULE

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	**MARIPOSA COUNTY**
Signature:	*Signature:*
Name: **CHARLES GALLAND**	*Printed Name:*
Title: **CHIEF OPERATING OFFICER**	*Title:*
Date:	*Date:*

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

ATTACHMENT D
Crisis Care Mobile Units (CCMU) Implementation Grant
Proposed Statement of Work (SOW) 3
Agency Name: Mariposa County Health and Human Services
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: February 14, 2023

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-002 Quarter 3 4/15/2022 – 6/30/2022 (Partial Quarter)	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services Through:*** ***1 New Teams*** ***1 Augmented Teams*** • *Draft and circulate RFI/RFQ/RFP documents to CIE software solution providers. Perform needs assessment and landscape analysis within organization and with community partners. Begin drafting data sharing agreements and MOUs for project partners. Engage with project stakeholders:* **FTEs** - *One (1) part time employee (50%) Senior Administrative Analyst* - *One (1) part time employee (33%) Administrative Analyst* - *One (1) part time employee (15%) Deputy Director of Public Health* - *One (1) part time employee (10%) Staff Services Analyst* - *One (1) part time employee (10%) Social Worker* - *One (1) part time employee (5%) Fiscal Analyst Grant management and administration* - *One (1) part time employee (20%) County Legal Counsel* - *One (1) part time employee (50%) County IT Department* **Equipment** - Six (6) Microsoft Surface Pro 8 and accessories @ $1,500 ea. $9,000	$55,935.00	6/30/22
		Total Year 1 Additional CRRSAA Funds	**$55,935.00**	
2.	7460.01-002 Quarter 4 7/1/22 – 9/30/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services Through:*** ***1 New Teams*** ***1 Augmented Teams*** • Complete contract with CIE software solution provider and begin internal implementation with Behavioral Health software. Begin development of Data Dashboard. Begin development of Policy and Procedure documents for support of System of Care:	$553,090.00	9/30/22

Attachment: 7460-CA MOBILE CRISIS-MARIPOSA-01 Modification 2 (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

		FTEs - *One (1) part time employee (50%) Senior Administrative Analyst* - *One (1) part time employee (33%) Administrative Analyst* - *One (1) part time employee (15%) Deputy Director of Public Health* - *One (1) part time employee (10%) Staff Services Analyst* - *One (1) part time employee (10%) Social Worker* - *One (1) part time employee (15%) Staff Development Coordinator* - *One (1) part time employee (5%) Fiscal Analyst Grant management and administration* - *One (1) part time employee (20%) County Legal Counsel* **Supplies and Purchases** - *Software Solution Program Purchase (Implementation, software licensing costs, per user costs) ``**$500,000.00*** - *Vendor workshops and conferences – attendance for 2 employees. $2,500.00*		
3.	7460.01-002 Quarter 5 10/1/22 – 12/31/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services Through:*** ***1 New Teams*** ***1 Augmented Teams*** • Begin implementation with remaining internal departments (Health Services, Human Services, and Public Health): **FTEs** - *One (1) part time employee (50%) Senior Administrative Analyst* - *One (1) part time employee (33%) Administrative Analyst* - *One (1) part time employee (15%) Deputy Director of Public Health* - *One (1) part time employee (10%) Staff Services Analyst* - *One (1) part time employee (10%) Social Worker* - *One (1) part time employee (15%) Staff Development Coordinator* - *One (1) part time employee (5%) Fiscal Analyst Grant management and administration -* - *One (1) part time employee (20%) County Legal Counsel*	$45,090.00	12/31/22
4.	7460.01-002 Quarter 6 1/1/23 – 2/14/23 (Partial Quarter)	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services Through:*** ***1 New Teams*** ***1 Augmented Teams*** • Begin Implementation with County Partners (Probation Department, Correctional Facility, Hospital, Community Based Organizations):	$45,090.00	2/14/23

Attachment: 7460-CA MOBILE CRISIS-MARIPOSA-01 Modification 2 (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

		FTEs - *One (1) part time employee (50%) Senior Administrative Analyst* - *One (1) part time employee (33%) Administrative Analyst* - *One (1) part time employee (15%) Deputy Director of Public Health* - *One (1) part time employee (10%) Staff Services Analyst* - *One (1) part time employee (10%) Social Worker* - *One (1) part time employee (15%) Staff Development Coordinator* - *One (1) part time employee (5%) Fiscal Analyst Grant management and administration* - *One (1) part time employee (20%) County Legal Counsel*		
			Total Year 2 Additional CRRSAA Funds	**$643,270.00**
			CONTRACT MODIFICATION TOTAL:	**$699,205.00**
			CONTRACT TOTAL:	**$1,699,205.00**

Attachment: 7460-CA MOBILE CRISIS-MARIPOSA-01 Modification 2 (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
Mariposa County Health and Human Services MOD

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 1	$55,935.00
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 2	$553,090.00
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 3	$45,090.00
Quarter 6: **1/1/23 – 2/14/23**	Progress Report detailing progress made towards Deliverable 4	$45,090.00
Total Deliverables and Other Directs		**$699,205.00**

Attachment: 7460-CA MOBILE CRISIS-MARIPOSA-01 Modification 2 (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3494	402	45547	One-Time State Grants	(699,205)	
3494	402	51111	Regular salaries and wages	126,989	
3494	402	51201	FLSA ADJUST	15	
3494	402	51202	Monthly Longevity	1,284	
3494	402	52301	Social Security	7,098	
3494	402	52302	Medicare	1,666	
3494	402	52201	Medical/Dental/Vision	35,062	
3494	402	52101	Retirement - Employer	14,047	
3494	402	52205	Life Insurance	68	
3494	402	52303	SDI	1,415	
3494	402	52206	Cash - Cafeteria Plan	59	
3494	402	60111	Training and Seminars	500	
3494	402	60121	Meals	500	
3494	402	60122	Lodging	1,000	
3494	402	60123	Mileage	500	
3494	402	60421	Equipment	9,000	
3494	402	60431	Software	500,000	
	Budget Action for CCMU Amendment 2 CIE FY22-23				
TRANSFER BETWEEN FUNDS					
				0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

DEPT HEAD SIGNATURE DATE: 6/29/2022

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action for CCMU Amendment 2 CIE FY22-23 (RES-2022-405 : Approve CDHCS Allocation for CCMU Program)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-406

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Budget Action #1 to Balance HHSA Budgets for FY21-22 Year-End

---

RECOMMENDATION AND JUSTIFICATION:
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 ($217,925)

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This budget action recognizes additional 1991 and 2011 Realignment revenue received and increases appropriations in the behavioral health department 402 and 403 budgets.

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to close out the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY21-22 year end.

FINANCIAL IMPACT:
This budget action recognizes additional 1991 and 2011 Realignment revenue received and increases appropriations in the behavioral health department 402 and 403 budgets. There is no impact to the County General Fund.

ATTACHMENTS:
2022 End of the year BH Budget Action #1 20220628 (PDF)

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	403	51111	Regular salary and wages		62,450	
1001	403	60519	Client - Contracted Program costs		141,523	
1001	403	49101	Transfer In - General		(203,973)	
3393	402	45091	Sales Tax 17601 - State		(39,925)	
3393	402	60541	Client Medical Professionals		13,952	
3393	402	80111	Transfer Out - General		25,973	
3435	402	45092	2011 Realignment - Mental Health - State		(178,000)	
3435	402	80111	Transfer Out - General		178,000	
		2022 End of the year BH Budget Action #1 20220628				
				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

Attachment: 2022 End of the year BH Budget Action #1 20220628 (RES-2022-406 : Budget Action #1 to Balance HHSA Budgets for FY21-22

BUDGET ACTION FORM

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: 2022 End of the year BH Budget Action #1 20220628 (RES-2022-406 : Budget Action #1 to Balance HHSA Budgets for FY21-22

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-407

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Willow Glen Care Center to Provide Inpatient Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Willow Glen Care Center to provide inpatient mental health rehabilitation services for Mariposa County via Mariposa County Behavioral Health in an amount not to exceed $150,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County approved the most recent agreement with Willow Glen Care Center through Resolution Number 2021-368 on June 22, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT:
This contract will continue to be paid within HHSA's Health Services division budget unit. The cost will not exceed the daily rates mentioned in Exhibit B of the contract. There is no impact to the County General Fund.

ATTACHMENTS:
Willow Glen Agreement 2023 - June 14 2022 (PDF)

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

REF ID# 13117

Attachment: Willow Glen Agreement 2023 - June 14 2022 (RES-2022-407 : Agreement with Willow Glen Care Center to Provide Inpatient

AGREEMENT FOR RESIDENTIAL CARE 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 Willow Glen Care Center ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Willow Glen Agreement 2023 - June 14 2022 (RES-2022-407 : Agreement with Willow Glen Care Center to Provide Inpatient

Attachment: Willow Glen Agreement 2023 - June 14 2022 (RES-2022-407 : Agreement with Willow Glen Care Center to Provide Inpatient

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:
Willow Glen Care Center
1547 Plumas Ct
Yuba City, CA 95991

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

Attachment: Willow Glen Agreement 2023 - June 14 2022 (RES-2022-407 : Agreement with Willow Glen Care Center to Provide Inpatient

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Jeff Payne, Executive Director Willow Glen Care Center
ATTEST:	APPROVED AS TO FORM:
_____	_____
Keith Williams Interim Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Willow Glen Agreement 2023 - June 14 2022 (RES-2022-407 : Agreement with Willow Glen Care Center to Provide Inpatient

Exhibit A
SCOPE OF WORK

Introduction

The Willow Glen Care Center operates 24-hour residential care facilities for adults and the elderly with mental health conditions, including a licensed 60 bed Residential Care Facility for the Elderly and a licensed 56 bed Adult Residential Facility, in Yuba City, California. The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. The Center specializes in serving elderly and adults with dementia and other mental health conditions. Willow Glen Care Center is operated by a nonprofit, 501(c)(3) corporation in California.

The Center's facilities provide specialized residential care programs with a primary focus of continuous diagnostic assessment of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. Included are four distinct programs within the facility that specialize in providing program elements to meet the individual needs of each resident. Willow Glen Care Center coordinates with County Mental Health Agencies or other community mental health providers to ensure that residents are placed in the program which best matches the resident's physical and mental health needs.

Admission Criteria

Willow Glen Care Center is intended for individuals who have an identifiable mental health condition or crisis, requiring temporary or long-term placement outside of their home. Willow Glen accepts "voluntary" and "conserved" elderly and adult residents who are referred from County Mental Health Agencies or community mental health providers who meet the admission criteria established for the program.

Programs

Intensive Residential Care Program

The Intensive Residential Care (IRC) Program is a program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill elderly and adults who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to those residents who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program, I.M.D. or State Hospital.

The IRC Program provides intensive staff supervision, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for transition to a lower level of care.

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The primary objective of the IRC Program is to assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.

Residents in the IRC program are reviewed weekly by the multidisciplinary team to determine the resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate.

Willow Glen Program

The Willow Glen Program is a program in the Willow Glen Care Center facility designed to meet the unique needs of both long-term residents who require intermediate physical and mental health care and those residents who are actively progressing to a lower level of care. The program will offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting. Continuous assessment of the long-term resident's needs will be provided with an emphasis on the support necessary to assist the resident toward stabilization and successful functioning in the least restrictive environment possible.

Residents who have stabilized their condition will be encouraged to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program incorporates principles of wellness and recovery to enhance the resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

Residents will be assessed monthly and reviewed by the interdisciplinary treatment team with a recommendation for transition to a lower level of care when indicated

Golden Beginnings Program

The Golden Beginnings program is a program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with dementia or chronic mental illness. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly mentally ill to recognize and cope with the challenges of aging with dementia or mental illness while preserving the residents' personal sense of dignity.

Golden Beginnings will address these specific issues by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. Era familiar décor is utilized to stimulate cognitive functioning and create a sense of belonging and diminish feelings of alienation that come with aging. Access to adaptive equipment and techniques that allow the resident to maintain independence will be available to minimize the decline of physical abilities. Medication management, dietary management and health monitoring are followed closely by the multidisciplinary treatment team to ensure the needs of the elderly resident are met.

Golden Beginnings is designed for long-term residents, however those residents requiring

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temporary assistance for recovery from illness, or psychiatric emergencies, are also eligible for placement. Residents will be discharged or transferred from this program when the resident no longer requires specialty services or needs a higher level of medical or psychiatric care. The desired outcome for residents is a successful, stable placement in a long-term care program that provides a safe environment and specialty mental health services while assisting the resident to maintain a personal sense of dignity.

Rosewood Program

The Rosewood Program is an adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on returning residents to their communities into lower levels of care.

The program combines psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning, including assisting residents to better manage their mental illness, make informed decisions about their treatment, pursue their own goals for recovery, and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.

The program offers structure, support and guidance for the needs of each resident and values and encourages resident involvement in the management of their mental health condition and overall well-being. Residents participate in a wide range of regularly scheduled strength-based groups and activities that prepare them to move back into their communities or to improve overall functioning.

The desired outcome for residents and their families is the resident's return to their home community or successful placement in a transitional or long term care program that provides a safe environment, specialty mental health services, self-respect and personal dignity and hope.

HIPAA Compliance

Willow Glen Care Center agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements. Agrees to train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours (as defined by the HITECH Act).

Outgoing Patient Policy

Attachment: Willow Glen Agreement 2023 - June 14 2022 (RES-2022-407 : Agreement with Willow Glen Care Center to Provide Inpatient

Willow Glen Care Center agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

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Exhibit B
COST PROPOSAL

The daily residential care facility rate plan is tier-based and reflected in the table below for FY 2023. The monthly rates for Board and Care are $1,069.37 for clients with one check and $1,089.37 for clients with two checks. Declaration evaluation costs are assessed at $150.00 per evaluation. These rates may fluctuate up to 10% based on the state approved rates in effect on the date of service. The total cost is not to exceed $150,000.

Number of Clients	Rate
0-69	$199.00
70-84	$185.00
85-100	$170.00

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MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-408

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Mariposa Safe Families Prevention Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mariposa Safe Families to carry out substance abuse prevention activities in an amount not to exceed $167,962; and authorize the Board of Supervisors Chair to sign the Agreement.

On August 19, 2008, as approved by the Board per Resolution Number 08-394, the Agency sent out a letter of interest to all community partners who were potentially qualified to administer the Substance Abuse Prevention Programs. A committee was convened to review proposals, and it was decided that Mariposa Safe Families would provide these services. Mariposa Safe Families has provided excellent services at the high school and in the community, and Health and Human Services Agency staff recommend that the County enter into another Agreement with this organization for substance abuse prevention activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement was approved on September 28, 2021, by Resolution No. 2021-544.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The services of this agency would not be available to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

FINANCIAL IMPACT:
This Agreement is funded through the Substance Abuse Block Grant (SABG) and SABG ARPA funds. The costs of this Agreement will be paid from the Alcohol and Drug Budget 1001-403. There is no impact to the County General Fund.

ATTACHMENTS:
MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (PDF)

REF ID# 13129

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

AGREEMENT FOR PREVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ , 20__, 1by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa Safe Families ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $167,962. The Contractor's rates are listed in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The 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 the 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 the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

(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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

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. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Mariposa Safe Families
P.O. Box 545
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. COMPLIANCE

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

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and County of Mariposa Health and Human Services Agency. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

16. 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.

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

17. DISPUTES

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

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

18. CAPTIONS

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

19. 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.

20. MANDATORY AND

PERMISSIVE "Shall" is mandatory. "May"

is permissive.

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

25. AUTHORITY

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

26. 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.

27. NO RELIANCE ON REPRESENTATIONS

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

28. 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.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services 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

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

such reduction or modification of the County budget, or offer an Agreement amendment 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	Lester Bridges, Board Chair Mariposa Safe Families
ATTEST:	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services, through the Health division (MCH), will contract with Mariposa Safe Families (MSF) to implement Mariposa County Prevention Programs and the Friday Night Live and Club Live programs.

1. MSF shall provide services in accordance with the goals and objectives outlined in the Mariposa County Behavioral Health Strategic Prevention Plan (SPP). All activities claimed shall be as outlined in the SPP.

2. By May 31, 2023, MSF will work with the county designated prevention coordinator to review, update, and amend the Mariposa County SUD Strategic Prevention Planning Goals/Objectives. Revisions will be submitted in writing no later than May 31, 2022 to Mariposa County Behavioral Health and Recovery Services (MCH). These revisions will be incorporated into the ongoing version of the Mariposa County Strategic Prevention Plan (SPP) and submitted to the Department of Health Care Services (DHCS) for further review and approval. MSF agrees to continue to work with MCH and DHCS to review and amend the plan annually.

3. MSF shall submit a written evaluation of progress covering the period July 1, 2022 through June 30, 2023 by July 31, 2023. MSF will continue to use the California Healthy Kids Survey, the Youth Development Survey as evaluation tools and any additional tools or surveys deemed relevant.

4. MSF shall facilitate the continuation of an Advisory Youth Group with input from community partners, including Native American Youth.

5. MSF shall support the Advisory Youth Group in development of education campaign and messages in the community and at the middle school level. This Advisory Youth Group shall support identification of youth led projects in partnership with community partners.

6. MSF shall facilitate the Advisory Youth Group in developing afterschool activities for youth of middle and high school ages no less than twice weekly.

7. MSF will report out in the Mariposa Abuse Prevention Coalition, Community Corrections Partnership and Behavioral Health Board as well as continue working with existing community groups in a prevention network as outlined in the SPP.

8. MSF will meet with High School Administrators to develop a workplan with in the first quarter of this contract. This plan is to be submitted to MCH within the first quarter of this contract. This workplan shall identify gaps in staff knowledge, information, attitudes and practices that affect school climate. In addition, evidence-based strategies to improve school climate around substance use will be identified and implemented. These sessions shall be conducted no less than quarterly with school staff.

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

9. MSF shall conduct qualitative interviews, focus groups and surveys within the adult community of Mariposa County to assess changes in adults' attitudes toward underage drinking. MSF shall identify evidence-based interventions to assist in reducing the acceptance of underage drinking.

10. MSF will continue to facilitate Friday Night Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live Programs. Engaging in programing that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components.

11. MSF will meet the Member in Good Standing (MIGs) as determined by DHCS in conjunction with the California FNL Partnership. MSF will develop a monthly report of compliance or work toward compliance of the MIGs.

12. MSF will continue to facilitate Club Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live programs. All Friday Night Live and Club Live Programs will be fully implemented within the first quarter of this contract.

13. MSF agrees to provide input into Primary Prevention Substance Use Disorder Data Services (PPSDS) and monthly service data for each of these prevention programs (including activities conducted, numbers of youth seen, sign in sheets, correctly completed reporting forms, and other data as required by DHCS) to the MCH designated prevention coordinator for the purpose of verifying PPSDS data entry, no later than the 10th of the month for the previous month's data. (i.e. submit October report by November 10th). Any delays in providing monthly data may result in delay or withholding of payment by MCH.

14. MSF agrees to provide monthly narrative reports to MCH in accordance with Substance Abuse Prevention and Treatment (SAPT) and FNL contracts, no later than the 10th of the month.

15. MSF agrees to provide monthly fiscal reports/invoices to the MCH for the purpose of reimbursement, no later than the 10th of the month.

16. MSF agrees to meet with the prevention coordinator no less than 1 time monthly for contract monitoring and programmatic progress.

17. MSF will coordinate attendance at State or regional trainings with MCH. MSF shall be given any county-assigned free training slots.

SABG Requirements

MSF will provide and maintain the following items documenting compliance with SABG grant funding:

- MSF will demonstrate that they do not discriminate in service delivery or hiring processes.
- MSF will provide policy and procedures on the expenditure of SABG funds, including prohibition on expenditures for land, construction and permanent improvements to buildings; to not use SABG funds to satisfy requirements for the expenditure of nonfederal funds; to not provide financial assistance to any entity other than a public or nonprofit public entity; to not expend funds to provide hypodermic needles or syringes.
- MSF will develop policy and procedures ensuring access and reasonable accommodation for people with disabilities.
- MSF shall develop policy and procedures regarding confidentiality within the prevention programs.
- MSF agrees to train staff in the CLAS standards and implement the CLAS standards. MSF agrees to attend all cultural competence trainings provided by MCH annually.
- MSF shall arrange for language assistance, if needed, ensuring that minors are not utilized as interpreters.
- MSF shall implement the Mariposa County Behavioral Health Strategic Prevention Plan 2020-2025 across all populations identified in the plan and present in Mariposa County
- MSF shall regularly assess services to determine whether the tribal communities and organizations populations is being reached to and collaborate with Tribal representatives to identify quality, effectiveness and accessibility of services available to the American Indian/Alaskan Native population withing the County geographic area.
- In accordance with the provisions of the Hatch Act (5 U.S.C 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.
- MSF will comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act and provide materials to explain services available to the public as well as providing language interpretation services.
- MSF services covered by contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 89, Section 7104).
- MSF shall comply with maintaining confidentiality in connection with prevention related activity(ies) as outlined in 42 CFR Part 2.

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

Exhibit B
Proposed Budget / SAPT: Prevention Set Aside/FNL

Description:	Cost:
Personnel Costs: Staff costs and fringe benefits for the following positions: • One .5 FTE Executive Director • One .5 FTE Lead Prevention Specialist • One .5 FTE Youth Coordinator MSF staff will do the following: Attend Program Related Meetings and Trainings; Tracking of staff use of time and other data; Community relations; Marketing of SAPT programs; Fiscal Management of Program Expenses; Reporting and data entry into PPSDS; Oversight of SAPT related programs; Ensuring full compliance of scope of work, other. Recruitment and oversight of youth for FNL and the Youth Advisory Group (YAG); Community Relations for YAG; Conduct presentations to community groups or other agencies on YAG; Provide supervision to youth enrolled in youth programs; Attend trainings related to youth programs; Development of PSA's and other marketing. Organize, coordinate, and assist in program implementation; provide and/or arrange trainings; Prepare and present presentations to community members, school staff, and partners on substance abuse prevention; Collection of data, statistics, and other relevant information; Lead on the "After School Matters" program, assist with youth led projects, other.	$76,960.00
Insurance/Liabilities: Workman's compensation, Liability Insurance, Directors', and Officers' Insurance, other liabilities, other.	$6,000.00
Office Related Expenses: Office related expenses to include but not be limited to: MSF Office Rent; Storage unit rent, Paper, Ink, Pens, Copier/printer fees for SAPT related reporting and marketing, Office Supplies, Advertisement, and Marketing; Quickbooks costs and fees; Video Maker, Utilities-Telephone; Internet; Propane, other.	$13,673.00
Program Related Expenses: Program related expenses to include but not be limited to: Mileage and Travel; Crafting and art Supplies; Games; YEC items; Outdoor Activity Supplies; Field Trip Costs, Training Costs, Facility Rental; Guest Speakers; Food supplies, other.	$12,329.00
Friday Night Live/Club Live (specific): Friday Night Live (FNL) and Club Live (CL) specific activities/costs.	$9,000.00
Subtotal for SAPT - Prevention Set Aside:	**$117,962.00**

(The above budget includes oversight of the Mariposa Club Live and Mariposa Friday Night Live Programs by Mariposa SafeFamilies, Inc. for all participating schools within the Mariposa County Unified School District. Mariposa Safe Families will make a conscious effort to include youth who are homeschooled and who attend Charter Schools within Mariposa County.)

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

Proposed Budget | SABG Grant | 2022 (June 01, 2022-December 31, 2022)

Description	Cost
Personnel Costs: Staff costs and fringe benefits for the following positions: • One .1 FTE Executive Director • One .1 FTE Lead Prevention Specialist • One .3 FTE Youth Coordinator MSF staff salary to implement the following: Attend Program Related Meetings for Youth Empowerment Conference Planning and Implementation; Tracking of staff/volunteer use of time; Seek donations for Youth Empowerment Conference; Community relations; Marketing; Fiscal Management of Program Expenses; Reporting and CFNLP data entry into PPSDS; Oversight of SAPT related programs; Ensuring full compliance of CFNLP scope of work, seek donations; implement CFNLP guidelines for FNL/YS; organize and implement Youth Empowerment Conference, engage community agencies/organizations and other organizations such as MADD in all CFNLP activities; Oversee youth organized projects and programs; Work collaboratively with youth and FNL/CL Advisors for Youth Empowerment Conference; Training of Advisors/Youth Leaders; Recruitment of youth and partners; other.	$16,500.00
Insurance/Liabilities: Workman's compensation; Liability Insurance; Directors' and Officers' Insurance; Event Insurance Coverage; other liabilities.	$1,100.00
Program Related Expenses: Supplies for Youth Empowerment Conference and CFNLP youth engagement/empowerment activities - Guest speakers; Youth Empowerment Conference materials; Youth Empowerment Conference location associated rental fees; transportation; program identifiers; activity supplies; promotions; contracts; incentives; PSA's for marketing of Youth Empowerment Conference and CFNLP related activities, supplies, other.	$14,200.00
Food/Beverages: Food and beverages for Youth Empowerment Conference attendees.	$10,800.00
Equipment: Equipment for Youth Empowerment Conference implementation - ipad/laptop, bluetooth speaker(s), microphone, backdrops, other.	$3,500.00
Office Expenses and Supplies: MSF rental fees, utilities, phone, copier/printer costs, office supplies – paper, ink, etc., other.	$3,900.00
Subtotal for SABG Grant:	**$50,000.00**
TOTAL:	**$167,962.00**

Attachment: MSF Substance Abuse Prevention (FNL) Agreement 2023 - July 1 2022 (RES-2022-408 : Mariposa Safe Families Prevention

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-409

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Agreement with Area 12 Agency on Aging FY 2022-23

RECOMMENDATION AND JUSTIFICATION:
Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2022-2023 in an amount not to exceed $276,336; Authorize the Board of Supervisors Chair to sign the agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement.

This agreement is the first year of an awarded grant from Area 12 Agency for fiscal years July 1, 2022 through June 30, 2026. Senior programs covered in this agreement include the following:

- Congregate Meals
- Home Delivery Meals
- Transportation

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved First Amendment to Standard Agreement

for FY 2021-2022 through Resolution No. 2021-616.

On December 14, 2021, the Board approved Second Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-667.

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs through Resolution No. 2022-169.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Health & Human Services Agency, Adult & Aging branch, would not receive the funding from A12AA to offset the costs of the above listed senior programs if negative action were to be taken. Funding losses would include: Title III C-1 Congregate-- $106,972.00, Title III C-2 Home Delivered-- $71,864.00, and Title III-B Transportation-- $97,500.00.

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

ATTACHMENTS:
Standard Agmt 2023 - Wcsignature (PDF)
(1) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(2) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(3) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(4) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(5) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(6) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(7) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(8) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(9) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)
(9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (PDF)

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

STANDARD AGREEMENT BETWEEN

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY, ADULT & AGING SERVICES

As SERVICE PROVIDER

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338
Mariposa County Senior Center, 5246 Spriggs Lane, Mariposa, CA 95338
Mariposa County

Agreement Number: FY2022-2023 – Mariposa County HHS Agency, Adult & Aging Services
Programs: Congregate Meals, Home Delivered Meals and Transportation

OLDER AMERICANS ACT (OAA) FUNDING
TITLES III-B, C, D, AND VII(a) and VII(b)

And

AREA 12 AGENCY ON AGING

(Hereinafter Referred to as A12AA)
19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT ("Agreement")** is made and entered into this 1st day of July, 2022, by and between A12AA and Mariposa County Health & Human Services Agency, Adult & Aging Services (**"Contractor**") pursuant to the following terms and conditions.

The term of this Agreement is July 1, 2022 through June 30, 2023.

2. COMPENSATION

The maximum amount of this Agreement is $276,336.00, two hundred seventy six thousand, three hundred thirty six dollars and no cents.

Congregate Meals	$103,590.00
Congregate Meals NSIP	3,382.00
Home Delivered Meals	67,200.00
Home Delivered Meals NSIP	4,664.00
Transportation	+ 97,500.00
TOTAL:	$ 276,336.00

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

3. SERVICES

Contractor shall provide congregate meals, home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Exhibit A -	Scope of Work	11 Pages
Exhibit B -	Budget Detail and Payment Provision	8 Pages
Exhibit C -	General Terms and Conditions	5 Pages
Exhibit D -	Special Terms and Conditions	31 Pages
Exhibit E -	Additional Provisions	7 Pages
Exhibit F -	Non-Expendable Equipment/Vehicle Inventory	1 Page
Exhibit G -	Performance Standards	4 Pages
Exhibit H -	Condition Statement(s), (RFP, Contract Renewals, and Program Standards)	293 Pages

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 1980, as amended.

4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement 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.

Available funds may supplement, but not replace other funds.

5. RENEWAL

This Agreement may be eligible for renewal in each of the subsequent three years following the initial RFP cycle, 2022-2026, and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

6. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

9. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, 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 A12AA property, dishonesty, or theft.

D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in it's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

10. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be

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entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

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 Tuolumne, State of California.

11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

iii. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

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iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows: $750,000 if seating capacity is under 8; $1,500,000 if seating capacity is 8-15; $5,000,000 if seating capacity is over 15, unless otherwise amended by future regulation.

v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim.

vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."

vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

12. COMPLIANCE

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

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

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13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Dietary Guidelines for Americans
California Welfare and Institutions Code
California Code of Regulations, Title 22, Division 1.8, CDA
California Retail Food Code
California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment
Older Californians Act
Older Americans Act, as Amended 2016
Code of Federal Regulations
United States Code (USC), Title 42, Chapter 35 – Program for Older Americans
CDA Services Categories and Data Dictionary, 2018
California Department of Aging (CDA)

- Elderly Nutrition Program – regulations and program management resources Laws/Regulations/Policies

14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal: Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA 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

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Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and A12AA. 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.

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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) **Mariposa County Health & Human Services Agency, Adult & Aging Services**	
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED
ADDRESS PO Box 99, Mariposa, CA 95338, Mariposa, CA 95338	
AGENCY NAME **Area 12 Agency on Aging**	
BY (Authorized Signature) Kristin Millhoff	DATE SIGNED 6-2-22
PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Millhoff, Executive Director	
ADDRESS 19074 Standard Road, Suite A, Sonora, California 95370	

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GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:

   a.) Amount or duration of a service;
   b.) Denial or discontinuance of a service;
   c.) Dissatisfaction with the service or service provider;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All service providers are required to notify all consumers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
   b.) Advising homebound consumers of the process either orally or in writing.

4.) The appropriate level of complaint resolution shall be determined as follows:

   a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
   b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the executive director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
      1) Verbally accept the complaint
      2) Prepare a written complaint
      3) Have the complainant sign the written complaint
   c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

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AREA 12 AGENCY ON AGING

SERVICE PROVIDER COMPLAINT RESOLUTION PROCESS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.

2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.

3.) The denial of an application to provide services from an applicant service provider when any of the following exist:

   a.) The presence of a conflict of interest, real or apparent;
   b.) The occurrence of a procedural error or omission;
   c.) The lack of substantial evidence to support an A12AA's action.

All complaints shall be:

1.) Made in writing and addressed to the Executive Director of the A12AA;

2.) Submitted within 30 days of incident of dispute;

3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:

   a.) The reasons for the A12AA's decision on the issues contained in the complaint.
   b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

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GRIEVANCE PROCEDURES - PROVIDERS FOR EMPLOYEES & VOLUNTEERS

1.) All service providers shall develop written policies and procedures whereby any employee or volunteer may appeal and have resolved grievances relating, but not limited to:

   a.) Unsafe practices;
   b.) Not following guidelines or training;
   c.) Dissatisfaction with the employer;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging (A12AA).

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the A12AA if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All providers are required to notify all employees and volunteers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group;
   b.) Advising employees and volunteers of the process either orally or in writing.

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ARTICLE I. PROGRAM DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).

2. **Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

3. **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria:

   a. Be open to the public. [45 CFR 1321.53(b)(3)]

   b. Not means tested. [OAA §315(b)(3)]

   c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4);22 CCR 7638.9]

   d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

5. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals,

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nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). [22 CCR 7135; 22 CCR 7638.7(c)]

6. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each *Planning and Service Area* (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

7. **Matching Contributions** mean local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

8. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

9. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

10. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:

    a. Voluntary contributions received from a participant or responsible party as a result of services received.

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

    c. Royalties received on patents and copyrights from contract-supported activities.

    d. Proceeds from sale of items fabricated under a contract agreement.

11. **One-Time-Only** include the following:

    a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). [Title 22 CCR 7314(a)(6)]

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b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]

c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]

12. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

13. **Eligible Service Population** for Title IIIB and IIID means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]

14. **Eligible Service Population** for Title IIIC-1 and IIIC-2 means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7(a)(1)-(4)]

a. Individuals eligible to receive a meal at a congregate nutrition site are:

(i) Any older individual.

(ii) The spouse of any older individual.

(iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

(iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:

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(i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].

(ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.

(iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

15. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

16. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for American; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.

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3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.

4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).

6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).

7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).

8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 75.352] Onsite program monitoring will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2 which will be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.

11. Maintain or increase the number of Title IIIC-1 and IIIC-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

12. Monitor nutrition programs as required by Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation

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congregate dining sites must be inspected using a standardized procedure developed by A12AA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety A12AA policies and procedures must guarantee the following:

a. Inspect non-food preparation nutrition sites at least every other year.
b. Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
c. Inspect central kitchens on-site annually. [22 CCR 7634.3(d)]

13. A12AA will provide support and technical assistance to Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.

17. Maintain a program data collection and reporting system as specified in Exhibit E.

18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.

19. Ensure that meal counts associated with Title IIIC-1, IIIC-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4).

20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

21. Provide a home delivered meal to an eligible individual who is:

a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

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c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).

22. Report a meal only once either as a Title III meal or a Title VI meal.

23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]

25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B)

26. Maintain or increase the number of Title IIIC-1 and IIIC-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by (CalCode).

27. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to

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budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

28. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

29. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu (OCNP Menu Guidance).

ARTICLE III. SCOPE OF WORK, SPECFIC GOALS AND OBJECTIVES

A. ***Congregate Meals:*** Provision of a meal to eligible individuals in a congregate group setting at a nutrition site, senior center or some other congregate setting, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services.

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal served;

1. CONTRACTOR shall make services available to all persons age 60+ and other qualifying individuals under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. CONTRACTOR shall provide Congregate Meal services as described in the program proposal for Congregate Meals for FY 2022-2023.

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4. CONTRACTOR shall provide a total of 12,187 units of congregate nutrition to a total number of 200 unduplicated persons eligible for service under the Title IIIC-1 award.

5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

B. ***Home-Delivered Meals:*** Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services.

The following units of service are required for a home delivered nutrition program. *Meals* must comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons age 60+ and other qualifying individuals under this service Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY 2022--2023.

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4. CONTRACTOR shall provide a total of 8,400 units to a total of 100 unduplicated persons eligible for service under the Title IIIC-2 award.

5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

C. ***Transportation:*** To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e., home, doctor office, pharmacy) to another.

UNIT: One one-way trip.

Transportation services shall be provided to persons who are age 60+ and reside within Mariposa County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons age 60+ under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY 2022-2023.

4. **CONTRACTOR** shall provide a total of 3,900 units of Transportation service to a total of 100 unduplicated persons eligible for service under the Title IIIB award.

5. **CONTRACTOR** shall perform the service of transportation in the County of Mariposa and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.

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6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.
b. Provide individual documentation of the need for out of county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on intake sheet to determine use of transportation funds.
c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.

7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.

8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.

9. **CONTRACTOR** shall provide transportation services to Mariposa County residents.

10. All services shall be provided by June 30, 2023.

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ARTICLE I. FUNDS

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by Contractor to maintain or expand the activities of the Long-Term Ombudsman Program.

3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources (CalHR) rules and regulations.

   In-State:
   - Mileage/per diem (meals and incidentals)/Lodging: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   Out-of-State:

   - http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting Contractor from paying from funds other than those provided by A12AA any differences in costs between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the A12AA and the California Department of Aging (CDA). [SCM 3.17.2.A(4)]

4. A12AA reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by the A12AA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Contractor, and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200; 45 CFR 75]

2. Financial Management Systems

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Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302 as well as those stipulated in 2 CFR §200.302.

Financial Management:

a. Financial Reporting
b. Accounting Records
c. Internal Control
d. Budgetary Control
e. Source Documentation
f. Cash Management (written procedures)
g. Allowable Costs (written procedures)
h. Complete Disclosure

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to A12AA immediately upon written demand any funds provided under this Agreement which are not payable for goods and services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of funds in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to A12AA and the California Department of Aging (CDA) by the United States Government for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the CDA, the State of California or by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State and A12AA Liability

Payment for performance by Contractor shall be dependent upon the availability of future appropriations by the State of California or by Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State or A12AA for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by A12AA, and Contractor has received an executed Agreement.

4. Funding Reduction(s)

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a. If funding for any State fiscal year is reduced or deleted by the State of California, or by Congress for the purposes of this program, A12AA shall have the option to either:

- Terminate this Agreement pursuant to Exhibit D, Article XII, A of this Agreement; or
- Offer an amendment to this Agreement to reflect the reduced funding for this contract.

b. In the event that A12AA elects to offer an amendment, it shall be mutually understood by both parties that (1) A12AA reserves the right to determine which agreements, if any, under this program, shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that A12AA shall determine in its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest earned on advances of federal funds up to $500 per year for local government agencies or $250 for non-profit organizations to be used for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to A12AA. [2 CFR 200.305(b)(9); [45 CFR 75.305 (b)(9)]

2. If, as a result of advanced funds, Contractor earns interest on funds awarded by the A12AA, the interest shall be identified as non-match cash. [2 CFR 200.305 (b)(8)];45 CFR 75.305 (b)(8)]

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least annually, to A12AA. [45 CFR 75.305(b)(8)].

ARTICLE II. BUDGET AND BUDGET REVISION

A. Contractor shall be compensated for expenses only as itemized in the approved Contractor budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until Contractor's budget(s) are reviewed, approved and executed by A12AA. The approved budget(s) are hereby incorporated by reference into this Agreement as a part of this Exhibit B.

B. Contractor shall submit electronically the original Contractor Budget(s) with its Proposal, the Contract Renewal Proposals and this Agreement.

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C. Contractor budget(s) must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Contractor budget(s) shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source.

2. Fringe Benefits – specified for each funding source.

3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source.

4. Staff Training – attendance cost for necessary training, specified for each funding source.

5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source.

6. Supplies – to include items below the $5,000 equipment threshold, specified for each funding source.

7. Vendor/Consultant Agreements – specified for each funding source.

8. Food – used in delivering Congregate and Home-Delivered Meals.

9. Other – Facilities and other ordinary and necessary costs specified for each funding source.

10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.

11. Subrecipient Contractor Services – summary costs for subcontracted programs specified for each funding source.

12. Indirect Costs

D. Contractor shall submit any budget revisions electronically by the deadline set by A12AA.

E. The final date to submit budget revisions is April 15, 2023 unless otherwise specified by A12AA. Budget revisions must be submitted electronically.

F. Budget Service Category Transfers

1. Contractor may transfer funds between budget service categories under the following terms and conditions:

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a. Contractor must submit a revised budget to A12AA for any transfer of funds for each funding source - Title III-B, C-1, C-2, and Title VII (A) and (B).

b. Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available upon request and shall be maintained in the same manner as all other financial records.

2. Approved transfers and budgets will be incorporated by reference into the current agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified term of this Agreement.

G. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is not to exceed ten percent (10%) of Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category. [CFR 200.414(c)(1),(f;] [45 CFR 75.414(c)(1)(f)].

2. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III programs only. Contractors must receive prior approval from A12AA prior to budgeting the excess indirect costs as in-kind.

3. Contractor requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

ARTICLE III. PROGRAM SPECIFIC FUNDS

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A. Program Income

1. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Titles III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention programs, program income must be spent before funds (except as noted in 4) and may reduce the total amount of funds payable to Contractor.

4. For Titles III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention programs, if program Income is earned in excess of the amount reported in the Contractor's budget(s), the excess amount may be deferred for use in the first quarter of the following agreement period, which is the last quarter of the federal fiscal year.

5. If Program income is deferred for use it must be used by the last day of the Federal fiscal year and reported when used.

6. Program income may not be used to meet the matching requirements of this Agreement.

7. Program income must be used to expand baseline services.

B. One Time Only ("OTO") Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a Contractor that has a valid agreement with A12AA. All agreements shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Titles III and VII federal program OTO funds shall be used for the following purposes:

   a. The purchase of equipment which enhances the delivery of services to the eligible service population must be an allowable cost of the program.

   b. Home and community-based projects that are approved in advance by A12AA and CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects which are approved in advance by A12AA and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

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d. OTO funds can be used to maintain or increase baseline services. However, A12AA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services require advance approval by A12AA. Expenditures for baseline services do not require advance CDA approval.

4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

'Matching Contributions' means local cash and/or in-kind contributions made by Contractor or other local resources that qualify as match for agreement funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of Contractor.

3. Matching contributions must only be used for allowable costs in accordance with the Office of Management Budget (OMB) cost principles.

4. In-kind contributions shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement. Any questions regarding in-kind or other unusual contributions must be directed to A12AA Executive Director.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Titles IIIB, IIIC-1, IIIC-2 and IIIE.

E. Equipment

Equipment/Property with per unit cost over $5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from A12AA and CDA and must be included in its approved Provider Budget. To request approval for specific equipment items, requests with justifications shall be sent to A12AA Executive Director. A12AA Executive Director will submit request approval to cdaequipment@aging.ca.gov. Please note an approved budget is not approval for equipment purchase.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. For Titles III-B, III-C, VII-A Ombudsman Supplement, and VII-B Elder Abuse Prevention, Contractor shall prepare and submit electronically to A12AA by the 15th of each month a

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detailed expenditure report and a request for funds, unless otherwise specified by A12AA.

B. Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.

Contractor shall submit a monthly expenditure report and a request for funds by the 15th of each month unless otherwise specified by A12AA.

C. A12AA shall review requests for payment to ensure compliance with the approved Contractor budget(s).

D. Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor.

E. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Contractor, until such time as A12AA determines that financial management standards are met.

F. Matching Requirements

1. Program matching contributions for Titles III-B, not including Ombudsman, and III-C is 15.3 percent.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

3. Program matching contributions for Titles III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 15.3 percent.

4. Matching contributions generated in excess of the minimum amount required, are considered overmatch.

5. Of the total minimum matching contributions required for Titles III-B, not including Ombudsman, and III-C, at least 25% must be from local public agencies (i.e., city and county governments, school districts, special districts, and water districts).

ARTICLE V. CLOSEOUT

A. The Financial Closeout Report and the Report of Property Furnished/Purchased with Agreement Funds shall be submitted annually to A12AA, within fifteen (15) calendar days following the end of the fiscal year, or within fifteen (15) days following termination prior to the end of the term, unless otherwise specified by the A12AA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

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C. Final expenditures must be reported to A12AA in accordance with the approved program budget(s).

ARTICLE VI. RENEWAL

If funding for services provided by this Agreement is appropriated in the A12AA proposed Fiscal Year 2022-2023 budget, and such funds are received from CDA, this Agreement may extend on a month-to-month basis after June 30, 2023, until such time as a new agreement may be executed between the parties before September 30, 2023, or this Agreement is terminated pursuant to Exhibit C, Article VI and Exhibit D, Article XII, hereof, whichever comes first.

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GENERAL TERMS & CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. [Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896]

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

   If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

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6. DISPUTES: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

   Contractor shall continue with the responsibilities under this Agreement during any dispute.

   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 Tuolumne, State of California.

7. TERMINATION FOR CAUSE: A12AA may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination A12AA may proceed with the work in any manner deemed proper by A12AA. All costs to A12AA shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of A12AA in the performance of this Agreement.

9. RECYCLING CERTIFICATION: Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to A12AA regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. [Pub. Contract Code §12205].

10. NON-DISCRIMINATION CLAUSE: Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45

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Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 (Attachment A) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. Government Code Section 4550 contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase.

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b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. [Government Code Section 4552]

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. [Government Code Section 4553]

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. [Government Code Section 4554]

16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code 7110, that:

a). Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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18. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. GENERAL DEFINITIONS

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, Exhibits A, B, C, D, E, F, and G, and an approved Budget Display, and if applicable, a Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.

2. "State," "Department," and "CDA" mean the State of California and the California Department of Aging interchangeably.

3. "A12AA" "Area 12 Agency on Aging", means the Area 12 Agency on Aging interchangeably.

4. "Contractor" means the entity that receives funds from A12AA to provide direct services identified in this Agreement. Contractor is accountable to A12AA for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

5. "Reimbursable item" also means "allowable cost" and "compensable item."

6. "CFR" means Code of Federal Regulations.
"CCR" means California Code of Regulations.
"GC" means Government Code.
"Welf. & Inst. Code" means Welfare and Institutions Code.
"USC" means United States Code.
"Cal. Civ. Code" means California Civil Code.
"Cal. Pub. Con. Code" means the California Public Contract Code.
"PM" means Program Memo which is issued by CDA.
"Cal. Gov. Code" means California Government Code.
"HHS" means United States Department of Health & Human Services.
"HSC" means California Health & Safety Code.
"OAA" means Older Americans Act.
"OMB" means Office of Management & Budget.

7. "Vendor" means an entity providing goods or services for Contractor during Contractor's performance of this Agreement. "Vendor" means the legal entity that receives funds from Contractor to provide specific services. Vendors shall provide specific services described in Exhibit #1 of the Vendor Agreement, titled "Description of Services" and fulfill the responsibilities of the vendor found in the Vendor Agreement under the "Scope of Work".

8. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a

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final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

9. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

10. "Questioned costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and condition of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)

11. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

Conflicts in language shall be resolved in the following order of priority:

1. The Grant terms and conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Title 22 CCR §7000 et. seq.;
5. Standard Agreement, all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference, including the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html.;
7. Program memos and other guidance issued by A12AA and CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any vendors to administer their contracts in accordance with this Agreement, and with all applicable A12AA, local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

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B. Nondiscrimination

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC Section 2000d; 45 CFR Part 80], which prohibits recipients of Federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. Americans with Disabilities Act

Contractor assures the State and A12AA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC Sections 12101 et seq.]

4. California Civil Rights Laws

Contractor shall ensure compliance with the requirements of Cal. Public Contract Code §2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960 et seq.); and ensures Contractor internal policies are not used in violation of California Civil Rights Laws.

C. Standards of Work

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Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

D. Professional Standards of Conduct

Contractor is responsible for ensuring the public trust by avoiding any situation that creates a real or perceived misrepresentation. Generally, misrepresentation occurs when a personal interest may intertwine with a professional interest. This may specifically occur when an employee or volunteer enters the online world.

A12AA encourages Contractor, in the performance of the services agreed to be performed, to adhere to professional standards of conduct. As the internet and electronic communications play an ever increasing role in our work and personal lives, Contractor must always be mindful of its responsibilities as a provider of direct public services. If an employee uses social media and includes his or her affiliation or title or comments on matters related to their organization or A12AA, the line between public and private, personal and professional can be blurred.

Assume everything you, your staff or volunteers write online becomes public. Information from your Facebook page, blog entries, tweets and other social media outlets, can be easily circulated beyond your intended audience. This content, therefore represents you and your organization to the general public. As a result, when using social media, staff/volunteers should use caution and exhibit sound judgment.

Before using social media or information shared online to communicate about matters affecting Contractor or A12AA, A12AA encourages Contractor to review the information. Be sure the information is ethical, does not represent political activity, does not discriminate or harass, does not disclose non-public information, does not make false or misleading statements, and does not make disparaging comments about other likeminded organizations.

These same standards of conduct should be demonstrated while staff or volunteers are representing Contractor in a public venue.

E. Conflict of Interest

1. Contractor shall prevent its employees or consultants from using their positions for purposes including, but not limited to, the selection of vendors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State or A12AA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State or A12AA and such conflict may constitute grounds for termination of this Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or

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other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, A12AA shall have the right to terminate this Agreement without liability or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with vendors:

   a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).

   b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

   c. Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) (29 CFR, Part 5, 6, 7, 8).

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).

2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by A12AA and CDA.

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3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from A12AA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 USC 7401]

2. Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR, Part 29 and Executive Order 11738]

4. Cal. Pub. Contract Code Section 10295.3.

5. Pub. Contract Code Section 2010.

J. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief that it and its vendors [45 CFR §92.35]:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; (ii) violation of Federal or State antitrust statutes; (iii) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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2. Contractor shall report immediately to A12AA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors.

3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by A12AA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of its vendor(s).

K. Agreement Authorization

1. If a public entity, Contractor shall submit to A12AA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit entity, Contractor shall submit to A12AA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order or motion by the Governing Board of Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.

2. This staff shall be available to A12AA for training and meetings, which A12AA may find necessary from time to time.

M. Corporate Status

1. Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of Agreement.

2. Contractor shall ensure that any vendors providing services under this Agreement shall be of sound financial status. Any contracting private entity, corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout this term of the Agreement.

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3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement until satisfactory status is restored.

N. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his/her/its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all vendors (including grants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all vendors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.

5. This certification is a prerequisite for making or entering into this Agreement imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Contractor or vendor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. EXECUTED AGREEMENT

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A copy of this Agreement shall be filed and available for inspection at A12AA, 19074 Standard Rd., Suite A, Sonora, California 95370.

ARTICLE IV. COMMENCEMENT OF WORK

Contractor shall not begin work in advance of approval of the Agreement by A12AA. If this Agreement is not approved and Contractor has begun work, Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. A12AA has no legal obligation unless and until this Agreement is approved.

ARTICLE V. VENDOR AGREEMENTS

A. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any vendor agreements and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other manners of a contractual nature. Decision of A12AA is final and the vendor has no right of appeal to the California Department of Aging.

B. In the event any vendor is utilized by Contractor for any portion of this Agreement, Contractor shall retain the prime responsibility for all the terms and conditions set forth in the Agreement including but not limited to, the responsibility for preserving A12AA' s and the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII. of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of vendors in accordance with Article VI. of this exhibit.

C. Funds for this Agreement shall not be obligated in vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and A12AA has agreed in writing to permit the specific expenditure for a specified period of time.

D. Contractor shall have no authority to contract for or on behalf of A12AA, or incur obligations on behalf of A12AA.

E. Copies of vendor agreements, memorandums and/or letters of understanding shall be on file with Contractor and shall be forwarded to A12AA with each proposal and budget.

F. Contractor shall monitor the insurance requirements of its vendors in accordance with Article XI of this exhibit.

G. Contractor shall require language in all vendor agreements to indemnify, defend, and save harmless A12AA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any vendors, suppliers, laborers, and any other

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person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

H. Contractor shall complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.

1. Monthly program reports are due electronically on the 5th working day of each month.

2. Monthly fiscal reports are due electronically on the 15th of each month.

3. The last budget revision is due to A12AA no later than April 15th of each fiscal year.

4. Closeout reports are due to A12AA no later than July 15th of each fiscal year.

I. Contractor shall maintain adequate staff to meet the requirements of this Agreement. This staff shall be available to A12AA for training and meetings, which A12AA and CDA may find necessary from time to time.

J. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE VI. RECORDS

A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolution performed for all vendors with supporting documentation, letters of agreement, insurance documentation in accordance with Article X of this exhibit. This includes memorandums and/or letters of understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA and CDA and shall make all records pertaining to this Agreement available for inspection and audit by A12AA and CDA or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Contractor.

1. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA and CDA's Audit Branch;

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2. For such longer period, if any, as is required by any applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article; and 3. For such longer period as A12AA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Sections A and C of this Article. Contractor shall ensure that any resource directories and all client records remain the property of A12AA upon termination of this Agreement, and are returned to A12AA or transferred to another contractor as instructed by A12AA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of A12AA and CDA and so stated in writing to Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by A12AA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by A12AA and/or CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

G. Public Records Act

Contractor is aware that this Agreement and any documents provided to A12AA 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 A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

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2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

B. Property, acquired under this agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:

1. Has a normal useful life of at least 1 year;

2. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);

3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, i-pads and cellphones);

4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and

5. Be used to conduct business under this Agreement.

C. Noncapitalized property is those items which do not meet all three requirements in Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

F. Contractor shall request approval from A12AA following the A12AA's *Inventory Instructions, Provider Responsibilities,* when purchasing items with a per unit cost of $5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.

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G. Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, whether capitalized or not. Contractor shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or by A12AA for Contractor with funds awarded under this Agreement or any predecessor agreement for the same purpose. Contractor shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA, unless further restricted by Exhibit E, where applicable.

H. Disposal of Property

1. Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of $5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall follow A12AA's *Inventory Instructions, Provider Responsibilities,* and use the *Inventory Transfer/Disposal Form* provided by A12AA staff to dispose of property.

2. Contractor must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Contractor must follow the instructions outlined on *Certification for Computing Media Sanitation,* a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to, magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.

I. Any loss, damage, or theft of equipment shall be investigated, fully documented and Contractor shall promptly notify A12AA. A12AA will notify CDA. [CFR 215.34]

J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.

K. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from A12AA regarding the final disposition of the property.

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L. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to A12AA. A12AA reserves the right to require Contractor to transfer such property to another entity or to A12AA.

M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Contractor's dissolution, A12AA will issue specific written disposition instructions to Contractor.

N. Contractor shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Contractor with written approval of A12AA may use the property for other purposes in this order:

1. Another A12AA program providing the same or similar service; or

2. State or Federally-funded program.

O. Contractor may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.

P. Contractor shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

ARTICLE VIII. ACCESS

Contractor shall provide access to A12AA, the Bureau of State Audits, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized A12AA and State representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures and procurement audits, inspections of project premises, when applicable, inspection of food preparation sites, and interview of project staff and participants.

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B. Contractor shall cooperate with A12AA and the State in the monitoring and evaluation processes, which include making any administrative and fiscal staff available during any scheduled process.

C. Contractor shall monitor contracts and vendor agreements to ensure compliance with laws, regulations, and provisions of contracts or grant agreements that may have a direct or material effect on each of its A12AA funded and CDA funded programs.

D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA or CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, A12AA Staff and any entity selected by A12AA to perform inspections, shall have the right to monitor and audit Contractor providing services under this Agreement through on-site inspections, audits and other applicable means the A12AA determines necessary. In the event that A12AA is informed of an audit by an outside federal or State government entity affecting the Contractor, A12AA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the A12AA or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. A12AA Fiscal and Compliance Audits

1. The A12AA Fiscal department shall enlist outside entities to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted

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Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The A12AA fiscal and compliance audits may include, but not be limited to, a review of:

a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)

b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)

c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)

d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

e. Equipment expenditures and approvals (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subparts F and 45 CFR 75 Subparts F)

1. Contractor Single Audit Reporting Requirements

a. Contractors that expend $750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; Single Audit Act Amendments of 1996, Public 104-156; and 2 CFR Part 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA: Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370.

b. The copy shall be submitted within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related Federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

d. For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit and general ledgers. The reconciliation shall be maintained and made available to A12AA review.

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3. Contractor shall have the responsibility for resolving its contracts with its vendors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.

4. The Contractor shall ensure that single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.

5. Contract resolution includes:

a. Ensuring that contractors expending $750,000 or more in federal awards during the contractor's fiscal year has met the audit requirements of the 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

b. Issuing a management decision on audit findings within six months after receipt of Contractor's single audit report and ensuring that Contractor takes appropriate and timely corrective action.

c. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other alternate procedures if Contractor was not subject to the single audit requirements. For a contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to A12AA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).

6. When alternative procedures are used, Contractor shall perform financial management system testing which provides, in part, the following:

   a. Accurate, current and complete disclosure of the financial results of each federal award or program.

   b. Records, supported by source documentation, that adequately identify the source and application of funds.

   c. Effective control over and accountability for all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]

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7. Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

8. Determining whether the results of the reconciliations performed necessitate adjustment of Contractor's own records.

9. The Contractor shall ensure that the requirements of the 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first. [2 CFR 200.512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200 and 45 CFR Part 75, Subparts F - Audit Requirements.

10. Requirements identified in D and E of this Article shall be included in Contractor's contracts/agreements. Further, Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, A12AA and the CDA shall have access to all audit reports and supporting work papers, and A12AA and the CDA has the option to perform additional work, as needed.

11. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

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b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

D. Contractor shall cooperate with and participate in any further audits which may be required by A12AA or CDA.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, Contractor shall provide for the term of this Agreement, the following insurance:

1. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

2. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

3. Automobile Liability for Charter-Party Carriers: If applicable, contractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   $750,000 if seating capacity is under 8
   $1,500,000 if seating capacity is 8 – 15
   $5,000,000 if seating capacity is over 15

   unless otherwise amended by future regulation.

4. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or vendors. The amount of this insurance shall not be less than one million dolllars ($1,000,000) per claim.

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5. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized vendor to obtain such insurance for its employees).

B. The insurance shall be obtained from an insurance company acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the A12AA and the California Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the A12AA or ten (10) days written notice if the reason for cancellation is for non-payment of any insurance premium.

2. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."

3. The Area 12 Agency on Aging shall be named the certificate holder and the A12AA address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, Contractor agrees to provide A12AA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining term of this Agreement or for a period not less than one (1) year. In the event Contractor fails to keep in effect at all times said insurance coverage, A12AA may, in addition to any other remedies it may have, terminate this Agreement.

E. Contractor shall require its vendors under this Agreement, other than units of local government which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require all of its vendors to hold Contractor harmless. The vendor's Certificate of Insurance for general and auto liability shall also name Contractor, not A12AA, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its vendors and forward copies to A12AA if requested.

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F. A copy of each appropriate Certificate of Insurance referencing this Agreement number and specific programs, or letter of self-insurance, shall be submitted to A12AA with this Agreement.

G. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

A copy of all volunteer and employee drivers' insurance coverage and licenses shall be reviewed at the yearly monitoring by A12AA a minimum of once a year or whenever an update and/or change is required.

ARTICLE XII. TERMINATION

A. Termination Without Cause

A12AA may terminate this Agreement without cause in whole or in part, if A12AA determines that a termination is in A12AA' s best interest, upon 90 days written notice to Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the notice. The parties agree that if the termination of this Agreement is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The parties agree that if a portion of this Agreement is terminated, the remainder of this Agreement shall be deemed to remain in effect and is not void. Upon termination of this Agreement, or any part thereof, Contractor shall submit to A12AA for submission to CDA Transition Plan as specified in Exhibit E.

B. Termination for Cause

A12AA may terminate for cause the performance of work under this Agreement upon 30 days written notice to Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to a threat to life or the health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to, the following:

1. A threat to life, health, or to the safety of the public. (Termination of this Agreement shall be effective immediately.)

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

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5. Evidence that Contractor is in an unsatisfactory financial condition as determined by an audit by A12AA and/or Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. A finding of debarment or suspension pursuant to Article II, Section K.

11. Contractor's organizational structure has materially changed.

12. A12AA determines that Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 (local government) 45 CFR 74.14 (non-profit organizations). If such a determination is made, Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice

After receipt of a Notice of Termination, and except as directed by A12AA, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further vendor agreements for materials, or services, except as necessary to complete the continued portion of this Agreement.

3. Terminate all agreements to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of vendor agreements (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

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Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, or to the health or safety of the public. The effective date for termination to cause or for funding reductions is 30 days and the effective date for termination without cause is 90 days subsequent to written notice to Contractor. The notice shall describe the action being taken by A12AA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

Pursuant to Title 22, Section 7210, Contractor may voluntarily terminate this Agreement prior to its expiration either by mutual agreement with A12AA or upon 30 days written notice to A12AA.

In case of voluntary termination, Contractor shall allow A12AA up to 180 days to transition services. Contractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the event of a termination, A12AA will present written notice to Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Contractor shall notify A12AA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the State of California.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, or overnight mail, postage

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prepaid, return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to A12AA for Contractor's change of legal name, main address, or name of Director shall be addressed to the Executive Director of A12AA one Contractor's letterhead and be submitted within three (3) business days of said action.

C. All other notices with the exception of those identified in Section B of this Article, shall be addressed to A12AA, 19074 Standard Rd., Suite A, Sonora, CA 95370. Notices mailed to Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of A12AA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by A12AA to Contractor upon full execution of this Agreement.

B. Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an ACR form to A12AA with this signed Agreement. The ACR's address, phone number, e-mail address, and FAX number shall be included on the form. For any change in this information, Contractor shall submit an amended ACR form. This form may be requested from A12AA.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Contractor and any of its vendor(s), shall have in place operational policies, procedures, and practices to protect A12AA and State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in State Administrative Manual, § 5300-5365.3, Cal. Gov. Code §11019.9, DGS Management Memo 06-12, Department of Finance (DOF) Budget Letter 06-34, and CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but are not limited to:

1. Reports

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2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI), servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases including:
   - Information collected and/or accessed in the administration of A12AA programs and services.
   - Information stored in any media form, paper or electronic.

B. Encryption of Computing Devices

A12AA and Contractors, and any of its vendor(s) that collect data, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and back up media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor, and any of its vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. Contractor, and any of its vendors, shall protect from unauthorized disclosure, confidential, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying Information" shall include, but not be limited to, name, identifying number, social security number, state driver's license, or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or photograph.

4. Contractor, and any of its vendors shall not use PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement. Contractor is authorized to disclose and access identifying information for this purpose as required by Older Americans Act (OAA).

5. Contractor, and any of its vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any PSCI obtained under the terms of this Agreement to anyone other than A12AA and/or

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CDA without prior authorization from A12AA. Contractor may be authorized, in writing, by a participant to disclose PSCI specific to the authorizing participant.

6. Contractor, and any of its vendors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. Contractor's employees, vendors and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.

2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the HIPAA and ensure that any of its vendors comply with the privacy and security requirements of HIPAA.

F. Contractor Information Integrity & Security Statement

Contractor shall sign and return an Information Integrity & Security form with this Agreement. This is to ensure that Contractor and any of its vendors are aware of, and agree to comply with, their obligations to protect A12AA and CDA information assets including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when A12AA and/or CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, disclosed without proper authorization, lost or stolen. Contractor and any of its vendors must comply with CDA's security incident reporting procedure located at http://aging.ca.gov/Information Security and Privacy. All security incidents must be reported to A12AA Executive Director or Assistant Director immediately upon detection. A Security Incident Report form (CDA 1025 attached with Exhibit D), must be submitted to the A12AA Executive Director or Assistant Director within five (5) business days of date of the incident was detected.

H. Security Breach Notifications

Notice must be given by Contractor, and/or any of its vendors to anyone whose PSCI

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could have been breached in accordance with HIPAA, the Information Practices Act of 1977, State, and A12AA policy.

I. Software Maintenance

Contractor and any of its vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which A12AA and State data may be stored or accessed.

J. Electronic Backups

Contractor and any of its vendors shall ensure that all electronic information is protected by performing regular backups of files and databases, and shall ensure the availability of information assets for continued business. Contractor, and any of its vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts between Contractor and its vendors.

XIX. COPYRIGHTS AND RIGHTS TO DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, A12AA reserves the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in Section B of this article.

2. Contractor may request permission to copyright material by writing to the Executive Director of A12AA. The Executive Director will contact the CDA's Director for permission to copyright and shall consent to or give the reason for denial to Contractor in writing within ninety (90) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA and A12AA, the State and federal awarding departments reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author. At any time during the term of this Agreement Contractor shall deliver to A12AA upon request, any materials, systems or other items developed, refined, or enhanced using funds from this Agreement.

4. On all publications funded solely or in part by this Agreement, Contractor shall include the following acknowledgement: "This publication has been created or produced by the Area 12 Agency on Aging with financial assistance, in whole or in part, through funds from the Administration for Community Living."

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Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U. S. Department of Health & Human Services or A12AA and Contractor should not assume endorsement by the federal or State government.

5. Contractor certifies that it has appropriate systems and controls in place to ensure that A12AA funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of A12AA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within sixty (60) days after the written request is received by A12AA. A12AA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, A12AA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and Federal law all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to

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ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group needs assessment shall take into account the following four (4) factors:

a. Number of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

b. Frequency with which LEP individuals come in contact with the program.

c. Nature and importance of the services provided.

d. Local or frequently used resources available to Contractor.

This group needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140; 2 CCR 11200 et seq.; and 22 CCR 98300 et seq.

2. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes:

e. Methodologies used.

f. The linguistic and cultural needs of non-English speaking or LEP groups.

g. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

h. Local or frequently used resources available to Contractor.

3. Contractor shall maintain a record of the group needs assessment on file at Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Contractor shall take reasonable steps, based on the group needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.
[22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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i. Interpreters or bilingual providers and provider staff.
j. Contracts with interpreters.
k. MOU with community individuals or organizations that provide interpreter services.
l. Use of telephone interpreter lines.
m. Sharing of language assistance materials and services with other providers.
n. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
o. Referral to culturally and linguistically appropriate community service programs.

3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

4. Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. [22 CCR 98324]

5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR 98324]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Contractor and A12AA shall monitor, evaluate and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

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2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding A12AA procedures for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. Contractor shall notify A12AA immediately of a complaint alleging discrimination based on a violation of State or Federal law. [2 CCR 11162; 22 CCR 98310, 98340]

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.

3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. Contractor assures that when an existing facility has been altered with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

   a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed $30,000.

   b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of the Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

   c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

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7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.

9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the A12AA or its contractors.

10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

11. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3)
93.042	Special Programs for the Aging-Title IIIB/VIIA, Chapter 2-Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2)
93.043	Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID)
93.044	Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB)
93.045	Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

'Cluster of programs' means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other Clusters" are as defined

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by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services.

12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements. [OAA § 315(b)]:

    a. The Contractor for any Title III or Title VII services shall not use means tests.

    b. Any Title III or Title VIIA client that does not contribute toward the cost of the services received shall not be denied services.

    c. Methods used to solicit voluntary contributions for Title III and Title VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.

    d. Each Service Provider will:

        (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
        (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
        (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
        (iv) Establish appropriate procedures to safeguard and account for all contributions.
        (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]

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13. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by A12AA.

14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].

15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.

16. Individual client donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.

18. Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the type of clients served by Contractor and how OES will address their needs in the community.

19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA Disaster Coordinator.

20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:

    a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

    b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.

    c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.

21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

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22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.

23. Contractors of Title IIIC programs shall annually assess all elderly nutrition program clients' nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)]{CCR 7636.1(b)(7)}.

24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the "Area 12 Agency on Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "the conclusions and opinions expressed may not be those of the Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE II. REPORTING PROVISIONS

A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.

B. Contractor shall assure that all subcontractors submit complete and accurate data.

C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.

1. Details regarding the collection and reporting of program data,

2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,

3. Details regarding verification of data prior to submission to A12AA, and

4. Details for correction procedures.

D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.

1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).

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2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.

3. Contractor shall provide all missing information, corrections for errors and verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.

E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:

1. Collection and reporting of program data for the Contractor or subcontractor,

2. Ensuring accuracy of all data from the Contractor or subcontractor,

3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,

4. Correction procedures for Contractor and subcontractor.

F. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such appeal shall be filed within thirty (30) days of the A12AA's notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, §7700 through 7710.

C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code §9535(k), and as specified in the procurement documents and contracts of the Contractor.

D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by the CDA and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the contract. [Title 22, 7206(e)(4)]

8. A full inventory and plan to dispose or, transfer, or return to the A12AA all equipment purchased during the entire operation of the contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Exhibit D, Article XII of this Agreement, the Contractor will implement a transition plan submitted by CDA to A12AA following the Notice of Termination.

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Exhibit F

Non-Expendable Equipment/Vehicle Inventory

Mariposa County Health & Human Services Agency
Adult & Aging Services - Mariposa County

The inventory for Mariposa County Health & Human Services Agency, Adult & Aging Services is reviewed by Fiscal.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

AREA 12 AGENCY ON AGING
CONTRACT PERFORMANCE REPORT

SERVICE PROVIDER:_____

FY: **2022-2023** For the Quarter Ending:_____ Standard %: _____**%**

If cumulative year-to-date performance falls (below) or above 5% of the year-to-date *Standard Percentage at the end of any quarter, this form must be submitted to A12AA with the fiscal monthly expenditure report for the final month of the quarter. **Standard Percentage equals number of months in quarter (3, 6, 9 or 12) divided by 12*

- *Only insert titles of programs that are out of compliance*
- *Document "Contracted Units" and "Actual Units" cumulatively (YTD)*
- *To determine percentage, divide YTD Actual Units by YTD Contracted Units.*

Insert Program Title : *EXAMPLE*	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals	12,000					
Quarterly YTD Actual UOS/Meals	8,000					
Percentage-Actual vs. Contracted	66.66%					
Performance Over or (Under) Standard	**(8.34)%**					

Insert Program Title :	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals						
Quarterly YTD Actual UOS/Meals						
Percentage-Actual vs. Contracted						
Performance Percentage Over or (Under) Standard						

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

Quarterly Performance Report

SERVICE PROVIDER:_____

FY: 2022-2023 For the Quarter Ending:_____

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

_____Authorized Signature _____Date

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AREA 12 AGENCY ON AGING
MONITORING PERFORMANCE STANDARDS

A. PURPOSES

1. To identify the service level that constitutes an acceptable performance

2. To determine at what point a service provider is under performing and requires corrective action or adjustments in scope of services (SOS) and/or contract amount.

3. To determine at what point a service provider's performance is out of compliance with terms of the contract.

B. STANDARDS

1. Performance goal is 100% of contracted SOS

2. A **performance level of less than 5% or more than 5% as compared to the Standard Percentage at any point in time,** will mean service provider is under\over performing and SOS and/or contract amount may be revised.

3. A performance level of less than 85% will mean service provider has not met terms of the contract. SOS and/or contract amount will be revised, or termination procedures will be implemented.

4. Performance level achieved by service provider will be one of the factors to be considered in the evaluation of application for future funding.

C. GENERAL GUIDELINES

1. Service provider is responsible for meeting all terms of the contract including provisions of the SOS.

2. Service provider is to maintain a cumulative performance level of 95% or more of units of service in SOS in order to be considered for continued funding at the full allocation.

3. Performance levels for Title III programs are calculated by comparing actual units to an annual SOS. The normal calculation is as follows:

$$\frac{\text{Actual Units of Service}}{\text{Scope of Service Units}} \qquad \frac{\text{Number of Days Y-T-D}}{\text{365 Days}}$$

4. If cumulative year-to-date performance level at the end of a quarter falls (below) or over above 5% of the year-to-date contracted units of service, service provider shall submit a Contract Performance Report (A12AA Form Performance Standards-Exhibit G). The report is due to the Fiscal Officer by the 15th of the month following the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.

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5. The Area 12 Staff, including the Executive Director, Assistant Director, Fiscal Officer and Planner shall meet periodically to review service provider performance levels. In the case of underperforming programs, the entities may recommend that actions be taken. The recommendations may be forwarded to the A12AA Advisory Council and A12AA Governing Board for their consideration/adoption. The recommendations may include:

   A. Service provider must perform at a level of 95% or higher for the second/third quarter of their contact amount and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   B. Service provider must perform at a least 95% or higher for the (first/second/third) quarter or their contract amount and/or SOS may/shall be reduced by the difference between 95% and their quarterly performance.

   C. Service provider's cumulative performance must be 95% or higher by the end of the (second/third) quarter or their contract and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   D. A condition may be placed on this year's contract: The program must achieve 95% of its SOS level for the last (quarter/half) of the contract year, or next year's funding award and/or SOS will be reduced.

   E. A12AA staff to revise service provider's budget and/or SOS.

Instructions for Attached Form: Performance Standards – Exhibit G (pages #1 & 2)

1. Service provider can use quarterly calculations from the monthly financial report to fill in page #1. Only show programs that our out of compliance.

2. Page #2 must be filled out and turned in with the monthly financial reports, if quarterly YTD performance is out of compliance with terms of the contract.

3. If more pages needed, copy and paste page #2 only.

Revised 6-2-22

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

Exhibit H

CONTRACT RENEWAL PROPOSAL

Mariposa County Health & Human Services Agency
Adult & Aging - Mariposa County

The following document is the Contract Renewal Proposal submitted by Mariposa County HHS, Adult & Aging Services for Mariposa County.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-169

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026

RECOMMENDATION AND JUSTIFICATION:

Approve the Program Proposals for Services in Response to Area 12 Agency on Aging's Request for Proposal for Funding Cycle Years July 1, 2022--June 30, 2026, for Senior Transportation and the Senior Nutrition Programs; Authorize the Board of Supervisors Chair to Sign the Proposals; and Designate the Health and Human Services Director as Service Provider and Designee.

The Health and Human Services Agency Director would be the service provider and designee for the following programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Per the attached RFP, two (2) sets of signed originals for the proposed programs are due by 5:00 PM, March 25, 2022, at Area 12 Agency on Aging's office in Sonora, California. All program proposals received from RFP Bidders will undergo technical review for eligibility by an appointed Review Board and then Area 12 Agency on Aging Staff Review for recommendations to their Advisory Council, then the governing board for final approval.

If awarded, the initial contact agreements under this RFP would be for Fiscal Year 2022-2023, with a potential reimbursement of $153,451.00, with subsequent fiscal years' eligible for renewal subject to funding availability and Mariposa County Health & Human Services Agency fulfillment of contractual responsibilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years. Every four (4) years, Area 12 Agency on Aging (A12AA) publicly posts an open Request for Proposal for services within each of the five (5) counties they represent: Alpine, Amador, Calaveras, Mariposa, and Tuolumne.

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On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided..

ATTACHMENTS:
A12AA RFP 2022-2026 (PDF)
Attachment A (PDF)
Attachment B (PDF)
Attachment C; C-1 Cong (PDF)
Attachment C; C-2 H.D. (PDF)
Attachment C; III-B Transp. (PDF)
Attachment D; Executive Summary (PDF)
Attachment E; Program Proposals (PDF)
Attachment F (PDF)
Attachment G (PDF)
Attachment H (PDF)
Attachment I (PDF)
Attachment J (PDF)
Attachment K (PDF)
Attachment L (PDF)
Attachment M (PDF)
Attachment N (PDF)
Attachment O (PDF)
Attachment P (PDF)
Attachment Q (PDF)
Attachment R (PDF)
Attachment S; MARIPOSA COUNTY GL1-12643 (PDF)
Attachment S; MARIPOSA COUNTY GL1-12644 (PDF)
Attachment S; MARIPOSA COUNTY WC-CSAC-2010 (PDF)
Attachment T (PDF)
Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (PDF)
Attachment U; Mariposa Rent Allocation FY 2021-22 (PDF)
Attachment V (PDF)
Attachment W (PDF)

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

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

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health and Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisor District 1, Chair	
Date Executed	Executed in the County of:
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

   All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

   As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010.

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

6. SWEATFREE CODE OF CONDUCT:

a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph 'a' above.

7. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA AND THE AREA 12 AGENCY ON AGING

The following laws apply to persons or entities doing business with the State of California and the Area 12 Agency on Aging.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. [Pub. Contract Code §10430(e)]

3. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the Area 12 Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Area 12 Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the Area 12 Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

AREA 12 AGENCY ON AGING FY2022-2023
MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
ADULT & AGING SERVICES
CONTRACT AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services

ADDRESS: 5246 Spriggs Lane, Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

Board Chairperson (term through) — Rosemarie Smallcome (Printed/Typed Name)

Designee by Board Action — Joe Lynch (Printed/Typed Name)

Fiscal Reports/Budgets

Program Manager — Lydia Arre (Printed/Typed Name)

Designee for Program Manager/Program Specialist — Diana Ziegenfuss (Printed/Typed Name)

Program Reports

Program Director — Lydia Arre (Printed/Typed Name)

Designee for Program Director/Title — Diana Ziegenfuss (Printed/Typed Name)

For emergency contact, the Board Chairperson's telephone number is (209) 966-322

And mailing address is PO Box 784, Mariposa, CA 95338

Submitted by — Date 06/10/2022

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

Attachment C
Contract ACR
6-2-22

Area 12 Agency on Aging FY2022-2023
Agency Contract Representative (ACR) Designation Form
Mariposa County Health & Human Services Agency
Adult & Aging Services

SEND TO: **Kristin Millhoff**
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Program: Title III – C1 Congregate
Title III – C2 Home Delivery
Title III – III B Transportation

Legal Name of Contractor: Mariposa County	
Agency Contracts Representative: Dumile Wilson	
Title: Administrative analyst I	
Address: 5362 Lemee Lane, PO Box 99 Mariposa, CA 95338	
Phone: (209) 742-0971	FAX: (209) 966-8251
E-mail: dwilson@mariposacounty.org	
	Lydia Arre larre@mariposacounty.org Terri Peresan tperesan@mariposacounty.org

Please specify the address checks are to be mailed to below:	
Address: 5246 Spriggs Lane Mariposa, CA 95338	
Attention: Lydia Arre	
Signature: Lydia Arre	Print Name: Lydia Arre
Title: Program Manager	Phone: (209) 966-6632

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Sensitive, or Confidential Information (PSCI) is a crime and is prohibited under State and Federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619; California Civil Code Section 1798.53 and 1798.55; and Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report (CDA (1025A and 1025B).
- All access codes which allow access to PSCI will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to A12AA by completing a Security Incident Report, CDA 1025.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect PSCI contained under this Contract/Agreement will continue after termination of the Contract/Agreement with A12AA and CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/, within 30 days of the start date of this

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:

   a.) Amount or duration of a service;
   b.) Denial or discontinuance of a service;
   c.) Dissatisfaction with the service or service provider;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All service providers are required to notify all consumers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
   b.) Advising homebound consumers of the process either orally or in writing.

4.) The appropriate level of complaint resolution shall be determined as follows:

   a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
   b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the executive director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
      1) Verbally accept the complaint
      2) Prepare a written complaint
      3) Have the complainant sign the written complaint
   c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

AREA 12 AGENCY ON AGING

SERVICE PROVIDER COMPLAINT RESOLUTION PROCESS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.

2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.

3.) The denial of an application to provide services from an applicant service provider when any of the following exist:

   a.) The presence of a conflict of interest, real or apparent;
   b.) The occurrence of a procedural error or omission;
   c.) The lack of substantial evidence to support an A12AA's action.

All complaints shall be:

1.) Made in writing and addressed to the Executive Director of the A12AA;

2.) Submitted within 30 days of incident of dispute;

3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:

   a.) The reasons for the A12AA's decision on the issues contained in the complaint.
   b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

GRIEVANCE PROCEDURES - PROVIDERS FOR EMPLOYEES & VOLUNTEERS

1.) All service providers shall develop written policies and procedures whereby any employee or volunteer may appeal and have resolved grievances relating, but not limited to:

   a.) Unsafe practices;
   b.) Not following guidelines or training;
   c.) Dissatisfaction with the employer;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging (A12AA).

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the A12AA if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All providers are required to notify all employees and volunteers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group;
   b.) Advising employees and volunteers of the process either orally or in writing.

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

Attachment E

AREA 12 AGENCY ON AGING
2022-2023 CONTRACT RENEWAL PROPOSAL
Service Proposed and Funds Requested

Provider: Mariposa County HHS Agency **County:** Mariposa

1. Services to be Provided: 2. Service Category:	C-1 Congregate Meals $8.50/unit	C-2 Home Del. Meals $8.00/unit	IIIB Transportation $25.00/trip
Activity(ies):	2022-2023 (Proposed No. of Meals\UOS)	2022-2023 (Proposed No. of Meals\UOS)	2022-2023 (Proposed No. of UOS)
a. Meals	a. 12,187	a. 8,400	a.
b. One hour of service	b.	b.	b.
c. One Contact	c.	c.	c.
d. One Session	d.	d.	d.
e. One Modification	e.	e.	e.
f. One One-Way Trip	f. 12,187	f. 8,400	f. 3,900
TOTAL MEALS\SERVICE UNITS	12,187	8,400	3,900
NSIP	$ 103,590	$ 67,200	
2. Amount of A12AA funds requested	$ 3,382 $ 106,972	$ 4,664 $ 71,864	$ 97,500
3. Amount of Participant Contributions	$ 22,500	$ 10,950	$ 4,000
4. Other funds:			
a. Non-Senior Fees	$ 2,500		
b County Funds	$ 194,936	$ 123,904	$ 186,716
c. In Kind	$ 27,000	$ 7,440	
Total Other Funds	$ 224,436.	131,334	$ 186,716
5. TOTAL FUNDS, ALL SOURCES	**$ 353,908**	**$ 214,148**	**$ 288,216**
6. Cost of unit of service			
a. A12AA funds (line 2 ÷ line 1.f.)	$ 8.78	$ 8.56	$ 25.00
b. All funds (line 5 ÷ line 1.f.)	$ 29.04	$ 25.49	$ 73.90
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)	292	39	149

CERTIFICATE NO. ISSUE DATE

WC-2010	CERTIFICATE OF COVERAGE	06/25/2021

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A - See attached schedule of insurers**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's $300,000 Retention EMPLOYERS' LIABILITY: Difference between $5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 MARIPOSA PROGRAM: CONGREGATE, CONGREGATE RESTAURANT, HOME DELIVERED MEALS, AND TRANSPORTATION.

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2021/2022 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 21 EWC-34	Workers' Compensation: $50,000,000 each accident/each employee for disease (Difference between $50,000,000 and the individual member's retention) Employers' Liability: $5,000,000 each accident/each employee for disease (Difference between $5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-011	Statutory each accident/each employee for disease excess of $50,000,000

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

CERTIFICATE NO. GL1-12643 AI

CERTIFICATE OF COVERAGE

ISSUE DATE 07/12/2021

Public Risk Innovation, Solutions, and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 21 EL-34	07/01/2021	07/01/2022	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 - MARIPOSA PROGRAM: CONGREGATE, HOME DELIVERED MEALS, AND TRANSPORTATION.

AREA 12 AGENCY ON AGING, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date _____

Memorandum No. PRISM 21 EL-00

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions, and Management

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

CERTIFICATE NO. GL1-12644 CO

CERTIFICATE OF COVERAGE

ISSUE DATE 07/12/2021

Public Risk Innovation, Solutions, and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 21 EL-34	07/01/2021	07/01/2022	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING; AGREEMENT NUMBER 2021-2022 - MARIPOSA PROGRAM: CONGREGATE, HOME DELIVERED MEALS, AND TRANSPORTATION.

COVERAGE INCLUDES ERRORS AND OMISSIONS.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2021/2022 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 21 EWC-34	Workers' Compensation: $50,000,000 each accident/each employee for disease (Difference between $50,000,000 and the individual member's retention) Employers' Liability: $5,000,000 each accident/each employee for disease (Difference between $5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-011	Statutory each accident/each employee for disease excess of $50,000,000

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Sensitive, or Confidential Information (PSCI) is a crime and is prohibited under State and Federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619; California Civil Code Section 1798.53 and 1798.55; and Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report (CDA (1025A and 1025B).
- All access codes which allow access to PSCI will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to A12AA by completing a Security Incident Report, CDA 1025.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect PSCI contained under this Contract/Agreement will continue after termination of the Contract/Agreement with A12AA and CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/, within 30 days of the start date of this

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

Contract/Agreement or within 30 days of the start date of any new employee, contractor, vendor or volunteer.

- All employees/subcontractors of the Contractor/Vendor must comply with A12AA's and CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- CDA or its designee, A12AA, will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

CERTIFY:

To protect PSCI by:

- Accessing, inspecting, using, disclosing or modifying PSCI only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI in approved locations.
- Never removing PSCI from the work site without authorization.
- If approved to remove PSCI from work site, PSCI must be kept in a secure and locked container.
- Never sending PSCI in any electronic format – email, text, or any online format; **faxing** remains a confidential source of sending information.

Meets the encryption requirements in Exhibit D, Article 18:

x Is in full compliance with the 128 Encryption requirements.

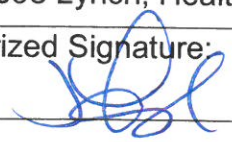
□ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Information Integrity & Security Statement and will comply with the above statements.

Contractor/Vendor Name:
Mariposa County Health and Human Services Agency

Fiscal Year and Contracted Program(s):
2022-2023 – Title III, Congregate Meals, Home Delivered Meals &Transportation

Printed Name and Title of Person Signing:
Joe Lynch, Health & Human Services Agency Director

Authorized Signature: 

Date: 6/15/22

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

AREA 12 AGENCY ON AGING
2022-2023 CONTRACT RENEWAL PROPOSAL
Service Proposed and Funds Requested

Provider: Mariposa County HHS Agency **County:** Mariposa

1. Services to be Provided: 2. Service Category:	C-1 Congregate Meals $8.50/unit	C-2 Home Del. Meals $8.00/unit	IIIB Transportation $25.00/trip
Activity(ies):	2022-2023 (Proposed No. of Meals\UOS)	2022-2023 (Proposed No. of Meals\UOS)	2022-2023 (Proposed No. of UOS)
a. Meals	a. 12,187	a. 8,400	a.
b. One hour of service	b.	b.	b.
c. One Contact	c.	c.	c.
d. One Session	d.	d.	d.
e. One Modification	e.	e.	e.
f. One One-Way Trip	f. 12,187	f. 8,400	f. 3,900
TOTAL MEALS\SERVICE UNITS	12,187	8,400	3,900
NSIP	$ 103,590	$ 67,200	
2. Amount of A12AA funds requested	$ 3,382 $ 106,972	$ 4,664 $ 71,864	$ 97,500
3. Amount of Participant Contributions	$ 22,500	$ 10,950	$ 4,000
4. Other funds:			
a. Non-Senior Fees	$ 2,500		
b County Funds	$ 194,936	$ 123,904	$ 186,716
c. In Kind	$ 27,000	$ 7,440	
Total Other Funds	$ 224,436.	131,334	$ 186,716
5. TOTAL FUNDS, ALL SOURCES	**$ 353,908**	**$ 214,148**	**$ 288,216**
6. Cost of unit of service			
a. A12AA funds (line 2 ÷ line 1.f.)	$ 8.78	$ 8.56	$ 25.00
b. All funds (line 5 ÷ line 1.f.)	$ 29.04	$ 25.49	$ 73.90
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)	292	39	149

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

CERTIFICATE NO. GL1-12643 AI

CERTIFICATE OF COVERAGE

ISSUE DATE 07/12/2021

Public Risk Innovation, Solutions, and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 21 EL-34	07/01/2021	07/01/2022	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 - MARIPOSA PROGRAM: CONGREGATE, HOME DELIVERED MEALS, AND TRANSPORTATION.

AREA 12 AGENCY ON AGING, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date _____

Memorandum No. PRISM 21 EL-00

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions, and Management

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

CERTIFICATE NO.

WC-2010

CERTIFICATE OF COVERAGE

ISSUE DATE

06/25/2021

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - See attached schedule of insurers**

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Member:
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's $300,000 Retention EMPLOYERS' LIABILITY: Difference between $5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 MARIPOSA PROGRAM: CONGREGATE, CONGREGATE RESTAURANT, HOME DELIVERED MEALS, AND TRANSPORTATION.

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

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AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2021/2022 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 21 EWC-34	Workers' Compensation: $50,000,000 each accident/each employee for disease (Difference between $50,000,000 and the individual member's retention) Employers' Liability: $5,000,000 each accident/each employee for disease (Difference between $5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-011	Statutory each accident/each employee for disease excess of $50,000,000

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CERTIFICATE NO.

GL1-12644 CO

CERTIFICATE OF COVERAGE

ISSUE DATE: 07/12/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
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COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
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ATTN: RHONDA SCHERF
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COVERAGE INCLUDES ERRORS AND OMISSIONS.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

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AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

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PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2021/2022 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 21 EWC-34	Workers' Compensation: $50,000,000 each accident/each employee for disease (Difference between $50,000,000 and the individual member's retention) Employers' Liability: $5,000,000 each accident/each employee for disease (Difference between $5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-011	Statutory each accident/each employee for disease excess of $50,000,000

Attachment: Standard Agmt 2023 - Wcsignature (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging FY 2022-23)

RES. NO. 22-169

AREA 12 AGENCY ON AGING

19074 Standard Road, Suite A, Sonora, CA 95370

REQUEST FOR PROPOSALS FOR:

Title IIIB – Supportive Services

Chore, Health, Homemaker,
Legal Services, Personal Care,
Residential Repair/Modification and Transportation

Title IIIC – Nutrition

C-1 Congregate Nutrition Services
C-2 Home Delivered Nutrition Services

Title IIIE – Family Caregiver Support Program

Caregivers of Older Adults: Access Assistance, Information Services, Respite Services, Supplemental Services and Support Services

Caregivers of Child - Older Elderly Relative:
Access Assistance, Information Services, Support Services

Title VIIB Elder Abuse Prevention, Education & Training

Title VIIB Elder Abuse Prevention, Education & Training

Ombudsman

Title IIIB Ombudsman
Title VIIA Ombudsman Supplement
State Health Facilities Citation Penalties Account
Public Health Licensing & Certification Program Fund
Skilled Nursing Facility Quality & Accountability Fund

Community Based Services Program

Health Insurance Counseling and Advocacy Program (HICAP)

FUNDING CYCLE: July 1, 2022 – June 30, 2026

Issue Date: February 8, 2022
Due Date: March 25, 2022 - 5:00 p.m.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment A

Area 12 Agency on Aging
2022-2026 RFP PROPOSAL
CHECKLIST

Two (2) Original Proposals and five copies for each program are required of all applicants.

- ☑ Proposal Checklist (Attachment A)
- ☑ Application Information Sheets – Authorized Signatory Form (Attachment B)
- ☑ Application Narrative Cover Page (Attachment C)
- ☑ Executive Summary (Attachment D)
- ☑ Program Proposal (Attachment E)
- ☑ Service Unit Plan (Attachment F)
- ☑ Assurance of Compliance (CDA 17) (Attachment G)
- ☑ Non-Discrimination Compliance Statement (Attachment H)
- ☑ Drug-Free Workplace Certification (Attachment I)
- ☑ Certification Regarding Lobbying (Attachment J)
- ☑ Organizational Chart (Attachment K)
- ☑ Personnel Funding Chart (Attachment L)
- ☑ Job Descriptions (Attachment M)
- ☑ Agency procurement standards in purchasing goods over $10,000 (Attachment R)
- ☑ Evidence of insurance coverage to include General Liability, Auto Liability, Workers Compensation, Errors & Omissions, Fidelity Bond, and Business Personal Property. Evidence should be in the form of a Certificate of Liability or statement of self-insurance. If insurance is not in effect now, request a quote/binder effective 7/1/2022. A12AA is not responsible for any expense incurred. (Attachment S)
- ☑ Advisory Board membership list (where present) (Attachment T)
- ☑ Program Line Item Budget & Budget Narratives (Attachment U)
- ☑ Board of Directors approval of submission of application. (Attachment V)
- ☑ Unruh Civil Rights Law Certification (Attachment W)

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Each bidder must provide one copy of the following:

- ☑ Current Roster of the Board of Directors, if non-profit (include name, address, occupation) (Attachment N)
- ☑ Agency Bylaws (Attachment O)
- ☑ Agency personnel policies/procedures (Attachment P)
- ☑ Lease/Rental agreements (Attachment Q)

Additional Documentation Required by Non-profit Agencies Not Currently Funded by the Area 12 Agency on Aging: (One copy with original Proposal ONLY)

- ☐ Non-profit Determination Letter [501(c)(3)]. (If a collaborative, from the fiscal agent.)
- ☐ Articles of Incorporation (if a collaborative, from the fiscal agent.)
- ☐ Most recent Bylaws (if a collaborative, from the fiscal agent.)
- ☐ Most recent date's minutes of a meeting of the Board of Directors (if a collaborative, from the fiscal agent.)

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment B

AREA 12 AGENCY ON AGING 2022-2026 CONTRACT
AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5262 Lemee Lane, P.O. Box 99, Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

Board Chairperson (term through 01/03/2023) — Rosemarie Smallcombe (Printed/Typed Name)

Designee by Board Action — N/A (Printed/Typed Name)

Fiscal Reports/Budgets

Program Specialist I — Diana Ziegenfus (Printed/Typed Name)

Designee for Program Director/Title — N/A (Printed/Typed Name)

Program Reports

Program Manager — Lydia Arre (Printed/Typed Name)

Designee for Program Director/Title — N/A (Printed/Typed Name)

For emergency contact, the Board Chairperson's telephone number is 209-966--3222

And mailing address is 5100 Bullion St., P.O. Box 784, Mariposa, CA 95338

Lydia Arre
Submitted by

3-4-22
Date

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment C; C-1 Cong.

AREA 12 AGENCY ON AGING
RFP 2022-2026

APPLICATION NARRATIVE – COVER PAGE

Applicant Agency: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

City / State: Mariposa, CA **ZIP:** 95338

Telephone Number: (209) 966-6632 **FAX:** (209) 742-7405

Type of Agency (As defined by I.R.S. – Check only one)

_____ Private non-profit _____ Private profit-making __X__ Public agency

County/Counties to be served under this proposal: (check all that apply)

_____ Alpine County _____ Amador County

_____ Calaveras County __X__ Mariposa County

_____ Tuolumne County

Contact Person: Lydia Arre **Title:** Program Manager

Telephone: (209) 966-6632 **E-mail:** larre@mariposacounty.org

Application submitted for: Title IIIC – Nutrition

Program: C-1 Congregate Nutrition Services

Amount requested: $77,228.00

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment C; C-2 H.D.

AREA 12 AGENCY ON AGING
RFP 2022-2026

APPLICATION NARRATIVE – COVER PAGE

Applicant Agency: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

City / State: Mariposa, CA **ZIP:** 95338

Telephone Number: (209) 966-6632 **FAX:** (209) 742-7405

Type of Agency (As defined by I.R.S. – Check only one)

_____ Private non-profit _____ Private profit-making __X__ Public agency

County/Counties to be served under this proposal: (check all that apply)

_____ Alpine County _____ Amador County

_____ Calaveras County __X__ Mariposa County

_____ Tuolumne County

Contact Person: Lydia Arre **Title:** Program Manager

Telephone: (209) 966-6632 **E-mail:** larre@mariposacounty.org

Application submitted for: Title IIIC – Nutrition

Program: C-2 Home Delivered Nutrition Services

Amount requested: $31,223.00

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment C; III-B Transp.

AREA 12 AGENCY ON AGING
RFP 2022-2026

APPLICATION NARRATIVE – COVER PAGE

Applicant Agency: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

City / State: Mariposa, CA **ZIP:** 95338

Telephone Number: (209) 966-6632 **FAX:** (209) 742-7405

Type of Agency (As defined by I.R.S. – Check only one)

_____ Private non-profit _____ Private profit-making __X__ Public agency

County/Counties to be served under this proposal: (check all that apply)

_____ Alpine County _____ Amador County

_____ Calaveras County __X__ Mariposa County

_____ Tuolumne County

Contact Person: Lydia Arre **Title:** Program Manager

Telephone: (209) 966-6632 **E-mail:** larre@mariposacounty.org

Application submitted for: Title IIIB – Supportive Services

Program: Transportation

Amount requested: $45,000.00

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment D

EXECUTIVE SUMMARY

Enclosed is Mariposa County's Health & Human Services Agency, Adult & Aging Services branch, proposal for providing Title IIIB Transportation services, Title IIIC-1 Congregate Nutrition services and Title IIIC-2 Home Delivered Nutrition services in response to Area 12 Agency on Aging's Request for Proposal (RFP) for July 2022, through June 2026. The initial budget included in this proposal is for the first fiscal year, 2022-2023, only. The Mariposa County's Department of Health & Human Services Agency (HHSA) understands that Agreements with Area 12 Agency on Aging will be eligible for renewal in each of the subsequent fiscal years subject to funding availability and Mariposa County's fulfillment of contractual responsibilities.

Mariposa County is in the western foothills of the Sierra Nevada Mountains and is home to the Yosemite National Park. The county is exceptionally rural with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities or towns. However, three of its communities are recognized as census-designated areas: Bootjack, Yosemite Valley and Mariposa, with Mariposa established as the County Seat.

As of the data from the California Department of Finance Demographic Research Unit Report E-1 County Populations Statistics for 2020,[1] Mariposa County has an estimate population of 17,131. Per the California Department of Aging's demographic estimates, approximately thirty-six percent (36%) of Mariposa County residents are seniors over the age of 60, well over the statewide average, with approximately fifteen percent (15%) of the county's senior citizen population living below the federal poverty level. [2]

Mariposa County continues to see a need for nutritional and transportation services for our geriatric population. The County is projecting to provide 9,481 Units of Service for our C-1 Congregate Nutrition program, and 5,462 units for our C-2 Home Delivered Nutrition services to an estimated number of four and fifty (450) seniors in unduplicated services in the 2022-2023 fiscal year, with one daily meal being counted as one single unit of service. The Transportation program is projecting to provide 2,500 Units of Service to an estimated number of one hundred and thirty-eight (138) seniors in unduplicated services in the 2022-2023 fiscal year, with one-way transport stops being counted as one single unit of service. In continued partnership with Area 12 Agency on Aging, the Health & Human Services Agency, Adult & Aging Services branch, conforms to and promotes the Older Americans Act providing senior services to persons 60 years of age and over.

Mariposa County Health & Human Services Agency looks forward to the continuing partnership with Area 12 Agency on Aging in meeting our mission of providing services that promote independent living as safely as possible, regardless of the individual's economic station.

[1] California Department of Finance website
[2] 2021 CA Dept. of Aging Demographic Estimates

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

PROGRAM PROPOSAL FROM MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY (HHSA)

A. PROGRAM, SERVICE DELIVERY AND PERFORMANCE

1. Need Statement

As previously stated in the Executive Summary of this proposal, the data from the California Department of Finance Demographic Research Unit Report E-1, County Populations Statistics for 2020, states that Mariposa County has an estimate population of 17,131. Per the California Department of Aging's demographic estimates, approximately thirty-six percent (36%) of Mariposa County residents are seniors, 60 years of age and over, well over the statewide average. Of that percentile, approximately fifteen percent (15%) of the county's senior citizen population are living on a fixed income, below the federal poverty level.

With such a significant number of low-income seniors living in Mariposa County, it is not only fiscally responsible but ethically important to maintain an independent senior population by continuing to provide senior services, specifically the Senior Nutrition and Senior Transportation programs. The Senior Nutrition programs provide at least one third (1/3) of the recommended daily allowance (RDA) for healthy nutrition. The Senior Transportation program continues to provide services to meet the needs of a diverse and widely dispersed population. Mariposa County operates a public transit system within the Department HHSA, informally known as Mari-Go, providing dial-a-ride services to seniors and the general public, dividing the service areas into North County and South County. Mariposa County Transit also provides medical transportation services for seniors locally and to the cities of Fresno, Merced, Oakhurst, and Sonora, via ADA compliant mini vans, by reservation only, Monday through Friday.

2. Service Area 12 Agency on Aging

The County of Mariposa is located within the western foothills of the Sierra Nevada Mountains and is home to the Yosemite National Park. The county is exceptionally rural, with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities. However, three of its communities are recognized as census-designated areas: Bootjack, Yosemite Valley and Mariposa, with Mariposa established as the County Seat. Other unincorporated areas include Coulterville, Greeley Hill, Hornitos, El Portal, Midpines, Yosemite Village, Wawona, and Catheys Valley. Mariposa County Health & Human Services Agency, the Adult & Aging Services branch, proposes to service the northern and southern areas of the county.

3. Target Groups

As reported into the My Senior Center System and the WellSky software, for the State of California Department of Aging's Social Assistance Management Systems (SAMS), Mariposa County continues to see a need for transportation and nutritional services for the geriatric population, seniors aged sixty (60) years of age and older, of all socio-economic status and race.

Mariposa HHSA, Adult & Aging Services, is projecting to provide unduplicated services to four hundred and fifty (450) individual seniors with the Nutrition Programs and one hundred thirty-eight (138) individual seniors in the III-B Transportation program. Per our data entered into Wellsky's Assistance Management Systems (SAMS), sixteen percent (16%) of Mariposa County HHSA's Transportation and Nutrition program participants have identified themselves below the federal poverty level, with four percent (4%) identifying themselves as a minority.

At the beginning of the 2021-22 fiscal year, Mariposa County Health & Human Services initiated, with our Board of Supervisors' approval, a Restaurant Meal Pilot Program in Mariposa's North County, as there has been an identified gap in nutritional services since the

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

closure of the previous C-1 Restaurant program approximately six years ago. HHSA is expecting to increase services in that desert service area to an additional one hundred thirty-four (134) senior participants, with HHSA's nutrition staff's support data recognizing the age percentile of seniors, 80-85 years of age that are homebound, and in need of nutritional services at thirteen-point four percent (13.4 %).

4. Marketing / Outreach

Mariposa County's Department of HHSA promotes their services by outreach and participation with many other organizational entities, such as the Alliance for Community Transformation, Mariposa Safe Families, Mariposa Commission on Aging, John C. Fremont Hospital, JCF Home Health & Hospice, and other county departments (i.e., Library, Sheriff, etc.).

Mariposa HHSA markets senior services, including nutritional and transportation programs, with monthly postings to the county website, county social media pages, and local web-based news. With Mariposa being such a small community, we rely heavily on the old fashion "word of mouth" means of marketing, as well as strategic postings of flyers and notices.

5. Operations

The Department of Health & Human Services Agency (HHSA) provides services within the Mariposa Senior Activity Center at 5246 Spriggs Lane, Mariposa, California, and the department's main building located at 5362 Lemee Lane, Mariposa, CA. Office hours are 8:00 AM to 5:00 PM at both locations. The listed services may be modified or suspended during Mariposa County declared emergencies, such as wildfires or severe weather events:

- III-B Transportation: The Department HHSA office operates as the public transportation services for the County of Mariposa. Hours of transportation operation are Monday through Friday, 8:30 AM to 4:00 PM with office hours at 8:00 AM to 5:00 PM. Transportation services are not available on County holidays.

- C-1 Congregate Nutrition services are provided at the Senior Activity Center, 5246 Spriggs Lane, Mariposa, California. The facility includes ADA accessibility. The Congregate Nutrition Service provides meal service from 12:00 to 12:45 PM. Meals are prepared on site and served five (5) days a week, Monday through Friday, except on County holidays.

- C-2 Home Delivered Nutrition services are delivered in two forms, hot and frozen meals:
    1. Hot home delivered meals are prepared on site and served five (5) days a week, Monday through Friday, except on County holidays and are delivered by volunteers and/or staff at midday for those individuals living within a three (3) mile radius of the Senior Activity Center; frozen meals are provided for weekends and holidays when requested.
    2. For those individuals that live outside the delivery radius, registered dietitian pre-approved frozen meals are provided for approximately 2-week intervals, per person, contingent upon freezer capacity. The frozen meals are delivered within a reasonable distance from the senior center to ensure the quality and integrity of the provided meals.

In the event where contracted funding allocations are depleted, Mariposa County HHSA will continue to provide all senior nutritional and transportation services within the county using agency funds without interruptions to those services as necessary. HHSA's senior services programs do not utilize priority ranking systems or waitlists for services.

It has been the history and policy of Mariposa County to continue to provide services, regardless of reaching contractual allocations of funding, to ensure services will continue to seniors in need.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

6. Client Procedures

The Mariposa HHSA's senior services staff request that all new program participants complete a program Intake Form, provided by Area 12 Agency on Aging, and given an assessment for services as required. Those senior citizens who have already completed an Intake Form in the past but have had recent changes, such as address, phone or emergency contacts, are requested to complete a new Intake with the updated information or at the beginning of every fiscal year. Program participants that have moved out of the area or that are deceased will be dis-enrolled from the programs after the close of the fiscal year.

7. Performance

Contract performance reviews shall be monitored monthly to the following programs with quarterly reports submitted to Area 12 Agency on Aging as necessary:

- III-B Transportation - The department is projecting to provide 2,500 Units of Service to an estimated number of one hundred and thirty-eight (138) seniors in unduplicated services in the 2022-2023 fiscal year, with one-way transport stops being counted as one single unit of service.
- C-1 Congregate Nutrition Services – The department is projecting to provide 9,481Units of Service to an estimated number of four hundred (400) seniors in unduplicated services in the 2022-2023 fiscal service year, with one daily meal being counted as one single unit of service. Contract performance shall be monitored monthly, with quarterly reports files as necessary.
- C-2 Home Delivered Nutrition Services - The department is projecting to provide 5,462 Units of Service to an estimated number of fifty (50) seniors in unduplicated services in the 2022-2023 fiscal year, with one daily meal being counted as one single unit of service.

8. Participant Input and Satisfaction

Consumer satisfaction is an important and valuable factor in providing and maintaining services. Therefore, program surveys are distributed to congregate, home delivered, and transportation program participants periodically to evaluate overall services, consumer needs, and their satisfaction. Within the C-1 Congregate Nutrition Program, surveys are readily available at the nutrition desk for congregate participants to evaluate overall services, consumer needs, and satisfaction. Survey results are shared with participants upon request. The C-2 Home Delivered Nutrition program surveys are distributed through the meal delivery service on an annual basis and returned via an enclosed envelop.

The County's public transportation service also is required by the Department of Transportation (DOT) & the Federal Transportation Administration (FTA) to provide annual open public forums of the Local Transportation Commission by public hearings, which evaluates the effectiveness of Mariposa County Transit's services and identifies any additional transportation needs within the County. Surveys are conducted by the department and an independent contractor as per FTA requirements and are reported in the various transportation plans for Mariposa County (i.e. Short Range Transit Plan, Regional Transportation Plan, Mariposa County Coordinated Public Transit—Human Services Transportation Plan, & Regional Transportation Improvement Plan).

9. Coordination

The Department of HHSA has developed and trained all agency staff and community partners on philosophy of providing a System of Care approach to services. HHSA utilizes coordination of services within all divisions, branches and local community partners. Upon the intake process, assessments, and reassessments, staff shall evaluate client/participant needs and ensure referrals are appropriately linked to services, including A12AA & DRAIL.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

B. ADMINISTRATIVE CAPACITY

1. Organization

The County of Mariposa is a general law county, with the governmental structure determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County of Mariposa. The Department of HHSA is governed by the Mariposa County Board of Supervisors, representing five county districts. The County of Mariposa has a Board appointed director to administer and manage that department's services and resources.

Many County departments work closely with each other, the County Board of Supervisors, and A12AA in the coordination of services for older and disabled persons to maintain a maximum level of independence, personal dignity, and safety. It is the mission of Mariposa County to assist seniors with services that provide and promote independent living for as long as safely possible, regardless of their economic or racial status.

2. Service Experience

Mariposa County has been providing Senior Services, Title IIIC-1 Congregate Nutrition, Title IIIC-2 Home Delivered Nutrition and Dial-a- Ride transportation services for the general public & IIIB Transportation, for over thirty years, providing services to approximately 641 seniors and families a year.

3. Staffing

Mariposa County employs qualified personnel through a rigorous recruitment process by the County's Human Resources department. Job classifications and criteria of basic functions and responsibilities (see Attachment M) are on file for employees employed within the Department of HHSA; all kitchen staff have Food Safety certifications. The following personnel provide direct services for the proposed nutrition and transportation programs:

- Program Manager
- Program Specialist I
- Program Assistant II
- Senior Nutrition Cook/Site Supervisor
- Kitchen Assistant
- Transit System Bus Driver
- Driver

See the Mariposa County Health & Human Services Agency Organizational Chart, (Attachment K), detailing the department and the programs it maintains.

4. Management Information Systems (MIS)

The Department of HHSA has three full-time employees over-seeing the Senior Nutrition Programs: a Program Manager, Program Specialist I, and a Program Assistant II. All three are knowledgeable and skilled in processing all data, to ensure the quality of the data collected, one individual has been assigned the task of inputting all viable information into the WellSky and My Senior Center Information Systems, to ensure program consistency. However, all staff members have been cross trained to ensure program coverage.

5. Volunteers

Volunteers are an asset to many programs within Mariposa County. The Nutrition programs benefit greatly with their presence. All volunteers are required to sign the County's Waiver form regarding Workers' Compensation Insurance, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's assigned duties. Within the HHSA's Nutrition Programs, a volunteer application is also completed, with an on-site orientation and training provided by the Program Manager and the Program Specialist.

The Nutrition programs have thirteen (13) volunteers within the C-1 and C-2 Senior Nutrition programs, performing various duties such as food servers, kitchen assistance/food prep, meal delivery, and reservation tasks assigned to the nutrition desk. All volunteers have been cross

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

trained to perform in these capacities. Volunteer hours vary from 10:30 AM to 1:30 PM contingent on the daily duties they are performing.

The county celebrates all volunteer service annually in April by a prepared Board of Supervisors Recognition and special acknowledgment from the HHSA agency for our agency program volunteers.

6. Board of Directors

Not Applicable. Mariposa Health & Human Services is a government entity, under the governance of an elected Board of Supervisors.

C. FINANCIAL CAPACITY AND OPERATIONS

1. Available Resources

Mariposa County is a government entity and utilizes state realignment funds provided through the County's budgeting process and contributions received from program participants.

2. Fiscal Record System

Mariposa County receives revenue and expenditures from many various sources (federal, state, and local) for each department and department programs it maintains. Each program has a specific identifying key code, issued by the Mariposa County Auditor's Office, which is used in posting deposits. The identifying code is linked, via the County's ERP Oracle computer accounting software, to a line-item in the Mariposa County's Fund Ledger for that program's budget.

3. Budget and Budget Narrative:

See Attachment U for each of the programs' budgets and narratives.

4. Client Contributions

Senior Nutrition Program participants are notified at Intake and/or information inquiry of the requested monetary contributions of $4.00 per meal. It is clearly communicated that this is not a requirement to receive services, as there is an isolated, anonymous donation box located in the dining room away from the Nutrition Desk where individuals sign in on the daily senior meal list or complete a new Intake form. Transportation Program participants are notified at Intake and/or transportation information inquiry of the requested monetary contributions depending on location of service origin to destination. Again, it is communicated that a contribution is voluntary and not a requirement to receive services.

Contributions received are counted double custody within the Senior Center office, with the door secured; when the counting has been completed, the original documentation/page is then initialed by both parties, posted to a specific program in the Daily Collections book and in a program specific County receipt book—both entries must match. The codes for account programs are located at the top of each column in the collections book ensuring proper disbursement of revenue to the correct departmental account. The Auditor's Office will issue additional budgetary program accounts for revenue and expenditure line-items as necessary.

D. ORGANIZATION CHARTS

1. **Organizational Chart:** See Attachment K
2. **Personnel Funding Chart:** See Attachment L

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment F

SERVICE UNIT PLAN

Program Name/ Unit Type	Proposed Number of Units to be Served	County Serving
IIIB – Transportation	2,500	Mariposa
III C1 – Congregate Meals	9481	Mariposa
III C2 Home Delivered Meals	5462	Mariposa

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

ATTACHMENT G

ASSURANCES
STD 17 (Rev. 11-93)

ASSURANCES OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Mariposa County Health & Human Services Agency (hereinafter called the Service Provider) HEREBY AGREES THAT it will comply with the title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to the Regulation of HHS (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or gender, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives federal financial assistance from the Area 12 Agency on Aging (A12AA) and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Service Provider, or in the case of any such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, this assurance shall obligate the Service Provider. If any personal property is so provided, this assurance shall obligate the Service Provider for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Service Provider for the period during which the federal financial assistance is extended to it by A12AA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Service Provider by A12AA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Service Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Service Provider, its successors, and transferees, and the person whose signature appears below is authorized to sign this assurance on behalf of the Service Provider.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisors, District I, Chair	
Date Executed: March 15th, 2022	Executed in the County of: Mariposa

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

ATTACHMENT H

STATEMENT OF COMPLIANCE

STD 19 (12/93)

Mariposa County Health & Human Services Agency

SERVICE PROVIDER

The SERVICE PROVIDER named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title 2, Division 4, Chapter 5 in matters relating to development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation (or perceived sexual orientation), or age (over 40).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisor District I, Chair	
Date Executed: March 15th, 2022	Executed in the County of: Mariposa

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

ATTACHMENT I

DRUG-FREE WORKPLACE CERTIFICATION

STD 21 (12/93)

The SERVICE PROVIDER (hereinafter referred to as the "prospective contractor") named above hereby certificate compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named SERVICE PROVIDER will:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).

(2) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

(3) Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the organization's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisors District I, Chair	
Date Executed: March 15th, 2022	Executed in the County of: Mariposa

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

ATTACHMENT J

LOBBYING
STD 217 (12/93)

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certified, to the best of his/her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a member of Congress connected with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of congress connected with the awarding of any federal loan, the entering into of any federal contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Reporting Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

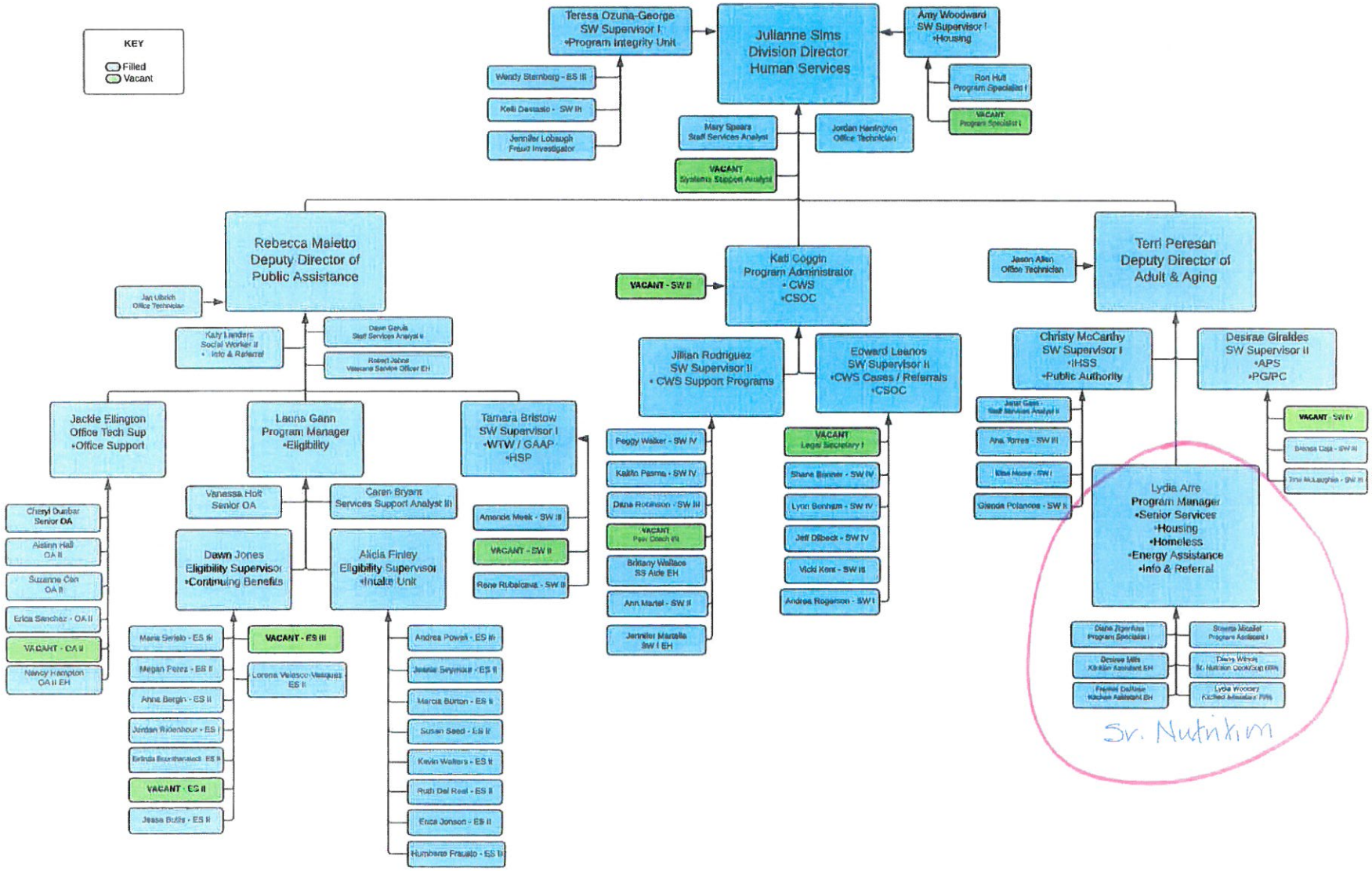
Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisors District I, Chair	
Date Executed: March 15th, 2022	Executed in the County of: Mariposa

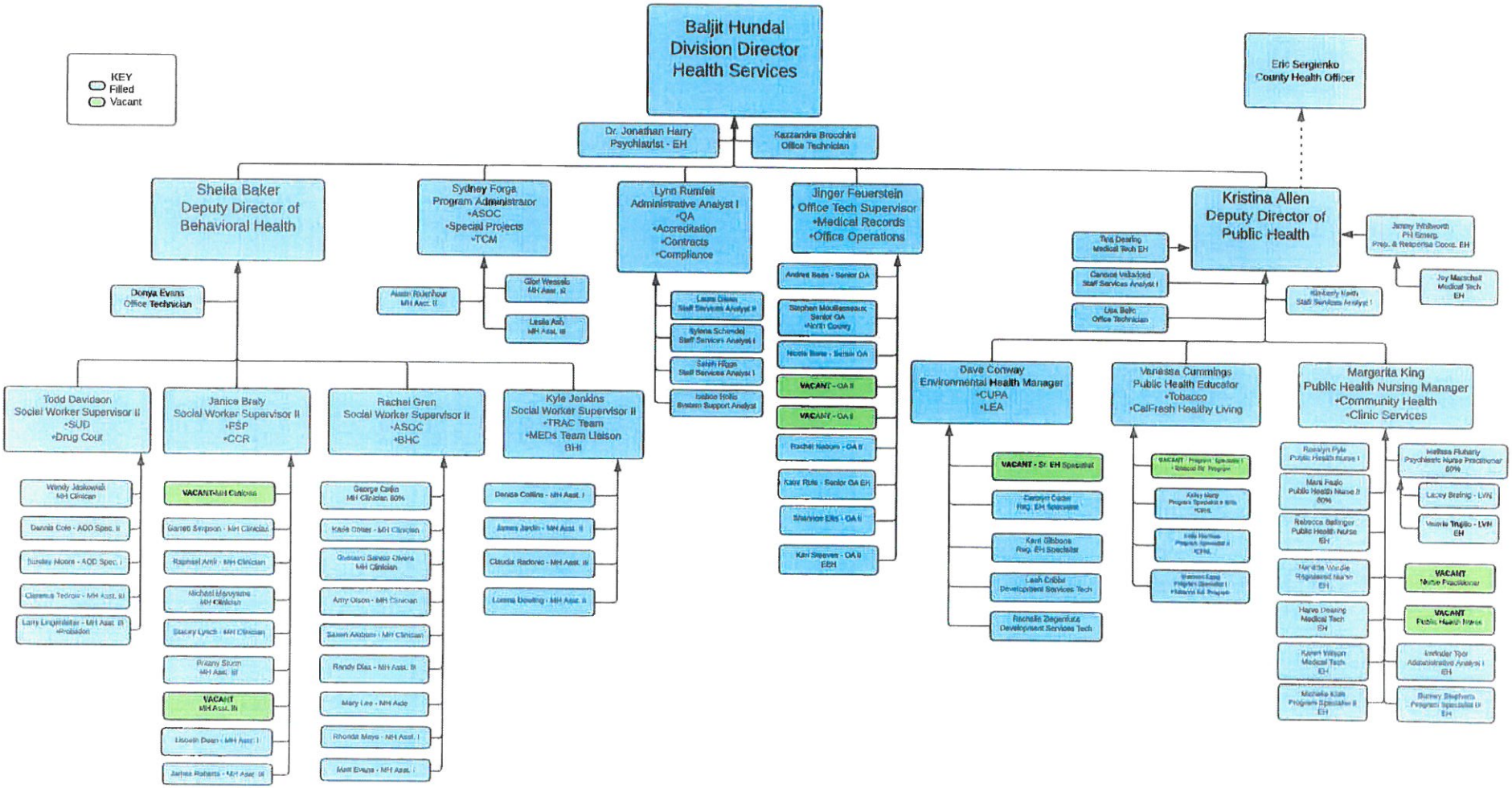
APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment K

Mariposa County
Health Human Services Agency
Organizational Chart FY 2021-22


KEY
Filled
Vacant
Julianne Sims
Division Director
Human Services
Teresa Ozuna-George
SW Supervisor I
•Program Integrity Unit
Wendy Sternberg - ES III
Kelli Destasio - SW III
Jennifer Lobaugh
Fraud Investigator
Amy Woodward
SW Supervisor I
•Housing
Ron Hull
Program Specialist I
VACANT
Program Specialist I
Mary Spears
Staff Services Analyst
Jordan Harrington
Office Technician
VACANT
Systems Support Analyst
Rebecca Maletto
Deputy Director of
Public Assistance
Jan Ulbrich
Office Technician
Kaity Landers
Social Worker II
• Info & Referral
Dawn Gerula
Staff Services Analyst II
Robert Johns
Veterans Service Officer EH
Jackie Ellington
Office Tech Sup
•Office Support
Cheryl Dunbar
Senior OA
Alisinn Hall
OA II
Suzanne Cen
OA II
Erica Sanchez - OA II
VACANT - OA II
Nancy Hampton
OA II EH
Laona Gann
Program Manager
•Eligibility
Vanessa Holt
Senior OA
Caren Bryant
Services Support Analyst III
Dawn Jones
Eligibility Supervisor
•Continuing Benefits
Alicia Finley
Eligibility Supervisor
•Intake Unit
Maria Serisio - ES III
Megan Perez - ES II
Anna Bergin - ES II
Jordan Ridenhour - ES I
Belinda Bourtharaack - ES II
VACANT - ES II
Jessa Bubb - ES II
VACANT - ES III
Lorena Velasco-Vasquez
ES II
Andrea Powell - ES III
Jessie Seymour - ES II
Marcia Burton - ES II
Susan Seed - ES II
Kevin Walters - ES II
Ruth Del Real - ES II
Erica Jonson - ES II
Humberto Frausto - ES II
Tamara Bristow
SW Supervisor I
•WTW / GAAP
•HSP
Amanda Meek - SW III
VACANT - SW II
Rene Rubalcava - SW II
VACANT - SW II
Kati Coggin
Program Administrator
• CWS
•CSOC
Jillian Rodriguez
SW Supervisor II
• CWS Support Programs
Edward Leanos
SW Supervisor II
•CWS Cases / Referrals
•CSOC
Peggy Walker - SW IV
Kaitlin Parma - SW IV
Dana Robinson - SW III
VACANT
Peer Coach PR
Brittany Wallace
SS Aide EH
Ann Martel - SW II
Jennifer Martella
SW I EH
VACANT
Legal Secretary I
Shana Brenner - SW IV
Lynn Benham - SW IV
Jeff Dilbeck - SW IV
Vicki Kent - SW III
Andrea Rogerson - SW I
Jason Allen
Office Technician
Terri Peresan
Deputy Director of
Adult & Aging
Christy McCarthy
SW Supervisor I
•IHSS
•Public Authority
Desirae Giraldes
SW Supervisor II
•APS
•PG/PC
Janet Gass
Staff Services Analyst II
Ana Torres - SW III
Kim Hesse - SW I
Glenda Polanco - SW II
VACANT - SW IV
Brenda Lopa - SW III
Tina McLaughlin - SW III
Lydia Arre
Program Manager
•Senior Services
•Housing
•Homeless
•Energy Assistance
•Info & Referral
Diane Rijenbos
Program Specialist I
Shawna Mitchell
Program Assistant I
Desiree Mills
Kitchen Assistant EH
Diana Wines
Sr. Nutrition Cook/Supervisor FPN
Yesenia DeRose
Kitchen Assistant EH
Lydia Woodard
Kitchen Assistant FPN
Sr. Nutrition


KEY
Filled
Vacant
Baljit Hundal
Division Director
Health Services
Dr. Jonathan Harry
Psychiatrist - EH
Kazzandra Brocchini
Office Technician
Eric Sergienko
County Health Officer
Sheila Baker
Deputy Director of
Behavioral Health
Donya Evans
Office Technician
Sydney Forga
Program Administrator
•ASOC
•Special Projects
•TCM
Alexis Rubenhour
MH Asst. II
Glori Wessels
MH Asst. III
Leslie Ash
MH Asst. III
Lynn Rumfelt
Administrative Analyst I
•QA
•Accreditation
•Contracts
•Compliance
Laura Dixon
Staff Services Analyst II
Sylvia Schendel
Staff Services Analyst I
Sahih Hiraa
Staff Services Analyst I
Isabee Hollis
System Support Analyst
Jinger Feuerstein
Office Tech Supervisor
•Medical Records
•Office Operations
Andrea Bass - Senior OA
Stephen Mouttenaux
Senior OA
•Nurse Coney
Nicole Bone - Senior OA
VACANT - OA II
VACANT - OA II
Rachel Nelson - OA II
Kami Rule - Senior OA EH
Shannon Ellis - OA II
Kari Stevens - OA II
EBH
Kristina Allen
Deputy Director of
Public Health
Tina Dearing
Medical Tech EH
Candace Valladolid
Staff Services Analyst I
Lisa Bellc
Office Technician
Kimberly Keith
Staff Services Analyst I
Jeremy Whitworth
PH Emerg.
Prep. & Response Coord. EH
Joy Marschall
Medical Tech
EH
Todd Davidson
Social Worker Supervisor II
•SUD
•Drug Court
Janice Braly
Social Worker Supervisor II
•FSP
•CCR
Rachel Gren
Social Worker Supervisor II
•ASOC
•BHC
Kyle Jenkins
Social Worker Supervisor II
•TRAC Team
•MEDs Team Liaison
BHI
Wendy Jaskowiak
MH Clinician
Dennis Cole - AOD Spec. II
Sunday Moore - AOD Spec. I
Clarence Tedrow - MH Asst. III
Larry Lingenfelter - MH Asst. III
•Probation
VACANT-MH Clinician
Garrett Simpson - MH Clinician
Raphael Amir - MH Clinician
Michael Manyisane
MH Clinician
Stacey Lynch - MH Clinician
Brittany Sturm
MH Asst. III
VACANT
MH Asst. III
Lisseth Dean - MH Asst. I
James Roberts - MH Asst. III
George Carlin
MH Clinician 80%
Kasie Gibler - MH Clinician
Guisseni Salazar Olvera
MH Clinician
Amy Olson - MH Clinician
Steven Addams - MH Clinician
Randy Diaz - MH Asst. III
Mary Lee - MH Aide
Rhonda Mays - MH Asst. I
Matt Evans - MH Asst. I
Denise Collins - MH Asst. I
James Jardin - MH Asst. II
Claudia Radonic - MH Asst. III
Lorena Dowling - MH Asst. II
Dave Conway
Environmental Health Manager
•CUPA
•LEA
VACANT - Sr. EH Specialist
Carolyn Cedar
Reg. EH Specialist
Kerri Gibbons
Reg. EH Specialist
Leah Cribbs
Development Services Tech
Rachelle Degenhuts
Development Services Tech
Vanessa Cummings
Public Health Educator
•Tobacco
•CalFresh Healthy Living
Margarita King
Public Health Nursing Manager
•Community Health
•Clinic Services
Melissa Flaherty
Psychiatric Nurse Practitioner
80%
Lacey Breting - LVN
Melanie Trujillo - LVN
EH
VACANT
Nurse Practitioner
VACANT
Public Health Nurse
Mani Paulo
Public Health Nurse II
80%
Rebecca Bellinger
Public Health Nurse
EH
Harvo Dearing
Medical Tech
EH
Karen Wilson
Medical Tech
EH

Attachment L

Proposed Personnel Funding Chart

Title	C-1 Congregate Meals Program	C-2 Home Del. Meals Program	IIIB-Transportation	Other Services	Total FTE
Program Manager	32.5%	17.5%	5.0%	45%	100%
Program Specialist I	45.03%	30.03%	19.91%	10.03%	100%
Program Assistant II	45.00%	34.0%	10.0%	11.0%	100%
Cook/Site Supervisor	67.92%	32.08%	0	0	100%
Kitchen Assistant	67.92%	32.08%	0	0	100%
Kitchen Assistant/Ex-Help	67.92%	32.08%	0	0	100%
Transit System Bus Driver	0	0	50%	50%	100%
Driver	0	0	50%	50%	100%

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MERIT SYSTEM SERVICES

Date Established: 01/22/76
Date Revised: 01/07/03

PROGRAM MANAGER

PROGRAM MANAGER I (Merit System Services' Title)

CLASSIFICATION DEFINITION

Under direction, the Program Manager I plans, organizes, and directs employment, eligibility, and/or social services units or programs in a local public social services department or agency. Some positions may have additional responsibility for administrative services units.

A Program Manager I differs from the Program Manager II in that the latter typically has responsibility for the total eligibility, total employment or total social services program in a department where the organizational structure requires two or more subordinate levels of supervision. A Program Manager I serves in a second level managerial capacity to provide management and supervision of various units and/or programs.

SUPERVISION EXERCISED AND RECEIVED

Incumbents in the Program Manager I classification receive supervision from a deputy director, director, or other higher-level management. The Program Manager I provides direct supervision to program supervisors in the assigned program areas, and other staff as assigned.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Manages and administers assigned units and/or programs.
- Selects, trains, evaluates and disciplines subordinate staff.
- Serves as a resource for interpretation of Federal and State laws affecting the assigned program.
- Assists in the development of policies and procedures; reviews and assures proper procedures are in place and followed.
- Performs analysis and prepares detailed written reports of findings pertaining to the quality and efficiency of services provided within the assigned program.
- Maintains current awareness of changes in laws and regulations and keeps subordinate staff informed.
- Provides professional and technical consultation on complex program matters.
- Assists and participates in the development of in-service training and staff development programs.
- Assists in preparation of budget information related to assigned programs.

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- Represents the department at community organizations, public gatherings and meetings.
- Enters and retrieves information from an automated computer system
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Employment, eligibility, social services, and other public social services programs.
- Principles and practices of supervision and management, employee development and public relations.
- Public funding and budget preparation.
- Community needs and resources.

Ability to:

- Plan, organize, and direct the work of others.
- Interpret rules and regulations.
- Analyze situations accurately and adopt an effective course of action.
- Speak and write effectively.
- Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- Work effectively with county board of supervisors.
- Establish goals and objectives.

MINIMUM QUALIFICATIONS (Education and/or Experience)

EITHER

One (1) year of experience performing duties comparable to a Social Worker Supervisor I or II, Eligibility Supervisor, Employment & Training Worker Supervisor or Staff Services Manager I or II;

OR

A graduate degree in public administration or business administration or a Master's Degree in Social Work or a master's degree from a two year counseling program **AND** One (1) year of experience in employment, eligibility, or social service work in a public social service agency.

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DRIVER LICENSE REQUIREMENT:

Possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Adopted: 7/05 (B/S 05-363)

Revision Date: 02/06(B/S Res. 06-73)

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County of Mariposa

PROGRAM SPECIALIST I/II/III

DEFINITION

The Program Specialist is a technical specialist level series in the Health and Human Services Agency (Agency) receiving immediate supervision from professional staff members as assigned. Incumbents perform complex, technical and specialized program support duties that require use of judgement and initiative and ability to act independently. Positions require specialized knowledge and skills that are not learned in a short period of time and are a higher level than those required of a journey level clerical/administrative support worker.

DISTINGUISHING CHARACTERISTICS

The Program Specialist is a flexibly staffed class series. Positions allocated at the I/II levels are typically filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority provided the following criteria are met: 1) the minimum qualifications and time-in grade requirements, 2) demonstration of the ability to independently perform the full scope of the assigned duties.

Advancement from the II level to the III is flexible; however, only a limited number of positions are allocated to the III level since these positions are responsible for the most difficult and complex programmatic analysis of Agency-wide policy procedure review; may lead a number of subordinate staff or oversee project groups

Program Specialist I

This is the entry level class in the Program Specialist series. Incumbents in this level usually perform most of the duties required of the position of the Program Specialist II level, but are not expected to function with the same amount of program knowledge or skill level. This class is distinguished from the higher levels in the series by the performance of the more routine tasks and duties assigned to positions within the series. Incumbents at this level are not expected to perform with the same independence or direction and judgment on matters allocated to the journey level. Incumbents work under immediate supervision while learning job tasks.

Program Specialist II

This is the experienced, journey level class in the Program Specialist series. This level is distinguished from the Program Specialist I by the assignment of the full range of duties. Incumbents at this level are expected to work independently and to only receive occasional instruction as new or unusual situations arise. Incumbents are fully aware of the operating procedures and policies depending upon the specialty area in which assigned. This class is distinguished from the next higher class of Program Specialist III in that the latter performs the most difficult, complex, or sensitive program activities which require a higher level of skill and knowledge.

Program Specialist III

This is the advanced journey and highly specialized class in the Program Specialist series. This level is responsible for performing the most difficult, complex, and specialized duties for the

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preponderance of the time. Incumbents at this level are highly experienced and capable of handling the most difficult situations across one or more of the programs in which assigned. This class is distinguished from the Program Manager in that the latter typically has responsibility for supervision of subordinates and oversight of programs.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned higher level staff member.

Program Specialist I/II exercises no direct supervision.

Program Specialist III may provide lead direction over staff assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Program Specialist I/II:
Provide information, referrals and basic case management services to clients for programs within the guidelines of the program.

Perform specialized technical program support which requires knowledge of detailed activities related to the assigned area of specialty.

Determine program eligibility for community members for a variety of Health or Human Service related programs.

Plan and implement programs throughout the Agency.

Update policies and procedures to meet new program mandates and regulations.

Market programs to the community including creating marketing flyers, posts to the website, social media sites and writing media releases.

Independently provide a variety of older adult services such as meals, transportation and other social services programs for various targeted groups.

Perform specialized clerical duties in support of the operations and activities of assigned area.

Develop educational and awareness programs to meet the needs of the community and in accordance with funding guidelines.

Performs public outreach and education by coordinating and implementing community awareness programs through education and promotion of program services.

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Provide assistance with fiscal operations of the Agency, including but not limited to collecting and recording various fees, fines or other monies, preparing deposits, assisting with budget preparation and monitoring and preparing financial reports as required.

Assists with the preparation of grant proposals and management of grant obligations.

Tabulate program data and complete reports for management, funders and regulatory authorities.

Represent the Agency at community organizations, public gatherings and meetings.

Answer telephones and greet visitors; provide information and referrals.

Receive and process customer requests for services and log/track activities.

Communicate and coordinate with other County personnel to access other resources as needed.

Perform related duties as assigned.

Program Specialist III: (in addition the above)
Handle the most complex and difficult assignments in areas of assigned specialty requiring the highest degree of skill.

Participate in the development and implementation of assigned program's mission, goals, and objectives; establish operational processes and procedures to effectively meet the program's goals and the client's needs.

Review and evaluate operations and activities of assigned area; recommend improvements and modifications as necessary; maintain a variety of records and documentation and prepare reports on program operations and activities periodically and upon request.

Manage volunteers, including volunteer screening, training and records maintenance.

Lead worker over subordinate staff.

EMPLOYMENT STANDARDS

Knowledge of:

Program Specialist I/II:
Pertinent federal, state, and local rules, regulations and laws.

Modern office procedures, methods and applicable computer hardware/software.

Principles and practices of research, analysis and management.

Community resources, organizations, and population demographics.

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Correct English usage, including grammar, punctuation and spelling.

Basic business mathematics.

Use of automated information systems.

General knowledge of reviewing scope of work documents.

Program Specialist III: (in addition to the above)
Principles and practices of designated professional discipline with specific knowledge and expertise of assigned program areas.

Advanced research and report preparation techniques and methods.

Budgeting procedures and techniques.

Lead, train and evaluate assigned personnel.

Ability to:
Program Specialist I/II
Work independently under general guidelines, take initiative and make decisions as required.

Assemble, organize and present in written or oral form, administrative, financial, factual, and other information derived from a variety of sources.

Conduct outreach and education programs.

Maintain confidentiality standards.

Analyze problems accurately and develop an effective course of action.

Interpret and apply County policies, procedures, rules and regulations.

Communicate clearly and concisely, both orally and in writing.

Work with various cultural and ethnic groups in a respectful and effective manner.

Establish and maintain effective working relationships with those contacted in the course of work.

Recognize and respect authority and responsibility limits.

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Program Specialist III: (in addition to the above)
Manage advanced and complex projects related to the development and implementation of new policies and procedures.

Provide professional and technical assistance on complex program issues.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel object, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience:

Program Specialist I
One year of experience performing duties equivalent to a Program Assistant II for Mariposa County. Social, health or human services program experience is highly desirable.

Program Specialist II
EITHER: Two years of full-time experience as Program Specialist I with Mariposa County **OR** three years of experience in a private or public agency providing services within the field of social, health or human services.

Program Specialist III
EITHER: Two years of full-time experience as a Program Specialist II with Mariposa County **OR** four years of experience in a private or public agency providing services within the field of social, health or human services.

Education:

Program Specialist I, II, and III
An Associate's degree or completion of equivalent credit units from an accredited college or university is required preferably in behavioral science, business administration, social work, humanities, public administration, social science, career counseling, vocational development or a related field.

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Substitution:
Program Specialist I
A Bachelor's degree from an accredited college or university preferably in the above fields of study may be substituted for the one year of experience and Associate's degree.

Program Specialist I, II, and III
Additional qualifying experience may be substituted for the Associate's degree on a year-for-year basis.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstance, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three month by signing an acknowledgement form.

Must have the ability to pass the California State Department of Justice fingerprinting clearance.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 9/19 (B/S 19-521)

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County of Mariposa

PROGRAM ASSISTANT I/II

DEFINITION

Under supervision, the Program Assistant I/II performs responsible project and program work at the clerical/administrative support level which includes interpreting and applying department and division policy and procedures and performing related work as assigned. May provide lead direction to other staff and/or direction to volunteers.

DISTINGUISHING CHARACTERISTICS

This is a clerical/administrative support classification that provides support to specific programs and projects as assigned. This classification differs from the Office Assistant class series in that the latter has a larger focus on administrative support duties whereas the Program Assistant I/II's main emphasis is on specific program support duties. The difference is on the preponderance of responsibility areas. If a position provides mostly general office and administrative support duties, then the Office Assistant class series is the proper class allocation, even if the position handles some program support duties. On the other hand, if the preponderance of the duties is related to support of specific programs with some general office/administrative support duties, then the proper classification is Program Assistant I/II.

The Program Assistant I/II is a flexibly-staffed class series. Positions allocated to the I/II level are normally filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority, provided that the incumbent meets the minimum qualifications and demonstrates the ability to independently perform the full scope of the assigned duties.

Incumbents in the Program Assistant I level usually perform most of the duties required of the position at the Program Assistant II level, but are not expected to function with the same amount of program knowledge or skill level. Assignments are limited in scope and are performed within a framework of established procedures.

The Program Assistant II is the journey level classification in the Program Assistant series. Incumbents are expected to complete assignments with minimal supervision and are given increased responsibility and latitude of judgment to complete assignments. The Program Assistant II works with greater independence of action. This class exercises lead direction over other staff.

The Program Assistant II differs from the Program Assistant I in that the latter classification is the entry level and incumbents receive close supervision.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from a department head, management staff, or assigned supervisory staff.

Depending on assignment, may exercise lead direction over other staff as assigned.

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EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Assists staff and management in coordinating programs, including identifying program needs, setting priorities, suggesting methods, and evaluating existing programs.

Assists in planning and implementing programs and plan of work.

Assists in marketing programs including creating marketing flyers, posts to web site, social media sites, and writing media releases.

Provides a variety of older adult services such as meal, transportation, and other social services programs for other targeted groups.

Performs the more specialized and moderately complex clerical duties in support of the operations and activities of assigned office.

Performs public outreach by coordinating and implementing community awareness programs through education and promotion of program services.

Provides assistance with fiscal operations of the division/department, including but not limited to collecting and recording various fees, fines or other monies, preparing deposits, assisting with budget preparation and monitoring, and preparing financial reports as required.

Supports staff with program support including entering data for reporting purposes.

Assists with handling volunteers, including volunteer screening, training, and records maintenance.

Assists with coordinating various programs and events.

Answers telephone and greets office visitors, providing information, distributing reference education bulletins, directing/transferring calls to appropriate department or individual, and taking messages in the absence of staff.

Receives and processes customer requests for service and logs/tracks activities.

Communicates with other County personnel and other resources as requested.

Performs related duties as assigned.

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EMPLOYMENT STANDARDS

***Note**: The level and scope of the knowledge, skills, and abilities listed in this section are related to the job duties as defined under Distinguishing Characteristics.*

Knowledge of:
Pertinent federal, state, and local laws, codes, ordinances, and regulations.

Basic principles, methods, and practices of administration and accounting/fiscal processing.

Modern office practices and technology including recordkeeping and filing systems, receptionist/telephone techniques, customer service standards and protocols, business correspondence writing, and the use of computer and common software packages.

Methods of preparing and processing various records, reports, forms, and other documents related to assigned department/program.

Basic accounting and bookkeeping principles and practices.

Basic principles and procedures of project/program management.

Basic public relations, media relations, and mass communication skills.

Community resources, organizations, and population demographics.

Basic research and report preparation techniques and methods.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:
Communicate effectively and tactfully, both orally and in writing.

Provide varied, complex and often confidential office administrative support to assigned managerial staff.

Assist in the coordination of specific programs and/or projects as assigned.

Interpret and make routine decisions in accordance with appropriate regulations and policies.

Exercise initiative and independent judgement within established guidelines.

Understand and carry out a variety of complex directions in an independent manner.

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Perform accounting functions accurately and within established County and industry standards.

Research and compile a variety of general and specialized data and prepare effective and complete required program reports.

Maintain a variety of files and recordkeeping systems.

Organize work, set priorities, and meet critical deadlines.

Facilitate meetings and coordinate public events.

Coordinate and oversee the work of volunteers.

Establish and maintain effective work relationships with those contacted in the course of the work.

TYPICAL WORKING CONDITIONS

Depending upon assignment, work may be performed in a normal office environment. Some assignments may require field work where the incumbent drives on surface streets and highways and may be exposed to traffic and construction hazards, fire hazards, adverse weather conditions, temperature and noise extremes, wetness, fumes, dust, and vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties and/or field work; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audiovisual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience:

Program Assistant I

Three years of increasingly responsible clerical/administrative support experience, or two years as an Office Assistant II in Mariposa County. Social, health, or human services program experience is highly desirable.

Program Assistant II

One year as a Program Assistant I or three years in a private or public agency providing services in the implementation of programs.

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Education:
High school diploma or GED equivalent, preferably including classes in office or program management, bookkeeping/accounting, and related subjects.

ADDITIONAL REQUIREMENTS:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 01/16 (B/S Res. 16-21)
Revised: 09/16 (B/S Res. 16-487)

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County of Mariposa

SENIOR NUTRITION COOK / SITE SUPERVISOR

DEFINITION

To prepare daily congregate and home-delivered meals for senior citizens; to procure and store foods and supplies according to policies and regulations; to coordinate and supervise the work of kitchen employees and volunteers; to maintain related records and prepare required reports; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Services Director.

Exercises general supervision over the Kitchen Assistant and volunteers.

EXAMPLES OF ESSENTIAL FUNCTIONS

Coordinates and supervises daily meal preparation, service and delivery to senior citizens.

Trains, supervises and reviews the work of kitchen employees and volunteers; provides advice and assistance as needed.

Estimates quantities of food and supplies required for daily and weekly use; adjusts food orders and menus to accommodate allocated budget; orders raw foods and supplies from vendors; maintains accurate inventory of foods and supplies.

Prepares nutritious meals to be served to seniors at the congregate meal site.

Prepares and packages meals for home delivery to seniors, and ensures meals are delivered in a timely manner.

Ensures all menu changes meet established requirements.

Monitors and ensures that all food safety handling procedures are followed by staff and volunteers.

Monitors and maintains logs for freezer and refrigerator temperatures.

Supervises and participates in cleaning and sanitizing kitchen facilities and equipment and in washing dishes.

Prepares and submits records and reports as required.

EMPLOYMENT STANDARDS

Knowledge of:

Basic nutritional needs.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Procedures, methods, techniques and equipment used in large-quantity food preparation and service.

Principles of sanitation, health and safety practices.

Principles and procedures of record keeping.

Basic principles of supervision and training.

Basic arithmetic.

Safe work practices used in food preparation and service.

Ability to:
Plan, organize and supervise the preparation of large amounts of food.

Train and supervise kitchen employees and volunteers.

Ensure an adequate supply of foods and supplies to meet daily demand.

Safely operate kitchen equipment.

Maintain accurate and complete records.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

TYPICAL WORKING CONDITIONS

Work is performed in a food service environment. Incumbent may be exposed to fire hazards, electrical currents, temperature and noise extremes, fumes, microwaves, chemicals, skin irritants, hands in water, sharp kitchen tools and utensils, bacteria.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in a food service environment. Requires the ability to sit at desk for short periods of time and almost constantly walk, stand, stoop, kneel, crouch, and reach while performing kitchen work; lift and/or move objects and materials of up to 40 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and kitchen equipment. Must be able to use a telephone to communicate verbally.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

MINIMUM QUALIFICATIONS

Experience:
Two years of commercial restaurant / kitchen cooking experience.

Education:
High school diploma or GED equivalent.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Possession of a valid CPR / First Aid certificate.

Possession of a Safe Food Handling certificate.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06(B/S Res. 06-73)

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

County of Mariposa

KITCHEN ASSISTANT

DEFINITION

To assist in the daily preparation of congregate and home-delivered meals, in the packaging of home-delivered meals, and in the general cleaning of the kitchen, kitchen utensils and dining area; to perform duties of the Senior Nutrition Cook / Site Supervisor as required in his/her absence; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Senior Nutrition Cook / Site Supervisor.

Exercises lead direction over volunteers as assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Assists the Senior Nutrition Cook / Site Supervisor in the preparation of nutritious meals for service on-site and for home delivery.

Serves meals to senior citizens and others.

Assists in the packaging of meals for home delivery.

Ensures the cleanliness of the kitchen and dining area throughout the day and at each day's end; washes utensils.

Provides training and leadership of volunteers; ensures volunteers follow policies, procedures and safety standards.

Assists Site Supervisor in ordering necessary foods and supplies, stocking foods and supplies, and maintaining accurate inventory records.

May perform the duties of the Site Supervisor in his/her absence.

Maintains accurate logs and records as required; answers the telephone.

EMPLOYMENT STANDARDS

Knowledge of:

Procedures, methods, techniques and equipment used in large-quantity food preparation and service.

Principles of food service sanitation, health and safety practices.

Record keeping methods.

Basic principles of training and leadership.

Basic arithmetic.

Ability to:

Assist in the preparation of food for a large number of people.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Efficiently and thoroughly clean kitchen, dining area and utensils.

Learn the basic functions and responsibilities of the Senior Nutrition Cook / Site Supervisor.

Train and provide leadership of kitchen volunteers as assigned; establish and maintain cooperative working relationships with those contacted in the course of work.

Safely operate kitchen equipment.

Maintain accurate and complete records.

TYPICAL WORKING CONDITIONS

Work is performed in a food service environment. Incumbent may be exposed to fire hazards, electrical currents, temperature and noise extremes, fumes, microwaves, chemicals, skin irritants, hands in water, sharp kitchen tools and utensils, bacteria.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in a food service environment. Requires the ability to sit at desk for short periods of time and almost constantly walk, stand, stoop, kneel, crouch, and reach while performing kitchen work; lift and/or move objects and materials of up to 40 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and kitchen equipment. Must be able to use a telephone to communicate verbally.

MINIMUM QUALIFICATIONS

Experience:
Some experience cooking and/or working in commercial restaurants / kitchens is desirable.

Education:
High school diploma or GED equivalent.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Possession of, or the ability to obtain within three months of employment, a valid CPR / First Aid certificate.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06(B/S Res. 06-73)

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

TRANSIT SYSTEM BUS DRIVER

DEFINITION

To drive and operate a transportation system vehicle safely and efficiently in the transport of senior citizens, disabled individuals and the general public; to assist passengers in and out of the vehicle safely; to maintain records and reports of trip information as required; and to perform other related departmental duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the department head, management staff, or assigned supervisory staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Operates a transportation system vehicle using established routes and schedules; picks up and discharges passengers at designated stops; modifies routes as directed based on passenger cancellations, transfers, add-ons, no-shows, or other changing service needs.

Provides safe, courteous and efficient transportation services for senior citizens, disabled individuals and the general public to and/or from their residences or other settings to a variety of additional designated locations.

Takes appropriate steps to ensure the safety of passengers with severe physical, psychological or developmental difficulties while in vehicle; aids in securing individuals with varying physical and psychological abilities safely in their seat with seatbelt restraints ensuring safe transportation while in motion.

Assists passengers safely on and off the vehicle; assists passengers in carrying packages, and possessions as necessary.

May operate wheelchair lift device when necessary to board and disembark passengers; may be required to accompany passengers on lift ensuring passenger safety while boarding and disembarking; ensures that all wheelchair brakes are locked while lift is in motion, positioning wheelchairs within vehicle and securing them inside the vehicle with the proper safety restraints.

Ensures all ambulatory devises are safely secured and/or stowed while on board transportation vehicle at all times.

Collects fares from passengers and maintains related records.

Maintains order of passengers while en route; resolves disputes and documents severe incidents and/or disciplinary cases.

Administers First Aid and CPR as necessary.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Conducts daily vehicle safety and maintenance inspections; records and reports all deficiencies needing repair; delivers and picks up vehicle to / from maintenance shop; fuels vehicle and maintains the cleanliness of vehicle exterior and interior.

Maintains a variety of records, logs and reports as required.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

California State Motor Vehicle Code as it relates to the operation of vehicles for transporting passengers.

Streets, highways and landmarks in the County and related areas.

Safe driving practices.

First Aid and CPR practices and procedures.

Proper operation of a wheelchair lift ramp and procedures for safely securing power wheelchairs, scooters, manual wheelchairs, and other ambulatory devices within vehicles for transportation.

Basic record-keeping techniques.

Basic arithmetic and cash-handling skills.

Ability to:

Understand, interpret and apply pertinent federal, state and local laws, rules and regulation, and County / departmental policies and procedures as they apply.

Understand and apply transportation system policies and procedures.

Understand the special requirements associated with the transport of senior and disabled citizens.

Exercise sound judgment and extreme caution while operating a transport vehicle.

Safely and properly operate lift-equipped vehicles and specialized equipment / devices.

Safe and proper installation of vehicle tire chains during inclement weather as necessary to ensure safe transit.

Recognize and report malfunctions and safety hazards in transportation vehicles and equipment.

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Operate a two-way radio, use computer systems effectively, generate transportation schedules, answer telephones, retrieve messages from answering systems, and take messages when necessary.

Understand and carry out oral and written instructions with minimal supervision.

Maintain valid California certification for the operation of the vehicles that may be assigned.

Read and interpret maps; Access maps utilizing a computer or other appropriate electronic devices.

Remain calm in emergency situations.

Communicate clearly and concisely, in both oral and written form.

Understand and execute written and oral instructions.

Provide professional and courteous customer service to passengers and the general public at all times.

Establish and maintain effective working relationships with those contacted in the performance of assigned departmental duties.

Maintain records, reports, and logs related to vehicle maintenance and the transportation of passengers.

Participate and pass all DOT drug/alcohol testing requirements and be subject to the County DMV pull program.

TYPICAL WORKING CONDITIONS

Incumbent drives and operates transportation passenger vehicles on surface streets. Worker may be exposed to traffic hazards, air contaminants, adverse weather conditions, varying temperature and noise extremes, wetness, humidity, fumes, dusts, odors, pathogens, vibration, and violence.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility and stamina to drive vehicles for extended periods of time. Requires the ability to sit, walk, stand, climb, balance, stoop, kneel, push, crawl, crouch, twist, and reach while performing work; lift and/or move up to 50 pounds frequently and up to 100 pounds occasionally; assist individuals with varying physical and psychological abilities in and out of a vehicle; secure individuals with varying physical and psychological abilities safely in their seat with seatbelt restraints, perform grasping and fine manipulation, handle, feel or operate objects, tools and controls. Daily duties require visual acuity, sound perception and discrimination, and oral communications capability.

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MINIMUM QUALIFICATIONS

Experience:
Two years of experience driving and operating a bus, transit van or other commercial passenger vehicle
OR
At at least six months experience driving and operating a school bus.

Education:
High school diploma or GED equivalent.

Additional Requirements:
Possession of a valid Class B California driver's license with a Passenger Endorsement.
OR
Possession of a valid Class B California driver's license with a School Pupil Activity Bus (SPAB) Certification.

A valid CPR and First-Aid Certificate

A safe driving record.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06 (B/S Res. 06-73); 11/15 (B/S Res. 15-551)

Attachment: (1) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

MARIPOSA COUNTY
invites applications for the position of:

Driver

SALARY: $2,921.65 - $3,551.36 Monthly

OPENING DATE: 08/12/21

CLOSING DATE: 08/26/21 05:00 PM

DESCRIPTION:

DEFINITION
To safely operate a County vehicle to drive authorized clients to and from scheduled medical and other program-related appointments; to ensure the assigned vehicle is in safe operating condition; to maintain records and reports of trip information as required; and to perform other related departmental duties and responsibilities as required.

This job class is responsible for ensuring the safety of clients at all times during trips. Clients may come from diverse backgrounds, including senior citizens and persons with disabilities. This position requires compassion, patience, and tolerance.

SUPERVISION RECEIVED AND EXERCISED
Receives direction from assigned supervisory staff.

EXAMPLES OF DUTIES:

ESSENTIAL FUNCTIONS
Drives a County vehicle to transport clients safely in accordance with authorized, pre-approved schedules, both within and outside of the County.

Provides safe, courteous and efficient transportation for clients. This may include, but is not limited to: transporting clients; assisting clients in and out of the vehicle; and escorting clients to appointments, as necessary.

Maintains accurate record keeping of trip information and vehicle mileage logs. Prepares reports of driving hazards, accidents and/or passenger incidents.

Maintains current required licenses and certificates.

Cleans vehicle interior and exterior as needed to ensure it is in safe operating condition.

Performs other related duties similar to the above in scope and function, as required.

TYPICAL WORKING CONDITIONS
Incumbent drives and operates County vehicles while transporting clients. Worker may be exposed to traffic hazards, air contaminants, adverse weather conditions, varying temperature and noise extremes, wetness, humidity, fumes, dusts, odors, pathogens, and vibration.

TYPICAL PHYSICAL REQUIREMENTS
Requires the ability to drive vehicles for extended periods of time, as well as the ability to sit, walk, stand, climb, balance, stoop, kneel, push, crawl, crouch, twist, and reach while performing

Attachment: (2) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

work. Daily duties require visual acuity, sound perception and discrimination, and oral communications capability.

MINIMUM QUALIFICATIONS:

MINIMUM QUALIFICATIONS
Experience:
Qualified work experience in driving and dealing directly with people.

Education:Graduation from high school or equivalent.

ADDITIONAL REQUIREMENTS:
Possession of a valid and appropriate California Driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

A safe driving record. ***A copy of your DMV driving record must be attached to your application.***

A valid CPR and first aid certificate, or the ability to obtain one within 30 days of hire. **If you have a valid CPR and First Aid Certificate, please attach it to your application when applying.**

SUPPLEMENTAL INFORMATION:

EMPLOYMENT STANDARDS
Knowledge of:
The California State Motor Vehicle code, as it relates to the operation of vehicles used in transporting passengers.

Safe driving practices.

CPR and first aid techniques.

Ability to:
Operate a two-way radio.
Read and interpret a map or navigation app.
Remain calm in emergency situations.

Understand and follow both oral and written instructions independently.
Exercise good judgment and extreme caution while operating a transportation vehicle.

Maintain records and logs related to vehicle maintenance and the transportation of passengers.
Exhibit compassion, patience, and tolerance.

Attachment: (2) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Mariposa County is an Equal Opportunity Employer. Women, minorities and disabled are encouraged to apply.

- For positions requiring a high school diploma Mariposa County will also accept a state-issued equivalent.
- All positions subject to Mariposa County's Nepotism Policy viewable at www.mariposacounty.org under the Human Resources/Risk Management Department.

It is important for your application to demonstrate all of your relevant experience and education. All questions must be completed with a written answer or N/A. If left blank, the application will be considered incomplete.

A resume may be attached but will not substitute for a Mariposa County Application. Failure to submit a completed application, supplemental questionnaire and/or other required documentation will eliminate you from the recruitment process.

Reasonable Accommodations for Individuals with Disabilities - The County of Mariposa makes reasonable accommodations for the individual with disabilities including an obligation to ensure that only the essential duties of the position are required to be performed. Individuals with disabilities requiring any accommodations, in order to participate in the testing process, must inform the Mariposa County Human Resources Office. Also, those applicants needing such accommodations should document this request including an explanation as to the type and extent of accommodations needed to participate in the selection process and/or perform the duties of the job for which they have applied.

VETERAN'S PREFERENCE POLICY

Veterans of the Armed Forces of the United States who have received an honorable discharge or general under honorable conditions discharge shall be given preferences in initial appointment to County service. Such preference shall apply only to the first appointment to any County position. The preference shall be implemented as follows:

- Where examinations are scored, the preference shall be five (5) additional points if the applicant, without the preference, obtains a passing score on all portions of the examination process.
- In cases where examinations are not scored, the preference shall consist of advancing the applicant one full ranking if the applicant, without the preference, obtains a passing ranking on all minimum qualifications during the examination process.

Persons claiming eligibility for Veteran's Preference must attach a copy of Form DD214 to the job application.

To comply with the 1986 Immigration Reform and Control Act, Mariposa County verifies that all new employees are either U.S. Citizens or aliens authorized to work in the U.S.

APPLICATIONS MAY BE FILED ONLINE AT:
http://www.mariposacounty.org

Position #16-00591
DRIVER
JA

P.O. Box 1917
4988 11th Street, Suite B
Mariposa, CA 95338
209-742-1379

dwass@mariposacounty.org

Driver Supplemental Questionnaire

* 1. Please describe in detail any training and experience that you have in transit activities as it relates to dealing with the general public and in particular, the elderly and handicapped.

* 2. Please describe your knowledge of streets, roads and highways in Mariposa County and related areas.

* 3. Please describe your knowledge of and experience with performing required vehicle safety and maintenance requirements.

* 4. Please describe any other training and/or experience you have that you think may qualify you for this position.

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* 5. One of the requirements for this position is possession of a high school diploma, GED or equivalent. Do you have a high school diploma, GED or equivalent?

❑ Yes ❑ No

* 6. One of the requirements of this position is a safe driving record. A copy of your DMV driving record must be attached to your application. Did you attach a copy of your DMV driving record?

❑ Yes ❑ No

* 7. One of the requirements of this position is possession of a valid CPR and first-aid certificate, or the ability to obtain them within 30 days of your date of hire. If you possess these certifications, did you attach copies to your application? If not applicable, mark "No."

❑ Yes ❑ No

* Required Question

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GOVERNING BOARD INFORMATION

Board Members Name & Address	Occupation	Compensation
Rosemarie Smallcombe 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 rsmallcombe@mariposacounty.org	Chair District I Supervisor County of Mariposa	$53,650.25
Thomas Sweeney 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 tsweeney@mariposacounty.org	District II Supervisor County of Mariposa	$53,650.25
Marshall Long 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 mlong@mariposacounty.org	District III Supervisor County of Mariposa	$53,650.25
Wayne Forsythe 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 wforsythe@mariposacounty.org	District IV Supervisor County of Mariposa	$53,650.25
Miles Menetrey 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 mmenetrey@mariposacounty.org	Vice Chair District V Supervisor County of Mariposa	$53,650.25

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Attachment O

Agency Bylaws

The County of Mariposa is a general law county and the government structure is determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County. The Department of Community Services is governed by the Mariposa County Board of Supervisors, representing five county districts and as such, there are no Agency Bylaws.

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MARIPOSA COUNTY

RECRUITMENT/SELECTION POLICY AND DEPARTMENTAL SELECTION GUIDELINES

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MARIPOSA COUNTY

RECRUITMENT/SELECTION POLICY

Attachment: (2) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

RECRUITMENT/SELECTION POLICY

RECRUITMENT

The Human Resources Department will be responsible for directing and evaluating the recruitment and testing to fill all County positions, including but not limited to regular/full-time and extra-help positions, with current delegation of the hands-on test administration given to the departments. When a vacancy occurs, the department head/designee submits a request that Human Resources begins the recruitment process. Examinations may consist of the completed Mariposa County application, any and all supplemental applications, a rated evaluation of training and experience (T&E), performance tests, written tests, oral appraisal boards, reference checks, or any combination of these. All tests are designed to be job related and to aid in the selection of the best qualified applicants. All appointments are based on merit without reference to actual or perceived age, ancestry, color, religious creed, disability (mental or physical), marital status, medical condition, genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, sexual orientation, or other basis protected by law. The eligibility list of all candidates who passed the employment tests or were placed in alphabetical order without any employment testing will be certified to the department head/designee for interview, from which an appointment will be made to the position available.

The candidates' applications together with any supplemental questionnaires, shall be provided to the department head/designee with the certification list. The department will handle all confidential candidate information with the utmost care, sharing the information on an as-needed-only basis. The certification list will be provided to the department head/designee. The department head/designee shall conduct a hiring interview with at least three, but preferably five, candidates from the list and who wish an interview, assuming that the list contains at least five candidates. Candidates shall be considered for interview in rank order. If the candidates have not been ranked by Human Resources, in order to select which candidates from the eligibility list to invite to the hiring interview, the department will be responsible for ranking the candidates using an objective selection process such as a T and E rating. If the candidates have been ranked by Human Resources, then another process besides the hiring interview is not necessary as the candidates will already be ranked and placed on a list in rank order.

If fewer than five qualified and interested candidates remain on this list subsequent to completion of all interviews, the department need not make a selection from this list, but may request that Human Resources open a new recruitment.

RECRUITMENT OUTREACH

When a new position is created, or a present position becomes vacant and is not filled by a qualified County employee as a transfer, the County policy is to use announcement

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advertising, and any other method of publicizing employment opportunities so that the greatest possible number of applicants may be recruited.

Recruitment sources may include, but are not limited to:

1) Local and/or multi-regional newspapers.

2) Various online sources.

3) Specialized public sector recruitment publications, including trade journals for certain professional positions, online and/or in hard copy.

4) Electronic distribution of job announcements to county and state human resources offices.

5) Distribution of job announcements to community, ethnic and women's groups and organizations, preferably in electronic format.

6) Electronic distribution of job announcements to county and state agencies and departments having similar job classifications.

APPLICATIONS

All application materials shall be available online or in the Human Resources Office with the ability to apply electronically. Hard copy applications for employment are to be submitted to the Human Resources Office on the County's official electronic or hard copy application form.

SCREENING

At times, recruitment may result in a large number of applicants who meet the minimum qualifications. When such circumstances arise, the County may limit the number of applicants or candidates to advance through the examination process by screening the applications to the most qualified candidates based on such considerations as the following:

1) Length, type, and level of work experience related to the position;

2) Applicability of past work experience to meet the County's needs or requirements; and

3) Type, degree, and recency of job preparation for prescribed responsibilities, to include certificates, technical training or course work, and educational achievements.

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JOB ANNOUNCEMENTS

All County job opportunities will be announced both electronically on the County's website and by posting on the County's weekly job bulletin. Job announcements may include:

1) Job Title;

2) Current Salary Range;

3) Filing Period (where and when);

4) Description of Position;

5) Job Requirements;

6) Selection Process;

7) Special Requirements (if any);

8) A statement that no appointment will be made prior to passing a pre-employment physical, if required, and proof of citizenship or right-to-work certification; and

9) A statement that the County is an equal opportunity employer.

INTERNAL PROMOTION/DEMOTION

It is the policy of Mariposa County to allow department heads the discretion to promote qualified, regular employees to a higher or lower classification level within the department when such a vacancy occurs. A voluntary demotion may be enacted to fill a vacancy at the request of a qualified employee seeking such a demotion. Prior to such promotion or demotion, a currently dated County employment application form must be completed and submitted to Human Resources for certification of the employee's minimum qualifications. A demotion, as authorized by this section, includes any classification to which the employee meets minimum qualifications, including appointment as an extra-help, hourly employee. An employee who promotes to a higher classification will have a new anniversary date, which is the promotion date, and his/her salary will be adjusted to a step in the new range that gives him/her at least a five percent (5%) increase over his/her current salary. An employee who transfers to a different position with the same salary range will maintain his/her anniversary date and salary.

RECRUITING/HIRING FROM WITHIN THE COUNTY

When a vacancy occurs and a recruitment is conducted, County employees are encouraged to apply. Job announcements published by Human Resources are updated

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weekly and are posted on the County's website. It is up to each employee to stay abreast of openings by regularly visiting the website or job bulletin. Job announcements describing the position shall also be available in the Human Resources Office. Further, special recruitments open to permanent County employees only shall be announced by electronic communication from Human Resources sent to all departments for posting. Hard copies shall be posted in each department for viewing by all employees. Job interest cards may be completed online at the County's website at any time.

All applicants, including current County employees, must comply with any announced recruitment deadlines. Applications received after the final filing date of any advertised/posted recruitment will not be accepted.

APPOINTMENT OF CURRENT EXTRA-HELP EMPLOYEES TO FILL AN EXISTING VACANCY WITHIN A DEPARTMENT TO WHICH THEY ARE CURRENTLY ASSIGNED

Extra-help employee(s) may be employed where there is a temporary need for help within a department. The Board of Supervisors must approve an appropriation for extra-help in a departmental budget. An extra-help employee must meet the minimum qualifications of the position he or she is to fill and is limited to a total of eight hundred and sixty (860) hours of work in any one fiscal year. An employee may extend his/her hours of employment to a total of nine hundred and ninety-nine hours of employment during any one fiscal year with the prior written approval of the Human Resources Director.

If a department head has been unable to fill an existing vacancy by transfer or promotion, in lieu of requesting a new recruitment from Human Resources, the department head shall have the option to appoint a qualified extra-help employee who is currently working in a like capacity within the department to the vacant position without additional interviews, with the approval of Human Resources.

NOTIFICATION TO ALL CANDIDATES

Each applicant for a position will be notified as to the status of his/her application at each stage of the process.

Each applicant passing all parts of the examination shall be notified by Human Resources of her/his final rank on the eligibility list.

Any applicant who fails any part of the examination or the total examination shall be notified.

Establishing Eligibility Lists: After each examination, Human Resources shall prepare an eligibility list of persons with passing scores. The names of each such person shall be placed on the eligibility list in rank order based on his/her final test score, starting with the

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highest score. The names of all persons with the same (tied) score will be placed in the same rank.

DEPARTMENTAL/HIRING INTERVIEW

After appropriate screening and/or testing of applicants has been completed by Human Resources, a selection/hiring interview by the department shall be held to interview qualified candidates. If an unranked, alphabetical list is established by Human Resources, the candidates must be ranked through a departmental screening and evaluation process in advance of the hiring interview.

Uniform oral interview questions will be used. Other non-biased evaluation procedures also may be used. All files shall be handled by the department with strict, need-to-know-only confidentiality.

The successful candidate and all applicants who participate in the interview process will be notified of the results in writing by the department. (Detailed information related to the department's role is provided in the "Departmental Hiring Guidelines" section, below.)

STANDARDS AND QUALIFICATIONS FOR EMPLOYMENT

Applicants for employment will be required to meet such reasonable standards of education and experience, knowledge, skills and abilities as are prescribed in the classification specification, and which will ensure that the candidates are reasonably well qualified to successfully perform the duties of the positions for which they seek employment. The evaluation of a candidate's suitability for the job is determined by the examinations conducted during the selection process, and once hired, by evaluation of the employee's performance during the one-year probationary period.

It is Mariposa County's policy to provide reasonable accommodation for qualified individuals with disabilities, or those who must report for military service, who are employees or applicants for employment.

All applicants must meet the minimum qualifications and standards for county officers prescribed by the State Legislature or as prescribed in the official Mariposa County classification specification.

References and criminal checks, pre-employment physicals, and completion of new hire paperwork will be handled at the departmental level.

RECORDS RETENTION

Records of applicants and interview work sheets will be retained by Human Resources for a period of not less than two (2) years.

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TEMPORARY APPOINTMENTS (EMERGENCY HIRES)

1) Temporary appointments are limited to a maximum of 320 hours (40 working days) per position during a period not to exceed six consecutive months.

2) Temporary appointments shall first be made from suitable eligibility lists. The acceptance or refusal to accept such employment on the part of persons on the eligibility list shall not be a bar to such individuals' appointment to a regular position from such eligibility list. In the absence of suitable eligibility lists, or if there are not at least five candidates on the eligibility list interested in the temporary assignment, extra help appointments may be made of other qualified persons.

3) To appoint a temporary employee other than from an eligibility list, a copy of the application for employment shall be submitted to Human Resources for prior approval before a job offer is made. Temporary employees are not eligible for consideration to extra help or permanent full-time positions unless the temporary employees appear on the appropriate certified eligibility list. If a department head foresees an ongoing requirement, he/she must request an immediate recruitment to establish an eligibility list from which an appropriate appointment may be made to fill the vacancy.

4) Pre-employment medical examinations, except for positions requiring strenuous physical activity, may be waived for all temporary assignments with the recommendation of the department head and the approval of the Human Resources Director.

5) No time served under a temporary appointment shall contribute towards acquiring probationary or permanent status, nor shall temporary employees be entitled to other rights extended to regular County employees appointed to budgeted positions.

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MARIPOSA COUNTY

DEPARTMENTAL SELECTION GUIDELINES

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DEPARTMENTAL SELECTION GUIDELINES

INTRODUCTION

Purpose and Policy

Selecting individuals for employment with the County is one of the most important functions that a manager or supervisor will perform. The long-term success of the County is predicated on a workforce of highly skilled, motivated people whose behavior exemplifies the stated values of the organization.

The purpose of this section of the Guidelines is to ensure that the County has sound and valid selection procedures in place that are fair, consistent, and job-related. It also ensures that managers and supervisors will have the tools necessary to participate effectively in the employee selection process, and to make good hiring decisions. To facilitate that goal, these Guidelines include:

- Operational definitions of important procedures and terminology;
- Philosophies as they apply to the selection process; and
- Specific guidelines applicable to each aspect of the process.

The decisions managers and supervisors make today in hiring staff are key in achieving our mission in the years to come. There isn't a more important decision you will make than to hire quality people. It is important to know and apply the tools to make those decisions, and take the time to do it properly.

These Guidelines provide information that is derived from best practices in the human resources and selection fields. While the information provided within complements and is consistent with the County's Recruitment/Selection Policy, these Guidelines are written as more of a practical guide in order to operationalize the policies and practices provided in the Recruitment/Selection Policy into actual procedures. Therefore, it is recommended that the Recruitment/Selection Policy be used for exact policies and direction when making important recruitment and selection decisions.

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RECRUITMENT AND SELECTION PROCESSES

The hiring process consists of two procedures: Recruitment and Selection. The Recruitment activities center around developing a plan, announcing an opening, advertising the opening, and overall outreach to attract qualified applicants. Both Human Resources and the departments have a role in this process. The Selection portion of the process involves all the activities related to testing, interviewing, and selecting a new employee. In some cases, most of these activities will be handled by the departments, including the testing phase. In other cases, Human Resources will conduct the testing and will provide the ranked list to the departments to conduct the hiring interviews.

Overall recruitment strategies should be reviewed regularly for a number of reasons: techniques that worked in a period of high unemployment may not be appropriate when unemployment is low. Over time, the applicant pool for a given occupation may change. Working with Human Resources, recruitment patterns should be reviewed by making comparisons both with past recruitment efforts and with current labor force statistics. Once specific recruitment problems are identified, a plan can be formulated to address these problems.

In preparation for a new recruitment, work with Human Resources by asking the following questions:

- Was there a good response to the recruitment in the past?
- Did the applicants possess the specific skills required?
- Is there a high turnover in this classification, and if so, is it due to inappropriate placement of applicants?
- Has there been traditional underutilization of certain groups in this field of work, i.e. lack of women in the trades?

Recruitment Process: Working with Human Resources

Whether a specific recruitment will be mostly handled by Human Resources or the hiring department, it is important that both departments work closely together to ensure the best, most effective and well-run process possible. This is accomplished by:

- Reviewing past recruitment efforts to determine extent of outreach and advertising required (see bullet points above).
- Determining if recruitment should be open or promotional. If there are a sufficient number of internal candidates for one vacancy who most likely will meet the minimum qualifications, then the recruitment can be conducted on a promotional/internal basis. Otherwise, the recruitment should be opened up to the public.

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- Determining the length of the recruitment period (from date the announcement is posted to the deadline for filing of applications). For recruitments where a large applicant pool is anticipated, a two-week period is sufficient. For difficult-to-recruit jobs, recruitment periods can be open anywhere from three weeks to "open until filled."
- Conducting a task and knowledge, skills, and abilities (KSAs) review to ensure that the job description is up to date and to determine the most important KSAs to focus on when developing selection tools such as the oral interview test questions and rating criteria.
- Determining the selection process (supplemental questionnaire/Training & Experience Rating {T&E}, written test, structured oral interview test, performance test, and/or other selection procedures) and which party (Human Resources or the department) will be responsible for this step.
- Developing the job announcement that includes information about the position, the application filing deadline, the minimum qualifications, the hiring process, and the monthly salary. The benefits information is outlined on the announcement. Human Resources will take the lead on this step.
- Writing and placing ads. For all jobs, the typical minimal advertising placement of the job opportunity on the County's website (through NeoGov) and the job bulletin is required. Departments typically take the lead on this step and pay for the advertising.

Selection Process Development

In the case where Human Resources provides the department with a list of unranked candidates, this step in the process is conducted by the department. This selection process development can be segregated into four general stages:

- Selection and use of the Subject Matter Experts;
- Development of the Selection Tool (based upon an assessment of the important tasks and KSAs required to be successful on the job); some recruitments do not include a Selection Tool, and the eligibility list is forwarded to the department in alphabetical order;
- Administration of Tests (T&E ratings, written tests, oral panels, etc.) if there are any; and
- Evaluation of Test Results and Ranking on List in test score/rank order.

Subject Matter Experts

A Subject Matter Expert (SME) is a job expert in a subject matter or occupational area for which the test is being developed. The SME can either be a seasoned employee in the same classification or can work in a classification at one level or higher than the classification being tested.

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The SME will assist by performing the following tasks:

- Determining test structure and components;
- Reviewing and verifying job content information and important KSAs for job performance;
- Developing supplemental application questions and rating guidelines, when applicable;
- Screening the applications or conducting T&E ratings in the department;
- Maintaining test security regarding the entire test process;
- Identifying potential oral panel members, raters, and proctors, if needed; and
- Participating in a test appeal process.

Test/Selection Tool Development

Test development is intended to identify those candidates who will be successful on the job by determining the most appropriate testing tool. The type of test used is usually based on the type of position and the skills needed for the job. Each position should be reviewed, but here are some general guidelines.

Tests can be:

- T&E Rating – An examination process ranking candidates based on a pre-determined formula to evaluate education, training, and/or experience using the candidate's responses from a supplemental questionnaire;
- Written Examination – An examination process (booklet examination) consisting of multiple choice and/or true-false questions that include specific technical knowledge and job-related issues;
- Structured Oral Interview – An examination process conducted in an interview setting. A panel of two to three members examines and rates applicants on prepared, structured questions or situations in an occupational area (NOTE: This is the test panel that determines candidate placement on the eligibility list. It is not the final, department hiring interview);
- Performance Rating – An examination process consisting of one or more work sample situations or "stations" where the candidates perform simulated or actual job tasks; and/or
- A combination of any of the above.

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The type of test is usually based on the type of position and the skills needed for the job. Each position should be reviewed, but here are some general guidelines:

Manager	Structured Oral Interview and/or T&E Rating
Supervisory/Technical	Structured Oral Interview, T&E Rating, and/or Written Examination
Maintenance	Performance Rating, T&E Rating, and/or Structured Oral Interview
Clerical	Written Examination, T&E Rating, Structured Oral Interview, and/or Performance Rating (computer/software skills, typing, etc.)

Rating or Interview Panel – Test Administration

The Rating Panel assesses and ranks each candidate's qualifications for the position based upon specific job-related criteria by reviewing applications and completed supplemental questionnaires received during the application filing period or at a later point in time. The Interview Panel conducts the in-person structured oral interviews. Each panel member should be familiar with the requirements of the job. Typically, a panel consists of two to three members: one or more persons familiar with the job requirements of the classification. Sometimes a Human Resources representative may serve on the panel.

Panels:

- May be scheduled for one-half day to a couple of days, depending upon the number of qualified applications received; and
- Use structured guidelines and interview questions to review and rate applications and supplemental applications and/or responses to oral questions.

Test Results and List Creation

Applicants who meet minimum qualifications and successfully complete the screening and assessment process will be ranked on a list according to the score they received in the screening or assessment process, with the highest score receiving the highest rank (1), the second-highest score receiving the next highest rank (2), and so on. As long as they are viable, the County's eligibility lists are good for two years.

While the County has a "rule of the list," which means anyone from the list may be considered for the next step, the County requires that at least three, but preferably five, candidates from the list will be invited to the hiring interview. It is a good practice that typically produces the best results to use the candidate's test score as a guideline in determining who to invite to the hiring interview (see next section covers hiring interviews). If the selection process has been developed as outlined in this section, then the final score and list ranking will reflect how well the candidates will ultimately perform on the job.

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DEPARTMENTAL HIRING INTERVIEWS

Once the list or candidate ranking is finalized, a critical step in the employee selection process is the final hiring interview process conducted at the departmental level. The hiring interview provides department heads, managers, and supervisors with an opportunity to ask detailed questions that may reveal a candidate's work-related strengths, weaknesses, behavioral traits, and organizational fit.

The interview's success will be directly proportional to the preparedness of the interviewer. The more prepared the interviewer, the more comfortable the process, the less time will be wasted, and better will be the chances for selecting the best candidate.

Candidates Eligible for Interview

Candidates will be ranked in order of the score received from the testing process, either by Human Resources or the department. All of the candidates on the list provided by Human Resources are eligible for consideration for hire. The hiring authority and/or his/her designee may review the applications of the candidates on the list for consideration of a final hiring interview. While there is no hard and fast rule about how many candidates should be invited to a hiring interview, it is strongly encouraged that at least three, but preferably five, candidates be interviewed for each vacancy, and that candidate ranking be used to determine who to invite to the departmental hiring interview. It is highly preferable that candidates be invited to interview in rank order.

Contacting the Candidate

The basic key points to mention when contacting a candidate for a hiring interview are:

- Describe the job;
- Date, time, and place of the hiring interview;
- Describe the interview process;
- Ask the candidate to bring copies of past performance reviews, references, and/or letters of recommendation, if desired;
- Provide a contact name and phone number; and
- Ask the candidate if he/she needs any reasonable accommodation to be interviewed.

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Additional Candidates

Additional candidates can be contacted if a candidate waives the hiring interview or job offer or if there are more vacancies than anticipated.

Hiring Interview Process

There are five stages in the hiring interview process:

1. Preliminary Set-Up;
2. Development of the Hiring Interview Questions;
3. Interviewing the Candidate;
4. Reviewing Notes; and
5. Reference Checks.

1. Preliminary Set-Up

The preliminary set-up includes four areas: room selection, hiring interview panel selection, and creation of panel packet and candidate information packet.

The room selected should be large enough to accommodate the interview panel and the interviewee, yet not so large as to make the interviewee feel overwhelmed. Since the process can be intimidating, it will be normal for the interviewee to feel warm and confined. Therefore, proper ventilation and a cooler-than-usual temperature may create a more comfortable atmosphere. Provide a water pitcher and cups.

The hiring interview panel would typically have two or three members: the manager and/or the position's supervisor, and one or two optional members. Appoint a "lead" interviewer to do introductions and general coordination.

Create an interview packet for each panel member. Items contained in a panel packet may include:

- interview schedule;
- job description;
- copies of hiring interview questions;
- copies of applications in sequential order; and/or
- pencils and paper.

Each candidate may be given a packet upon arrival for the interview. Each candidate information packet should include:

- a job description for the vacant position;
- a list of duties (expectations); and
- the names and titles of the panel members.

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- Conviction questionnaire.

The candidate should not be kept waiting for more than 5-10 minutes (just enough time to review the packet). Provide a comfortable place for candidates to wait. A staff member should be appointed to greet candidates outside the interview room, answer questions, and explain what will take place in the interview session.

2. Development of the Hiring Interview Questions

a) Gut Feelings

The majority of untrained interviewers rely on their intuition as a basis for making employee selections. They develop "gut feelings" in the first few minutes of the interview without having sufficient opportunity to gain enough information about the candidate's skills. Not only will this approach be difficult to document, but it is also prone to generate unreliable information, leading to poor selection decisions. In contrast, the behavioral-based interview process emphasizes the importance of providing evidence about the person's ability to do a job.

b) Hiring Interview Questions

Questions should be developed that allow the panel to view behavioral and technical traits and organizational fit. Interviewers should focus their attention on the behavioral-based interview process, which encourages interviewers to preplan their interviews by conducting a thorough review of job requirements, creating a series of interview questions, gaining behavioral examples in the interview, and rating the interviewee's skills. The fundamental concept is that behavioral examples (specific life/work-history events) provide information regarding the presence or absence of skills.

c) Rapport-Building Questions

A rapport-building question is one that puts the candidate at ease, and is typically asked during the initial stages of the interview. Possible topics include weather, the trip to the interview, a desire for water, etc. The rapport-building question is usually followed by anecdotal conversation on a friendly, conversational basis.

d) Warm-up Questions

Warm-up questions are designed to be "ice-breakers" and should follow the rapport-building questions. Warm-up questions may not provide information on which to base a hiring decision, since they are standard, anticipated questions. However, they encourage applicants to talk about themselves, especially for applicants who are not very expressive.

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e) Behavioral Examples

Through behavioral examples, interviewers discover facts about a person's history, and uses these facts as a basis for predicting whether the individual demonstrates skills important for a specific job. These questions are in an open-ended format. This approach is based on the axiom that "the best predictor of future behavior is past behavior." Although this statement is almost a truism in behavioral sciences, all interviewers should recognize that past behavior does not always predict future behavior. It is only the "best" predictor of future behavior. People may change and break out of their past behavior patterns.

f) Open-Ended Questions

An open-ended question is one that guides the interviewee to give an expanded, detailed answer. It is contrasted with a closed-ended question that can be answered by a simple "yes" or "no" response. Ideally, the interviewers will ask many open-ended questions to get the interviewee talking and relating behavioral examples. These types of questions will also allow the candidate to answer freely and select the type of information to be included in the answer. Typically, these questions begin with such phrases as "Would you tell me about..." or "I'm interested in learning about...." Be aware that some candidates' responses may become rambling, trivial, or bogged down in too much detail. The interviewers must be prepared to control the amount of time a candidate spends replying to this type of question.

g) Interview Cautions

i. Do not ask any questions regarding race, physical or mental disability, religious creed, sex, national origin or ancestry, age, marital status, medical condition, political beliefs or affiliations, or any question that can be construed as implying such discrimination. **All questions should be based on bona fide occupational qualifications.** This is true for anyone who is pregnant, has been convicted of a crime, or is disabled.

ii. The same interview questions should be asked of all candidates. This allows for consistent application of selection criteria and comparison of the candidates. However, it is appropriate to ask additional questions of an individual candidate in an effort to clarify information in resumes and applications, or in response to the candidate's answer to a question. As always, these questions should be pertinent to the essential skills and duties of the job being filled. Finally, be sure to obtain permission from all candidates to check their references of current and past employers. This is best done using the Waiver and Release forms found in the County's Reference Check Policy.

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iii. Don't ask personal questions – information regarding marital status, age, number of children, childcare arrangements, spouse's occupation, etc., are purposely omitted from the County employment application. Additionally, do not ask about sick leave balances or any question which may force an applicant to reveal the presence of a disability. This information should not be sought in the interview because it is not job-related, and could be discriminatory as a pre-employment inquiry.

However, in order to evaluate attendance, it is acceptable to ask if a person is able to meet an attendance standard (e.g., "We need someone here from 8:00 a.m. to 5:00 p.m., Monday through Friday. Can you meet this attendance requirement?"). For applicants with obvious disabilities, consider asking them to explain or demonstrate how they will be able to perform essential job functions, with or without an accommodation. However, if the known disability will not interfere with or prevent the performance of a job-related function, the employer can request a description or demonstration by the applicant *only* if it routinely makes such a request of *all* applicants in the same job category. Additionally, it is illegal to ask such applicants about treatment or prognosis.

If an applicant volunteers any of this type of information, DO NOT write it down or pursue it. Bring the topic back to job related information and move on.

iv. Avoiding common mistakes – Interviewers will often prepare questions that sound "good," but which have nothing to do with the job or performance. Avoid these. Also, it is imperative to balance questions between technical skills and performance skills. If not done, a one-sided view of the candidate will result.

3. Interviewing the Candidate

Once the questions have been developed, the candidate is now ready to be interviewed. It is important to consider the following techniques to conduct a productive interview.

a) Taking Notes

Studies show that when interviewers don't take notes, they remember and are influenced most by what happened at the beginning and end of the interview. Subtleties are lost; first and last impressions loom.

Taking notes doesn't have to be a burden. For privacy, use a clipboard and jot down key words and phrases that will jog one's memory later. Write down descriptions, not judgments, and facts, not opinions. If a candidate seems fidgety, write down "tapping fingers" or "swinging leg" instead of "candidate seems fidgety." Do not write notes to record any physical characteristics. Pictures of candidates should not be taken to

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assist the panel in remembering a particular candidate or for any other reason.

After interviewing all the candidates, the written record will be helpful in making a methodical comparison. Irrelevant details won't be misleading; patterns will become evident.

b) Allowing Silence

Silence can be uncomfortable for both the interviewer and interviewee. Still, it is important to allow silence at times to give the candidate time to think through an answer. The interviewer may want to comment on the silence, suggesting the candidate take time in answering, and use the time personally to write or clean up notes.

c) Controlling the Interview

It is often difficult to control the very talkative interviewee. When this person over-talks, digresses, or occupies time with casual conversation, the interviewer may not have sufficient opportunity to gain enough information about the candidate's skills. A well-prepared list of questions will move this interviewee to the next question. Using closed-ended questions may also bring the interview back into control. Remind the candidate that only a certain amount of time is available in which to answer all questions.

d) Finding Contrary Evidence

Contrary evidence is information that profiles both sides of the interviewee's skills. Although motivated to find as many positives as possible about his or her skill level, it is important for the interviewer to ask questions that will reveal mistakes, weaknesses, or problems in the past. This enables the interviewer to gain balance on strengths and weaknesses. When forming an overly negative opinion, look for opportunities to identify strengths.

e) Adjusting Time Allocated to Describing Job

Many managers make the mistake of wasting interview time by describing the job and the kind of person they are looking for. All that does is reveal to the candidate the answers one wants to hear. Save this discussion of the job for the end of the interview. By then it will be evident as to what the candidate's interests are, and which aspects of the job to stress. Five minutes of information tailored and adapted to a candidate's interest is far more persuasive than 25 minutes of mere facts. If an interviewer decides he/she is not interested in the candidate, this tactic will help save time because the interviewer can keep this portion of the interview brief.

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f) Being Aware of Traps Set by Applicants

Using the Word "We"

Applicants commonly, sometimes deceptively, overuse the word "we," as in "We planned and implemented such and such program," or "We succeeded in carrying out that assignment." Often this is a truthful statement: a group of people – not just the candidate – did the work. However, the interviewer is not concerned with hiring an entire group. The interviewer needs only to resolve whether or not to hire the candidate being interviewed.

When a candidate says "we" in a context that makes it hard to discern specifically what the candidate did, the interviewer can say:

> "I understand that you worked on this project with other people. However, I'm particularly interested in what you did on the project. So, please tell me specifically about your role."

Offering Generalities

Candidates may gloss over the specifics of what they did on a job or project, offering generalities, such as, "I succeeded in implementing the such and such program." This generality may not tell the whole story. For instance, how specifically did the candidate implement the program? And did the program achieve its goals?

To move candidates beyond generalities and into specifics, when an applicant gives a generality, follow up with open-ended probes:

> "Tell me specifically what you did."
>
> "Give me some examples of how you implemented the program."
>
> "Explain exactly how you managed to do that."
>
> "I'd like to hear about the results of the program in detail."

g) Adjusting Length of Interview

The length of the interview should correspond to the position level: the higher the position, the longer the interview. However, for any position, make sure enough time is allowed to ask all needed questions. Extra time spent during the interview process to identify qualifications and performance attributes is a wise investment.

There are many reasons why extended interviews can be helpful. Many applicants can "talk a good talk" and come across well for an hour. However, even a well-rehearsed candidate may not be able to sustain such a good show. In an interview, the candidate should be doing about 80 to 90 percent of the talking; after an hour, if she/he has not been totally truthful, she/he may start contradicting herself/himself or tripping over what she/he has said earlier.

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4. Reviewing Notes

Between candidates, take a few minutes to review and clarify your notes.

Once the panel is finished with the interviews, convene and discuss the candidates. Panel members should take time before this discussion to personally rank the candidates. This will help the panel members to independently consider each candidate and come to their own conclusions before discussing the candidates as a group. Upon meeting, the panel can discuss the candidates further and a tentative selection may be made.

5. Reference Checks

Human Resources will provide copies of each candidate's application/resume. It is important to have the candidates that you are seriously considering for a job offer review the County Reference Check Policy that contains necessary forms, such as the Waiver and Release form that should be completed and signed by the candidate prior to conducting any reference checks. (Note: obtain a copy of said policy from Human Resources for overall guidelines and forms.)

Do not just use the references that are provided by the candidate. Ask these contacts for some alternate references.[1] Also ask the applicant to account for any period of time omitted from the application. NOTE: If applicant states that the unaccounted period of time was due to illness, do not explore any further. Such an inquiry may be impermissible under ADA and HIPAA.

At least two (2) reference checks are strongly recommended on all tentatively selected candidates.

Hiring Guidelines

The following guidelines are helpful hints to consider in determining the best candidate to hire for your vacancy:

- **Verify past behavior**. A person's past behavior is a good indicator of future performance. Do everything possible in the interview and reference check process to obtain past behavior information.
- **Hire for attitude**. Positive attitude cannot be taught, whereas most skills and subject matter expertise can be.
- **Hire for long-term**. In general, hire a person that can expect to work with the County for at least 10 years, so hire for the long-term. Do not let short-term considerations unduly influence one's decision.

[1] Follow County Reference Check Policy regarding the Release and Waiver Form.

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- **Consider the short-term**. On the other hand, don't eliminate someone because it is believable that they won't stay long. A few years with a star performer is worth the time spent and the opportunity to change their career perspective.
- **Encourage diversity**. Be open to hiring those who look, dress, and talk differently than you. The County's overall work environment is enriched by people with varied backgrounds and cultures.
- **Use office values.** Office values should be a guide in the decision-making process. They detail those ideals most important to the office environment.
- **Settle only for the best**. If no candidate is suitable, do not settle on a lesser-qualified candidate. It is better to spend the time to pursue new applicants than to burden the office with a substandard performer. During this period, it may be possible to hire temporaries until a qualified candidate is found.
- **Conduct reference checks**. Do not hire any candidate without obtaining a positive reference. Always conduct reference checks, even for internal hires. Unless prohibited by an MOU, always review a current employee's personnel file.

Hiring Procedure

Once a candidate is selected, the manager calls and makes an offer contingent upon satisfactory completion of the medical examination if required, and other pre-employment requirements, including alcohol and drug testing. If the candidate accepts and no contingencies exist, the manager arranges for a medical exam through his/her department and sets a tentative start date. Some possible contingencies that may delay the start date are:

- Candidate requests a higher pay step than introductory; and/or
- Candidate cannot start as soon as requested due to current employment, planned vacation, etc.

Once the above exigencies are solved, a tentative start date can be determined.

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PROBATIONARY PERIOD

Final Step in Testing Process

The probationary period is the final step in the testing process. It should be treated as that and the new employee should be so informed. The probationary period is one year for new hires and six months for promotions or transfers. This time is used to train the new employee and to verify a fit between job and employee.

Regular Evaluations

During this period, the supervisor conducts formal employee performance evaluations on a regular basis, as a matter of policy. The probationary period is divided into two equal evaluation periods, one at six months and one at the end of probation, and an evaluation is conducted for each period.

Final Evaluation

The supervisor should have learned the employee's strengths and weaknesses prior to the final probationary evaluation, and the decision whether this employee will be permanent should now be clear. If it should take until the final evaluation period to make this determination, and the employee is a previous County employee that will be released, timing is critical for that employee in order to exercise his/her return rights.

As a general rule, a probationary employee may be released during the probationary period for any reason other than discrimination based on race, color, religious creed, sex, sexual orientation, national origin or ancestry, political beliefs or affiliations, age, or physical or mental disability, or any other basis protected by law.

Importance of Regular Meetings

Especially during the period prior to the first formal probationary evaluation, it is very important for the supervisor to meet regularly (preferably weekly) with the new employee to discuss strengths, weaknesses, and expectations. Even if only for 10 minutes, these meetings allow the employee to verify the things he/she is doing right and time to correct areas that need improvement. Weekly guidance is especially important for newly promoted personnel in supervisory/lead-worker type positions. Too often, employees who were great line workers are promoted to supervisory roles with little guidance. Their performance, and that of their staff, ultimately suffers needlessly without regular, targeted reviews and directions.

Out-of-Cycle Evaluations

Supervisors can perform evaluations earlier in a probationary evaluation period. This could occur if an employee's performance is obviously substandard, and/or

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the supervisor has significant concerns about the employee passing probation, and the supervisor wants to formally bring those concerns to the attention of the employee. A Performance Improvement Plan (PIP) may be necessary. The decision to conduct an out-of-cycle evaluation and/or to put an employee on a PIP should be discussed with Human Resources before proceeding.

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APPENDICES

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A. HIRING PROCEDURE CHECKLIST

Vacancy (upon termination, resignation, promotion, retirement)

- ❑ Complete and submit a Staff Requisition Form to Human Resources with appropriate approvals
- ❑ Develop selection process; review tasks and KSAs; determine type and elements of selection process; develop rating factors, questions, other selection tools; administer selection process.
- ❑ Obtain eligibility list and consider candidates for hiring interview
  If no list, request new recruitment
- ❑ Conduct Departmental Hiring Interviews
- ❑ Check references on prospective employee
  - ❑ Complete the Waiver and Release of Information form found in the County's Reference Check Policy
- ❑ Schedule pre-employment medical exam, finger printing, drug screen as required by the position.

Hire

- ❑ Notify Human Resources and the Auditor's offices regarding selected candidate
- ❑ Once pre-employment results are received and reference checks are completed and everything checks out well:
  - ❑ Provide actual start date (department)
  - ❑ Once hired, will have necessary forms completed by employee (done by Auditor for full-time/permanent part-time; by the department for extra-help)
- ❑ Upon hire but before employee start date, department prepares for new employee (use "New Employee Checklist")

Probationary Period

- ❑ Conduct timely employee evaluations at 6 months and then at end of the one-year probationary period (new hires)
- ❑ Discuss and review progress with employee on regular and needed basis

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B. NEW EMPLOYEE CHECKLIST – DEPARTMENT

EMPLOYEE INFORMATION

Name: Start date:

Position/Dept: Supervisor:

WELCOME

☐ Make the employee feel welcome.

- Place a "welcome" card on employee's desk
- Make yourself available most of the first day
- Plan to have lunch with the new employee and other staff
- Place a name marker at the work space even if it is just a paper one
- Have workplace cleaned and stocked with supplies

ADMINISTRATIVE PROCEDURES

☐ Review general administrative procedures.

- Office/desk/work station
- Keys
- Mail (incoming and outgoing)
- Shipping (FedEx, DHL, and UPS)
- Business cards
- Purchase requests
- Uniforms (ordering and cleaning)
- Telephones
- Building access codes
- Conference rooms
- Picture ID badges
- Expense reports
- Office supplies
- Staff meetings

INTRODUCTIONS AND TOURS

☐ Give introductions to department staff and key personnel during tour.

☐ If possible, assign a "buddy" employee to answer questions and be available (make sure the "buddy" demonstrates the behaviors you appreciate and the performance you expect, and who is reasonably available. He/she should be a good communicator and have a positive attitude).

☐ Acquaint new employee with departmental goals, polices, and unwritten rules or customs.

☐ Tour of facility, including:

- Restrooms
- Mail areas
- Copy areas
- Fax machines
- Bulletin board
- Parking
- Printers
- Office supplies
- Kitchen
- Coffee area/vending machines
- Break areas
- Emergency exits and supplies

POSITION INFORMATION

☐ Introductions to team.

☐ Review initial job assignments and training plans.

☐ Review job description and performance competencies, goals, and standards.

☐ Review job schedule and hours (if the employee is to be on an alternate work schedule, make sure they have completed the form).

☐ Review payroll timing (calendar), time clocks (if applicable), timesheets, time off, and overtime requests/forms.

COMPUTERS

☐ Hardware and software reviews, including:

- E-mail
- Intranet
- Microsoft Office System
- Data on shared drives
- Databases
- Internet

Signatures once this part of the orientation is complete (return to Human Resources):

Employee Signature Date

Departmental Signature Date

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C. COMMON INTERVIEW QUESTIONS

Typically, a wide variety of questions can be used to gain information about a candidate's job skills. Use these questions as a guide to help develop questions that target specific skill requirements.

Warm-up Questions

Warm-up questions are designed to be "ice-breakers." They should follow the "rapport-building" questions that lead the interview. Warm-up questions may not provide information on which to base a hiring decision since they are standard, anticipated questions. However, they encourage applicants to talk about themselves, especially for applicants who are not very expressive.

1. Tell me about your last job (or job most relevant to this job).
2. Describe a typical day at your last job.
3. What did you enjoy doing most (least) on your last job? Why?
4. If you could have changed one thing about your last job, what would you have suggested?
5. To what extent did you act independently?
6. What kind of decisions did you make?
7. Among the supervisors you have had, which one was the best? Why?
8. What are you most proud of doing during your working career to date? (Greatest accomplishment.)
9. What would be your ideal job?
10. What is your most difficult work-related situation?
11. What has been your greatest disappointment?
12. What has caused you the most frustration – when you just couldn't get the job done?
13. What is most appealing to you about this job?
14. Do you prefer to work alone or in a group? Why?
15. Do you prefer specific directions or non-specific assignments? Why?
16. What would your last boss say about your strengths? In what areas would he/she say you needed coaching?

Education: The following questions would be more meaningful to a recent graduate than to an applicant with five or more years of experience.

1. Tell me about what you did in school? What courses did you take?
2. What courses did you like best in school? What courses did you least like in school?
3. Which courses did you do well in? Which course did you not do well in?
4. What did you want to obtain from school? Did you get what you wanted?
5. Why did you decide on your particular major?
6. Have you taken any specialized training or courses since leaving school? What did you take?

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Performance Skill Questions

Typically, a wide variety of questions can be used to gain information about a candidate's job skills. Use these questions to develop questions that target a specific job's skill requirement.

Self Skills

1. Describe a time on any previous job when you were faced with problems or stresses that tested your coping skills. What did you do?
2. Tell me about a time when you were placed in a situation that posed an ethical dilemma. What did you do?
3. Tell me about a time when you had to take a position that went counter to a group. How did you manage?
4. Can you recall a time when you had to resolve a conflict at work with either a colleague or an employee? Tell me how you did it.
5. Tell me about a time when you were part of a group that didn't work well together. Tell me about the group and how you handled the situation.
6. Give me an example of when you could not participate in a discussion or could not finish a task because you did not have enough information.
7. Give me an example of when you had to be relatively quick in coming to a decision. Describe the situation and the decision you made.

Other Skills

8. Tell me about a time when you had to use verbal skills to get a point across that was important to you.
9. Tell me about a job experience when you had to speak up to be sure that others knew what you thought or felt?
10. Give me an example of when you built motivation in your co-workers or subordinates.
11. Give me an example of when you successfully communicated with another, even when that individual may not have personally liked you.
12. Describe a situation when you effectively "read" another person and guided your actions by your understanding of their personal needs or values.
13. Describe a time when it was necessary to modify or change your actions to respond to the needs of another person.
14. Give me an example of when you had to understand another person or situation to be effective in guiding your action or decision.
15. What did you do in your last job to contribute toward a team environment?

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16. Describe a situation when you positively influenced the actions of others in a desired direction.
17. Give me an example of when there was a miscommunication with one of your co-workers/subordinates/bosses. How did you solve the miscommunication?
18. Describe a time when you had a disagreement with someone you had to continue working with. How did you handle the disagreement or situation?
19. Describe your worst customer or coworker and explain how you handled him or her.
20. Tell me about a situation in the past year when you had to deal with a very upset customer or coworker.
21. Describe a situation in which others within your organization depended on you.
22. Describe your most recent group effort.

Environment Questions

23. Give me an example of a specific occasion when you conformed to a policy with which you did not agree.
24. Describe a situation when it was necessary to be very attentive to your environment.
25. Give me an example of when you had to use your fact-finding skills to solve a problem. Tell me how you analyzed the information to make a decision.
26. Give me an example of any job-related problem and explain how you solved it.
27. Have you worked in a situation with constant surprises or unexpected events? How did you handle them?

Task Skills

28. Give me an example of an important goal that you set in the past. Tell me about your success in reaching it.
29. Describe the most significant written document, report, or presentation that you completed.
30. Give me an example of when you had to go above and beyond the call of duty to get a job done.
31. How did you organize and plan your work in your previous job?
32. Describe the most creative work-related project you have completed.

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D. PERMITTED MEDICAL INTERVIEW QUESTIONS

ADA Title II, Section 102

LEGAL REQUIREMENTS:

a) A covered entity may not make inquiries as to whether an applicant is an individual with a disability, or as to the nature or severity of disabilities.

1. **It is illegal to ask interview questions which force a job candidate to reveal the presence of, or nature and severity of, a disability, as such inquiries could lead to discrimination in the hiring process.**

   a. **It is illegal to ask:**

      Sick leave balances from a current or former job

      Sick leave balances from a previous department or supervisor.

   b. **However, in order to evaluate attendance it is legal to ask:**

      If a person is able to meet an attendance standard (i.e., "We need someone here from 8:00 a.m. to 5:00 p.m., Monday through Friday. Can you meet this attendance requirement?").

      How an applicant can perform specific job functions, tasks, or duties (as long as questions are not phrased in terms of a disability).

2. **Applicants with obvious disabilities can be asked to explain or demonstrate how they will be able to perform essential job functions, with or without an accommodation.**

   a. It is illegal to ask such applicants about treatment or prognosis.

Disability-Related Inquiries During the Interview Process are inquiries/a series of inquiries that are likely to elicit information about a disability. Inquiries about the ability to perform job functions are not disability-related inquiries.

The following examples are inquiries which are not disability-related:

- Can you perform the functions of this job (essential and/or marginal), with or without reasonable accommodation?
- Please describe/demonstrate how you would perform these functions (essential and/or marginal).
- Can you meet the attendance requirements of this job? How many days of leave did you take last year?
- Do you illegally use drugs? Have you used illegal drugs in the last two years?
- Do you have the required licenses to perform this job?

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- How an applicant can perform specific job functions, tasks, or duties (as long as it is not phrased in terms of a disability).
- Applicants with obvious disabilities can be asked to explain or demonstrate how they will be able to perform essential job functions, with or without an accommodation.

The following examples are illegal disability-related inquiries:

- Do you have AIDS? Do you have asthma?
- Do you have a disability that would interfere with your ability to perform the job?
- How many days were you sick last year?
- Have you ever filed for workers' compensation?
- Have you ever been injured on the job?
- How much alcohol do you drink each week? Have you ever been treated for alcohol problems?
- Have you ever been treated for mental health problems?
- What prescription drugs are you currently taking?
- What are your sick leave balances from your current or previous job?
- How would you rate your sick leave balances? (High-medium-low, 1 to 10, etc.)
- Are you currently undergoing treatment for your cancer? What is your prognosis?

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MARIPOSA COUNTY
NEPOTISM POLICY
October, 2016

Purpose

The purpose of this policy is to establish the nepotism standard for the County of Mariposa. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; and prevent personal/family conflicts from affecting the workplace.

Policy/Procedure

It is an express finding of the County that the situation specified in this section, the employment of relatives as that term is defined herein, is contrary to appropriate County goals of safety and efficiency. The purpose of this section is to define those specific circumstances and to delineate the manner in which such employment issues will be addressed.

For purposes of this policy, "relative" means spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian, and/or significant other as defined herein, and/or any other individual related by blood or marriage living in the same household as the County employee.

An employee is defined as any person who receives a County payroll check for services, full or part time, rendered to the County of Mariposa.

Relatives of employees shall not be employed in the same department of such a relative at any time by the County as further proscribed below.

As of the effective date of this Policy, County employees who are related (as defined herein) shall not be affected in their current job status except when the County Administrative Officer or his/her designee determines that the circumstances of that employment raises an undue hardship upon the other employees within the particular work unit and that such continued employment is detrimental to the supervision, safety, security and/or morale of the particular work unit.

It is found by the County that a business purpose exists and dictates that a prohibition on employment of relatives within County departments is essential to safety and efficiency when such employment result in any of the following:

- A supervisor-subordinate relationship;
- The employees having job duties, which authorize performance of shared duties on the same or related work assignment;

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- Both employees being under the jurisdiction of the same immediate supervisor; or
- An adverse impact on supervision, safety, security and/or morale.

Relatives working together in the same unit, division, or work site may be waived by the Department Head or his/her designee. However, where the Department Head determines that waiver is appropriate, he or she must notify the Human Resources Director of his or her decision as soon as practicable.

The definition of work site means the same office, station, or sub-station. Those working different areas such as: East Area Roads, North County Roads, South County patrol, North County patrol will not be effected due these being different work sites.

Those who are related that are required to work the same work site may at the discretion of the Department Head or his/her designee will not supervise each other. However, under no circumstances, shall relatives, as defined by the Policy or employees in a dating or married relationship be in a direct chain of command with each other at any work site.

Effect of Post-Employment Marriage or Creation of Other "Relative" Status of County Employees

In determining rules and regulations governing the employment of County employees who become related, as defined herein, after commencement of County employment, the County is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same do authorize restrictions being placed upon married County employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, section 11057; Government Code section 12940(a) (3).)

Recognizing the principles stated above, the County determines that "marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a "spouse" is defined as a partner in marriage or domestic partner.

The County retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse where there is a potential for creating adverse impact on supervision, safety, security or morale.

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The County retains the right to refuse to place both spouses and other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

In order to implement these policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the Department will attempt to do any of the following: 1) redefine the job responsibilities of the related employees within the Department to minimize the conflict; or 2) if the redefinition of job status is not feasible, will attempt to transfer one spouse or other relative to a similarly classified position in another County department.

Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the County, the controlling factor in determining who is to be transferred shall be based on the operational efficiency of the County.

If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the County may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the County in the County of Mariposa may be discharged by the County Administrative Officer. Married or other related employees may continue to be employed within the same County department subject to approval by the Department Director and the County Administrative Officer or his/her designee. However, any such continuing employment is predicated upon both spouses or other similarly situated relative as defined in this Policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale.

It is the duty of all involved employees who are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists in which the involved employee may be in violation of this policy. The County reserves the right to reasonably investigate the situation and determine whether the employee has violated this policy.

Responsibility Assignments:

Human Resources Director:	*As assigned, responsible for coordinating the resolution of any concerns of nepotism.*
Department Directors:	*Responsible to ensure that appropriate hiring practices are upheld in their respective Department/Division.*

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County Administrative Officer:	*Responsible for implementing the policy and adjudication of instances of potential breach of this policy.*

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MARIPOSA COUNTY

GUIDELINES FOR REFERENCE CHECKS

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NOTICE TO ALL EMPLOYEES

POLICY ON RESPONDING TO REQUESTS FOR REFERENCE INFORMATION

To all Mariposa County employees:

Please take notice that Mariposa County has a comprehensive policy for responding to requests for reference information. Mariposa County expects all employees to be aware of and to strictly adhere to this policy. Mariposa County response policy for agencies that will only verify a former employee's dates of employment, position and other basic information is as follows:

1) Each and every request for reference information shall be referred to a first line supervisor or higher. If no supervisor is available, the request shall be referred to the Human Resources Department.

2) The supervisor or Director of the Human Resources Department shall ask the prospective employer to agree to receive and maintain all reference information in confidence. Information shall be provided only after the prospective employer agrees to this condition.

3) Before giving any response, the supervisor or Director of the Human Resources Department shall ensure that Mariposa County has received a written waiver signed by the applicant/former employee. The Human Resources Department shall maintain copies of all signed waivers.

4) Each and every response shall be provided in writing. The Human Resources Department shall maintain copies of all responses.

5) A supervisor shall draft a written response(s) and provide the draft response(s) to the Director of Human Resources for his/her review and approval. The reviewing official shall ensure that the reference information is supported by documentation, and is factually consistent with other reference responses.

6) To the extent possible, all Mariposa County employees who receive and respond to requests for reference information shall maintain the confidentiality of the reference information. The only individuals who should discuss and review the County's responses are those who draft and approve the reference information.

7) Any individual that violates this policy may be subject to discipline.

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ACKNOWLEDGMENT OF RECEIPT OF MARIPOSA COUNTY'S POLICY ON RESPONDING TO REFERENCE INFORMATION

I,_____[print employee's name], acknowledge receipt of Mariposa County's policy on responding to reference information. I understand and acknowledge that I am required to be aware of and adhere to the provisions in this policy. I further acknowledge that violation of this policy may result in discipline.

Employee signature: _____

Date: _____

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CONDUCTING AND RESPONDING TO REFERENCE CHECKS IN-HOUSE

A. CONDUCTING A REFERENCE CHECK/BACKGROUND INVESTIGATION

1. Purpose

The purpose of this policy is to ensure that Mariposa County ("the County"), through designated in-house background investigator(s)/reference checker, conducts thorough and adequate pre-employment background investigations/reference check of candidates in accordance with state and federal laws.

2. Signed Authorizations and Releases

The investigator shall ensure that all applicants have provided *signed* authorization and release forms for their employment information including copies of their personnel files. The Human Resources Department shall maintain the personnel files obtained from applicants' former and current employers.

The investigator should run credit checks on the applicants, if applicable to the particular job for which the County is recruiting. Before doing so, the investigator shall ensure that the applicants have provided *signed* election forms to obtain copies of any public records, e.g., criminal offender history information, civil judicial action, tax liens or outstanding judgments. The [Human Resources Department] shall maintain the credit history reports obtained.

The Human Resources Department shall maintain all public records obtained pertaining to applicants. Unless an applicant has elected not to receive them, the Human Resources Department shall provide the applicant with a copy of any public record which is obtained for employment purposes within seven (7) days after receipt of the public record information, whether the information is received in a written or oral form.

Even if the applicant has elected not to receive any public records information, if the County takes any adverse action, i.e., denies employment, because of the public records information, the Human Resources Department shall provide the applicant with a copy of the public record.

3. Carefully Review All Job Applications

The investigator shall review all job applications for completeness, including *signed* certifications.

- If an application reveals gaps in the employment history, the investigator should ask the applicant to explain the gaps.
- If an applicant requests that the County not contact his/her current employer, the investigator should ask for an explanation. Check whether the applicant has signed an authorization and release for the County to access and review his/her personnel file, otherwise, the applicant should provide a sealed copy of his/her personnel file to the County. The investigator should remind applicants of their right to review their personnel files in accordance with Labor Code section 1198.5.

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4. Verify Education, Licenses and Certifications

The investigator should contact the educational institutions listed on the job applications and verify that the applicants actually achieved the degrees required for the pertinent jobs.

The investigator should confirm that applicants' licenses and certifications, if appropriate, are valid. The investigator should also find out whether any licenses and/or certifications have been suspended or revoked, and why.

5. Verify Employment History

To verify employment history, investigators should telephonically contact or personally meet with the individuals, e.g., direct supervisors, department heads, who actually supervised the applicants at their prior and current employment. In the alternative, investigators may send a written questionnaire. If ambiguous answers are provided by applicants' former and/or current employers in response to the questionnaire, the investigator should follow up promptly with telephone or in-person contact.

- Ask questions which elicit only information that is relevant to determining the candidate's qualifications for the job. For example, if the job requires the individual to carry 50 pound boxes on daily basis, the investigator may ask whether the applicant was/is able to do so at his/her prior or current job.
- Do ***not*** ask for an applicant's detailed family history, including marital status. Do not ask about the applicant's membership in any category protected under state and federal laws, i.e., race, sex, national origin, skin color, religion, sexual orientation, physical or mental disability, medical condition and age.
- Do ***not*** ask whether an applicant has filed workers' compensation claims at his/her prior or current job.

6. Maintain Confidentiality of Source Information

The agency should maintain confidentiality of source information, particularly if the investigator agreed to maintain confidentiality in response to the request of any prior employer and/or current employer.

7. Criminal History Record Information

Mariposa County should obtain criminal history record information, i.e., conviction records, on applicants who met the minimum employment qualifications, and where appropriate for the job positions. Criminal history searches may only be conducted where the County Board of Supervisors has management staff to obtain criminal data.

Mariposa County shall obtain criminal history record information, including arrest records, on applicants for all sworn job positions. The Human Resources Department should disclose criminal data to authorized personnel on a need only basis. Criminal offender history information shall never be disclosed to individuals not employed with Mariposa County. The Human Resources Department should maintain criminal history record information in accordance with Mariposa County's records retention policy.

8. Maintenance of Applicants' Information

The Human Resources Department shall maintain candidates' job applications and reference information including high school, college/university, and trade school transcripts and credit history reports.

The Human Resources Department shall maintain reference documents in confidential files separate from ordinary personnel files and criminal history record information.

The Human Resources Department shall maintain copies of all criminal history record information obtained from the Department of Justice, local police agencies, and/or the Federal Bureau of Investigation in confidential files separate from ordinary personnel files.

If the County or local agency is contacted for a reference check, please see elements of a sample background response policy below.

B. RESPONDING TO A REFERENCE CHECK/REQUEST FOR BACKGROUND

- Request that the prospective employer receive the reference information in confidence.
- Provide information only after the prospective employer agrees to provide and maintain confidentiality.
- PICK ONE OF FOLLOWING OPTIONS and use that option for each and every response:
  - (1) Provide a full disclosure response revealing all relevant facts about the applicant's background; or
  - (2) Verify the former employee's dates of employment and position held, including, if asked, whether your agency would rehire the applicant.
- Before giving a full disclosure response, make sure that your agency has received a written waiver signed by the applicant which provides that your agency is authorized to release the information you propose to release.
- Establish a centralized procedure for responding to requests. For example, requests for written responses might be distributed to the former employee's supervisors, but all of them should be reviewed by the Human Resources Director, or some other high-level manager. The reviewing official should make sure that the reference is supported by documentation and is factually consistent with other reference responses.
- Apply this policy to each request for background information.
- Provide information in writing. While some agencies choose to provide verbal responses, written responses are preferable because they create a clear record of the information provided.
- Maintain a confidential response process. The only individuals who should discuss and review the agency's reference are those who draft it.
- Maintain copies of the applicant's waiver, written questions and the agency's responses.

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APPENDIX A

CHECKLIST FOR INITIATING A REFERENCE CHECK

- ❑ Review applications for completeness:
    - Dates of employment
    - Names, addresses, telephone numbers and email addresses of current and former employers
    - Job positions held
    - Job duties
    - Beginning and ending rates of pay
    - Education
    - Licenses and Certifications
    - Reason(s) that prior employment(s) ended
    - Has the applicant ever been asked to resign?
    - Any sealed documents in the personnel file?
    - Any issue that would impact the agency's hiring decision?
    - Did applicant sign a certification stating that the information he/she provided is true and correct?
- ❑ Ask applicant to explain any and all gaps in his/her employment history.
- ❑ Ensure that you have the information necessary to verify employment history and work performance in a cost efficient manner. Obtain telephone numbers and email addresses for direct supervisors, Department Heads and Human Resources Directors.
- ❑ Ensure that the applicant has signed an authorization and release for the agency to obtain his/her employment information including a copy of his/her personnel files from current and former employers.
- ❑ Determine whether you will conduct the reference check in-house or hire an outside investigator.
    - In-house investigators should be aware of the legal restrictions on conducting background checks.
    - Before hiring an outside investigator, agencies should verify the outside investigator's license.
- ❑ Determine which candidates will be investigated.

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- ❑ If the background investigation will be conducted by an outside investigator, ensure that each applicant receives notice that you will be conducting a background investigation for employment purposes and that you may obtain an investigative consumer report.
    - Provide the notice concurrently with the job application. The notice should disclose that the investigative consumer report may contain information about the applicant's character, general reputation, personal characteristics, and mode of living and medical information.
    - Provide an election form concurrently with the job application. The applicant should indicate whether he/she wants to receive a copy of any investigative consumer report.
    - Is the election form completed and signed by applicant?
- ❑ If the background investigation will be conducted ***in-house***, ensure that each applicant has been provided with notice that he/she has the right to obtain a copy of any public records obtained.
    - Provide the notice and an election form concurrently with the job application. The applicant should indicate whether he/she wants a copy of any public records obtained.
    - Is the election form completed and signed by applicant?
- ❑ If a consumer credit report will be sought, ensure that each applicant has been provided with notice of the specific reason under Labor Code § 1024.5 for obtaining the report prior to the request.
    - Provide the notice concurrently with the job application.

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APPENDIX B

CHECKLIST FOR CONDUCTING REFERENCE CHECKS IN-HOUSE

- ❑ Contact all persons to verify key information about the applicant's employment history and work performance.
    - Direct Supervisors
    - Department Heads
    - Human Resources Directors
- ❑ Advise each reference that you will keep source information confidential.
- ❑ Ask each reference whether he/she would re-hire the applicant.
- ❑ Document all information obtained, e.g., date, time, source name and contact information and comments.
- ❑ Consider obtaining a copy of the applicant's personnel file(s) when:
    - All former and current employers have a policy of providing no information or providing only basic information, e.g., employment dates.
    - If the applicant does not want you to contact his/her current employer, then ask the applicant to provide a sealed copy of his/her personnel file.
- ❑ If the candidate is applying for a position which has educational requirements, verify the candidate's education with the college/university or school identified in the application.
- ❑ If the candidate is applying for a position which requires a special license or certification, verify information with the pertinent licensing/certification agency.
    - Is the license/certification is still valid?
    - Has the license/certification ever been suspended or revoked?
- ❑ Request criminal history information from the California Attorney General if your agency's governing body approves the acquisition of criminal histories in the application process. (Pen. Code § 11105.3.)
- ❑ Under Labor Code section 432.7, agencies should **not** consider the following criminal history information:
    - arrests which did not result in convictions;
    - referrals to diversion programs;
    - convictions that have been sealed or expunged;
- ❑ Under Labor Code section 432.8, agencies should **not** consider marijuana related convictions which are more than two years old. Specifically, you should not consider two- year plus convictions for violations of subdivision (b) or (c) of section 11357 of the Health and Safety Code or a statutory predecessor thereof, or subdivision (c) of section 11360 of the Health and Safety Code, or section 11364, 11365, or 11550 as they related to marijuana prior to January 1, 1976, or a statutory predecessor thereof.

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- ❑ Under California Fair Employment and Housing Commission Regulations (Cal. Code of Regulations., tit. 2, § 11017), agencies should not consider any conviction for which the record has been judicially ordered sealed, expunged, or statutorily eradicated (e.g., juvenile offense records sealed pursuant to Welfare and Institutions Code section 389 and Penal Code sections 851.7 or 1203.45); any misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed pursuant to Penal Code section 1203.4
- ❑ Agencies employing peace officers may obtain and use arrest information when deciding whether to hire peace officer candidates (including marijuana related convictions which are more than two years old). Information contained in an arrest report may be used as the starting point for an independent, internal investigation of a peace officer candidate. (Lab. Code, § 432.7.)
- ❑ If your agency is hiring a peace officer candidate:
    - Comply with P.O.S.T. regulations for conducting peace officer background checks.
    - Provide the former employer with the agency's written request for the candidate's employment information.
    - Provide the former employer with a **notarized** authorization which is signed by the peace officer candidate that releases the former employer from liability. (Gov. Code, § 1031.1.)
    - Present both the written request and notarized authorization to the former employer.
- ❑ Public health facilities may ask applicants about arrests for violations of California Penal Code section 290 and Health and Safety Code section 11590. (Lab. Code, § 432.7.)
- ❑ Individuals applying to perform services at a park, playground, recreational center or beach, in positions of supervisory/disciplinary power over minors must complete applications regarding convictions of specified crimes. Affirmative answers would disqualify the applicant from employment. (Pub. Res. Code, § 5164.)
- ❑ School districts may request local law enforcement agencies to conduct automated criminal records searches on candidates for non-faculty positions. (Ed. Code, § 45125.5.)
- ❑ If your agency decides not to hire the applicant, provide a copy of all public records obtained to the applicant. (Cal. Civ. Code, § 1786.53, subdivision (b) (4).)

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APPENDIX C

APPLICANT EMPLOYMENT VERIFICATION AND REFERENCE CHECK FORM

ATTENTION:

Your firm/agency has been listed by an applicant for employment with Mariposa County as a current or previous employer. This form and signed release from the applicant are being sent to you as part of the reference/background check on this applicant. Your honest response to the following inquiries would be appreciated.

Any and all responses will be maintained with strict CONFIDENTIALITY and will only be considered in regards to the applicant's ability to perform the functions of the position applied for within the stipulated workplace environment.

California Civil Code section 47 grants protection from tortious liability to California employers who provide references upon request about prospective employees to other employers if the references are based on fact and not maliciously intended. It also grants protection to privileged communications of employment references with the intent to encourage employers to openly respond to questions from prospective employers concerning the job performance and knowledge of their employees.

1) Name of Applicant: _____

2) Social Security Number: _____

CERTIFICATION OF NON-EMPLOYEE STATUS

[ ] "I certify under penalty of perjury that I/we have no records for an employee either under this name or social security number."

Signed: _____ Dated: _____

Title: _____ Phone #: _____

NOTE: **If you would rather discuss this information by telephone interview, please check the box below the signature area on page 13 of this form.**

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3) The above applicant indicates that he/she was employed by you during the period of _____ to _____.

Is this substantially correct? [ ] Yes [ ] No

If not, what are the correct dates of hire/termination?
_____ to _____.

EMPLOYMENT REFERENCE INQUIRY:

4) The applicant indicates that his/her job classification was/is: _____

Is this substantially correct? [ ] Yes [ ] No

If not, what is the correct job classification/title? _____

5) The applicant indicates that his/her highest salary received while in your employment was approximately: $_____ per [ ] Hour [ ] Day [ ] Month

Is this substantially correct? [ ] Yes [ ] No

6) The applicant indicates that his/her normal job duties in his/her job classification were as follows:_____
_____
_____
_____

Is this substantially correct? [ ] Yes [ ] No

If not, please cross out any items you feel were not assigned or performed by the employee.

Effectively managing critical workplace incidents, especially those dealing with actual or potential violence, is a top priority of the County. The County is committed to providing a safe work environment to its employees that is free of violence or the threat of violence. **The following actions are considered to be acts of violence:**

- *Striking, punching, slapping or assaulting another person;*
- *Fighting or challenging another person to fight;*
- *Grabbing, pinching or touching another person in an unwanted way (sexual or otherwise);*
- *Engaging in dangerous, threatening or unwanted horseplay;*
- *Possession, use or threat of use of a gun, knife or other weapon of any kind on employer's property, including parking lots, company vehicles, or while engaged in activities for the firm/agency in other locations; and*
- *Threatening harm or harming another person, or any other action or conduct which implies the threat of harm.*

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7) Relative to the above statement and examples of violent acts or an implied threat of violence on the previous page, during the time the applicant was employed by you, do you have any knowledge concerning allegations or known instances regarding the following:

a) That the applicant verbally threatened another worker or supervisor?

[ ] Yes [ ] No

b) That the applicant was involved in a physical confrontation with another employee or client?

[ ] Yes [ ] No

c) That the applicant has ever exhibited behavior or made remarks that could be considered as being threatening or alluding to violence against a coworker, supervisor, spouse or client?

[ ] Yes [ ] No

8) Please rate the applicant's overall work attendance record during his/her employment with you:

9) Applicant indicates that the reason for leaving employment with you was:

_____

Is this essentially correct? [ ] Yes [ ] No

If not correct, please indicate why this applicant left your employment:

[ ] Still employed
[ ] Layoff
[ ] Resignation
[ ] Disability Retirement/Leave
[ ] Involuntary Separation
[ ] _____

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Are there any significant issues involving the applicant, which have not been addressed above, that you think would impact the County's hiring decision? If yes, please explain below:

_____

_____

Do you have any other comments which you feel are relevant to this reference inquiry?

_____

_____

_____

Completed by: _____ Date: _____
Signature

Print Name: _____ Phone: _____

Title: _____

[ ] **CHECK HERE IF YOU WOULD RATHER DISCUSS THIS INFORMATION BY TELEPHONE INTERVIEW**

PLEASE RETURN IN THE ENCLOSED STAMPED AND ADDRESSED ENVELOPE NO LATER THAN _____

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APPENDIX D

WAIVER AND RELEASE OF INFORMATION NON-SWORN (INCLUDING FIRE PERSONNEL)

I,_____(print name), hereby request, authorize and consent to the release of information to Mariposa County regarding my previous and/or current employment with_____ _____(name of Responding Agency) for the purpose of evaluating my suitability for employment.

I further authorize _____ (name of Responding Agency) or its agents to respond to any verbal or written request regarding my employment record, including but not limited to: positions held; dates of employment; beginning and end pay rates; work performance; disciplinary records, including any records which were sealed as part of a settlement; reliability and any incidents of dishonest; insubordination, violence and/or unsafe behavior; harmful or threatening behavior, including information based upon materials in my personnel file. I direct (name of Responding Agency) or its agents to release such information regardless of any agreement, instructions or representations I may have previously made with Responding Agency to the contrary. I further authorize _____ (name of Responding Agency) or its agents to answer whether it would rehire me.

In addition, I authorize_____(name of Responding Agency) to release the contents of and/or to provide a photocopy of my entire personnel file with Responding Agency, if requested by Mariposa County including any documents sealed pursuant to any settlement agreement or stipulation, and all application information including questionnaires, interviews, and education transcripts. I further authorize the disclosure of all records to which, as an employee, I would have or did have access under Labor Code section 1198.5 [For firefighters add: Government Code sections 3255 and 3256].

I have received a copy of this Waiver and Release and had adequate time to review it. I understand the meaning and purpose of this Waiver and Release, and by signing this document, I release_____ (name of Responding Agency) including its officers, employees, or related personnel both individually and collectively, from any and all liability for damage of whatever kind, which may at any time result to me, my heirs, and family associates because of this Waiver and Release or any attempt to comply with it. Specifically, _____ (name of Responding Agency) will not be subject to any civil liability for any relevant cause of action by virtue of releasing information identified above in compliance with California Civil Code section 47 as amended.

This Waiver and Release will expire one (1) year after the date signed. A photocopy of this Waiver and Release is to be considered as valid as an original.

_____ _____

Signature of Applicant Date

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APPENDIX E

WAIVER AND RELEASE OF INFORMATION SWORN

I,_____(print name), hereby request, authorize and consent to the release of information to Mariposa County regarding my previous/current employment with_ _____(name of Responding Agency) for the purpose of evaluating my suitability for employment. I further authorize _____ _____ (name of Responding Agency) or its agent to respond forthrightly to any verbal or written request regarding my employment record, including but not limited to: positions held; dates of employment; beginning and end pay rates; work performance; disciplinary records, including any records which were sealed as part of a settlement; reliability and any incidents of dishonest; insubordination, violence and/or unsafe behavior; harmful or threatening behavior, including information based upon materials in my personnel file. I direct the_____(name of Responding Agency) or its agents to release such information regardless of any agreement, instructions or representations I may have previously made with Responding Agency to the contrary. I further authorize_____ _____(name of Responding Agency) or its agents to answer whether_____(name of Responding Agency) would rehire me.

In addition, I authorize_____(name of Responding Agency) to release the contents and/or to provide a photocopy of my entire personnel file with Responding Agency, if requested by Mariposa County, including any documents sealed pursuant to any settlement agreement or stipulation and all application information, including questionnaires, interviews, education transcripts and polygraph examination results. If the prospective employer is a law enforcement agency, I authorize the _____ (name of Responding Agency) to release all information that it obtained from my prior employers. (Gov. Code, § 1031.1.) If the prospective employer is a governmental agency, I authorize Responding Agency to provide local criminal history information (conviction information; arrest information within five years from date of arrest and where no post arrest diversion program was completed). (Lab. Code, § 432.7; Pen. Code, § 13203.)

I am aware that my personnel file or information contained therein may be considered confidential under subdivision (c) of Government Code section 6254 and Penal Code section 832.7, and therefore subject to disclosure only pursuant to a noticed motion under Evidence Code section 1043 et seq. By signing this authorization, **I HEREBY WAIVE ANY AND ALL RIGHTS** to have any record(s) or information contained therein disclosed only by noticed motion. I also authorize the disclosure of all records to which, as an employee, I would have or did have access under Labor Code section 1198.5 and Government Code section 3306.5.

I have received a copy of this Waiver and Release and had adequate time to review it. I understand the meaning and purpose of this Waiver and Release, and by signing this document, I release_____(name of Responding Agency) including its officers, employees, or related personnel both individually and collectively, from any and all liability for damage of whatever kind, which may at any time result to me, my heirs, and family associates because of this Waiver and Release or any attempt to comply with it. Specifically,

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_____ (name of Responding Agency) will not be subject to any civil liability for any relevant cause of action by virtue of releasing information identified above in compliance with Government Code section 1031.1 and California Civil Code section 47 as amended.

This Waiver and Release will expire one (1) year after the date signed. A photocopy of this Waiver and Release is to be considered as valid as an original.

SIGNATURE MUST BE NOTARIZED

_____ _____
Signature of Applicant Date

County of_____,

State of California

On_____, before me _____
Print Name/Title of Notary Public

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Attachment: (3) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

MARIPOSA COUNTY

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 521

MEMORANDUM OF UNDERSTANDING
November 1, 2019 - October 31, 2023

Attachment: (3) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment: (4) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Service Employees International Union, Local 521 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization, which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

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

scope of bargaining. The County will notify the Union in advance of any proposed changes to confidential employee designations.

Section 2.5 - Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part-Time Employees" are employees working in classifications listed in Appendix "A" on less than a full time basis. Permanent part-time employees will accrue benefits and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time or permanent part-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except the extension of a probationary period, step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed when a probationary period is extended and upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

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Section 4.2

Any matter involving the management of governmental operations vested by law in the County and not covered by this Memorandum of Understanding is in the province of the County.

Section 4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4

The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies "Rules, Regulations, and Policies" as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5

The management of the County government and the direction of the work force of the County are vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

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Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.7 - Leave to Seek Office. An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed three (3) months immediately prior to the day of election for which the employee is on the ballot. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.8 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

8.3.9 - Compulsory. If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.10 - Maternity Leave. Maternity Leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head

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8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave. Employees will be allowed five (5) days per calendar year for bereavement leave in the event of a death of an immediate family member. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next.

If bereavement leave beyond the five (5) days in any one calendar year is requested and approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.

8.3.5 - Illness Leave. This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. This type of leave must be approved by the Human Resources Director. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave. This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within county service.

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8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. If an employee is absent because of illness or injury for four (4) or more successive days and/or the employee's absences are reflecting a pattern suggesting abuse of sick leave, the department head may request a doctor's verification of illness.

Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child, parent and/or grandparent) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the department head.

8.3.3.1 - Personal Necessity. Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave. The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under section 20862.8 of CalPERS, however, employees hired after June 30, 1996 will have the CalPERS program credit only.

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8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of vacation. Accumulated vacation may be taken between anniversary dates with the approval of the department head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the department head.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event two employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.2.2 Employees may cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, as long as the employee has a minimum of Two Hundred Forty (240) accrued vacation hours at the time the cash out is requested. The cash out option will be available during the month of November to eligible employees who submit a written request to the Human Resources Department to exercise the option by November 1 of each year. This section sunsets November 1, 2020.

Effective November 2, 2020:
8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Forty (240) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2020.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

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8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - In the event the parties reach agreement on the proposed schedule change, the department head will implement the schedule change as soon as administratively possible. If after two meetings the parties are unable to reach agreement, the Union may, within 15 calendar days of the parties' last meeting, request review of the schedule change by the Board of Supervisors. Failure by the Union to request review by the Board of Supervisors within the 15-day period will constitute waiver of its right of review. Should the matter be submitted to the Board of Supervisors within the 15-day period, the decision by the Board of Supervisors will be final and binding on the parties.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the County's standardized leave form.

During the term of this agreement but no later than March 2018, the County will review the provisions of this section (8.3 – Leaves) to ensure compliance with applicable State law. To the extent this review necessitates changes to the provisions of this section, the County and the Union will re-open this section to meet and confer over the necessary changes.

8.3.1 - Annual Leave. Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-2 years of service	2 weeks
3-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of return to work.

8.3.2 - Vacation Accrual and Cash Out.

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Non-exempt employees will have a seven day work period and be eligible for statutory overtime for all hours actually worked in excess of 40 in the seven day work period.

8.1.7 - Dual Calculation to Determine Statutory Overtime Owed. Notwithstanding the contract overtime provisions specified in subsection 8.1.5 above, the County has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt employees in excess of 40 in the seven day work period. To the extent the County's dual calculation method determines that FLSA overtime owed for the 7 day work period exceeds the amount of contract overtime paid pursuant to subsection 8.1.5 for the same 7 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment".

8.1.8- Regular Rate of Pay for Calculation of Statutory Overtime. For the purpose of calculating statutory overtime as defined in subsection 8.1.6 above, the following listed special pays will be added to the employee's base hourly rate to arrive at the employee's regular rate of pay: cash-in-lieu, longevity, incentive pay, shift differential pay, call-back pay, and on-call pay. Statutory overtime required by this subsection shall be calculated in accordance with the FLSA regular rate requirements set forth in 29 CFR sections 778.109 and 778.110.

8.1.9 - Overtime Dispute Resolution Procedures. The County and the Union ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with California Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in subsection 8.1.5 above. The parties further acknowledge and agree that subsection 8.1.5 above establishes the full extent of the County's contractual obligations to pay overtime for services rendered with the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under subsections 8.1.6 through 8.1.8 above are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under subsections 8.1.6 through 8.1.8 above, are expressly excluded from the parties' grievance procedures set forth in Article 14 of the MOU.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

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ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours. County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached as Appendix B as amended from time to time).

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid point of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Non-Exempt Classifications. The attached classifications are deemed non-exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.5 and 8.1.6 below.

8.1.5 - Contract Overtime. Employees in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of forty (40) hours per work week at the rate of time and one half the employee's base hourly rate as set forth in the County's salary schedule, attached to this MOU as Appendix A. In lieu of receiving contract overtime pay, Employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off must take that time off within six months of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll at the rate of time and one half the employee's base hourly rate. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection. Vacation and sick leave hours will be counted toward to the definition of hours worked for overtime purposes.

8.1.6 - Statutory Overtime – Work Periods. For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County has declared a seven day work period for all non-exempt employees in the bargaining unit.

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not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

7.3.1 - All employees shall be evaluated on a standardized personnel form. The standardized evaluation form will be implemented County-wide effective February 1, 2011.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Union recognizes that probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Career Ladders

A joint Labor/Management Committee will be established to develop career ladders for specific classifications. The Committee shall consist of no more than four participants, two from the County and two from the Union. The Committee shall initially convene within ninety (90) days of ratification of the MOU and shall meet at least quarterly. Recommendations reached by the Committee are subject to approval by the Human Resources Director and final approval by the Board of Supervisors before implementation.

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7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position in which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose

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6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

6.4.6 - Workers' Compensation State Disability

6.4.6.1 - Eligibility. Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation. An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage. Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. All probationary employees shall receive a written evaluation six (6) months into their employment. The purpose of such evaluation is to assess performance during the probationary period and provide feedback to the employee as to what is necessary to satisfactorily complete the probationary period. At any time during the probationary period, the department head may relieve the individual from employment with the County without cause. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

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6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before February 1, 2007, who retire at or after age 50 with a minimum of five years of service will continue to receive the County health contribution as provided in current County policy.

6.4.5 - Longevity Pay.

6.4.5.1 - For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.1.3 - For twenty (20) years of continuous service, a three percent (3%) pay increase to be effective on the twentieth anniversary date for the employee.

6.4.5.2 - Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 - For ten (10) years of continuous services, an additional annual Six Hundred Dollars ($600.00) will be paid to the employee.

6.4.5.2.2 - For fifteen (15) years of continuous services, an additional Eight Hundred and Fifty Dollars ($850.00) will be paid to the employee.

6.4.5.2.3 -For twenty (20) years of continuous services, an additional One Thousand One Hundred Dollars ($1,100.00) will be paid to the employee.

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee.

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a. Employees hired before November 1, 2011.
For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
   ii. Final compensation based on the single highest year.
   iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013.
This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
   ii. Final compensation based on three (3) consecutive years.
   iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November 1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members
For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
   ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

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this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

	Effective 12/1/2019	Effective 12/1/2020	Effective 12/1/2021	Effective 12/1/2022
Medical Non-Participant	$422.00	$422.00	$422.00	$422.00
Employee Only	$291.98	$306.58	$321.91	$338.00
Employee + 1	$508.12	$533.52	$560.20	$588.21
Family	$730.81	$767.35	$805.72	$846.00

6.4.2 - Maintenance of Benefits. The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement. The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

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Hundred Fifty Dollars ($150.00) per employee. The voucher shall be provided to each employee once per year from the date the employee received their previous voucher or upon damage subject to the approval of the Solid Waste/Recycling Manager. Employees who are not able to use the voucher can instead be reimbursed by the County for a verified expenditure toward the cost of work boots, not to exceed One Hundred Fifty Dollars ($150.00) per year.

6.3.11 - Uniform Allowance. The County shall provide the following uniform allowance: The Animal Control Officers shall receive an annual uniform allowance of Three Hundred and Fifty ($350.00).

Section 6.4 - Benefits

6.4.1 - Insurance.

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 - County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be $500 per employee or annuitant per month.

6.4.1.3 - Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover One Hundred Percent (100%) of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per month per employee for the term of the MOU.

6.4.1.4 - Life Insurance. The County will pay Ten Thousand Dollars ($10,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 - State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

6.4.1.6 - Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a monthly cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of

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- Fleet Division - Fleet Division mechanics will be provided 1 three-piece heavy-duty rain suit the same as the Road Division employees, and a two-piece set of insulated coveralls. The footwear required shall be insulated snow pack or Sorel-type boots.

- Plant Operations Division - Plant Operations employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Building Inspectors, Environmental Health Division, and Agricultural Commissioner Department - Building Inspectors, Environmental Health employees, and Agricultural Commissioner employees will be provided 1 three-piece heavy-duty rain suit, insulated gloves, and snow pack or Sorel-type insulated boots.

- Animal Control Officers - Animal Control Officers will be provided 1 three-piece heavy-duty rain suit, insulated gloves and fireman-type steel shank and toe boots.

All of the rain gear shall be the same reflective striping and be either orange or yellow for consistency. The replacement schedule for the rain gear will be approximately every two to three years unless it is damaged before that time. The boots should last three to four years at a minimum unless they are damaged before then.

6.3.9.1 Work Boot - Employees who are currently provided footwear pursuant to section 6.3.9 will be allowed to select a work boot of their choice to satisfy the footwear requirement. The County will reimburse the employee for the cost of the work boot, up to a maximum amount of Seventy-Five Dollars ($75.00) per calendar year regardless of wear and tear and/or damage to the work boot from the date the option is selected by the employee. This section does not apply to employees assigned to the Solid Waste Division. If deemed necessary by the County, the County will purchase the insulated snow pack or Sorel-type boots separate and apart from the employee's selected work boot.

Section 6.3.9.2 - Brushing Crew Boots. The Public Works Department will provide employees permanently assigned as Brushing Crew in the Roads Division of the Public Works Department two new pairs of climbing boots every five (5) years, not to exceed a total of $450 per pair.

During the five (5) year period, the Public Works Department will reimburse Brushing Crew employees for annual service for each pair of boots at a cost not expected to exceed $100 per pair per year.

6.3.10 - Solid Waste Division Work Boots. The County shall provide employees of the Solid Waste Division a voucher towards the cost of work boots in the amount of One

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4. American Water Works Association Backflow Prevention Tester Certificate

- Senior Maintenance Worker-Facilities
  1. Grade I Wastewater Treatment Plant Operator Certificate
  2. Grade I Water Treatment Plant Operator Certificate
  3. Qualified Applicator's Certification for herbicides and pesticides Maintenance Worker II-Facilities
  4. Grade I Wastewater Treatment Plant Operator Certificate
  5. Grade I Water Treatment Plant Operator Certificate
  6. Qualified Applicator's Certification for herbicides and pesticides

The employee will be required to obtain all certificates for their particular class in order to qualify for the incentive pay. Pre-approval by the department head is required before an employee works towards the incentive pay effort.

6.3.8 - Uniforms. The County shall provide uniforms to the employees of the Road Division, the Facilities Division (this division includes special districts, building maintenance, and parks and recreation), Plant Operations Division, and the Solid Waste Division in accordance with any department policies and applicable regulations. The County shall provide uniforms to mechanics, mechanic helpers, and mechanic supervisors.

The County shall provide each Sheriff's Dispatcher with the following uniform complement: 2 shirts, 2 pairs of pants, 1 jacket, and 1 belt. Replacement items will be provided at County expense, as needed and approved by the department head.

6.3.9 - Foul Weather and Safety Gear. Regular full-time and permanent part-time Road Division employees, Facility Division employees, Equipment Mechanics, Plant Operations Division employees, Building Inspectors, Environmental Health Division employees, Agricultural Commissioner employees, and Animal Control Officers who are required to work outdoors in inclement weather or required to use safety gear, shall be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head. Currently the specific equipment to be provided for each class is as follows:

- Road Division - Road Division employees will be provided 1 winter jacket and 1 three-piece heavy-duty rain suit which includes jackets, bib overalls and hood. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots. The winter jackets and rain gear must have reflective striping and can be either yellow or orange.

- Facilities Maintenance - Facilities Maintenance employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

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6.3.7.1. The County reimbursement will also cover general courses for an AA/AS or BA/BS degree at an institution accredited by the State of California provided:

a. The course is part of a degree plan approved in writing by the Human Resources Director in advance of beginning the course and is directly relevant to the employee's current job duties, in the judgment of the Human Resources Director.

b. The proposed plan is submitted to the Human Resources Director in writing no later than February 1 prior to the fiscal year in which the bargaining unit member will begin any course for which he/she seeks reimbursement, so that the cost can be factored into the budget preparation process.

6.3.7.2 The County agrees to establish an incentive pay program to compensate employees for earning County required certificates relative to their current job classification. The eligible certificates shall be identified by the County and incorporated in the MOU. The incentive pay for the subject certificates shall be a flat dollar rate equivalent to 10% above the employee's current salary.

6.3.7.3 The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA) as required by the job classification.
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology as required by the job classification.
- $300 monthly stipend for a Registered Environmental Health Specialist with no experience.
- $600 monthly stipend for a Registered Environmental Health Specialist with one year of experience.
- 3% increase in the base salary for a Public Health Nurse II to oversee the Tobacco Education Program.
- 15% increase in the base salary for Associate Engineers with a State of California engineer's license.

A $300 monthly stipend shall be provided for employees in the classification of Alcohol and Drug Specialist I, II, III, or Senior Alcohol and Drug Specialist.

6.3.7.4 Employees in the following positions shall receive 10% above their base pay for the following certifications:

- Maintenance Foreman
  1. Grade I Wastewater Treatment Plant Operator
  2. Grade I Water Treatment Plant Operator
  3. Qualified Applicator's Certification for herbicides and pesticides

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Employees assigned to on-call duty shall receive two dollars and fifty cents ($2.50) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period and may be subject to investigation for dereliction of duty. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

6.3.2 - Shift Differential. Employees shall receive shift differential as follows:

6.3.2.1 – Fifty cents ($.50) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins after 12:30 PM.
6.3.2.2 - One dollar ($1.00) per hour for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential. The County agrees to provide an allowance for split shift differential of $10 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay. Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate, or compensatory time off at rate of time and one half, at election of employee at the time of accrual.

6.3.5 - Tool Allowance. Employees who occupy the classification of commercial truck driver/equipment mechanic and equipment mechanic/heavy equipment mechanic, and who are required to furnish their own tools for their job assignment shall receive up to eight hundred dollars ($800) per year for replacement or purchase of tools upon submission of appropriate proof of purchase and approval by the Fleet Superintendent.

6.3.6 - Special Assignment Pay. Special assignment compensation of 5% above the base pay shall apply to employees who are assigned to the tree-trimming crew.

6.3.7 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of $200 per semester provided they have received prior approval by their department head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

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6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion. When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer. An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification. The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination. An employee who terminates his/her employment or is terminated with the County shall receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation. On-call compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

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Three and one-quarter percent (3.25%) effective November 1, 2019.
Three and one-half percent (3.50%) effective November 1, 2020.

Salary increases for years 3 and 4 of the Agreement, which will be effective November 1, 2021 and November 1, 2022, respectively, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase each year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2021 or 2022, respectively.

The actual percentage of growth in the County's General Purpose Revenue between Fiscal Years 2019-20 and 2020-21 for Year 3 salary adjustment; and between Fiscal Years 2020-21 and 2021-22 for Year 4 salary adjustment.

6.1.2 - Equity Adjustments
Effective November 1, 2019, provide equity adjustments as follows:

Alcohol & Drug Specialist II – 10.51% (and appropriate adjustments to Alcohol & Drug Specialist I, Alcohol & Drug Specialist III, and Senior Alcohol & Drug Specialist to maintain current salary spread between levels in this series following the 10.51% adjustment to Alcohol & Drug Specialist II)
Maintenance and Construction Supervisor – 10.63%
Maintenance Supervisor-Facilities – 10.63%
Recreation Supervisor – 12.01%
Staff Development Coordinator – 15.76%

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. Employees shall be paid on the last working day of each calendar month. Employees may voluntarily agree to payroll deductions to contribute to the Union's Committee on Political Education (COPE.)

6.2.2 - Merit Advancement Within Range. An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations. An employee who has served an extended probationary period may be advanced to the next higher step of the salary range on the effective date the employee has successfully completed the extended probation period and each year thereafter he/she serves in that specific classification

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file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

The Union acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - Wage Increase.
Wages for employees covered by this MOU shall be increased across the board as follows:

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employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

5.4.2 – Union and Employee Participation

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

The County shall not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

5.4.3 – Information Provided

The County will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the County has the information on

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County may request a copy of the employee's authorization.

5.3.7 - Change in Dues Authorization: The County, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the County's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The County will not process any requests to revoke or change authorizations that may come to it directly from a County employee. The County, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

5.3.8 - Forfeiture of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this Agreement. This includes not only the County's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The County shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the County's payroll processor is named in its capacity as the party responsible for administering the payroll for the County.

In no event shall the County be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees hired after December 18, 2018, who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization. The Parties acknowledge that the County provides a new

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5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

5.2.7 – Copy of Budget. The County will provide a copy of the draft proposed annual budget when it is available, and prior to the formal budget hearings each year.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

5.3.2 - Employee Payroll Deductions: The County will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the County, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 - Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the County a monthly list, in an electronic mailable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e-mailed to the Payroll Specialist. The County shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 - County List: The County, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 - Employee Questions: Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

5.3.6 - Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the County a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the County per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the

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other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews. One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards. The Union shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt county business.

5.2.3 - Facilities. County facilities shall be made available to the Union for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing county rates may be made to offset the cost of such use.

5.2.4 - Names and Addresses of Covered Workers. The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge. The County shall further supply a list of all new hires, including classification and work location to the Union on a monthly basis when submitting the dues/fees report.

5.2.5 - Notification of Union Coverage. The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

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4.5.8 – The County reserves the right to consider and implement employee layoffs and furloughs at any point during the term of this Memorandum of Understanding. In the event layoffs or furloughs are implemented, the County will meet and confer regarding the effects of such layoffs or furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards. The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time. The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union, as specified below.

5.1.3 - Labor Negotiations. The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than four (4) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case, the ground rules on release time will govern for those negotiations only.

5.1.3.1 - Compensated Time Off. Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their vacation or compensatory time off to attend scheduled negotiations.

5.1.3.2 - Resource Members. Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using leave without pay, vacation, or compensatory time off.

5.1.4 - Grievance Processing. The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times

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not covered by this Memorandum of Understanding is in the province of the County.

4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

4.4

The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

4.5

The management of the County government and the direction of the work force of the County are vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

4.5.8 - The County reserves the right to consider and implement employee furloughs at any point during the term of this Memorandum of Understanding. In the event furloughs are implemented, the County will meet and confer regarding the effects of such furloughs on terms and conditions of employment of the bargaining unit.

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Section 2.5 - Regular Full-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, excluding extra help employees. The term "Regular Full-Time Employees" is deemed to include part-time employees within bargaining unit classifications who receive employee benefits.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except the extension of a probationary period, step raises, and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff or Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed when a probationary period is extended and upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

Section 2.8 - Y-Rate

If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

4.2

Any matter involving the management of governmental operations vested by law in the County and

PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Managerial/Confidential Organization, a chapter of AFSCME, Local 2703 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance, for all regular, full-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees, as that term is defined below.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

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

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MARIPOSA COUNTY

LOCAL 2703

AFSCME LOCAL 2703
AFL/CIO

Mariposa County Managerial
and Confidential Organization (MCMCO)

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November 1, 2019 - October 31, 2023

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(2) Roads Crews 4/10 schedule during warm weather or longer daylight months; 9/80 schedule during winter or shorter daylight months. The effective date of the warm weather and winter alternative work schedule shall be determined by the Department.
(3) Employees on 9/80 schedules will arrange appropriate start/stop times for the biweekly 8 hour day with their Division Manager.
(4) Maintenance Worker assigned to Pool Maintenance to start at 6:00 am -3:30 pm during pool season. (17-40)

10. Sheriff/Coroner:
a. 24-hour coverage provided by Sheriff's Dispatchers assigned in 3 shifts:
7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.
b. i) 5/8, 9/80, or 4/10 schedule for Office Technician and Administrative Assistant as approved by immediate supervisor and the department head.
ii) 5/8, 9/80, or 4/10 schedule for Animal Control employees as approved by immediate supervisor and the department head.
iii) 5/8, 9/80, or 4/10 schedule for Dispatchers as approved by immediate supervisor and the department head. (06-457)

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

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APPENDIX B

Alternate Work Schedules

1. Assessor's Office:
   a. 4/10 schedule for appraisers as approved by the Assessor from time-to-time.(1)
   b. 9/80 schedule for clerical staff for the months of January through November; during the month of December, the 9/80 schedule is suspended (08-317).

2. Auditor's Office: 9/80 flex schedule for Auditor's Office staff for ten (10) months each year, excluding the months of November and December (05-74).

3. Child Support Services Office: 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

4. Fire Department: 4/10 schedule for Fire Department office staff (13-295).

5. Health and Human Services Agency :
   a. 9/80 schedule for Registered Environmental Health Specialists (09-150).
   b. 4/10 schedule for Hazardous Material Specialist (09-370).
   c. 4/10 schedule for Secretary (later reclassified to Accounting Technician (17-76).
   d. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.(1)
   e. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   f. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   g. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   h. 4/10 schedule for Senior Office Assistant who works in the Coulterville office to provide office coverage for Mental Health and Alcohol and Drug group counseling (08-462).
   i. 4/10 schedule for Secretary in Health (later reclassified to Office Technician) (17-76).
   j. 4/10 schedule for Office Technician in Health (later reclassified to Executive Assistant) (17-20)

6. Library: 4/10 schedule for senior library staff only. (07-59)

7. Planning and Building: 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

8. Probation: 9/80 schedule as approved by the Chief Probation Officer (08-82).

9. Public Works:

Solid Waste	7:30 am-4:30 pm TU-S		
Engineering	8:00 am - 4:30 pm	M-F	
Survey	7:00 am - 4:30 pm	M-F	9/80 Flex Friday
Fleet	8:00am - 4:30 pm M-F		
Facilities and Recreation Services			
Recreation Supervisor			
Pool Season	7:00 am - 4:30 pm	M-F	9/80 Flex
Off Season	8:00 am - 4:30 pm	M-F	
Custodial Staff	5:30 pm - 2:00 am	M-F	
All Other Staff	7:00 am - 4:30 pm	M-F	9/80 (Split Flex)
Fiscal/Admin			
Executive Assist.	7:30 am - 5:00 pm	M-F	9/80 Flex
All Other Staff	8:00 am - 4:30 pm	M-F	
Utilities	7:00 am - 4:30 pm	M-F	9/80 Split Flex 4/10
Roads			
Mar-Oct	7:00 am - 5:30 pm	M-TH	4/10 Flex
Nov - Feb	7:00 am - 4:30 pm	M-F	9/80 Split Flex

(1) With the exception of Solid Waste, Start/ Stop Times reflect a 30 minute lunch period. Employees desiring a longer lunch (up to 60 minutes per the MOU) may, with Division Manager's approval, arrange an earlier start or later stop time to accommodate a full workday.

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APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
STAFF SERVICES ANALYST II	253	1	25.845	4,479.63	53,756.58
	253	2	27.138	4,703.87	56,447.52
	253	3	28.495	4,939.03	59,269.46
	253	4	29.922	5,186.35	62,237.45
	253	5	31.415	5,445.14	65,342.88
SUPERVISING CUSTODIAN	125	1	17.819	3,088.55	37,063.28
	125	2	18.706	3,242.28	38,908.07
	125	3	19.642	3,404.60	40,855.94
	125	4	20.625	3,574.97	42,900.46
	125	5	21.655	3,753.40	45,041.61
SURVEY TECHNICIAN	264	1	27.032	4,685.43	56,226.32
	264	2	28.388	4,920.42	59,046.11
	264	3	29.804	5,165.95	61,992.62
	264	4	31.295	5,424.37	65,093.76
	264	5	32.860	5,695.68	68,349.52
SYSTEM SUPT ANALYST-HS	170	1	22.698	3,934.33	47,212.84
	170	2	23.832	4,130.83	49,570.90
	170	3	25.026	4,337.71	52,053.53
	170	4	26.278	4,554.79	54,658.57
	170	5	27.589	4,782.08	57,386.02
TRANSIT SYSTEM BUS DRVR	137	1	19.298	3,345.00	40,140.79
	137	2	20.263	3,512.15	42,146.65
	137	3	21.277	3,687.89	44,255.59
	137	4	22.339	3,872.05	46,465.47
	137	5	23.456	4,065.69	48,789.18
TRANSPORTATION PLANNER	269	1	29.724	5,151.99	61,825.11
	269	2	31.210	5,409.70	64,917.65
	269	3	32.773	5,680.47	68,166.97
	269	4	34.409	5,964.13	71,570.92
	269	5	36.129	6,262.28	75,148.82
VICTIM WITNESS ADVOCATE	259	1	17.637	3,057.05	36,685.30
	259	2	18.518	3,209.70	38,517.21
	259	3	19.449	3,371.13	40,454.34
	259	4	20.420	3,539.36	42,473.09
	259	5	21.440	3,716.17	44,594.91
VICTIM WITNESS COORDINATOR	400	1	25.678	4,450.82	53,410.81
	400	2	26.961	4,673.08	56,078.13
	400	3	28.310	4,907.00	58,885.04
	400	4	29.727	5,152.53	61,831.55
	400	5	31.214	5,410.24	64,924.10
4-H YOUTH COORDINATOR	146	1	21.593	3,742.66	44,912.76
	146	2	22.672	3,929.67	47,157.00
	146	3	23.807	4,126.53	49,519.36
	146	4	24.996	4,332.52	51,991.25
	146	5	26.245	4,549.07	54,589.84

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These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
SR ALCOHOL/DRUG SPECIALIST	176	1	26.235	4,547.38	54,569.58
	176	2	27.550	4,775.21	57,303.64
	176	3	28.926	5,013.73	60,165.85
	176	4	30.374	5,264.69	63,177.59
	176	5	31.890	5,527.54	66,331.72
SR DEVELOPMENT SERV TECH	162	1	21.756	3,770.94	45,252.08
	162	2	22.842	3,959.20	47,511.35
	162	3	23.986	4,157.50	49,890.90
	162	4	25.187	4,365.63	52,388.55
	162	5	26.442	4,583.25	55,000.04
SR GEOGRAPHIC INFO SYST SPCLST	255	1	33.846	5,866.59	70,400.48
	255	2	35.539	6,159.92	73,920.39
	255	3	37.315	6,467.73	77,614.26
	255	4	39.180	6,791.11	81,494.98
	255	5	41.141	7,130.97	85,573.27
SR LIBRARY ASSISTANT	141	1	19.491	3,378.29	40,540.25
	141	2	20.465	3,547.23	42,567.58
	141	3	21.490	3,724.94	44,700.15
	141	4	22.566	3,911.42	46,937.95
	141	5	23.693	4,106.67	49,280.98
SR NUTRITION COOK/SPVR	102	1	13.739	2,656.71	31,881.12
	102	2	14.429	2,501.01	30,012.71
	102	3	15.151	2,626.10	31,513.88
	102	4	15.909	2,757.47	33,090.22
	102	5	16.702	2,894.91	34,739.58
SR OFFICE ASSISTANT	111	1	18.542	3,213.82	38,566.60
	111	2	19.468	3,374.35	40,493.00
	111	3	20.444	3,543.47	42,522.48
	111	4	21.465	3,720.47	44,646.46
	111	5	22.539	3,906.76	46,882.11
SR PLANT OPERATOR	271	1	30.745	5,328.99	63,949.09
	271	2	32.282	5,595.47	67,146.86
	271	3	33.896	5,875.18	70,503.56
	271	4	35.590	6,168.87	74,027.77
	271	5	37.370	6,477.40	77,730.23
STAFF DEVELOPMENT COORDINATOR	252	1	25.185	4,365.24	52,383.81
	252	2	26.442	4,583.17	54,999.14
	252	3	27.766	4,812.72	57,753.70
	252	4	29.156	5,053.65	60,644.99
	252	5	30.610	5,305.57	63,668.04
STAFF SERVICES ANALYST I	257	1	23.496	4,072.49	48,870.79
	257	2	24.672	4,276.33	51,316.90
	257	3	25.903	4,489.83	53,878.99
	257	4	27.201	4,714.79	56,578.52
	257	5	28.560	4,950.30	59,404.76

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
SHERIFF'S DISPATCHER	152	1	20.696	3,587.32	43,048.64
	152	2	21.732	3,766.82	45,202.68
	152	3	22.816	3,954.73	47,457.66
	152	4	23.957	4,152.49	49,830.76
	152	5	25.156	4,360.26	52,324.13
SHERIFF'S EVIDENCE TECH	142	1	19.491	3,378.29	40,540.25
	142	2	20.465	3,547.23	42,567.58
	142	3	21.490	3,724.94	44,700.15
	142	4	22.566	3,911.42	46,937.95
	142	5	23.693	4,106.67	49,280.98
SOCIAL SERVICE AIDE	120	1	17.637	3,057.05	36,685.30
	120	2	18.518	3,209.70	38,517.21
	120	3	19.449	3,371.13	40,454.34
	120	4	20.420	3,539.36	42,473.09
	120	5	21.440	3,716.17	44,594.91
SOCIAL WORKER I	153	1	21.221	3,678.23	44,139.62
	153	2	22.279	3,861.66	46,340.91
	153	3	23.393	4,054.77	48,658.17
	153	4	24.561	4,257.17	51,087.11
	153	5	25.791	4,470.32	53,644.90
SOCIAL WORKER II	175	1	23.389	4,054.05	48,649.58
	175	2	24.558	4,256.64	51,080.67
	175	3	25.786	4,469.42	53,634.16
	175	4	27.077	4,693.31	56,320.81
	175	5	28.430	4,927.75	59,134.17
SOCIAL WORKER III	192	1	25.845	4,479.63	53,756.58
	192	2	27.138	4,703.87	56,447.52
	192	3	28.495	4,939.03	59,269.46
	192	4	29.922	5,186.35	62,237.45
	192	5	31.415	5,445.14	65,342.88
SOCIAL WORKER IV	204	1	29.135	5,049.99	60,600.98
	204	2	30.593	5,302.68	63,633.39
	204	3	32.121	5,567.55	66,811.84
	204	4	33.731	5,846.55	70,159.94
	204	5	35.416	6,138.62	73,664.83
SR ACCOUNT CLERK	122	1	17.819	3,088.55	37,063.28
	122	2	18.706	3,242.28	38,908.07
	122	3	19.642	3,404.60	40,855.94
	122	4	20.625	3,574.97	42,900.46
	122	5	21.655	3,753.40	45,041.61
SR AG/STANDARDS INSPECTOR	206	1	29.281	5,075.22	60,903.79
	206	2	30.745	5,328.99	63,949.09
	206	3	32.284	5,595.82	67,151.16
	206	4	33.896	5,875.18	70,503.56
	206	5	35.592	6,169.22	74,032.07

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
PROGRAM SPECIALIST I	277	1	21.114	3,659.62	43,916.27
	277	2	22.170	3,842.70	46,113.27
	277	3	23.278	4,034.72	48,417.64
	277	4	24.442	4,236.60	50,840.13
	277	5	25.664	4,448.31	53,380.75
PROGRAM SPECIALIST II	278	1	23.273	4,033.83	48,406.90
	278	2	24.435	4,235.35	50,825.10
	278	3	25.660	4,447.60	53,372.16
	278	4	26.941	4,669.69	56,037.33
	278	5	28.288	4,903.24	58,839.94
PROGRAM SPECIALIST III	279	1	25.845	4,479.63	53,756.58
	279	2	27.138	4,703.87	56,447.52
	279	3	28.495	4,939.03	59,269.46
	279	4	29.922	5,186.35	62,237.45
	279	5	31.415	5,445.14	65,342.88
PUBLIC HEALTH NURSE I	227	1	30.937	5,362.28	64,348.54
	227	2	32.482	5,630.18	67,563.50
	227	3	34.107	5,911.69	70,941.67
	227	4	35.813	6,207.51	74,491.65
	227	5	37.602	6,517.48	78,211.30
PUBLIC HEALTH NURSE II	217	1	34.183	5,924.94	71,100.59
	217	2	35.896	6,221.83	74,663.46
	217	3	37.689	6,532.69	78,393.84
	217	4	39.573	6,859.12	82,311.07
	217	5	41.552	7,202.19	86,428.01
RECREATION SUPERVISOR	263	1	28.518	4,943.06	59,317.88
	263	2	29.945	5,190.42	62,286.30
	263	3	31.443	5,450.02	65,401.46
	263	4	33.015	5,722.44	68,670.57
	263	5	34.664	6,008.29	72,100.85
REGISTERED ENV HEALTH SPECLIST	211	1	30.173	5,229.84	62,759.31
	211	2	31.681	5,491.31	65,896.96
	211	3	33.266	5,766.02	69,193.52
	211	4	34.931	6,054.51	72,655.46
	211	5	36.674	6,356.77	76,282.75
REGISTERED NURSE	200	1	27.996	4,852.58	58,232.17
	200	2	29.394	5,094.90	61,140.02
	200	3	30.866	5,349.93	64,200.35
	200	4	32.408	5,617.30	67,408.87
	200	5	34.028	5,898.09	70,778.45
SERVICES SUPPORT ASSISTANT III	260	1	18.356	3,181.61	38,180.03
	260	2	19.274	3,340.71	40,089.25
	260	3	20.237	3,507.68	42,092.96
	260	4	21.249	3,683.06	44,197.61
	260	5	22.311	3,867.22	46,407.49

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
PC TECHNICIAN	165	1	22.249	3,856.48	46,278.63
	165	2	23.361	4,049.22	48,591.60
	165	3	24.532	4,252.17	51,026.98
	165	4	25.757	4,464.42	53,574.03
	165	5	27.045	4,687.77	56,254.23
PH EMERGENCY RSPNS COORD	216	1	34.183	5,924.94	71,100.59
	216	2	35.896	6,221.83	74,663.46
	216	3	37.687	6,532.34	78,389.55
	216	4	39.573	6,859.12	82,311.07
	216	5	41.552	7,202.19	86,428.01
PLAN CHECKER/INSPECTOR	196	1	26.764	4,639.08	55,670.09
	196	2	28.104	4,871.20	58,455.52
	196	3	29.507	5,114.41	61,374.11
	196	4	30.983	5,370.33	64,445.18
	196	5	32.532	5,638.77	67,666.58
PLANNING TECHNICIAN	169	1	22.587	3,915.00	46,980.90
	169	2	23.715	4,110.61	49,328.22
	169	3	24.898	4,315.52	51,787.23
	169	4	26.147	4,532.07	54,385.82
	169	5	27.451	4,758.09	57,098.24
PLANT OPERATOR I	272	1	23.764	4,119.01	49,429.16
	272	2	24.953	4,325.18	51,903.20
	272	3	26.200	4,541.19	54,495.35
	272	4	27.509	4,768.12	57,218.51
	272	5	28.886	5,006.85	60,083.41
PLANT OPERATOR II	273	1	24.952	4,325.01	51,901.05
	273	2	26.200	4,541.19	54,495.35
	273	3	27.511	4,768.48	57,222.80
	273	4	28.886	5,006.85	60,083.41
	273	5	30.331	5,257.22	63,087.90
PROBATION TECHNICIAN	226	1	20.077	3,479.94	41,760.08
	226	2	21.082	3,654.07	43,849.70
	226	3	22.133	3,836.25	46,035.95
	226	4	23.243	4,028.64	48,344.62
	226	5	24.402	4,229.62	50,756.38
PROGRAM ASSISTANT I	265	1	16.286	2,822.78	33,874.09
	265	2	17.096	2,963.28	35,559.96
	265	3	17.955	3,112.17	37,346.76
	265	4	18.850	3,267.34	39,208.73
	265	5	19.793	3,430.73	41,169.49
PROGRAM ASSISTANT II	270	1	17.915	3,105.19	37,263.01
	270	2	18.811	3,260.53	39,127.12
	270	3	19.751	3,423.39	41,081.44
	270	4	20.739	3,594.66	43,136.69
	270	5	21.774	3,774.16	45,290.74

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
MENTAL HLTH ASST II	157	1	21.539	3,733.35	44,801.08
	157	2	22.615	3,919.83	47,038.88
	157	3	23.746	4,115.98	49,392.65
	157	4	24.934	4,321.79	51,862.39
	157	5	26.182	4,538.15	54,458.84
MENTAL HLTH ASST III	191	1	25.845	4,479.63	53,756.58
	191	2	27.138	4,703.87	56,447.52
	191	3	28.495	4,939.03	59,269.46
	191	4	29.922	5,186.35	62,237.45
	191	5	31.415	5,445.14	65,342.88
MENTAL HLTH CLINICIAN	203	1	29.135	5,049.99	60,600.98
	203	2	30.593	5,302.68	63,633.39
	203	3	32.121	5,567.55	66,811.84
	203	4	33.731	5,846.55	70,159.94
	203	5	35.416	6,138.62	73,664.83
NETWORK ADMINISTRATOR I	208	1	29.428	5,100.81	61,210.90
	208	2	30.901	5,356.01	64,273.37
	208	3	32.445	5,623.74	67,486.18
	208	4	34.068	5,905.07	70,862.21
	208	5	35.773	6,200.53	74,407.90
NETWORK ADMINISTRATOR II	221	1	35.935	6,228.64	74,745.07
	221	2	37.731	6,539.86	78,479.75
	221	3	39.618	6,867.00	82,405.56
	221	4	41.601	7,210.78	86,531.10
	221	5	43.679	7,570.86	90,852.07
OFFICE ASSISTANT I	101	1	13.470	2,334.75	28,017.59
	101	2	14.143	2,451.43	29,417.82
	101	3	14.851	2,574.21	30,891.08
	101	4	15.593	2,702.70	32,433.06
	101	5	16.372	2,837.82	34,054.49
OFFICE ASSISTANT II	105	1	14.887	2,580.29	30,964.10
	105	2	15.628	2,708.78	32,506.07
	105	3	16.408	2,844.08	34,129.66
	105	4	17.232	2,986.90	35,843.44
	105	5	18.091	3,135.80	37,630.25
OFFICE TECHNICIAN	160	1	21.756	3,770.94	45,252.08
	160	2	22.842	3,959.20	47,511.35
	160	3	23.986	4,157.50	49,890.90
	160	4	25.187	4,365.63	52,388.55
	160	5	26.442	4,583.25	55,000.04
OFFICE TECHNICIAN SUPERVISOR	161	1	23.930	4,147.83	49,774.93
	161	2	25.127	4,355.25	52,263.99
	161	3	26.385	4,573.22	54,879.77
	161	4	27.703	4,801.77	57,622.26
	161	5	29.090	5,042.11	60,506.48

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
MAINTENANCE WRKR I-SW	248	1	18.352	3,180.90	38,171.44
	248	2	19.269	3,339.81	40,078.51
	248	3	20.233	3,506.96	42,084.37
	248	4	21.246	3,682.52	44,191.17
	248	5	22.305	3,866.14	46,394.60
MAINTENANCE WRKR II-FAC	140	1	20.077	3,479.94	41,760.08
	140	2	21.082	3,654.07	43,849.70
	140	3	22.133	3,836.25	46,035.95
	140	4	23.243	4,028.64	48,344.62
	140	5	24.402	4,229.62	50,756.38
MAINTENANCE WRKR II-ROAD	238	1	20.077	3,479.94	41,760.08
	238	2	21.082	3,654.07	43,849.70
	238	3	22.133	3,836.25	46,035.95
	238	4	23.243	4,028.64	48,344.62
	238	5	24.402	4,229.62	50,756.38
MAINTENANCE WRKR II-SW	249	1	20.077	3,479.94	41,760.08
	249	2	21.082	3,654.07	43,849.70
	249	3	22.133	3,836.25	46,035.95
	249	4	23.243	4,028.64	48,344.62
	249	5	24.402	4,229.62	50,756.38
MAINTENANCE WRKR III-FAC	163	1	22.633	3,923.06	47,077.54
	163	2	23.765	4,119.20	49,431.31
	163	3	24.951	4,324.82	51,898.90
	163	4	26.200	4,541.19	54,495.35
	163	5	27.511	4,768.48	57,222.80
MAINTENANCE WRKR III-ROAD	239	1	22.633	3,923.06	47,077.54
	239	2	23.765	4,119.20	49,431.31
	239	3	24.951	4,324.82	51,898.90
	239	4	26.200	4,541.19	54,495.35
	239	5	27.511	4,768.48	57,222.80
MAINTENANCE WRKR III-SW	250	1	22.633	3,923.06	47,077.54
	250	2	23.765	4,119.20	49,431.31
	250	3	24.951	4,324.82	51,898.90
	250	4	26.200	4,541.19	54,495.35
	250	5	27.511	4,768.48	57,222.80
MENTAL HLTH AIDE/CLIENT REC	128	1	16.023	2,777.33	33,328.60
	128	2	16.823	2,915.85	34,990.85
	128	3	17.664	3,061.70	36,741.14
	128	4	18.546	3,214.53	38,575.19
	128	5	19.474	3,375.43	40,505.88
MENTAL HLTH ASST I	119	1	17.637	3,057.05	36,685.30
	119	2	18.518	3,209.70	38,517.21
	119	3	19.449	3,371.13	40,454.34
	119	4	20.420	3,539.36	42,473.09
	119	5	21.440	3,716.17	44,594.91

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
LEGAL SECRETARY I	134	1	17.998	3,119.51	37,434.82
	134	2	18.895	3,275.03	39,301.08
	134	3	19.839	3,438.78	41,266.13
	134	4	20.834	3,611.12	43,334.27
	134	5	21.871	3,790.98	45,492.61
LEGAL SECRETARY II	136	1	18.915	3,278.61	39,344.03
	136	2	19.862	3,442.72	41,313.38
	136	3	20.852	3,614.34	43,372.93
	136	4	21.898	3,795.64	45,548.45
	136	5	22.994	3,985.51	47,827.05
LIBRARY ASSISTANT I	112	1	16.613	2,879.52	34,554.88
	112	2	17.444	3,023.58	36,283.70
	112	3	18.317	3,174.80	38,098.42
	112	4	19.233	3,333.73	40,005.49
	112	5	20.194	3,500.16	42,002.76
LIBRARY ASSISTANT II	118	1	17.637	3,057.05	36,685.30
	118	2	18.518	3,209.70	38,517.21
	118	3	19.449	3,371.13	40,454.34
	118	4	20.420	3,539.36	42,473.09
	118	5	21.440	3,716.17	44,594.91
LICENSED VOCATIONAL NURSE	274	1	27.237	4,721.05	56,653.69
	274	2	28.600	4,957.28	59,488.52
	274	3	30.029	5,204.97	62,460.80
	274	4	31.532	5,465.35	65,585.56
	274	5	33.108	5,738.64	68,864.94
MAINT/CONST SPVR-ROAD	236	1	28.158	4,880.58	58,568.06
	236	2	29.563	5,124.10	61,490.41
	236	3	31.042	5,380.50	64,567.18
	236	4	32.594	5,649.56	67,796.02
	236	5	34.225	5,932.29	71,188.79
MAINTENANCE SPVR-FAC	184	1	28.167	4,882.16	58,587.07
	184	2	29.576	5,126.47	61,518.92
	184	3	31.056	5,382.88	64,595.69
	184	4	32.608	5,651.93	67,824.53
	184	5	34.237	5,934.26	71,212.55
MAINTENANCE WRKR I-FAC	124	1	18.352	3,180.90	38,171.44
	124	2	19.269	3,339.81	40,078.51
	124	3	20.233	3,506.96	42,084.37
	124	4	21.246	3,682.52	44,191.17
	124	5	22.305	3,866.14	46,394.60
MAINTENANCE WRKR I-ROAD	237	1	18.352	3,180.90	38,171.44
	237	2	19.269	3,339.81	40,078.51
	237	3	20.233	3,506.96	42,084.37
	237	4	21.246	3,682.52	44,191.17
	237	5	22.305	3,866.14	46,394.60

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
EXECUTIVE ASSISTANT	266	1	25.678	4,450.82	53,410.81
	266	2	26.965	4,673.81	56,086.72
	266	3	28.311	4,907.17	58,887.19
	266	4	29.728	5,152.71	61,833.70
	266	5	31.215	5,410.41	64,926.24
FIRE PREVENTION INSPECTOR I	183	1	18.628	3,228.73	38,745.49
	183	2	19.559	3,390.17	40,682.84
	183	3	20.537	3,559.67	42,716.84
	183	4	21.564	3,737.66	44,852.84
	183	5	22.642	3,924.54	47,095.36
FIRE PREVENTION INSPECTOR II	185	1	23.774	4,120.79	49,450.42
	185	2	24.963	4,326.83	51,922.96
	185	3	26.211	4,543.18	54,519.19
	185	4	27.522	4,770.34	57,245.13
	185	5	28.898	5,008.84	60,107.25
GIS SPECIALIST I	254	1	26.755	4,637.47	55,650.76
	254	2	28.090	4,868.88	58,427.61
	254	3	29.497	5,112.80	61,354.78
	254	4	30.971	5,368.18	64,419.41
	254	5	32.519	5,636.45	67,638.66
GIS SPECIALIST II	256	1	29.429	5,100.98	61,213.04
	256	2	30.902	5,356.19	64,275.52
	256	3	32.446	5,623.92	67,488.33
	256	4	34.069	5,905.25	70,864.36
	256	5	35.774	6,200.72	74,410.04
INFORMATION SYS SPECIALIST I	209	1	29.428	5,100.81	61,210.90
	209	2	30.901	5,356.01	64,273.37
	209	3	32.445	5,623.74	67,486.18
	209	4	34.068	5,905.07	70,862.21
	209	5	35.773	6,200.53	74,407.90
INFORMATION SYS SPECIALIST II	207	1	35.935	6,228.64	74,745.07
	207	2	37.731	6,539.86	78,479.75
	207	3	39.618	6,867.00	82,405.56
	207	4	41.601	7,210.78	86,531.10
	207	5	43.679	7,570.86	90,852.07
JUNIOR ENGINEER	214	1	31.091	5,389.47	64,674.97
	214	2	32.646	5,658.46	67,902.82
	214	3	34.277	5,941.22	71,296.02
	214	4	35.991	6,238.30	74,861.04
	214	5	37.791	6,550.23	78,604.31
KITCHEN ASSISTANT	100	1	12.558	2,176.73	26,121.26
	100	2	13.188	2,285.89	27,431.29
	100	3	13.848	2,400.25	28,803.61
	100	4	14.539	2,519.98	30,240.36
	100	5	15.269	2,646.50	31,758.71

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ELIGIBILITY SUPERVISOR	190	1	25.845	4,479.63	53,756.58
	190	2	27.138	4,703.87	56,447.52
	190	3	28.495	4,939.03	59,269.46
	190	4	29.922	5,186.35	62,237.45
	190	5	31.415	5,445.14	65,342.88
ENGINEERING TECH I	156	1	21.539	3,733.35	44,801.08
	156	2	22.615	3,919.83	47,038.88
	156	3	23.746	4,115.98	49,392.65
	156	4	24.934	4,321.79	51,862.39
	156	5	26.182	4,538.15	54,458.84
ENGINEERING TECH II	179	1	24.466	4,240.71	50,889.53
	179	2	25.688	4,452.43	53,430.14
	179	3	26.971	4,674.88	56,099.61
	179	4	28.321	4,908.96	58,908.67
	179	5	29.735	5,153.96	61,848.73
ENGINEERING TECH III	198	1	27.032	4,685.43	56,226.32
	198	2	28.388	4,920.42	59,046.11
	198	3	29.804	5,165.95	61,992.62
	198	4	31.295	5,424.37	65,093.76
	198	5	32.860	5,695.68	68,349.52
ENGINEERING TECH TRAINEE	127	1	17.998	3,119.51	37,434.82
	127	2	18.895	3,275.03	39,301.08
	127	3	19.839	3,438.78	41,266.13
	127	4	20.834	3,611.12	43,334.27
	127	5	21.871	3,790.98	45,492.61
EQUIPMENT MECH/HVY EQUIP	168	1	22.587	3,915.00	46,980.90
	168	2	23.715	4,110.61	49,328.22
	168	3	24.898	4,315.52	51,787.23
	168	4	26.147	4,532.07	54,385.82
	168	5	27.451	4,758.09	57,098.24
EQUIPMENT MECHANIC SUPERVISOR	261	1	25.460	4,413.05	52,957.67
	261	2	26.735	4,633.89	55,607.81
	261	3	28.072	4,865.66	58,388.95
	261	4	29.475	5,108.86	61,307.54
	261	5	30.947	5,364.06	64,370.01
EQUIPMENT OPERATOR - SOLID WST	258	1	20.865	3,616.49	43,398.70
	258	2	21.907	3,797.06	45,565.63
	258	3	23.003	3,987.12	47,846.38
	258	4	24.153	4,186.49	50,238.81
	258	5	25.361	4,395.87	52,751.50
EQUIPMENT SERVICE WORKER	177	1	17.817	3,088.19	37,058.99
	177	2	18.708	3,242.60	38,911.93
	177	3	19.643	3,404.72	40,857.45
	177	4	20.625	3,574.97	42,900.46
	177	5	21.656	3,753.57	45,043.76

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
CUSTODIAN	107	1	16.116	2,793.44	33,521.89
	107	2	16.923	2,933.21	35,199.16
	107	3	17.770	3,080.13	36,962.34
	107	4	18.656	3,233.69	38,804.98
	107	5	19.590	3,395.47	40,746.41
DEP TREASURER	188	1	25.460	4,413.05	52,957.67
	188	2	26.735	4,633.89	55,607.81
	188	3	28.072	4,865.66	58,388.95
	188	4	29.475	5,108.86	61,307.54
	188	5	30.947	5,364.06	64,370.01
DEVELOPMENT SRVS TECH	150	1	20.644	3,578.19	42,939.11
	150	2	21.676	3,757.15	45,086.71
	150	3	22.760	3,945.07	47,341.69
	150	4	23.897	4,142.10	49,706.20
	150	5	25.093	4,349.34	52,193.12
DISTRICT ATTY INVEST/ASST	178	1	24.466	4,240.71	50,889.53
	178	2	25.688	4,452.43	53,430.14
	178	3	26.971	4,674.88	56,099.61
	178	4	28.321	4,908.96	58,908.67
	178	5	29.735	5,153.96	61,848.73
ELECTIONS CLERK I	123	1	17.819	3,088.55	37,063.28
	123	2	18.706	3,242.28	38,908.07
	123	3	19.642	3,404.60	40,855.94
	123	4	20.625	3,574.97	42,900.46
	123	5	21.655	3,753.40	45,041.61
ELECTIONS CLERK II	143	1	19.687	3,412.29	40,948.29
	143	2	20.671	3,582.85	42,994.95
	143	3	21.706	3,762.35	45,148.99
	143	4	22.792	3,950.61	47,408.27
	143	5	23.930	4,147.83	49,774.93
ELIGIBILITY SPECIALIST I	113	1	17.204	2,981.88	35,783.31
	113	2	18.067	3,131.50	37,578.70
	113	3	18.970	3,288.09	39,457.85
	113	4	19.917	3,452.21	41,427.20
	113	5	20.912	3,624.73	43,497.49
ELIGIBILITY SPECIALIST II	133	1	18.824	3,262.68	39,152.90
	133	2	19.765	3,425.90	41,111.51
	133	3	20.752	3,596.98	43,164.61
	133	4	21.789	3,776.66	45,320.80
	133	5	22.879	3,965.65	47,588.67
ELIGIBILITY SPECIALIST III	149	1	20.593	3,569.42	42,833.88
	149	2	21.623	3,747.85	44,975.04
	149	3	22.702	3,934.87	47,219.28
	149	4	23.839	4,132.09	49,585.94
	149	5	25.030	4,338.43	52,062.12

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
CHILD SUPT LEGAL SEC II	135	1	18.915	3,278.61	39,344.03
	135	2	19.862	3,442.72	41,313.38
	135	3	20.852	3,614.34	43,372.93
	135	4	21.898	3,795.64	45,548.45
	135	5	22.994	3,985.51	47,827.05
CHILD SUPT SPCLST I	223	1	21.114	3,659.62	43,916.27
	223	2	22.170	3,842.70	46,113.27
	223	3	23.278	4,034.72	48,417.64
	223	4	24.442	4,236.60	50,840.13
	223	5	25.664	4,448.31	53,380.75
CHILD SUPT SPCLST II	174	1	23.273	4,033.83	48,406.90
	174	2	24.435	4,235.35	50,825.10
	174	3	25.660	4,447.60	53,372.16
	174	4	26.941	4,669.69	56,037.33
	174	5	28.288	4,903.24	58,839.94
CHILD SUPT SPCLST III	189	1	25.845	4,479.63	53,756.58
	189	2	27.138	4,703.87	56,447.52
	189	3	28.495	4,939.03	59,269.46
	189	4	29.922	5,186.35	62,237.45
	189	5	31.415	5,445.14	65,342.88
CLINICAL PSYCHOLOGIST	202	1	29.135	5,049.99	60,600.98
	202	2	30.593	5,302.68	63,633.39
	202	3	32.121	5,567.55	66,811.84
	202	4	33.731	5,846.55	70,159.94
	202	5	35.416	6,138.62	73,664.83
CODE COMPLIANCE TECHNICIAN	212	1	26.206	4,542.27	54,508.24
	212	2	27.516	4,769.37	57,233.54
	212	3	28.890	5,007.57	60,092.00
	212	4	30.336	5,258.12	63,098.64
	212	5	31.854	5,521.19	66,255.61
COMMUNITY DESIGN DEVEL PLANNER	171	1	31.210	5,409.70	64,917.65
	171	2	32.772	5,680.29	68,164.82
	171	3	34.410	5,964.31	71,573.07
	171	4	36.130	6,262.46	75,150.97
	171	5	37.936	6,575.47	78,907.12
COMNTY MENTAL HLTH NURSE	213	1	30.937	5,362.28	64,348.54
	213	2	32.482	5,630.18	67,563.50
	213	3	34.107	5,911.69	70,941.67
	213	4	35.813	6,207.51	74,491.65
	213	5	37.602	6,517.48	78,211.30
COMRCL TRUCK DRVR/EQ MECH	138	1	22.587	3,915.00	46,980.90
	138	2	23.715	4,110.61	49,328.22
	138	3	24.898	4,315.52	51,787.23
	138	4	26.147	4,532.07	54,385.82
	138	5	27.451	4,758.09	57,098.24

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
AUDITOR-APPRAISER	276	1	30.440	5,276.20	63,315.54
	276	2	31.962	5,539.98	66,481.11
	276	3	33.560	5,817.02	69,805.59
	276	4	35.238	6,107.84	73,295.44
	276	5	37.001	6,413.32	76,961.39
BUILDING INSPECTOR	186	1	25.208	4,369.39	52,433.65
	186	2	26.470	4,588.08	55,058.02
	186	3	27.792	4,817.15	57,806.95
	186	4	29.182	5,058.04	60,697.62
	186	5	30.640	5,310.91	63,732.18
CADASTRAL DRAFT TECH I	164	1	22.140	3,837.51	46,050.99
	164	2	23.248	4,029.54	48,355.36
	164	3	24.408	4,230.69	50,769.26
	164	4	25.628	4,442.04	53,305.58
	164	5	26.910	4,664.32	55,972.90
CADASTRAL DRAFT TECH II	173	1	23.273	4,033.83	48,406.90
	173	2	24.435	4,235.35	50,825.10
	173	3	25.660	4,447.60	53,372.16
	173	4	26.941	4,669.69	56,037.33
	173	5	28.288	4,903.24	58,839.94
CHILD SUPT ACCOUNT TECH	167	1	22.587	3,915.00	46,980.90
	167	2	23.715	4,110.61	49,328.22
	167	3	24.898	4,315.52	51,787.23
	167	4	26.147	4,532.07	54,385.82
	167	5	27.451	4,758.09	57,098.24
CHILD SUPT ACCT SPCLIST	199	1	26.500	4,593.27	55,120.30
	199	2	27.825	4,822.88	57,875.67
	199	3	29.213	5,063.41	60,762.05
	199	4	30.676	5,316.99	63,805.20
	199	5	32.211	5,583.12	66,998.68
CHILD SUPT ASSISTANT I	224	1	13.470	2,334.75	28,017.59
	224	2	14.143	2,451.43	29,417.82
	224	3	14.851	2,574.21	30,891.08
	224	4	15.593	2,702.70	32,433.06
	224	5	16.372	2,837.82	34,054.49
CHILD SUPT ASSISTANT II	104	1	14.887	2,580.29	30,964.10
	104	2	15.628	2,708.78	32,506.07
	104	3	16.408	2,844.08	34,129.66
	104	4	17.232	2,986.90	35,843.44
	104	5	18.091	3,135.80	37,630.25
CHILD SUPT LEGAL SEC I	126	1	17.998	3,119.51	37,434.82
	126	2	18.895	3,275.03	39,301.08
	126	3	19.839	3,438.78	41,266.13
	126	4	20.834	3,611.12	43,334.27
	126	5	21.871	3,790.98	45,492.61

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
APPRAISER I	172	1	23.042	3,993.93	47,927.99
	172	2	24.196	4,193.83	50,326.86
	172	3	25.404	4,403.21	52,839.55
	172	4	26.675	4,623.51	55,483.25
	172	5	28.007	4,854.38	58,253.65
APPRAISER II	187	1	25.460	4,413.05	52,957.67
	187	2	26.735	4,633.89	55,607.81
	187	3	28.072	4,865.66	58,388.95
	187	4	29.475	5,108.86	61,307.54
	187	5	30.947	5,364.06	64,370.01
APPRAISER III	201	1	28.991	5,024.93	60,300.31
	201	2	30.440	5,276.20	63,315.54
	201	3	31.963	5,540.17	66,483.25
	201	4	33.561	5,817.20	69,807.74
	201	5	35.238	6,107.84	73,295.44
ASSESSMT/RECORD CLK I	108	1	15.883	2,753.00	33,036.53
	108	2	16.680	2,891.15	34,694.48
	108	3	17.511	3,035.22	36,423.30
	108	4	18.387	3,186.98	38,244.46
	108	5	19.305	3,346.07	40,153.68
ASSESSMT/RECORD CLK II	114	1	17.462	3,026.63	36,320.21
	114	2	18.335	3,178.02	38,137.08
	114	3	19.251	3,336.77	40,042.00
	114	4	20.214	3,503.74	42,045.71
	114	5	21.225	3,678.94	44,148.21
ASSESSMT/RECORD CLK III	220	1	19.085	3,307.95	39,696.24
	220	2	20.039	3,473.32	41,680.62
	220	3	21.041	3,647.09	43,765.94
	220	4	22.092	3,829.27	45,952.20
	220	5	23.197	4,020.77	48,250.13
ASSOCIATE ENGINEER	219	1	34.357	5,955.18	71,463.54
	219	2	36.075	6,252.80	75,035.00
	219	3	37.877	6,565.26	78,784.71
	219	4	39.770	6,893.30	82,721.26
	219	5	41.759	7,238.17	86,859.68
ASSOCIATE PLANNER	210	1	29.724	5,151.99	61,825.11
	210	2	31.210	5,409.70	64,917.65
	210	3	32.773	5,680.47	68,166.97
	210	4	34.409	5,964.13	71,570.92
	210	5	36.129	6,262.28	75,148.82
ASST PLANNER	182	1	24.708	4,282.59	51,392.07
	182	2	25.946	4,497.17	53,967.04
	182	3	27.241	4,721.77	56,662.28
	182	4	28.604	4,957.99	59,497.11
	182	5	30.035	5,206.04	62,473.68

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
AG/STND INSPECTOR II	197	1	27.032	4,685.43	56,226.32
	197	2	28.388	4,920.42	59,046.11
	197	3	29.804	5,165.95	61,992.62
	197	4	31.295	5,424.37	65,093.76
	197	5	32.860	5,695.68	68,349.52
AG/STND PROGRAM TECH I	154	1	21.756	3,770.94	45,252.08
	154	2	22.842	3,959.20	47,511.35
	154	3	23.986	4,157.50	49,890.90
	154	4	25.187	4,365.63	52,388.55
	154	5	26.442	4,583.25	55,000.04
AG/STND PROGRAM TECH II	121	1	23.930	4,147.83	49,774.93
	121	2	25.126	4,355.07	52,261.85
	121	3	26.385	4,573.22	54,879.77
	121	4	27.704	4,801.94	57,624.40
	121	5	29.086	5,041.40	60,497.89
ALCOHOL/DRUG ASST I	106	1	15.648	2,712.19	32,546.88
	106	2	16.430	2,847.84	34,174.76
	106	3	17.250	2,989.93	35,879.95
	106	4	18.112	3,139.37	37,673.20
	106	5	19.019	3,296.50	39,558.79
ALCOHOL/DRUG ASST II	116	1	17.637	3,057.05	36,685.30
	116	2	18.518	3,209.70	38,517.21
	116	3	19.449	3,371.13	40,454.34
	116	4	20.420	3,539.36	42,473.09
	116	5	21.440	3,716.17	44,594.91
ALCOHOL/DRUG SPEC I	117	1	19.491	3,378.34	40,540.93
	117	2	20.464	3,547.04	42,565.36
	117	3	21.493	3,725.44	44,706.09
	117	4	22.566	3,911.34	46,937.01
	117	5	23.693	4,106.74	49,281.84
ALCOHOL/DRUG SPEC II	139	1	21.539	3,733.35	44,801.02
	139	2	22.616	3,920.04	47,041.43
	139	3	23.749	4,116.43	49,398.13
	139	4	24.938	4,322.51	51,871.12
	139	5	26.183	4,538.28	54,460.41
ALCOHOL/DRUG SPEC III	155	1	23.803	4,125.73	49,509.68
	155	2	24.992	4,331.81	51,982.67
	155	3	26.242	4,548.57	54,583.82
	155	4	27.554	4,776.01	57,313.13
	155	5	28.934	5,015.11	60,182.46
ANIMAL CONTROL OFFICER	148	1	20.593	3,569.42	42,833.88
	148	2	21.623	3,747.85	44,975.04
	148	3	22.702	3,934.87	47,219.28
	148	4	23.839	4,132.09	49,585.94
	148	5	25.030	4,338.43	52,062.12

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ACCOUNT CLERK I	103	1	14.887	2,580.29	30,964.10
	103	2	15.628	2,708.78	32,506.07
	103	3	16.408	2,844.08	34,129.66
	103	4	17.232	2,986.90	35,843.44
	103	5	18.091	3,135.80	37,630.25
ACCOUNT CLERK II	109	1	15.961	2,766.59	33,199.75
	109	2	16.761	2,905.11	34,861.99
	109	3	17.597	3,050.07	36,601.55
	109	4	18.478	3,202.72	38,433.45
	109	5	19.405	3,363.43	40,361.99
ACCOUNTANT I	181	1	24.708	4,282.59	51,392.07
	181	2	25.946	4,497.17	53,967.04
	181	3	27.241	4,721.77	56,662.28
	181	4	28.604	4,957.99	59,497.11
	181	5	30.035	5,206.04	62,473.68
ACCOUNTANT II	193	1	28.398	4,922.21	59,067.59
	193	2	29.819	5,168.46	62,022.69
	193	3	31.308	5,426.71	65,121.67
	193	4	32.874	5,698.01	68,377.44
	193	5	34.520	5,983.28	71,800.71
ACCOUNTING TECH I	130	1	18.542	3,213.82	38,566.60
	130	2	19.468	3,374.35	40,493.00
	130	3	20.444	3,543.47	42,522.48
	130	4	21.465	3,720.47	44,646.46
	130	5	22.539	3,906.76	46,882.11
ACCOUNTING TECH II	147	1	20.490	3,551.52	42,619.12
	147	2	21.514	3,729.06	44,749.54
	147	3	22.590	3,915.54	46,987.34
	147	4	23.720	4,111.32	49,336.81
	147	5	24.907	4,317.13	51,806.55
ACCOUNTING TECH III	166	1	22.587	3,915.00	46,980.90
	166	2	23.715	4,110.61	49,328.22
	166	3	24.898	4,315.52	51,787.23
	166	4	26.147	4,532.07	54,385.82
	166	5	27.451	4,758.09	57,098.24
ADMINISTRATIVE TECHNICIAN	268	1	26.284	4,555.86	54,671.45
	268	2	27.599	4,783.69	57,405.35
	268	3	28.979	5,022.96	60,276.69
	268	4	30.426	5,273.69	63,285.48
	268	5	31.948	5,537.48	66,451.04
AG/STND INSPECTOR I	218	1	25.725	4,458.87	53,507.45
	218	2	27.008	4,681.32	56,176.92
	218	3	28.360	4,915.59	58,988.13
	218	4	29.775	5,160.94	61,932.49
	218	5	31.265	5,419.19	65,031.48

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ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on November 1, 2019, and shall continue in full force and effect through October 31, 2023. The parties agree that meet and confer on a successor Memorandum of Understanding is completed. This Memorandum of Understanding shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Dec 18 2019
Date

Richard C. Bolanos, County Negotiator
Liebert Cassidy Whitmore

Approved as to Form:

Steven W. Dahlem
County Counsel

For the Union

Kevin Smith
SEIU

12-10-19
Date

Darryl Nielsen
Negotiating Team Member

Susan Seed
Negotiating Team Member

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Meyers-Milias-Brown Act and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

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Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances, rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting matters within the scope of representation under the

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counsel and the administrative officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

The County and the Union agree to establish a joint Labor/Management Safety Committee. The Committee will be comprised of 4 representatives from each side. The Committee shall meet at least twice per year. The purpose of the Committee is to identify health and safety hazards in the workplace and to make recommendations to the County Administrative Officer for their corrections.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding, the County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

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Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the administrative officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step Two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievances time limits, the grievances shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file kept at their department. Like the centrally located personnel file, the department file contains private and confidential information and shall be maintained in a secure manner.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the human resources director, county

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appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration. Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

The County and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

14.3.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in this Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on aggrieved employee, the Union and the County.

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14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One. Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.
7. The specific adverse impact on one or more bargaining unit members.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits. In the event the department head grants the grievance in a manner that requires the payment of any County funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative/steward at the meeting.

14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one. The County shall mail the written decision via certified mail, return receipt or may effect personal service.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative/steward. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the

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13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail to the charges upon which the suspension was based within one (1) working day after suspension;

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the department head;

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding, which has had an adverse impact on one or more bargaining unit members.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

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Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.3.7 - Arbitrator Authority – The jurisdiction and authority of the arbitrator and his or her opinion and award shall be limited to reviewing the factual and legal basis for the discipline and any affirmative defenses submitted by the employee appealing the decision. Should the arbitrator find insufficient evidence to sustain the misconduct charged by the County, he or she shall have the authority to reverse or modify the disciplinary penalty. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify an provision of this MOU; to impose on either party a limitation or obligation not explicitly provided for in this MOU; or to establish or alter any wage structure.

Subject to jurisdictional limitation provided above, the decision of the arbitrator shall be final and binding on the parties.

For those County employees subject to the State Merit System Services, Government Code section 17550-17566, the right to disciplinary arbitration as provided in section 13.3.6 above shall be subject to the request and approval process under Government Code section 17567 to authorize use of a local agency appeal procedure rather than the procedures in section 17552-17566.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head, and in writing.

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Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head believes there is just cause for disciplinary action against an employee, the department head shall give the employee a written notice of the action. Notification to a permanent employee of disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

13.3.5 – Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union/steward and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

13.3.6 - Disciplinary Arbitration – In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date of the County Administrative Officer's written decision. Any such appeal must be submitted directly to the County Administrative Officer.

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on county property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs, or not available if officially on call;

13.1.7 - Misuse of county property or damage to county property resulting from misuse or negligence;

13.1.8 - Violation of a county and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head.

13.2.6 - When a response is made to a proposed disciplinary action, the department head shall consider said response prior to making a final decision regarding the proposed action.

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ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have a Union representative/steward present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Whenever there is a disciplinary matter under investigation, the affected employee will be notified as soon as practicable and appropriate that he or she is subject to investigation.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

13.1.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in county work areas;

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12.4.2 - Displacement. In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Order of Layoff, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall. The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies. When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current county employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List. No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

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of the department head concerning the reclassification issue shall not be subject to grievance or appeal.

Section 11.3 – Merit System

Merit System rules concerning reclassification shall continue to apply to those employees covered by the State Merit System.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Permanent part-time employees in the inverse order of seniority;
d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions. In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to be filled in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

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approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any preregistration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within 30 days of the canceled event. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).

2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Employees who are assigned out-of-class work on a temporary basis due to vacation, illness or other short-term leaves, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work due to a vacancy or long term leave, and employees who are performing out of class work on a regular or recurring basis, as defined above, in addition to their regular duties, shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

Section 11.2 - Procedures

When it appears that there has been a change in the duties and responsibilities of a position, a department head may request a reclassification during the budget request process.

An employee, with or without his/her representative, may notify and discuss with his or her department head of the need for reclassification prior to the budget request process. The decision

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10.1.3 - Employee Expenses. Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate. The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 - Out-of-County Meals. Employees who because of County business are required to eat away from home shall be reimbursed as set out below:
An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars ($44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of $44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging. Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses. All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance. A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-county travel shall be advanced to any county employee, upon request of the employee and

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12. Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees.

13. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8 and 11 occurs.

14. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8 and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday. All County employees are entitled to a personal holiday which will be allocated on January 1 of each year to be taken in that calendar year; all new employees of the County are entitled to a personal holiday after their one (1) year anniversary to be taken within the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive eight (8) hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate. Employees who use their own vehicles for in-County business shall be reimbursed at the current IRS mileage rate, as amended from time to time, from point of origin approved by the department head.

10.1.2 - Meals. If because of County business an employee provides a meal for another person, the employee may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven dollars ($37.00) per day. All expenses are to be approved by the department head and accompanied by receipts, acceptable to the Auditor.

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disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.15 - Payment for Earned Annual Leave upon Termination. Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business. No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees, representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day
2. Third Monday in January, known as "Martin Luther King's Day"
3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. Second Monday in October, known as "Columbus Day"
8. November 11th, known as "Veterans Day"
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. December 25th, known as "Christmas Day"

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a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.6.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty. Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Leave Without Pay. With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for up to five (5) days, with a limit of five (5) days per fiscal year. Leave of absence without pay beyond the five-day period for an indefinite period not to exceed 30 days must be approved by the department head and Human Resources Director. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

8.3.13 - Unpaid Leave. The employee shall not be entitled to any compensation for this type of leave and it must be approved by the Human Resources Director. Medical, dental and other insurance may be continued, but at no cost to the County, with the exception of Family Medical Leave. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

8.3.14 - Failure to Return from Leave at Scheduled Time. Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered as absence without leave and subject the employee to

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ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards.
The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time.
The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union as described below.

5.1.3 - Labor Negotiations.
The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than three (3) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case the ground rules on release time will govern for those negotiations only.

5.1.3.1 – Compensated Time Off: Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their available paid leave to attend scheduled negotiations.

5.1.3.2 - Resource Members: Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using available paid leave.

5.1.4 – Grievance Processing.
The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews.
One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where

the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards.
The Union shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution.
The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt County business.

5.2.3 – Facilities.
County facilities shall be made available to the Union for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing County rates may be made to offset the cost of such use.

5.2.4 - Names and Addresses of Covered Workers.
The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge.

5.2.5 - Notification of Union Coverage.
The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding.
The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

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Section 5.3 - Union Security

The County will deduct from the salary or wages of Union members the monthly Union membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by the Union, as certified in writing to the County, and pay such amounts to the Union.

5.3.1 - The County shall implement new, changed, or discontinued deductions as soon as possible following a request by the Union, but in no event more than fifteen (15) days after the Union's request.

5.3.2 - The Union shall indemnify and hold the County harmless from any and all claims or actions from employees for deductions made in reliance on the Union's certification or information provided to the County regarding cancellations or changes to employee deductions.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees hired after November 7, 2017, who are appointed to a classification within the MCMCO bargaining unit. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

5.4.2 - Union and Employee Participation

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall

excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

5.4.3 – Information Provided

The County will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the County has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

The Union acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home telephone number

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- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - Wage Increase.
Wages for employees covered by this MOU shall be increased across the board as follows:

Three and one-quarter percent (3.25%) effective November 1, 2019.
Three and one-half percent (3.50%) effective November 1, 2020.

Salary increases for years 3 and 4 of the MOU, which will be effective November 1, 2021 and November 1, 2022, respectively, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase each year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2021 or 2022, respectively.

The actual percentage of growth in the County's General Purpose Revenue between Fiscal Years 2019-20 and 2020-21 for Year 3 salary adjustment; and between Fiscal Years 2020-21 and 2021-22 for Year 4 salary adjustment.

6.1.2 – Equity Adjustments
Effective November 1, 2019, provide equity adjustments as follows:
Chief Deputy County Clerk – 15.04%

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments.
Employees shall be paid on the last working day of each calendar month.

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6.2.2 - Merit Advancement Within Range.
An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations. An employee who has served an extended probationary period may be advanced to the next higher step of the salary range on the effective date the employee has successfully completed the extended probation period and each year thereafter he/she serves in that specific classification.

6.2.3 – Promotion.
When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 – Demotion.
When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 – Transfer.
An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification.
The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the affected employee shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination.
An employee who terminates his/her employment or is terminated with the County shall

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receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

6.2.8 - Compaction.
It is in the County's interest to minimize salary range compaction. In this regard, the County's objective is to maintain a 10% spread between unit member salary steps and the highest supervised employee salary step. It is understood and agreed that this objective is not to be construed as imposing a mandate on the County to take any particular action or effectuate any particular changes in this regard.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation.
On-call compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to the approval of the administrative officer. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

Employees assigned to on-call duty shall receive one dollar and fifty cents ($1.50) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

During the term of the 2013/2014 MOU, the Parties reopened the agreement to allow the Parties to discuss the nature, scope, and applicability of the on-call language in this section, particularly with respect to classifications in the bargaining unit that may be directly impacted by on-call duties and responsibilities. The Parties agreed that the Fleet Superintendent classification and the Senior Information System Specialist classification are the two classifications that are subject to the provisions of this section. During the term of the 2017-2019 MOU, the Parties identified and agreed that the Social Worker Supervisor II classification shall also be subject to the provisions of this section. There are no other classifications to which on-call compensation is applicable.

6.3.2 - Shift Differential.
Employees shall receive shift differential as follows:

6.3.2.1 - Fifteen cents ($.15) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.2 - Thirty cents ($.30) per hour for all hours worked between 9:00 PM and 8:00

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AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential.
The County agrees to provide an allowance for split shift differential of $10 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay.
Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate.

6.3.5 - Educational Incentive Program.
Employees shall be eligible for tuition reimbursement up to a maximum of $200 per semester provided they have received prior approval by their Department Head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objectives defined in Section 8.3.6.

6.3.5.1 Stipends. The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA).
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology.

6.3.6 - Foul Weather and Safety Gear.
Employees who are required to work outdoors in inclement weather or required to use safety gear, may be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head.

Section 6.4 - Benefits

6.4.1 – Insurance.

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

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6.4.1.2 - County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be Five Hundred Dollars ($500) per employee or annuitant per month.

6.4.1.3 - Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover 100% of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per employee per month for the term of the MOU.

6.4.1.4 - Life Insurance. The County will pay Thirty Thousand Dollars ($30,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 - State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

6.4.1.6 - Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a monthly cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

	Effective 12/1/2019	Effective 12/1/2020	Effective 12/1/2021	Effective 12/1/2022
Medical Non-Participant	$684.62	$684.62	$684.62	$684.62
Participant	$746.35	$783.67	$822.85	$863.99

6.4.2 - Maintenance of Benefits.
The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves.
During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee

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must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement.

The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011

For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
ii. Final compensation based on the single highest year.
iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013

This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.
iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November

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1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members

For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before the date the required resolution is adopted, who retire at or after age 50 with five years' service will continue to get the County contribution toward employee plus one, as provided in current County policy.

6.4.5 - Longevity Pay

6.4.5.1 For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.1.3 - Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

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6.4.5.2 Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 For ten (10) years of continuous service, an additional annual Six Hundred Dollars ($600.00) will be paid to the employee.

6.4.5.2.2 For fifteen (15) years of continuous service, an additional annual Eight Hundred and Fifty Dollars ($850.00) will be paid to the employee.

6.4.5.2.3 For twenty (20) years of continuous services, an additional annual One Thousand One Hundred Dollars ($1,100.00) will be paid to the employee.

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee.

6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

Section 6.5 - Workers' Compensation/State Disability

6.5.1 - Eligibility.

Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job. In the case of a non-industrial injury, leave is discretionary with the employee's department head.

6.5.2 - Compensation.

An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.5.3 - Usage.

Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

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ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. At any time during the probationary period, the department head may relieve the individual from employment with the County. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her work satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 – Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6)

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months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

All employees shall be evaluated on a standardized personnel form. The County and Union agree to meet and consult to establish a standardized evaluation form to be used throughout the County.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action pursuant to the grievance procedure. The Union recognizes that probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

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Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy, the policy agreed to by the parties dated December 12, 2005.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours.
County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached in Appendix B).

8.1.2 - Rest Period.
An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid-point of the work period and not accumulated.

8.1.3 - Meal Periods.
Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If a non-exempt employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime.
Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one-half, at election of employee at the time of accrual. In the event of a declared emergency, employees shall only receive pay and not compensatory time off. Employees accruing compensatory time must take that time off within forty-five (45) days of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received but not worked, such as vacation, and authorized compensatory time off, shall be counted toward the base period. Sick leave shall not be included in the computation of overtime.

8.1.5 - Overtime Exempt Classifications.
Each of the represented classifications listed in Appendix A are considered salaried, overtime exempt classifications. Employees in the exempt classifications are compensated for meeting the requirements and performing the duties of their job. Such employees are deemed exempt from the overtime requirements set forth in Section 8.1.4 above. However, at the sole discretion of the County Administrator's Office, overtime exempt employees listed in

Appendix A may be paid at time and one-half their regular hourly rate for time worked in excess of forty (40) hours per workweek during a locally declared emergency.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - The department head or his/her designee shall meet with the Union and affected employees within the department regarding the proposed changes. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement.

8.2.3 - If agreement is reached, the department head shall implement the changes. If agreement is not reached, within thirty (30) calendar days of the parties' last meeting, the Union may request review of the proposed schedule change by the County Administrative Officer whose decision shall be final and binding.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action.

8.3.1 - Annual Leave.
Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-3 years of service	2 weeks
4-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned.
An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of occurrence.

8.3.2 - Vacation Accrual and Cash Out.

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of

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vacation. Accumulated vacation may be taken between anniversary dates with the approval of the Department Head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the Department Head.

8.3.2.2 Employees may cash out accrued vacation hours on an annual basis, up to a maximum of Forty (40) hours each year, as long as the employee has a minimum of Two Hundred Eighty (280) accrued vacation hours at the time the cash out is requested. The cash out option will be available during the month of November to eligible employees who submit a written request to the Human Resources Department to exercise the option by November 1 of each year. This section sunsets November 1, 2020.

Effective November 2, 2020:
8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Forty (40) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Eighty (280) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2020.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave
Employees shall be entitled to take only that sick leave time which has been earned. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of fifteen hundred (1,500) hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason

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of illness. In the event that said certificate is not provided within three (3) days from the date of demand, said department head shall report the fact of the demand for said certificate to the Human Resources Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave.

Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the department head.

8.3.3.1 - Personal Necessity
Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave
The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of six hundred (600) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. For the purpose of PERS retirement credit only, the current caps on sick leave accrual specified in sections 8.3.3.2.1 and 8.3.3.2.2 will be lifted; however, these two caps will remain for current employees electing sick leave pay-off rather than service credit conversion. Current employees will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of CalPERS; however, employees hired after June 30, 1996 will have the CalPERS program only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

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8.3.4 - Bereavement Leave

Employees will be allowed a maximum of five (5) days per calendar year for bereavement leave in the event of a death in the family. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next.

If bereavement leave is approved beyond the five (5) days, leave time will be drawn from the employee's vacation leave or Administrative Leave accrual.

8.3.5 - Illness Leave

This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave

This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within County service.

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the County. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

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Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.7 - Leave to Seek Office

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed twelve (12) months. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.8 - Military Leave

Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.3.9 - Compulsory Leave

If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.10 - Maternity Leave

Maternity leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head a two (2) week notice

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of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.7.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty

Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Administrative Leave

Each full time overtime-exempt employee shall be entitled to ninety-six (96) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.3.13 - Leave Without Pay

With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

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8.3.14 - Failure to Return from Leave at Scheduled Time.
Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered an absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.15 - Payment for Earned Annual Leave upon Termination
Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business
No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees or representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day
2. Third Monday in January, known as "Martin Luther King's Day"
3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. Second Monday in October, known as "Columbus Day"
8. November 11th, known as "Veterans Day"
9. Thanksgiving Day
10. The day after Thanksgiving Day

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11. December 25th, known as "Christmas Day"

12. Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees. The Thursday in November appointed as Thanksgiving Day shall be a legal holiday in Mariposa County.

13. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8, and 11 occurs.

14. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8, and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday.
All County employees are entitled to a personal holiday; all new employees of the County are entitled to a personal holiday after their one-year (1-year) anniversary in the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday.
Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate.
Employees who use their own vehicles for in- County business shall be reimbursed at the current IRS mileage rate, as amended from time to time, from point of origin approved by the department head.

10.1.2 - Meals.
If because of County business an employee provides a meal for another person, the employee

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may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven ($37.00) per day. All expenses are to be approved by the department head and accompanied by receipts, acceptable to the Auditor.

10.1.3 - Employee Expenses.
Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate.
The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 – Out-of-County Meals.
Employees who because of County business are required to eat away from home shall be reimbursed as set out below:
An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars ($44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of $44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging.
Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

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10.2.4 - Banquet Expenses.
All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance.
A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-County travel shall be advanced to any County employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre-registration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within thirty (30) calendar days of event for which the expense would have been incurred. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).
2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall forward all requests to the County Administrative Officer with a recommendation for approval or denial.

The County Administrative Officer shall consider such requests and recommend one of the following actions to the Board of Supervisors:

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Deny the request and direct the department head to assign only those duties to the employee that is within the employee's current job description;

Approve the request for reclassification;

Deny the request for reclassification.

At least 10 working days prior to the County Administrative Officer docketing his/her recommendation of one of these actions to the Board, the County shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

The Board shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Union may appeal the decision of the Board of Supervisors (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Union's or the County's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Union, the County shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates.
In the event a reclassification request is approved by the Board of Supervisors subsequent to either the administrative officer's recommendation or the arbitrator's decision, the effective date for the change shall be the December 1 following the date of the request.

11.3.2 - Out-of-Class Payments.
If the department head is directed to assign only those duties that are within the employee's current job description by the Board of Supervisors, or if the Board of Supervisors decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the County shall pay out of class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - Merit System.
Merit System rules shall apply to all affected employees who request reclassification.

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11.3.4 - One Year Bar.
If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned work of a higher level permanent position on a temporary basis due to a vacancy, illness, vacation or other type of leave, and employees who are performing work of a higher level but have been assigned their regular duties in accordance with Section 11.3.2, Out-of-Class Payments, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be as follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Regular employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

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Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions.
In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to fill in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement.
In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority in the subject job classification or series over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall.
The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies.
When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current county employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below

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12.6.3 - Deletion from List.
No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have an outside Union representative present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

13.1.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2 - Incompetence;

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13.1.3 - Insubordination;

13.1.4 - Dishonesty;

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of or under the influence of alcohol beverages while at work or in county work areas;

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call;

13.1.7 - Misuse of County property or damage to County property resulting from misuse or negligence;

13.1.8 - Violation of a County and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness/excessive absences.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

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13.2.5 - Said response shall be made to the department head.

13.2.6 - When a response is made to a proposed disciplinary action, the department head shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head believes there is just cause for disciplinary action against an employee, the department head shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and/or omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

Section 13.3.5 – Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

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Section 13.3.6 – Disciplinary Arbitration – In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date of the County Administrative Officer's written decision. Any such appeal must be submitted directly to the County Administrative Officer.

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit placing an employee on administrative leave prior to notice and a conference where such leave is required to protect persons or property in accordance with the following procedures provided, such leave is with pay until procedures in Section 13.4 have been followed.

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13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail of the charges upon which the suspension was based within one (1) working day after suspension;

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the department head;

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between the parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One.
Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;

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4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits. In the event the department head grants the grievance in a manner that requires the payment of any County funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative at the meeting.

14.3.2 - Step Two.
If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration.
Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

The County and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike

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names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

14.3.4 - Arbitrator Authority.
The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the County.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the County Administrative Officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step Two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

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14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by his/her immediate supervisor.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the Human Resources Director, County Counsel and the County Administrative Officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

Section 15.5 - No document, positive or negative, shall be placed in the employee's personnel file unless:

1. It contains the employee's signature acknowledging that the document is to be placed in the employee's personnel file; or

2. It is accompanied by a Personnel Action Form signed by the employee, which will remain permanently attached to the document; or

3. The employer has indicated on the document or the Personnel Action Form that the employee has refused to sign.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to

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unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances,

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rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give the Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

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ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on November 1, 2019, and shall continue in full force and effect through October 31, 2023, and shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date: 12/6/19

Richard C. Bolanos
County Negotiator

For the Union

Debbie Macias, Business Agent
AFSCME, Local 2703

Date: 12/11/19

Rob Iwama, Team Member
MCMCO

Rebecca Maietto, Team Member
MCMCO

Approved as to Form:

Steven W. Dahlem
County Counsel

Attachment: (8) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ACCOUNTANT II-CONF	305	1	28.398	4,922.21	59,067.59
	305	2	29.819	5,168.46	62,022.69
	305	3	31.308	5,426.71	65,121.67
	305	4	32.874	5,698.01	68,377.44
	305	5	34.520	5,983.28	71,800.71
ADMIN ANALYST I - CF	315	1	27.606	4,784.94	57,420.38
	315	2	28.986	5,024.22	60,291.72
	315	3	30.436	5,275.48	63,306.95
	315	4	31.957	5,539.09	66,470.37
	315	5	33.555	5,816.12	69,794.85
ADMIN ANALYST II - CF	316	1	31.019	5,376.59	64,520.35
	316	2	32.569	5,645.21	67,743.89
	316	3	34.198	5,927.62	71,132.81
	316	4	35.906	6,223.62	74,684.94
	316	5	37.705	6,535.37	78,426.06
ADMINISTRATIVE ANALYST I	457	1	27.606	4,784.94	57,420.38
	457	2	28.986	5,024.22	60,291.72
	457	3	30.436	5,275.48	63,306.95
	457	4	31.957	5,539.09	66,470.37
	457	5	33.555	5,816.12	69,794.85
ADMINISTRATIVE ANALYST II	458	1	31.019	5,376.59	64,520.35
	458	2	32.569	5,645.21	67,743.89
	458	3	34.198	5,927.62	71,132.81
	458	4	35.906	6,223.62	74,684.94
	458	5	37.705	6,535.37	78,426.06
ADMINISTRATIVE TECH-CF	303	1	26.284	4,555.86	54,671.45
	303	2	27.599	4,783.69	57,405.35
	303	3	28.979	5,022.96	60,276.69
	303	4	30.426	5,273.69	63,285.48
	303	5	31.948	5,537.48	66,451.04
ASSESSMT OFFICE MGR	158	1	25.518	4,423.08	53,077.93
	158	2	26.793	4,644.09	55,730.22
	158	3	28.135	4,876.57	58,519.95
	158	4	29.538	5,119.78	61,438.54
	158	5	31.014	5,375.70	64,509.61
ASST ASSESSOR/RECORDER	411	1	35.307	6,119.82	73,439.33
	411	2	37.073	6,425.86	77,111.73
	411	3	38.924	6,746.74	80,962.37
	411	4	40.869	7,083.90	85,008.45
	411	5	42.914	7,438.24	89,260.70
ASST AUDITOR	312	1	38.926	6,747.09	80,966.67
	312	2	40.870	7,084.08	85,010.60
	312	3	42.914	7,438.24	89,260.70
	312	4	45.060	7,810.32	93,725.56
	312	5	47.314	8,200.99	98,413.77

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ASST COUNTY COUNSEL	319	1	54.229	9,399.47	112,795.81
	319	2	56.940	9,869.45	118,435.63
	319	3	59.787	10,362.92	124,357.42
	319	4	62.777	10,881.07	130,575.37
	319	5	65.916	11,425.14	137,104.29
ASST DISTRICT ATTORNEY	465	1	51.230	8,879.61	106,557.47
	465	2	53.791	9,323.63	111,885.66
	465	3	56.481	9,789.82	117,480.16
	465	4	59.305	10,279.29	123,353.85
	465	5	62.270	10,793.27	129,521.76
ASST TREAS/TAX COLLECTOR	412	1	35.620	6,174.05	74,090.05
	412	2	37.400	6,482.58	77,792.51
	412	3	39.267	6,806.15	81,675.38
	412	4	41.234	7,147.08	85,766.55
	412	5	43.294	7,504.11	90,051.02
CHIEF DEPUTY COUNTY CLERK	446	1	35.685	6,185.23	74,224.21
	446	2	37.468	6,494.25	77,932.58
	446	3	39.342	6,819.14	81,831.18
	446	4	41.307	7,159.65	85,917.55
	446	5	43.376	7,518.29	90,221.34
CHIEF DEPUTY TREAS/TAX COLLCTR	445	1	31.019	5,376.59	64,520.35
	445	2	32.569	5,645.21	67,743.89
	445	3	34.198	5,927.62	71,132.81
	445	4	35.906	6,223.62	74,684.94
	445	5	37.705	6,535.37	78,426.06
CHILD SUPT SUPERVISOR	456	1	28.429	4,927.58	59,132.02
	456	2	29.851	5,174.00	62,089.26
	456	3	31.342	5,432.43	65,190.40
	456	4	32.909	5,704.10	68,450.45
	456	5	34.555	5,989.37	71,873.73
COUNTY ENGINEER	452	1	48.856	8,468.18	101,620.14
	452	2	51.299	8,891.61	106,701.36
	452	3	53.864	9,336.33	112,038.14
	452	4	56.558	9,803.25	117,641.23
	452	5	59.384	10,293.06	123,519.21
COUNTY SURVEYOR	432	1	44.329	7,683.61	92,205.06
	432	2	46.546	8,067.84	96,815.96
	432	3	48.874	8,471.40	101,658.79
	432	4	51.316	8,894.65	106,737.87
	432	5	53.882	9,339.38	112,074.65
COURT EXECUTIVE ASST	700	1	30.819	5,341.88	64,103.71
	700	2	32.359	5,608.71	67,305.78
	700	3	33.978	5,889.32	70,673.22
	700	4	35.675	6,183.54	74,203.88
	700	5	37.459	6,492.78	77,914.93

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
DEP AG COMMISSIONER/SLR	436	1	38.260	6,631.66	79,581.47
	436	2	40.174	6,963.28	83,560.97
	436	3	42.183	7,311.55	87,740.20
	436	4	44.293	7,677.34	92,129.89
	436	5	46.507	8,061.04	96,734.35
DEP CLERK OF THE BOARD I	318	1	19.169	3,322.63	39,872.34
	318	2	20.129	3,488.89	41,867.46
	318	3	21.134	3,663.20	43,959.22
	318	4	22.192	3,846.45	46,158.37
	318	5	23.300	4,038.67	48,464.89
DEP CLERK OF THE BOARD II	301	1	22.026	3,817.82	45,814.75
	301	2	23.126	4,008.42	48,101.94
	301	3	24.284	4,209.21	50,511.55
	301	4	25.498	4,419.49	53,034.98
	301	5	26.773	4,640.52	55,687.27
DEP DIRECTOR OF ADMIN SRVS HS	476	1	43.421	7,526.12	90,315.17
	476	2	45.594	7,902.84	94,835.87
	476	3	47.873	8,297.81	99,575.62
	476	4	50.266	8,712.65	104,553.76
	476	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF ADULT/AGING	474	1	43.421	7,526.12	90,315.17
	474	2	45.594	7,902.84	94,835.87
	474	3	47.873	8,297.81	99,575.62
	474	4	50.266	8,712.65	104,553.76
	474	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF BEHAVIORL HLTH	475	1	43.421	7,526.12	90,315.17
	475	2	45.594	7,902.84	94,835.87
	475	3	47.873	8,297.81	99,575.62
	475	4	50.266	8,712.65	104,553.76
	475	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF PUBLIC ASST	473	1	43.421	7,526.12	90,315.17
	473	2	45.594	7,902.84	94,835.87
	473	3	47.873	8,297.81	99,575.62
	473	4	50.266	8,712.65	104,553.76
	473	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF PUBLIC HEALTH	472	1	43.421	7,526.12	90,315.17
	472	2	45.594	7,902.84	94,835.87
	472	3	47.873	8,297.81	99,575.62
	472	4	50.266	8,712.65	104,553.76
	472	5	52.780	9,148.42	109,783.16
DEP DIRECTOR PUBLIC WORKS	453	1	48.015	8,322.51	99,871.99
	453	2	50.415	8,738.42	104,863.01
	453	3	52.935	9,175.27	110,105.30
	453	4	55.583	9,634.12	115,611.75
	453	5	58.361	10,115.71	121,390.94

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
DEP DISTRICT ATTY I	427	1	35.043	6,074.01	72,889.54
	427	2	36.795	6,377.71	76,534.02
	427	3	38.635	6,696.63	80,361.04
	427	4	40.566	7,031.28	84,377.06
	427	5	42.595	7,382.95	88,597.09
DEP DISTRICT ATTY II	430	1	40.474	7,015.36	84,185.92
	430	2	42.498	7,366.12	88,395.22
	430	3	44.623	7,734.44	92,814.98
	430	4	46.853	8,120.99	97,453.79
	430	5	49.196	8,527.06	102,326.70
DEP DISTRICT ATTY III	429	1	47.940	8,309.45	99,715.22
	429	2	50.339	8,725.17	104,704.09
	429	3	52.857	9,161.66	109,942.09
	429	4	55.499	9,619.63	115,437.80
	429	5	58.274	10,100.69	121,210.54
DEP PLANNING DIRECTOR	425	1	42.278	7,328.00	87,937.78
	425	2	44.391	7,694.34	92,333.91
	425	3	46.610	8,078.94	96,949.11
	425	4	48.941	8,482.85	101,796.24
	425	5	51.386	8,906.82	106,883.90
DIV DIR OF ADMIN SRVS HS	471	1	49.129	8,515.61	102,189.25
	471	2	51.586	8,941.36	107,298.39
	471	3	54.165	9,388.41	112,663.10
	471	4	56.872	9,857.65	118,294.10
	471	5	59.717	10,350.70	124,210.74
DIV DIR OF HEALTH SERVICES	469	1	49.129	8,515.61	102,189.25
	469	2	51.586	8,941.36	107,298.39
	469	3	54.165	9,388.41	112,663.10
	469	4	56.872	9,857.65	118,294.10
	469	5	59.717	10,350.70	124,210.74
DIV DIR OF HUMAN SERVICES	470	1	49.129	8,515.61	102,189.25
	470	2	51.586	8,941.36	107,298.39
	470	3	54.165	9,388.41	112,663.10
	470	4	56.872	9,857.65	118,294.10
	470	5	59.717	10,350.70	124,210.74
ENV HEALTH MANAGER	444	1	41.148	7,131.86	85,584.01
	444	2	43.200	7,487.82	89,855.58
	444	3	45.361	7,862.39	94,350.51
	444	4	47.628	8,255.40	99,066.64
	444	5	50.011	8,668.45	104,023.30
FAC AND REC SERVICES MANAGER	450	1	38.546	6,681.24	80,176.35
	450	2	40.476	7,015.71	84,190.22
	450	3	42.499	7,366.31	88,397.36
	450	4	44.623	7,734.44	92,814.98
	450	5	46.854	8,121.17	97,455.94

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
FISCAL OFFICER II	437	1	38.926	6,747.09	80,966.67
	437	2	40.870	7,084.08	85,010.60
	437	3	42.914	7,438.24	89,260.70
	437	4	45.060	7,810.32	93,725.56
	437	5	47.314	8,200.99	98,413.77
FLEET MANAGER	414	1	32.608	5,652.02	67,825.50
	414	2	34.236	5,934.07	71,210.12
	414	3	35.951	6,231.32	74,777.28
	414	4	37.747	6,542.72	78,514.11
	414	5	39.636	6,870.04	82,442.07
LEGAL EXECUTIVE ASSISTANT	454	1	27.606	4,784.94	57,420.38
	454	2	28.986	5,024.22	60,291.72
	454	3	30.436	5,275.48	63,306.95
	454	4	31.957	5,539.09	66,470.37
	454	5	33.555	5,816.12	69,794.85
LEGAL EXECUTIVE ASSISTANT CONF	313	1	27.606	4,784.94	57,420.38
	313	2	28.986	5,024.22	60,291.72
	313	3	30.436	5,275.48	63,306.95
	313	4	31.957	5,539.09	66,470.37
	313	5	33.555	5,816.12	69,794.85
NURSE PRACTITIONER	468	1	47.854	8,294.59	99,536.96
	468	2	50.247	8,709.24	104,512.95
	468	3	52.759	9,144.67	109,738.06
	468	4	55.397	9,601.91	115,225.18
	468	5	58.167	10,082.07	120,987.19
OFFICE ASSISTANT II-CONF	311	1	14.887	2,580.29	30,964.10
	311	2	15.628	2,708.78	32,506.07
	311	3	16.408	2,844.08	34,129.66
	311	4	17.232	2,986.90	35,843.44
	311	5	18.091	3,135.80	37,630.25
ON-CALL COORDINATOR	441	1	36.393	6,307.91	75,696.46
	441	2	38.214	6,623.61	79,484.82
	441	3	40.126	6,955.04	83,462.18
	441	4	42.134	7,303.13	87,639.26
	441	5	44.236	7,667.50	92,011.77
PAYROLL SPECIALIST	302	1	25.211	4,369.75	52,437.95
	302	2	26.471	4,588.25	55,060.17
	302	3	27.793	4,817.34	57,809.10
	302	4	29.184	5,058.39	60,701.91
	302	5	30.642	5,311.09	63,734.33
PROGRAM ADMINISTRATOR / ASOC	478	1	37.666	6,528.63	78,345.09
	478	2	39.549	6,855.06	82,262.31
	478	3	41.527	7,197.82	86,375.40
	478	4	43.603	7,557.70	90,694.22
	478	5	45.783	7,935.59	95,228.88

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PROGRAM ADMINISTRATOR / CSOC	477	1	37.666	6,528.63	78,345.09
	477	2	39.549	6,855.06	82,262.31
	477	3	41.527	7,197.82	86,375.40
	477	4	43.603	7,557.70	90,694.22
	477	5	45.783	7,935.59	95,228.88
PROGRAM MANAGER	404	1	29.137	5,050.34	60,605.27
	404	2	30.594	5,302.86	63,635.54
	404	3	32.123	5,567.90	66,816.13
	404	4	33.734	5,847.09	70,166.39
	404	5	35.417	6,138.80	73,666.98
PSYCHIATRIC M/H NURSE PRAC	455	1	74.263	12,871.93	154,466.13
	455	2	77.976	13,515.66	162,191.05
	455	3	81.874	14,191.25	170,298.24
	455	4	85.969	14,901.02	178,815.62
	455	5	90.266	15,645.86	187,753.93
PUBLIC HEALTH EDUCATOR	420	1	38.581	6,687.32	80,249.37
	420	2	40.511	7,021.81	84,263.23
	420	3	42.536	7,372.75	88,474.68
	420	4	44.663	7,741.42	92,898.73
	420	5	46.895	8,128.34	97,541.84
PUBLIC HEALTH NURSE MANAGER	442	1	47.939	8,309.26	99,713.07
	442	2	50.339	8,725.17	104,704.09
	442	3	52.853	9,160.95	109,933.50
	442	4	55.496	9,619.09	115,431.35
	442	5	58.268	10,099.62	121,197.66
PUBLIC WORKS SUPERINTENDENT	466	1	32.936	5,708.74	68,506.29
	466	2	34.580	5,993.84	71,927.42
	466	3	36.307	6,293.07	75,518.21
	466	4	38.125	6,608.22	79,300.13
	466	5	40.029	6,938.22	83,260.30
ROADS AND BRIDGES MANAGER	467	1	38.546	6,681.24	80,176.35
	467	2	40.476	7,015.71	84,190.22
	467	3	42.499	7,366.31	88,397.36
	467	4	44.623	7,734.44	92,814.98
	467	5	46.854	8,121.17	97,455.94
SOCIAL WORKER SPVR I	409	1	31.019	5,376.59	64,520.35
	409	2	32.569	5,645.21	67,743.89
	409	3	34.198	5,927.62	71,132.81
	409	4	35.906	6,223.62	74,684.94
	409	5	37.705	6,535.37	78,426.06
SOCIAL WORKER SPVR II	422	1	36.393	6,307.91	75,696.46
	422	2	38.214	6,623.61	79,484.82
	422	3	40.126	6,955.04	83,462.18
	422	4	42.134	7,303.13	87,639.26
	422	5	44.236	7,667.50	92,011.77

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
SOLID WASTE/RECYC MGR	418	1	38.546	6,681.24	80,176.35
	418	2	40.476	7,015.71	84,190.22
	418	3	42.499	7,366.31	88,397.36
	418	4	44.623	7,734.44	92,814.98
	418	5	46.854	8,121.17	97,455.94
SR ADMIN ANALYST - CF	317	1	34.357	5,955.18	71,463.54
	317	2	36.076	6,252.97	75,037.14
	317	3	37.879	6,565.63	78,789.00
	317	4	39.773	6,893.84	82,727.70
	317	5	41.762	7,238.53	86,863.98
SR ADMINISTRATIVE ANALYST	459	1	34.357	5,955.18	71,463.54
	459	2	36.076	6,252.97	75,037.14
	459	3	37.879	6,565.63	78,789.00
	459	4	39.773	6,893.84	82,727.70
	459	5	41.762	7,238.53	86,863.98
SR INFO SYSTEM SPECIALIST	440	1	38.090	6,602.14	79,227.11
	440	2	39.999	6,933.03	83,196.02
	440	3	41.997	7,279.33	87,353.63
	440	4	44.097	7,643.34	91,721.85
	440	5	46.300	8,025.25	96,304.83
SR OFFICE ASSISTANT-CONF	314	1	18.542	3,213.82	38,566.60
	314	2	19.468	3,374.35	40,493.00
	314	3	20.444	3,543.47	42,522.48
	314	4	21.465	3,720.47	44,646.46
	314	5	22.539	3,906.76	46,882.11
SR PLANNER	423	1	36.393	6,307.91	75,696.46
	423	2	38.214	6,623.61	79,484.82
	423	3	40.126	6,955.04	83,462.18
	423	4	42.134	7,303.13	87,639.26
	423	5	44.236	7,667.50	92,011.77
SR SUPERVISING ENV HEALTH SPEC	443	1	37.403	6,483.12	77,798.96
	443	2	39.273	6,807.22	81,688.26
	443	3	41.235	7,147.25	85,768.70
	443	4	43.301	7,505.36	90,066.05
	443	5	45.461	7,879.75	94,558.83
STAFF SERVICES MGR I	403	1	28.562	4,950.66	59,409.06
	403	2	29.991	5,198.35	62,381.34
	403	3	31.489	5,458.02	65,497.50
	403	4	33.065	5,731.12	68,774.74
	403	5	34.717	6,017.46	72,210.90
TECH SERVICES MANAGER	416	1	40.681	7,051.15	84,615.44
	416	2	42.715	7,403.71	88,846.21
	416	3	44.850	7,773.81	93,287.45
	416	4	47.092	8,162.51	97,952.04
	416	5	49.447	8,570.68	102,850.07

Attachment: (8) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
UTILITIES MANAGER	451	1	32.608	5,652.02	67,825.50
	451	2	34.236	5,934.07	71,210.12
	451	3	35.951	6,231.32	74,777.28
	451	4	37.747	6,542.72	78,514.11
	451	5	39.636	6,870.04	82,442.07

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APPENDIX B
Alternate Work Schedules

1. Assessor's Office: 4/10 schedule for appraisers as approved by the Assessor from time-to-time.[1]

2. Child Support Services Office: 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

3. Health and Human Services Agency:
   a. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.[2]
   b. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   c. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   d. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   e. Public Health Educator work schedule - Four/9 hour days and one/4 hour day. (13-395).
   f. 4/10 schedule for Administrative Analyst staff (14-578)
   g. Sr. Supervising Environmental Health Specialist - Choose between traditional 5/8, or alternative 9/80 or 4/10 work schedule (19-93).

4. Planning and Building: 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

5. Public Works:
   8:00 a.m. to 4:30 p.m. M-F with 4/10 and 9/80 schedules and associated start/stop time variations assigned to specific employees from time to time as approved by the Department Head. (17-40).

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) Established prior to County policy requiring Board of Supervisors' approval of alternate work schedules.

(2) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

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APRIL 2020

MARIPOSA COUNTY

TELEWORK GUIDELINES

Prepared by: Mariposa County Technical Services

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

03

TEAMWORK:

"If one person on the team is teleworking, the entire team is teleworking."

Supervisors are ultimately responsible for effective functioning of their work group and should ensure cross-training of employees.

Teleworkers should help avoid any negative impact from their arrangements by ensuring they have a backup. Even with very portable work there are invariably instances where physical presence is required and a co-worker may need to step in. Co-worker backup should be planned, it should not be burdensome, and it should be reciprocal.

Supervisors must be kept apprised of the teleworker's schedule, how to make contact with the teleworker, and the status of all pending work.

Co-workers must be informed about the appropriate handling of telephone calls or other communications that are the teleworker's responsibility, and customers should not notice that the teleworker is working from an alternative work site.

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05

WORKSPACE

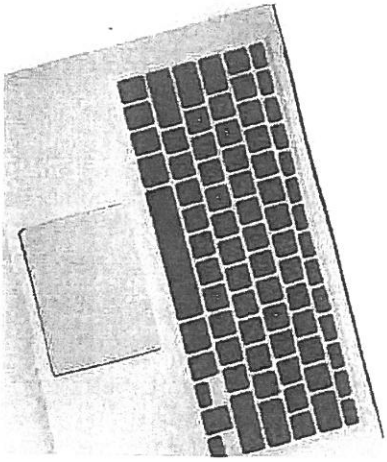


Employees are responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telework location and should review the Mariposa County Teleworking Policy to ensure they are properly equipped for remote work.

Any equipment, software, data, supplies and furniture, etc. ("property") provided by the County for use at the employee's telework location, remains the property of the County and will be returned to the County should the teleworking agreement be terminated.

Employees will use County property for purposes of County business only. They must protect property against unauthorized or accidental use, access, modification, destruction, or disclosure (use) and immediately report to the supervisor instances of unauthorized or accidental use at the earliest reasonable opportunity.

The County may make on-site visits to the employee's telework location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of County property, and to maintain, repair, inspect, or retrieve County property.



Employees are responsible for the safety and security of any County property used by the employee at their telework location. This includes maintaining data security and record confidentiality in the same manner as when working at the regular County work site.

While teleworking, employees will adhere to policies, standards and guidelines of the County.

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07

STAY CONNECTED

- Work with your manager and team on designating core hours or days for meetings and conference calls as necessary.
- Agree to communication guidelines with your manager and team to establish a common expectation for responding to inquiries and emails.
- Answer calls and respond to emails promptly.
- Effectively use the subject line of an email to alert the reader to the topic, level of urgency, and required action.
- Share your calendar with your team members and learn how to use Scheduling Assistant.



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09

TELEWORK TIPS

MOBILE COMMUNICATION PRACTICES

- Use County Virtual Meeting Rooms to communicate with team members instantaneously.

MEETING REMOTELY ONLINE AND ON THE PHONE

- Set up an online meeting to share documents and information with in-office or virtual meeting attendees.
- Remember to conference with remote teammates when meeting face-to-face with other attendees.
- When leading a meeting, share your screen with in-office and virtual attendees.

DIGITAL CONNECTIVITY

- Understand how to access wireless networks on your work computer.
- Know how to access your agency's intranet.
- Verify your computer equipment is functional before working away from the office.

INFORMATION SHARING

- Understand how to access shared drives remotely to upload and retrieve documents.
- Use shared drives or team websites to share documents.
- Use collaborative tools to work together faster.

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Attachment Q

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2016-308

MEETING: June 21, 2016

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Lease Agreement with Mariposa Golden Agers, Inc. for Community Services Building

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement Between the Mariposa Golden Agers, Inc. And the County of Mariposa for Use of the Community Services Building for a Term of Twenty-One Years; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement. The Lease Agreement is substantially the same as in previous years and contains a clause that the lease payment may be increased annually based on the Consumer Price Index (CPI) with an annual maximum increase of five-percent and no reductions in the lease payment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has authorized the lease of the Community Services facility from the Mariposa Golden Agers, Inc. To provide senior supportive and/or senior nutrition services since it opened in 1991.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the lease agreement. The County may have to find another facility for senior services and incur additional expense.

FINANCIAL IMPACT:
No changes in the lease amount from the previous fiscal year. The lease payments are budgeted in the Senior Services, Senior Nutrition, and Transit budgets.

ATTACHMENTS:
Golden Agers Lease Agt (DOC)

CAO RECOMMENDATION
Requested Action Recommended

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Mary Hodson
Mary Hodson, CAO 6/13/2016

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

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RES. NO. 16-308

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2016, by and between the Mariposa Golden Agers, Inc., a California non-profit corporation, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, LESSOR owns real property located in the County of Mariposa commonly known as 5246 Spriggs Lane, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5246 Spriggs Lane, Mariposa, California.

2. **CONSIDERATION/TERM:** For and in consideration of Twenty-Eight Thousand Nine Hundred Forty-Five Dollars and 92/100 ($28,945.92) per year payable in twelve (12) equal monthly installments on the first of each calendar month commencing on the 1st day of July 2016, and shall continue until June 30, 2037, renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**. Each year, following the first year of the term, the lease rate shall be adjusted annually on July 1st of each year and shall be increased, but not decreased, by a percentage equal to the prior year's percentage

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increase in the San Francisco/Oakland Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor's Bureau of Labor Statistics (the "Index"),subject to a maximum annual increase of five percent (5%). For purposes of computing such increases, the prior year's percentage increase in the Index shall be calculated by dividing the Index for the month of June prior to the date of the increase by the Index for the previous June. If this calculation shows that the Index has remained unchanged or has declined, the lease rate shall remain unchanged. If the described Index shall no longer be published, another generally recognized as authoritative Index shall be substituted by agreement of the parties. If they are unable to agree within thirty (30) days after demand by either party, the substitute Index shall, on application of either party, be selected by the chief officer of the San Francisco Regional Office of the Bureau of Labor Statistics or its successor. In no event shall the amount of minimum monthly rent be reduced below the amount paid in the month immediately preceding the applicable rental adjustment date.

3. **USE:**

A. **LESSEE** shall have the use of the entire facility for the Community Services Program from 8:00 a.m. to 5:00 p.m., Monday through Friday and at other times as coordinated between **LESSOR** and the Community Services Officer.

B. **LESSEE** shall be entitled to use parking located on **LESSOR'S** property as necessary for operation of the Department of Community Services Programs.

C. **LESSEE** shall be permitted to use the building for County functions at the request of **LESSEE** for no charge upon prior approval of **LESSOR**, which shall not be unreasonably withheld. Said use shall not exceed five (5) hours per month.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction. **LESSOR** warrants that the **PREMISES** is at the time of this Lease in compliance with all laws and ordinances.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **COUNTY** represents that premises have not undergone

inspection by a Certified Access Specialist (CASp).

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** shall be responsible for pest control, maintenance of fire extinguishers, the fire suppression system in the kitchen, the janitorial service for **LESSEE'S** administrative office, and fifty percent (50%) of the utility expenses (electricity, water, propane, and janitorial) incurred by **LESSOR**.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear

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excepted.

11. **INDEMNITY: LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE: LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS: It** shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION: LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and

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doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O.

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Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to the Mariposa Golden Agers, Inc., P.O. Box 74, Mariposa, CA 95338.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

PETE OLSON, President
Mariposa Golden Agers, Inc.

LESSEE:

JOHN CARRIER, Chairman
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

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MARIPOSA ORDINANCE NO. 1124

AN ORDINANCE RESCINDING CHAPTER 3.08 (PURCHASING) OF THE MARIPOSA COUNTY CODE AND ADOPTING A NEW CHAPTER 3.08 (PURCHASING) OF THE MARIPOSA COUNTY CODE

WHEREAS, the Board of Supervisors desires to amend Chapter 3.08 of the Mariposa County Code; and

WHEREAS, this amendment is to improve the efficiency of County business by expanding the purchasing authority of the county administrative officer, who serves as the County's purchasing agent, and County department heads, who serve as deputy purchasing agents;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political division of the State of California, does hereby ordain as follows:

SECTION I: Chapter 3.08 entitled "Purchasing", is adopted to read in its entirety as follows:

3.08.010 Purpose.

The purpose of this chapter is to adopt policies and procedures governing purchases of materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services by the county in accordance with Article 7 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code. This chapter is not intended to conflict with applicable provision of state law and shall be interpreted as supplementary thereto. Among other things, this chapter shall not apply to contracts for public projects as defined by the Public Contract Code. Said contracts shall be let in accordance with applicable state laws and any county ordinances or resolutions implementing such laws.

3.08.020 Definitions.

As used in this chapter:

A. "Agency" and "using agency" means any of the departments, offices, or other organizational units of the county government, and any special districts whose affairs and funds are under the supervision and control of the board of supervisors and/or for which the board of supervisors is the ex officio governing body.

B. "Contractual services" means any and all telephone, gas, water, electric light and power services; the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, plumbers, engineers, consultants, auditors, general contractors, or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which the contract provides services which are required by the county government. All contracts shall be approved as to form by county counsel. Purchase of expert services for county counsel and the district attorney, contracts to print legal briefs or legal notices required by statute, resolution or ordinance, and space for legal advertising shall not be subject to the provisions of this chapter to the extent funds are budgeted for such expenses or as otherwise approved by the board of supervisors.

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C. "Aggregate" means the assembling or forming differing parts or components or separate services to accomplish a single purpose or outcome.

D. "Surplus property" is defined as property which is no longer used or of use to the County, or property without any value.

3.08.030 Purchasing agent and assistant purchasing agents.

A. Pursuant to Section 25500 et seq. of the Government Code of the state of California and consistent with provisions of Section 2.32.040 of this code, the office of purchasing agent is established and consolidated with the office of county administrative officer. The county administrative officer serves, ex-officio, as the purchasing agent for the county.

B. Each department head serves, ex-officio, as an assistant purchasing agent with respect to services, supplies and equipment for his or her department as contained in the approved budget.

C. The board shall have the authority to appoint, by resolution, other assistant purchasing agents.

3.08.040 Duties and authorities of the purchasing agent.

A. Pursuant to Section 25500 et seq. of the Government Code of the state of California, the purchasing agent shall have all the duties and powers prescribed by the laws of the state of California relating to county purchasing agents, by this chapter, and by resolutions of the board of supervisors. The authorization provided by this paragraph shall include but not be limited to contracts for special services under Government Code Section 31000.

B. Pursuant to Government Code Section 25350.51, the purchasing agent may also contract for the lease of real property or storage space where the funding is provided in the approved budget. The purchasing agent shall make purchases, rentals, and contracts only upon proper written requisition, lease or contract. No contract, purchase order, requisition, or lease by the purchasing agent shall be for a term longer than one year unless approved by the board of supervisors.

C. The purchasing agent shall establish policies and procedures to be used by all county departments.

3.08.050 Duties and authorities of assistant purchasing agents.

A. Assistant purchasing agents are authorized to obtain services, supplies and equipment, as contained in the approved budget and in amounts as authorized by a resolution of the board of supervisors. Such purchases shall not need the approval of either the purchasing agent or the board of supervisors. Assistant purchasing agents shall purchase services, supplies and equipment at the best possible price, giving due consideration to the use and quality of the item being purchased. Assistant purchasing agents are not authorized to purchase or lease real property or storage space without the purchasing agent's approval.

B. Any single item or service, or interrelated items or services, purchased by an assistant purchasing agent in excess of the authority granted by a resolution of the board of supervisors shall be

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approved by the purchasing agent prior to purchase. Items or services in excess of the authority granted to the purchasing agent pursuant to Government Code Section 25500 et seq. shall be approved by the board of supervisors prior to purchase.

C. When the board of supervisors or the purchasing agent has entered into a contract with a vendor to supply all of the county's requirements for specified services, supplies or equipment, the assistant purchasing agent shall not have authority to purchase such supplies or equipment under this section.

D. Splitting or separating purchases of goods or services for purposes of circumventing the limits herein is prohibited.

3.08.060 Procedure for purchases by purchasing agent and assistant purchasing agent.

All purchases by either the purchasing agent or assistant purchasing agents shall be accomplished by virtue of a written invoice received from the seller, a purchase order, or contract. Each invoice, purchase order, or contract shall be signed and approved by the purchasing agent, or assistant purchasing agent prior to forwarding any request to the auditor's office for payment of the item(s) purchased, and shall contain an itemization of the item(s) purchased, date of purchase, the price of the item(s) and terms of the purchase. Any request for payment not accompanied by an invoice and approved, in writing, by either the purchasing agent or the assistant purchasing agent will be returned without action by the auditor. Any and all non-services purchases in excess of the authorities granted herein shall require the written approval of the purchasing agent and/or the board of supervisors prior to any request being forwarded to the auditor's office for payment. No purchase order shall be issued until the county auditor shall have certified that sufficient money is available in the proper budgeted fund of the department to pay for the purchase. Failure to forward such written approval to the auditor will result in the request being returned without action by the auditor.

3.08.070 Purchases by board of supervisors.

The purchasing agent and each assistant purchasing agent shall submit to the board of supervisors, in writing, requests for purchase of any items in excess of the authority granted herein. When in its judgment the public interest requires, the board of supervisors may purchase, require bidding as allowed or otherwise required by law, or otherwise acquire such items on the open market at the lowest available price for the quantity and quality of item and/or service required. When bidding is required bids shall be solicited by public notice except where the board of supervisors makes a finding recorded in its minutes that competitive bidding would not be in the public interest. The method and extent of public notice shall be prescribed by the board of supervisors. All bids shall be submitted sealed to the department which solicited the bids. All bids shall be opened by the appropriate department head at the time and place noted in the public notice for the opening of the bids. The time and place of the bid opening shall additionally appear on the board of supervisors' agenda prior to the opening of the bids. The appropriate department head may reject any or all bids for all or any portion of the items bid. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection for a period of not less than thirty (30) days after the bid opening. In all cases, the award shall be made by the appropriate department head to the lowest responsible bidder, the appropriate department head shall

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

take into consideration the quality of the item offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, service of item, and other information and data required. All bids shall require final approval by the board of supervisors and shall be placed on the routine agenda immediately after approval by the appropriate department head. No purchase or authorization to proceed shall be entered into by the appropriate department head until final approval by the board of supervisors of the bid award. This section shall not apply to labor, materials or equipment for public construction projects unless the requirements specified in this Title for such projects have been satisfied. Nothing contained herein shall alter the purchasing procedures required by state or federal law.

3.08.080 Bulk purchasing.

The board of supervisors may purchase supplies and equipment in bulk for the use and benefit of all departments of the county. If the board of supervisors engages in such purchases in bulk, each department shall be required to obtain its materials and supplies, if available, from the supplies and equipment purchased in bulk by the board of supervisors.

3.08.081 Surplus property.

Surplus property shall be disposed pursuant to California Government Code Section 25504. Any notice required for the sale or disposal of surplus property shall be provided as required by Government Code Section 6061.

3.08.090 Written contracts.

All requests by a using agency for contractual services require a written contract. The purchasing agent shall have authority to approve contracts for services not exceeding a term of one year. The board of supervisors may negotiate contracts for any services as it determines is necessary.

3.08.100 Gratuities--disciplinary action.

The acceptance of any gratuity in the form of cash, merchandise, or any other thing of value by an official or employee of the county from a vendor or contractor, or prospective vendor or contractor unless otherwise allowed by state or federal law, is prohibited and shall be cause for disciplinary action.

3.08.110 Unlawful purchases.

Except as otherwise provided by law, no purchase of supplies, equipment, or contractual services shall be made in excess of the amount of the appropriations allowed by the budget.

3.08.120 Selection of professional services firms.

In selecting and contracting for private architectural, professional engineering, environmental, land surveying, and construction project management services, the board of supervisors shall use as a basis for the selection demonstrated competence and qualifications for the types of services to be performed in conjunction with assurances of fair and reasonable prices to the County of Mariposa. All contracts for professional services shall be approved as to form by county counsel pursuant to California Government Code Section 4526.

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

3.08.130 Violation of chapter 3.08.

The board of supervisors may require any county officer or employee to personally pay for any items purchased in violation of the purchasing requirements of Chapter 3.08. The purpose of this chapter is to adopt policies and procedures governing purchases of materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services by the county in accordance with Article 7 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code. This chapter is not intended to conflict with applicable provision of state law and shall be interpreted as supplementary thereto.

SECTION II: This Ordinance shall become effective thirty (30) days from the date of passage, pursuant to Government Code Section 25123.

PASSED AND ADOPTED this 23rd day of May, 2017, by the Board of Supervisors of Mariposa County by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

CERTIFICATE NO. GL1-12643 AI

CERTIFICATE OF COVERAGE

ISSUE DATE 07/12/2021

Public Risk Innovation, Solutions, and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 21 EL-34	07/01/2021	07/01/2022	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 - MARIPOSA PROGRAM: CONGREGATE, HOME DELIVERED MEALS, AND TRANSPORTATION.

AREA 12 AGENCY ON AGING, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date _____ **Memorandum No. PRISM 21 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions, and Management

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

CERTIFICATE NO.

GL1-12644 CO

CERTIFICATE OF COVERAGE

ISSUE DATE

07/12/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 21 EL-34	07/01/2021	07/01/2022	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 - MARIPOSA PROGRAM: CONGREGATE, HOME DELIVERED MEALS, AND TRANSPORTATION.

COVERAGE INCLUDES ERRORS AND OMISSIONS.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

CERTIFICATE NO.

ISSUE DATE

WC-2010	**CERTIFICATE OF COVERAGE**	06/25/2021

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450
PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A - See attached schedule of insurers**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's $300,000 Retention EMPLOYERS' LIABILITY: Difference between $5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 MARIPOSA PROGRAM: CONGREGATE, CONGREGATE RESTAURANT, HOME DELIVERED MEALS, AND TRANSPORTATION.

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2021/2022 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 21 EWC-34	Workers' Compensation: $50,000,000 each accident/each employee for disease (Difference between $50,000,000 and the individual member's retention) Employers' Liability: $5,000,000 each accident/each employee for disease (Difference between $5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-011	Statutory each accident/each employee for disease excess of $50,000,000

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Attachment T

Advisory Board Membership

Is Not Applicable

Attachment: (9) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on Aging

Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals FY 2223 beginning July 01, 2022 and ending June 30, 2023

Cover & Signature Page

PROVIDER: Mariposa Couunty HHSA **DATE: ##/##/##** 02/28/22

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:	PRINTED NAME	TITLE
>	Lydia Arre	Program Manager

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III C funds CFDA 93.045 and related California Department of Aging funds.]

FOR A12AA USE ONLY

SIGNATURE, A12AA Executive Director	Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director	Tracy Sawyer Assistant Executive Director	DATE
SIGNATURE, A12AA Planner	Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER >	James M Maltese Fiscal Officer	DATE

Tab: Signature Page

	A	B	E	M	N
1	Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals				
2	FY 2223 beginning July 01, 2022 and ending June 30, 2023				
3					
4	**Provider: Mariposa Couunty HHSA**				
5					
6	**Summary of Costs**				
7					02/28/22
8	**COST CATEGORIES**		**III C-1**		**TOTAL**
9	**LINE ITEMS**		Congregate		**COSTS**
10	Personnel Costs, Cash (from page 4)		163,598		163,598
11	Personnel Costs, In-Kind (from page 5)		13,510		13,510
12	Staff Travel (from Cost Details page 6)		100		100
13	Staff Training (from Cost Details page 6)		100		100
14	Property / Equipment (from Cost Details page 6)		-		-
15	Vendor / Consultant Agreements (from Cost Details page 6)		-		-
16	Food Costs - Cash		66,550		66,550
17	Food Costs - In-Kind		245		245
18	Allocated Costs, Direct (Send a list of costs and how each is allocated)				-
19	**OTHER COSTS**				
20	Advertising and Outreach				-
21	Building Rent - Cash (from Cost Details page 6)		13,165		13,165
22	Building Rent - In-Kind (from Cost Details page 6)		-		-
23	Equipment Rental				-
24	Food Service Supplies (from Cost Details page 6)		4,500		4,500
25	Insurance		1,852		1,852
26	Memberships and Subscriptions		150		150
27	Office Expenses e.g. Paper, Postage, Software		3,250		3,250
28	Supplies , Other than Office				-
29	Repairs and Maintenance		1,850		1,850
30	Taxes & Licenses				-
31	Utilities e.g. Internet, Power, Telephone		8,180		8,180
32	Vehicle Costs		800		800
33	Volunteer Costs				-
34	Other- Describe	Area 12 Agency on Aging Access Fee (Wellsky)	440		440
35	Other- Describe	Cleaning / Janitorial Suppies	6,500		6,500
36	Other- Describe				-
37	Other- Describe				-
38	Other- Describe				-
39	Other- Describe				-
40	**TOTAL OTHER COSTS**		40,687		40,687
41	**INDIRECT COSTS, Cash**				-
42	**INDIRECT COSTS, In-Kind**				-
43	**Costs, Cash**		**271,035**		**271,035**
44	**Costs, In-Kind**		**13,755**		**13,755**
45	**TOTAL COSTS****		**284,790**		**284,790**
46		**Memo: Total Funding**	284,790		284,790
47		**Memo: Difference = Total Costs less Total Funding**	-		-
48					
49	**Total Costs must equal Total Funding				

Revised 02/18
Tab: Summary of Costs

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County HHSA

Summary of Funding

				02/28/22
	FUNDING SOURCES LINE ITEMS	III C-1 Congregate		TOTAL FUNDING
	Budgeted Number of Units (Meals or Trips)	9,481		
	Reimbursement Rate per unit in $$	7.66		
	Area 12 Baseline Funds	72,624		72,624
	Area 12 funded Equipment	-		-
	Area 12 NSIP Funds	4,604		4,604
	Total Area 12 Funding	77,228		77,228
	Grant Related Income			
	Donations from Program Participants	14,754		14,754
	Non-Senior service fees	2,534		2,534
	Other - explain in narrative			-
	Total Grant Related Income	17,288		17,288
	Grant Related Income Carryover			-
	Match Cash* **			
	Donations from NON-Participants			-
	Fundraising Events			-
	County Funds	176,519		176,519
	County Funds, Community Development Block Grant			-
	Other - explain in narrative			-
	Total Match Cash* **	176,519		176,519
	Match In-Kind* **			
	Donated Food	245		245
	County Donated Space (attach valuation)			-
	Other Donated Space (attach valuation)			-
	Volunteer Personnel	13,510		13,510
	Other - explain in narrative			-
	Total Match In-Kind* **	13,755		13,755
	Total Match, Cash & In-Kind	190,274		190,274
	Non-Match Cash			
	Interest Income			-
	Proceeds from Sale of Property/Equipment			-
	Other - explain in narrative			-
	Total Non-Match Cash	-		-
	Non-Match In-Kind:			
	Explain in Narrative			-
	Total Non-Match In-Kind	-		-
	Total Funding, Cash	271,035		271,035
	Total Funding, In-Kind	13,755		13,755
	Total Funding**	284,790		284,790
	Memo: Total Costs	284,790		284,790
	Memo: Difference = Total Funding less Total Costs	-		-

**Total Funding must equal Total Costs

***Minimum match requirement is 15.3% of Net Costs.III C-1 Congregate

Meets matching requirement?

Revised 02/18
Tab: Summary of Funding

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County HHSA

Personnel Costs, Cash

02/28/22

Position Classification	Annual Wage Rate	FTE %	III C-1 Congregate	Total FTE%	TOTAL	
Program Manager	75,311	32.500%	24,476	32.500%	24,476	
Program Speciaalist I	54,567	45.031%	24,572	45.031%	24,572	
Program Assistant II	48,610	45.001%	21,875	45.001%	21,875	
Sr. Nutritian Cook/Site Supervisor (80%)	30,335	67.922%	20,604	67.922%	20,604	
Kitchen Assistant (70%)	26,543	67.920%	18,028	67.920%	18,028	
PT Kitchen Assistant (990 hrs)	14850	67.919%	10,086	67.919%	10,086	
PT Kitchen Assistant (990 hrs)	14,850	67.919%	10,086	67.919%	10,086	
		#DIV/0!		#DIV/0!	0	
		#DIV/0!		#DIV/0!	0	
		#DIV/0!		#DIV/0!	0	
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		#DIV/0!		#DIV/0!	0	
		#DIV/0!		#DIV/0!	0	
		#DIV/0!		#DIV/0!	0	
Total Salaries			129,727		129,727	129,727
FICA			0		0	
Medicare	1.45%		1,881		1,881	
FUI	0.00%				0	
SUI	0.00%				0	
ETT	0.00%				0	
Total Payroll Taxes			1,881		1,881	1,881
Insurance - Health/Dental/Vision/Cafeteria Plan			19,063		19,063	
Insurance - Life			68		68	
Retirement					0	
Workers' Compensation					0	
Other -Group Health for Retirees			1,137		1,137	
Other -Retirement-Employer/Employee Unfunded Liability			11,722		11,722	
Other -					0	
Total Employee Benefits			31,990		31,990	31,990
TOTAL PERSONNEL COSTS			**163,598**		**163,598**	**163,598**

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County HHSA

Personnel Costs, In-Kind

02/28/22

Position Classification*	Annual Wage Rate**	FTE %	III C-1 Congregate	Total FTE%	TOTAL	
Monday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
Tuesday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
Wednesday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
Thursday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
Friday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
Server/Kitchen Help	31200	9.151%	2,855	9.151%	2,855	
Server/Kitchen Help	31,200	9.151%	2,855	9.151%	2,855	
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TOTAL IN-KIND PERSONNEL COSTS			13,510		13,510	13,510

*For each Position Classification, explain on the Narrative Explanation sheet the method for

*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hou

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County HHSA

Cost Details

COST CATEGORIES / LINE ITEMS	III C-1 Congregate (02/28/22)	L	TOTAL COSTS	
Staff Travel				
Overnight travel costs			0	
Number of miles	200		200	
Reimbursement rate (maximum $0.50 per mile)	$ 0.50			
Private vehicle reimbursed costs per mile	100		100	
Total Staff Travel	100		300	100
Staff Training-Describe				
First Aid / CPR / AED Recertification	100		100	
			0	
			0	
Total Staff Training	100		100	100
Property / Equipment - Unit Cost $500 minimum				
			0	
			0	
			0	
Total Property / Equipment	0		0	0
Vendor / Consultant Agreements				
			0	
			0	
			0	
Total Vendor / Consultants Agreements	0		0	0
Building Rent-Cash (Attach Cost Allocation)				
Rent Allocation	13,165		13,165	
			0	
			0	
Total Building Rent - Cash	13,165		13,165	13,165
Building Rent - In-kind (Attach Cost Allocation)				
			0	
			0	
			0	
Total Building Rent - In-Kind	0		0	0
Food Service Supplies				
	4,500		4,500	
			0	
Total Food Service Supplies	4,500		4,500	

If further explanations are needed use the Narrative Explantic

Revised 02/18
Tab: Cost Details

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

	A	B
7		
8	Sheet & Item	Narrative explanations 02/28/22
9	Summary of Costs/Insurance	Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs
10	Summary of Costs/Vehicle Cost	Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttel Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs.
11	Personnel Costs–Cash	Payroll wages, taxes and deductions are anticipated and reflected in the County's enterprise budgeting system by the Mariposa County Auditor's Office during the County budget process when this system is locked in to place at the close at the dead-line date.
12	Personnel Costs--In-Kind	The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist, Host, Server/Kitchen Help, and Home Delivered Meals) are equal to the value of minimum wage or above ($15.00)
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Tab: Narrative Explanation

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals FY 2223 beginning July 01, 2022 and ending June 30, 2023

Cover & Signature Page

PROVIDER: Mariposa County HHSA **DATE: ##/##/##** 02/28/22

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:	PRINTED NAME	TITLE
>	Lydia Arre	Program Manager

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III C funds CFDA 93.045 and related California Department of Aging funds.]

FOR A12AA USE ONLY

SIGNATURE, A12AA Executive Director	Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director	Tracy Sawyer Assistant Executive Director	DATE
SIGNATURE, A12AA Planner	Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER	James M Maltese Fiscal Officer	DATE

>

Tab: Signature Page

Packet Pg. 631

D.14.k

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County HHSA

Summary of Costs

COST CATEGORIES / LINE ITEMS		III C-2 HDM	02/28/22 TOTAL COSTS
Personnel Costs, Cash (from page 4)		74,937	74,937
Personnel Costs, In-Kind (from page 5)		4,680	4,680
Staff Travel (from Cost Details page 6)		63	63
Staff Training (from Cost Details page 6)		33	33
Property / Equipment (from Cost Details page 6)		-	-
Vendor / Consultant Agreements (from Cost Details page 6)		-	-
Food Costs - Cash		45,675	45,675
Food Costs - In-Kind		140	140
Allocated Costs, Direct (Send a list of costs and how each is allocated)			-
OTHER COSTS			
Advertising and Outreach			-
Building Rent - Cash (from Cost Details page 6)		5,533	5,533
Building Rent - In-Kind (from Cost Details page 6)		-	-
Equipment Rental			-
Food Service Supplies (from Cost Details page 6)		4,750	4,750
Insurance		292	292
Memberships and Subscriptions		135	135
Office Expenses e.g. Paper, Postage, Software		1,950	1,950
Supplies , Other than Office		500	500
Repairs and Maintenance		950	950
Taxes & Licenses			-
Utilities e.g. Internet, Power, Telephone		3,192	3,192
Vehicle Costs		2,500	2,500
Volunteer Costs			-
Other- Describe	Area 12 Agency on Aging Access Fee (Wellsky)	440	440
Other- Describe	Cleaning / Janitorial Suppies	3,750	3,750
Other- Describe			-
Other- Describe			-
Other- Describe			-
Other- Describe			-
TOTAL OTHER COSTS		23,992	23,992
INDIRECT COSTS, Cash			-
INDIRECT COSTS, In-Kind			-
Costs, Cash		**144,700**	**144,700**
Costs, In-Kind		**4,820**	**4,820**
TOTAL COSTS**		**149,520**	**149,520**
	Memo: Total Funding	149,520	149,520
	Memo: Difference = Total Costs less Total Funding	-	-

**Total Costs must equal Total Funding

Revised 02/18
Tab: Summary of Costs

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County HHSA

Personnel Costs, Cash

02/28/22

Position Classification	Annual Wage Rate	FTE %	III C-2 HDM	Total FTE%	TOTAL	
Program Manager	75,311	17.499%	13,179	17.499%	13,179	
Program Speciaalist I	54,567	30.029%	16,386	30.029%	16,386	
Program Assistant II	48,610	33.999%	16,527	33.999%	16,527	
Sr. Nutritian Cook/Site Supervisor (80%)	30,335	32.078%	9,731	32.078%	9,731	
Kitchen Assisstant (70%)	26,543	32.080%	8,515	32.080%	8,515	
PT Kitchen Assisstant (990)	14,850	32.081%	4,764	32.081%	4,764	
PT Kitchen Assisstant (990)	14,850	32.081%	4,764	32.081%	4,764	
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Total Salaries			73,866		73,866	73,866
FICA			0		0	
Medicare	1.45%		1,071		1,071	
FUI	0.00%				0	
SUI	0.00%				0	
ETT	0.00%				0	
Total Payroll Taxes			1,071		1,071	1,071
Insurance - Health/Dental/Vision/Cafeteria Plan					0	
Insurance - Life					0	
Retirement					0	
Workers' Compensation					0	
Other -Group Health for Retirees					0	
Other -Retirement-Employer/Employee Unfunded Liability					0	
Other -					0	
Total Employee Benefits			0		0	0
TOTAL PERSONNEL COSTS			74,937		74,937	74,937

Revised 02/18
Tab: Personnel Costs, Cash

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County HHSA

Personnel Costs, In-Kind

02/28/22

Position Classification*	Annual Wage Rate**	FTE %	III C-2 HDM	Total FTE%	TOTAL
Home Delievered Volunteer	31,200	2.500%	780	2.500%	780
Home Delievered Volunteer	31,200	2.500%	780	2.500%	780
Home Delievered Volunteer	31,200	2.500%	780	2.500%	780
Home Delievered Volunteer	31,200	2.500%	780	2.500%	780
Home Delievered Volunteer	31,200	2.500%	780	2.500%	780
Home Delievered Volunteer	31,200	2.500%	780	2.500%	780
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		#DIV/0!		#DIV/0!	0
TOTAL IN-KIND PERSONNEL COSTS			4,680		4,680

*For each Position Classification, explain on the Narrative Explanation sheet the method for

*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hou

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

	A	D	L	M	N
1	Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivere				
2	FY 2223 beginning July 01, 2022 and ending June 30, 2023				
3					
4	**Provider:** Mariposa County HHSA				
5					
6	**Cost Details**				
7				02/28/22	
8	**COST CATEGORIES**	III C-2		**TOTAL**	
9	**LINE ITEMS**	HDM		**COSTS**	
10	**Staff Travel**				
11	Overnight travel costs			0	
12	Number of miles	125		125	
13	Reimbursement rate (maximum $0.50 per mile)	$ 0.50			
14	Private vehicle reimbursed costs per mile	63		63	
15	**Total Staff Travel**	**63**		**188**	63
17	**Staff Training-Describe**				
18	First Aid / CPR / AED Recertification	33		33	
19				0	
20				0	
21	**Total Staff Training**	**33**		**33**	33
23	**Property / Equipment - Unit Cost $500 minimum**				
24				0	
25				0	
26				0	
27	**Total Property / Equipment**	**0**		**0**	0
29	**Vendor / Consultant Agreements**				
30				0	
31				0	
32				0	
33	**Total Vendor / Consultants Agreements**	**0**		**0**	0
35	**Building Rent-Cash (Attach Cost Allocation)**				
36	Rent Allocation	5,533		5,533	
37				0	
38				0	
39	**Total Building Rent - Cash**	**5,533**		**5,533**	5,533
41	**Building Rent - In-kind (Attach Cost Allocation)**				
42				0	
43				0	
44				0	
45	**Total Building Rent - In-Kind**	0		0	0
47	**Food Service Supplies**				
48		4,750		4,750	
49				0	
50	**Total Food Service Supplies**	**4,750**		**4,750**	
52					
53	If further explanations are needed use the Narrative Explantic				

Revised 02/18
Tab: Cost Details

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

	A	B
7		
8	Sheet & Item	Narrative explanations 02/28/22
9	Summary of Costs/Insurance	Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs
10	Summary of Costs/Vehicle Cost	Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttel Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs.
11	Personnel Costs–Cash	Payroll wages, taxes and deductions are entered and keyed into the County's enterprise budget system at the Mariposa County Auditor's Office during the County's budget process when the system is "locked" into place at the close at the dead-line date.
12	Personnel Costs–In-Kind	The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist/Host, Server, Kitchen Help, and Home Delivered Meals) are equal to the hourly of minimum wage employee ($15.00)
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Tab: Narrative Explanation

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Cover & Signature Page

PROVIDER:	Mariposa County	DATE: ##/##/##	02/28/22

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:	PRINTED NAME	TITLE
>	Lydia Arre	Program Manager

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III B funds CFDA 93.044]

FOR A12AA USE ONLY

SIGNATURE, A12AA Executive Director	Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director	Tracy Sawyer Assistant Executive Director	DATE
SIGNATURE, A12AA Planner	Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER >	James M Maltese Fiscal Officer	DATE

Tab: Signature Page

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Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

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Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County

Summary of Costs

COST CATEGORIES / LINE ITEMS		III B Transportation	02/28/22 TOTAL COSTS
Personnel Costs, Cash (from page 4)		269,537	269,537
Personnel Costs, In-Kind (from page 5)		-	-
Staff Travel (from Cost Details page 6)		612	612
Staff Training (from Cost Details page 6)		300	300
Property / Equipment (from Cost Details page 6)		-	-
Food Costs - In-Kind			-
Allocated Costs, Direct (Send a list of costs and how each is allocated)			-
OTHER COSTS			
Advertising and Outreach			-
Building Rent - Cash* (from Cost Details page 6)		1,569	1,569
Building Rent - In-Kind* (from Cost Details page 6)		-	-
Equipment Rental*			-
Insurance*		4,207	4,207
Memberships and Subscriptions			-
Office Expenses e.g. Paper, Postage, Software		2,500	2,500
Supplies , Other than Office		7,000	7,000
Repairs and Maintenance		2,000	2,000
Taxes & Licenses			-
Utilities e.g. Internet, Power, Telephone		4,000	4,000
Vehicle Costs			-
Volunteer Costs			-
Other- Describe	Area 12 Agency on Aging Access Fee (Wellsky)	440	440
Other- Describe	CHP/DOT Pull-Prog. Drug & Alcohol Testing	1,800	1,800
Other- Describe			-
Other- Describe			-
Other- Describe			-
Other- Describe			-
TOTAL OTHER COSTS		23,516	23,516
INDIRECT COSTS, Cash			-
INDIRECT COSTS, In-Kind			-
Costs, Cash		**293,965**	**293,965**
Costs, In-Kind		-	-
TOTAL COSTS**		**293,965**	**293,965**
Memo: Total Funding		293,965	293,965
Memo: Difference = Total Costs less Total Funding		-	-

**Total Costs must equal Total Funding

Revised 02/18
Tab: Summary of Costs

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County

Summary of Funding

		02/28/22
FUNDING SOURCES LINE ITEMS	III B Transportation	TOTAL FUNDING
Budgeted Number of Units (Trips)	2,500	
Reimbursement Rate per unit in $$	18.00	
Area 12 Baseline Funds	45,000	45,000
Area 12 funded Equipment	-	-
Total Area 12 Funding	45,000	45,000
Grant Related Income		
Donations from Program Participants	1,566	1,566
Non-Senior service fees		-
Other - explain in narrative		-
Total Grant Related Income	1,566	1,566
Grant Related Income Carryover		-
Match Cash* **		
Donations from NON-Participants		-
Fundraising Events		-
County Funds	247,399	247,399
County Funds, Community Development Block Grant		-
Other - explain in narrative		-
Total Match Cash* **	247,399	247,399
Match In-Kind* **		
County Donated Space (attach valuation)		-
Other Donated Space (attach valuation)		-
Volunteer Personnel	-	-
Other - explain in narrative		-
Total Match In-Kind* **	-	-
Total Match, Cash & In-Kind	247,399	247,399
Non-Match Cash		
Interest Income		-
Proceeds from Sale of Property/Equipment		-
Other - explain in narrative		-
Total Non-Match Cash	-	-
Non-Match In-Kind:		
Explain in Narrative		-
Total Non-Match In-Kind	-	-
Total Funding, Cash	293,965	293,965
Total Funding, In-Kind	-	-
Total Funding**	293,965	293,965
Memo: Total Costs	293,965	293,965
Memo: Difference = Total Funding less Total Costs	-	-

**Total Funding must equal Total Costs

***Minimum match requirement is 15.3% of Net Costs.

Meets matching requirement?

Revised 02/18
Tab: Summary of Funding

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County

Personnel Costs, Cash

02/28/22

Position Classification	Annual Wage Rate	FTE %	III B Transportation	Total FTE%	TOTAL	
Program Manager	75,311	5.001%	3,766	5.001%	3,766	
Program Specialist I/II	54,567	19.909%	10,864	19.909%	10,864	
Program Assistant I/II	48,610	10.000%	4,861	10.000%	4,861	
Program Assistant I --Transit	36,358	31.000%	11,271	31.000%	11,271	
Transit Driver	52,364	50.000%	26,182	50.000%	26,182	
Transit Driver (60% PPT)	31,418	50.000%	15,709	50.000%	15,709	
Transit Driver	45,236	50.000%	22,618	50.000%	22,618	
Driver	36,358	50.000%	18,179	50.000%	18,179	
Driver	36,358	50.000%	18,179	50.000%	18,179	
Driver	36,358	50.000%	18,179	50.000%	18,179	
Driver	36,358	50.000%	18,179	50.000%	18,179	
PT Medical Driver (860 Hrs.)	12,900	50.000%	6,450	50.000%	6,450	
Pt Medical Driver (860 Hrs.)	12,900	50.000%	6,450	50.000%	6,450	
Program Assistant I --Transit	36,358	31.000%	11,271	31.000%	11,271	
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		#DIV/0!		#DIV/0!	0	
Total Salaries			192,158		192,158	192,158
FICA			0		0	
Medicare	1.45%		2,786		2,786	
FUI	0.00%				0	
SUI	0.00%				0	
ETT	0.00%				0	
Total Payroll Taxes			2,786		2,786	2,786
Insurance - Health/Dental/Vision/Cafeteria Plan			33,855		33,855	
Insurance - Life			112		112	
Retirement					0	
Workers' Compensation					0	
Other -Group Health for Retirees			10,481		10,481	
Other -Retirement-Employer/Employee Unfunded Liability			30,145		30,145	
Other -					0	
Total Employee Benefits			74,593		74,593	74,593
TOTAL PERSONNEL COSTS			**269,537**		**269,537**	**269,537**

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County

Personnel Costs, In-Kind

02/28/22

Position Classification*	Annual Wage Rate**	FTE %	III B Transportation	Total FTE%	TOTAL
N/A		#DIV/0!		#DIV/0!	0
		#DIV/0!		#DIV/0!	0
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TOTAL IN-KIND PERSONNEL COSTS			0		0

*For each Position Classification, explain on the Narrative Explanation sheet the method for

*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hou

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

	A	D	L	M	N
1	Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportatio				
2	FY 2223 beginning July 01, 2022 and ending June 30, 2023				
3					
4	**Provider:** Mariposa County				
5					
6	**Cost Details**				
7				02/28/22	
8	**COST CATEGORIES**	**III B**		**TOTAL**	
9	**LINE ITEMS**	Transportation		**COSTS**	
10	**Staff Travel**				
11	Overnight travel costs	500		**500**	
12	Number of miles	223		**223**	
13	Reimbursement rate (maximum $0.50 per mile)	$ 0.50			
14	Private vehicle reimbursed costs per mile	112		**112**	
15	**Total Staff Travel**	**612**		**835**	612
17	**Staff Training-Describe**				
18	First Aid / CPR / AED Recertification	300		**300**	
19				**0**	
20				**0**	
21	**Total Staff Training**	**300**		**300**	300
23	**Property / Equipment - Unit Cost $500 minimum**				
24				**0**	
25				**0**	
26				**0**	
27	**Total Property / Equipment**	**0**		**0**	0
29	**Vendor / Consultant Agreements**				
30				**0**	
31				**0**	
32				**0**	
33	**Total Vendor / Consultants Agreements**	**0**		**0**	0
35	**Building Rent-Cash (Attach Cost Allocation)**				
36	Rent Allocation	1,569		**1,569**	
37				**0**	
38				**0**	
39	**Total Building Rent - Cash**	**1,569**		**1,569**	1,569
41	**Building Rent - In-kind (Attach Cost Allocation)**				
42				**0**	
43				**0**	
44				**0**	
45	**Total Building Rent - In-Kind**	0		**0**	0
47					
48					
49					
50					
52					
53	If further explanations are needed use the Narrative Explantic				

Revised 02/18
Tab: Cost Details

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

	A	B
7		
8	Sheet & Item	Narrative explanations 02/28/22
9	Summary of Cost / Insurance	Projected amount to be supplied by Mariposa Co. Auditor's Office during budget process.
10	Summary of Costs / Repair/Maintenance - Equip	Projected county vehicle expense, mileage vehicle expense, fair shuttle transp. And overall vehicle daily maintenance & cleaning supplies for all vehicles.
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Tab: Narrative Explanation

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Mariposa County Health & Human Services
Agency--Senior Nutrition & Services
Rent Allocation FY 2021-22

	Sq. Ft	Rate Per Sq. Ft	C-1	C-2	C-1 Rest	Transit	Sr. Services	TOTAL RENT
Dining Room	2250							
Kitchen & Pantries (80%) C-1	820.8							
Kitchen & Pantries (20%) C-2	205.2							
	3276	$ 5.6602564	$ 14,578.00	$ 3,965.00				$ 18,543.00
Office Allocated to A12AA (359 Sq. Ft.)	89.6	$ 17.50	$ 1,568.00					$ 1,568.00
	89.6	$ 17.50		$ 1,568.00				$ 1,568.00
	89.6	$ 17.50			$1,568.00			$ 1,568.00
	89.6	$ 17.51				$1,569.00		$ 1,569.00
Rental Cost NOT Allocated to A12AA Budgets							$11,183.00	$ 11,183.00
	359		$ 16,146.00	$ 5,533.00	$ 1,568.00	$ 1,569.00	$ 11,183.00	$ 35,999.00

*Rent allocation percentiles for Kitchen and pantries are based on projected number of meals to be provided AND on volumne and bulk of stored items for home delivery.

Rent increase is set based on the housing index per lease agreement (max of 5% increase) IF there are changes (increases) to index. Rent rate per program is Mariposa County BOS allocated and approved.

Attachment V

Proposed Operating Budget: Mariposa County Health & Human Services Agency

Ongoing A12AA Funds Requested	Program Match: Cash	Program Match: In-kind	Non-Match: Cash	Non-Match: In-Kind	GRI	Total Program Budget
III-B Transportation $45,000	$247,399	0	$1,566	0	0	$293,965
C-1 Cong. $77,228	$271,035	$13,755	$17,288	0	0	$284,790
C-2 HDM $31,223	$104,412	$4,820	$9,065	0	0	$149,520

The Board of Directors of this Agency has approved submission of this application to A12AA at its meeting on (date) March 15, 2022.

TERMS AND CONDITIONS:

It is understood and agreed by the applicant agency that funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of A12AA, California Department of Aging and Administration for Community Living, U.S. Department of Health and Human Services.

Signatory authorized to commit applicant agency to enter into a contractual agreement with A12AA:

Name and Title (Print):

Rosemarie Smallcombe, Board of Supervisors District I, Chair

Signature: Rosemarie Smallcombe

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

ATTACHMENT W

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contract over $100,000 executed or renewed after January 1, 2017, the contractor certified compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed):* Mariposa County Health & Human Services Agency	*Federal ID Number* 94-6000800
By (Authorized Signature) Rosemarie Smallcombe	
Printed Name and Title of Person Signing Rosemarie Smallcombe, Board of Supervisors District I, Chair	
Date Executed March 15th, 2022	*Executed in the County and State of* Mariposa

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2022--2023

Location	What was changed	Rationale for change
Exhibit A Article I. Section A. Item 16	16. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.	Nutrition education is referenced in Exhibit A, Article 1, A (Title III C-1 and Title IIIC-2) and should be defined. Definition is consistent with the New State Program Reporting (SPR) Data Elements Definition.
Exhibit A Article I, Section A, Item 2	Title IIIB Supportive Services means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321 (a)]	OAAPS is the name of the new system that CDA reports into the ACL. NAPIS has been replaced. Functionally nothing has changed for the contractor.
Exhibit A Article 1 Section A Item 4	**Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition ~~and health promotion~~ education, ~~health promotion programs,~~ nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria:	Removed 'health promotion' from the list which caused confusion with IIIB or IIID activities.
Exhibit A Article I	**Title IIIC-2 (Home-Delivered Nutrition Services)** means nutrition services provided to	Removed 'health promotion' from list

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2022--2023

Section A Item 5	homebound older individuals including meals, nutrition ~~and health promotion~~ education, and nutrition risk screening.	which caused confusion with IIIB or IIID activities.
Exhibit A Article II Section A Item 29	29. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance. (OCNP Menu Guidance)	Added to specify that Title IIIC meals must be in compliance with the OCNP Menu Guidance
Exhibit A Article III Section A	Congregate Meals - Provision of a meal to eligible individuals in a congregate group setting at a nutrition site, senior center or some other congregate setting, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services.	Revised definition for clarification
Exhibit A Article III Section B	Home Delivered Meal - Provision of a meal to eligible individuals at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services.	Revised definition for clarification
Exhibit A Article III Section A, B or C	Transportation - To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.	Revised definition for clarification
Exhibit B Article II Section D Item 1	1. The maximum reimbursement amount allowable for indirect costs is not to exceed ten percent (10%) of Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category. [CFR	Added language for clarification

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2022--2023

	200.414(c)(1),(f;] [45 CFR 75.414(c)(1)(f)].	
Exhibit B Article III Section E	Equipment/Property with per unit cost over $5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from A12AA and CDA and must be included in its approved Provider Budget. To request approval for specific equipment items, requests with justifications shall be sent to A12AA Executive Director. A12AA Executive Director will submit request approval to cdaequipment@aging.ca.gov. Please note an approved budget is not approval for equipment purchase.	Clarification that an approved budget with equipment is not an approval of that equipment purchase.
Exhibit E Article I Section A Item 17	17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.	Draws specificity to including Local Ombudsman Programs in this requirement
Exhibit E Article I Section B Item 1 & Item 2	1. The Long-Term Care Ombudsman funds from Title IIIB and VIIA, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program. 2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program.	Specifying and clarifying the purpose of LTCO funding and the role of coordinators in budget development

Attachment: (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 (RES-2022-409 : Approval of Agreement with Area 12 Agency on

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-410

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Operational Agreement Between Mountain Crisis Services and Mariposa County Human Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a three-year operational agreement between Mountain Crisis Services, a program of Alliance for Community Transformations, Inc., and Mariposa County Health and Human Services Agency (**HHSA**) to provide services for domestic violence and sexual assault victims; and authorize HHSA Director to sign the agreement.

This is an Operational Agreement to coordinate responses for domestic violence and sexual assault victims and their families. This Agreement does not involve an exchange of funds that impacts the County at large and specifically facilitates cooperation between HHSA and Mountain Crisis to maximize assistance for victims receiving services from the respective entities. Given this fact and approval of the Agreement by County Counsel beforehand, Mountain Crisis and HHSA requests authorization to sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the current operational agreement on January 7, 2020 through Resolution No. 2020-17.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not supporting this Agreement would not allow for coordination of services between HHSA and Mountain Crisis and hinder providing the best response to domestic violence and sexual assault victims and their families.

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

ATTACHMENTS:
Health and Human Services MOU (PDF)
Domestic Violence - Crime Victim 2019 - 2022 Wd.h.signature (PDF)
MOU Domestic Violence 2017-2020 (PDF)
MOU Domestic Violence 2014-2017 (PDF)

REF ID# 13119

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

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

OPERATIONAL AGREEMENT
BETWEEN
MOUNTAIN CRISIS SERVICES, A PROGRAM OF ALLIANCE FOR COMMUNITY TRANSFORMATIONS
AND
MARIPOSA COUNTY HEALTH AND HUMAN SERVICES

This operational agreement stands as evidence that Mountain Crisis Services (MCS) a program of Alliance for Community Transformations, (Alliance), and Mariposa County Health and Human Services (MCHHS) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Mariposa County. Both agencies believe that cooperative provision of services for domestic violence and sexual assault victims and their families, as described herein, will further this goal. To this end, each agency agrees to participate in the program, by coordinating/providing the following services.

MCS domestic violence program will closely coordinate the following service with MCHHS.

A. Project staff being readily available to MCHHS for service provision through in-person and telephone contact;
B. To coordinate services, representatives of MCS and a representative from MCHHS will meet during regularly scheduled Mariposa Abuse Prevention Collaborative meetings.

Mountain Crisis Services agrees to the following:

1) Provide 24-hr crisis line services, individual/group counseling, legal assistance, emergency food/clothing, and shelter to domestic violence and sexual assault victims and their children who seek assistance from MCS.
2) Engage in cross trainings with MCHHS staff.
3) Immediately report by phone, cases of suspected child abuse/neglect to Child Welfare Services, daytime and after hours as appropriate, and provide written reports regarding these cases as required by law.

Mariposa County Health and Human Services agrees to the following:

1) Refer, as appropriate, domestic violence and sexual assault victims to MCS.
2) Engage in cross training with MCS staff and volunteers as necessary.
3) Participate on the Mariposa Abuse Prevention Collaborative meetings to help ensure the development and coordination of services for children and families in Mariposa County.

We, the undersigned as authorized representatives of Mountain Crisis Services and Mariposa County Health and Human Services, do hereby approve this document for the fiscal years October 1, 2022 through September 30, 2025.

Mountain Crisis Services:

_____
Alison Tudor
Executive Director

Date: _____

Mariposa Health and Human Services:

_____
Joe Lynch
Director of Human Services

Date:_____

Attachment: Health and Human Services MOU (RES-2022-410 : Operational Agreement Between Mountain Crisis Services and Mariposa County

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

OPERATIONAL AGREEMENT BETWEEN
MOUNTAIN CRISIS SERVICES, a program of
ALLIANCE FOR COMMUNITY TRANSFORMATIONS
AND
MARIPOSA COUNTY HEALTH AND HUMAN SERVICES

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Mariposa County Department of Human Services agrees to the following:

1) Refer, as appropriate, domestic violence and sexual assault victims to MCS.
2) Engage in cross training with MCS staff and volunteers as necessary.
3) Participate on the Mariposa Abuse Prevention Collaborative meetings to help ensure the development and coordination of services for children and families in Mariposa County.

We, the undersigned as authorized representatives of Mountain Crisis Services and Mariposa County Health and Human Services, do hereby approve this document for the fiscal years October 1, 2019 through September 30, 2022.

Mountain Crisis Services:

Alison Tudor
Executive Director

Date: 11/19/19

Mariposa Health and Human Services:

Chevon Kothari
Director of Human Services

Date: 11/19/19

Mountain Crisis Services
VALLEY CRISIS CENTER
ETHOS
MHH
CASA Court Appointed Special Advocates FOR CHILDREN

Drag

Attachment: Domestic Violence - Crime Victim 2019 - 2022 Wd.h.signature (RES-2022-410 : Operational Agreement Between Mountain Crisis

Alliance for Community Transformations

5200 Highway 49 N.P.O. Box 2075 Mariposa, CA 95338
Phone: (209) 742-6456 Fax: (209) 742-6450

OPERATIONAL AGREEMENT BETWEEN MOUNTAIN CRISIS SERVICES, a program of Alliance for Community Transformations AND MARIPOSA COUNTY DEPARTMENT OF HUMAN SERVICES

This operational agreement stands as evidence that Mountain Crisis Services (MCS) a program of Alliance for Community Transformations, (Alliance), and Mariposa County Department of Human Services (MCDHS) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Mariposa County. Both agencies believe that cooperative provision of services for domestic violence and sexual assault victims and their families, as described herein, will further this goal. To this end, each agency agrees to participate in the program, by coordinating/providing the following services.

MCS domestic violence program will closely coordinate the following services with MCDHS.

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Mariposa County Department of Human Services agrees to the following:

1) Refer, as appropriate, domestic violence and sexual assault victims to MCS.
2) Engage in cross training with MCS staff and volunteers as necessary.
3) Participate on the Mariposa Abuse Prevention Collaborative meetings to help ensure the development and coordination of services for children and families in Mariposa County.

We, the undersigned as authorized representatives of Mountain Crisis Services and Mariposa County Department of Human Services, do hereby approve this document for the fiscal years July 1, 2017 through June 30, 2020.

Mountain Crisis Services:

Alison Tudor
Executive Director

Date: 5.5.17

Mariposa County Department of Human Services:

Chevon Kothari
Director of Human Services

Date: 5-5-17

Attachment: MOU Domestic Violence 2017-2020 (RES-2022-410 : Operational Agreement Between Mountain Crisis Services and Mariposa

Alliance for Community Transformations

5200 Highway 49 N.P.O. Box 2075 Mariposa, CA 95338
Phone: (209) 742-6456 Fax: (209) 742-6450

OPERATIONAL AGREEMENT BETWEEN MOUNTAIN CRISIS SERVICES, a program of Alliance for Community Transformations AND MARIPOSA COUNTY DEPARTMENT OF HUMAN SERVICES

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Mariposa County Department of Human Services agrees to the following:

1) Refer, as appropriate, domestic violence and sexual assault victims to MCS.
2) Engage in cross training with MCS staff and volunteers as necessary.
3) Participate on the Mariposa Abuse Prevention Collaborative meetings to help ensure the development and coordination of services for children and families in Mariposa County.

We, the undersigned as authorized representatives of Mountain Crisis Services and Mariposa County Department of Human Services, do hereby approve this document for the fiscal years July 1, 2014 through June 30, 2017.

For Mountain Crisis Services:

Alison Tudor
Executive Director

Date: 5.8.14

For Mariposa County Department of Human Services:

Chevon Kothari
Director of Human Services

Date: 5-9-14

Attachment: MOU Domestic Violence 2014-2017 (RES-2022-410 : Operational Agreement Between Mountain Crisis Services and Mariposa

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-411

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Esri Contract for County GIS Services

RECOMMENDATION AND JUSTIFICATION:

Approve a Three-Year Agreement with Environmental Systems Research Institute, Inc. (ESRI) for County Wide GIS Services Renewal Contract in an Amount Not to Exceed $82,500; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The initial agreement in 2019 was for three (3) years and will expire on 7/29/2022.

The proposed FY 2022-2023 budget includes the first year of $27,500 of this three (3) year contract.

Previous to this upgrade, the County was paying for GIS services (including user seats) on an a la carte basis. This agreement has enabled the County to have access to ample user seats. Currently every County staffer who needs a user seat can have one, including Health and Human Services (who have confidentiality requirements). This agreement is critical for Mariposa County for not only standard application uses but also during emergency or disaster services.

The County GIS program is also essential for the County as we move to enhance new county operating systems.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 23, 2019, The Board approved the upgrade of the County GIS program through ESRI, Board Resolution 2019-434.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this request will mean that the County will revert back to an al a carte pricing structure with ESRI. Based on the amount of user seats that are currently in place it would be cost prohibitive to pursue a per seat costing structure.

ATTACHMENTS:
Co of Mariposa Ent Agrmt Renewal QT Q-458408 (PDF)

REF ID# 13063

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

Quotation # Q-458408

Date: April 5, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/5/2022 To: 7/4/2022

Customer # 277637 Contract #

County of Mariposa
Mariposa County GIS
5100 Bullion St
Mariposa, CA 95338-2411

ATTENTION: Ben Ogren
PHONE: (209) 742-1231
EMAIL: bogren@mariposacounty.org

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	$27,500.00	$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	$27,500.00	$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	$27,500.00	$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal:	$82,500.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jesse Gonzalez	jesse_gonzalez@esri.com	(909) 793-2853 x1106

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GONZALEZJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Attachment: Co of Mariposa Ent Agrmt Renewal QT Q-458408 (RES-2022-411 : Esri Contract for County GIS Services)

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Tracker for ArcGIS Enterprise
5 ArcGIS Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)
2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**2**
Number of Tier 1 Help Desk individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Attachment: Co of Mariposa Ent Agrmt Renewal QT Q-458408 (RES-2022-411 : Esri Contract for County GIS Services)

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

MARIPOSA COUNTY
(Customer)
By: _____
Authorized Signature
Printed Name: Rosemarie Smallcombe
Title: Chair, Board of Supervisors
Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Ben Ogren
Telephone: 209-966-5151
Fax: 209-742-5024
Address: 5100 Bullion Street
PO Box 2039
Email:bogren@mariposacounty.org
City, State, Postal Code: Mariposa, CA 95338
Country: USA
Quotation Number (if applicable): Q458408

Attachment: Co of Mariposa Ent Agrmt Renewal QT Q-458408 (RES-2022-411 : Esri Contract for County GIS Services)

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

Attachment: Co of Mariposa Ent Agrmt Renewal QT Q-458408 (RES-2022-411 : Esri Contract for County GIS Services)

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

Attachment: Co of Mariposa Ent Agrmt Renewal QT Q-458408 (RES-2022-411 : Esri Contract for County GIS Services)

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

Attachment: Co of Mariposa Ent Agrmt Renewal QT Q-458408 (RES-2022-411 : Esri Contract for County GIS Services)

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Attachment: Co of Mariposa Ent Agrmt Renewal QT Q-458408 (RES-2022-411 : Esri Contract for County GIS Services)

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-412

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve Agreement with Stericycle - Document Shredding Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Stericycle, Inc to provide on-site confidential document shredding services at 5091 Bullion Street, Mariposa, California; and authorize the Board of Supervisors Chair to sign the Agreement.

The County currently has an Agreement with Stericycle Inc. to provide on-site confidential document shredding services to the Mariposa County Probation Department. The term of the agreement is June 23, 2022 through July 22, 2022 and will automatically renew on a month to month basis until terminated or contract ends on June 22, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is the first time this agreement has been brought before the board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve this Agreement will result in Mariposa County Probation not maintaining on-site confidential document shredding services.

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

ATTACHMENTS:
Shred -It Agreement 2022-2027 (PDF)

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

REF ID# 13137

DocuSign Envelope ID: 4B557A66-1033-4E0C-8679-BED9BB34046A

Stericycle | Shred-it Shred-it® is a Stericycle solution.

Standard Agreement

Effective Date 06.23.2022 between Stericycle, Inc and MARIPOSA COUNTY PROBATION DEPT. located at 5091 BULLION ST, MARIPOSA, California,95338-2416

Contract Entities: (Sold to) :

Customer/Company Name:	MARIPOSA COUNTY PROBATION DEPT.
Address 1:	5091 BULLION ST
Address 2:	
City / State / Zip:	MARIPOSA, California, 95338-2416
Phone:	2097421285
Email:	cshelton@mariposacounty.org
Contact:	Carla Shelton
Title:	

Billing Information

Billing Contact/Company Name:	MARIPOSA COUNTY PROBATION DEPT.
Address 1:	
Address 2:	
City / State / Zip:	
Phone:	2097421285
Email:	cshelton@mariposacounty.org
Contact:	Carla Shelton
Title:	

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: MARIPOSA COUNTY PROBATION DEPT. Address: 5091 BULLION ST, MARIPOSA, California, United States, 95338-2416	REGULAR SERVICE | ON-SITE (PAPER)	Every 4 Weeks	1 Each	$ 128.06 minimum per pickup	N/A	API: 7% Months Until First Price Increase: 12	Jun 22, 2027	Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: MARIPOSA COUNTY PROBATION DEPT. Address: 5091 BULLION ST, MARIPOSA, California, United States, 95338-2416	CONSOLE (STANDARD)	Every 4 Weeks	3 Each	$ 15.43 per container Minimum include 3 each	N/A	API: 7% Months Until First Price Increase: 12	Jun 22, 2027	Metro Surcharge: $ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Attachment: Shred -It Agreement 2022-2027 (RES-2022-412 : Approve Agreement with Stericycle - Document Shredding Services)

DocuSign Envelope ID: 4B557A66-1033-4E0C-8679-BED9BB34046A

Contract Effective Date: 06.23.2022

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.* *The offer will expire 06.22.2027*

Stericycle:		**Customer:**	
Contracting Entity:	**Stericycle Inc.**	Customer/Company:	Mariposa County
Name:	Lance Garnett	Name:	XXXXXXXXX
Title:		Title:	Rosemarie Smallcombe, Board Chair
Date:		Date:	
Signature:		Signature:	

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

Attachment: Shred -It Agreement 2022-2027 (RES-2022-412 : Approve Agreement with Stericycle - Document Shredding Services)

DocuSign Envelope ID: 4B557A66-1033-4E0C-8679-BED9BB34046A

TERMS AND CONDITIONS

1.Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and MARIPOSA COUNTY PROBATION DEPT. with offices at 5091 BULLION ST,MARIPOSA, California,United States,95338-2416(Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 06 23,2022(the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

Term of this Agreement. (a) The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 60 months. This Agreement will automatically renew on a month to month basis (Extension Term), until either party gives the other party 30 days' prior written notice of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term.(b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law, if different) on the outstanding balance. Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. Customer shall not be entitled to withhold payment by way of set-off or counterclaim. Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle polices related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

Attachment: Shred -It Agreement 2022-2027 (RES-2022-412 : Approve Agreement with Stericycle - Document Shredding Services)

13.Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

During the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

Attachment: Shred -It Agreement 2022-2027 (RES-2022-412 : Approve Agreement with Stericycle - Document Shredding Services)

DocuSign Envelope ID: 4B557A66-1033-4E0C-8679-BED9BB34046A

Attachment: Service Compliance

REGULAR SERVICE | ON-SITE (PAPER)

CONSOLE (STANDARD)

Attachment: Shred -It Agreement 2022-2027 (RES-2022-412 : Approve Agreement with Stericycle - Document Shredding Services)

MARIPOSA COUNTY

Probation · (209) 966 3612

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Proclamation: "Pretrial, Probation and Parole Supervision Week"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Week of July 17Th through July 23Rd as "Pretrial, Probation, and Parole Supervision Week"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved proclamations of support in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board and community would miss the opportunity to recognize the integral work these professionals do for our community.

ATTACHMENTS:
Pretrial probation and parole supervision week 2022 (PDF)

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

JULY 17th -23rd, 2022

as

"Pretrial, Probation and Parole Supervision Week"

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS community correction professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity all while being responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community correction professionals continually partner with other community agencies and groups to provide services and referrals to offenders; and

WHEREAS, community correction professionals are a true force for positive change who continue to be outstanding assets to their community by promoting prevention, intervention, restorative justice and advocacy.

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby recognizes the Probation Employees of the Mariposa County Probation Department by proclaiming the week of July 17th – 23rd, 2022, as **"Pretrial, Probation, and Parole Supervision Week"** and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 12th day of July, 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: Pretrial probation and parole supervision week 2022 (2022-76 : Proclamation: "Pretrial, Probation and Parole Supervision Week")

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-413

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action for Emergency Repairs of the Coulterville Service Area Well ($40,000)

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Reducing General Funds and Increasing Administration CARES ACT Fund for Emergency Repairs of the Coulterville Service Area District Well ($40,000).

On May 17, 2022, Public Works staff received a low water level alarm indicating that the Coulterville water storage tank was only at half capacity and dropping. Local contractor Yosemite Falls Inc was contacted the same day to do an inspection of the well and determined that the well pump was running over it's amp rating and causing the master well pump controls to over heat and shut off. On May 18, 2022 Yosemite Falls Inc located a new 15 hp submersible pump and associated pump controls that were likely damaged by the pump's over amperage and was directed to make the emergency repairs. Repairs were completed on May 18, 2022 and the well pumping system was again providing water to the water storage tank. One of the pump control items is currently on back-order, but the system can continue to operate normally until the final control part is installed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The pump that was replaced was approximately eleven years old and likely reaching its normal life-cycle expectancy. However, recent wild land fires over the last few years also likely added additional ware and tare to the well pump system by pumping 24 hours per day on multiple occasions, some occasions lasting weeks at a time to keep up with the water demand for fire suppression activities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would preclude the Auditor to pay the invoice from Yosemite Falls, Inc.

FINANCIAL IMPACT:
This budget action, if approved, reduces the General Fund by $40,000

ATTACHMENTS:
Budget Action - FY21-22 Fund 3487 - Well Pump Repair (PDF)

REF ID# 13060

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3487	102	46064	CARES ACT - Federal		($40,000)	
3487	102	70321	Utility Infrastructure		$40,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: Appropriate fund 3187 of the CARES ACT for emergency well pump replacement in Coulterville

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

3314 Coulterville Service Area District

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 3487 - Well Pump Repair (RES-2022-413 : Approve Budget Action for Emergency Repairs of the

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-414

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge Replacement Project

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RECOMMENDATION AND JUSTIFICATION:
Approve Third Amendment with Quincy Engineering for the Schoolhouse Road over Owens Creek Bridge Replacement Project Extending the Term of Agreement to December 31, 2025, Adding Environmental Work, and Increasing Compensation by $210,030 for a New Not To Exceed Amount of $729,030; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Redesign efforts and additional environmental studies are necessary to complete the bridge design. There are scatter piles, bedrock mortar features, and a Chinese rock wall within the project area. Subsurface investigations are required. The new bridge will be constructed in the same footprint as the existing bridge. Constructing in the same footprint reduces impacts assuming the prior project already disturbed any artifacts. However, Schoolhouse Road will need to be closed during construction and residents detoured to Old Highway.

This project is funded through the Federal Highway Administration, Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California. Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 11, 2018, Resolution 2018-598 authorized to extend the date of completion to December 31, 2021.

On May 16, 2017, Resolution 2017-298 extended the term of the Agreement to December 31, 2018 and increase compensation by $372,000 for a new Not To Exceed Amount of $519,000

On August 19, 2014, Resolution 2014-436 authorized Public Works to enter into an Agreement with Quincy Engineering for bridge design in the Not to Exceed Amount of $152,000. The contract was executed for $147,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County risks losing its HBP funding.

FINANCIAL IMPACT:
There is no financial impact as funding for this project is 100% reimburseable.

ATTACHMENTS:
Original Contract (PDF)
Amendment No 1 (PDF)
Amendment No 2 (PDF)
Amendment No 3 (PDF)

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

RES. NO. 14-150

15-012

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 19th day of August, 2014 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Quincy Engineering
11017 Cobblerock Drive
Rancho Cardova, CA 95670

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on August 19, 2014, and shall terminate on December 31, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express 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.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: . Contractor agrees to provide services to the Department of Public Works per the scope of work attached hereto. Quincy Engineering will provide Project Management, Topographic Survey and Right-of-Way Mapping, Geotechnical, Hydraulics, Preliminary Engineering and Environmental Surveys and Constraints Mapping for the replacement of the Owens Creek Bridge on School House Road (Bridge No. 40C0053) detailed in Exhitit "A" attached.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to,

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Consultant, County agrees to pay Consultant in proportion to the services satisfactorily performed with a not to exceed amount of **$147,000**. Items designated as "time and materials", the consultant shall be paid, and reimbursed for costs, a total sum not to exceed the amount shown in Exhibit "A" attached hereto. Payment will be made at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this agreement without further compensation or cost reimbursement.

[ ] Total sum to be paid upon completion of services,
or
[x] Incremental payments based on the following schedule:
Submittal of monthly invoices

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

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

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

5.08 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.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

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

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for services performed in accordance with Article 4 (Compensation) of this Agreement at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:
Department of Public Works

KEVIN CANN, Chairman
Mariposa County Board of Supervisors

Date: 8/27/14

CONTRACTOR:
Quincy Engineering

(Signature)

Date: 8/14/14

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Date: 8-19-14

APPROVED BY:

PETER M. REI, PE
Public Works Director

Date: 8/5/14

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

PROJECT SCOPE OF WORK

SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work to provide plans, specifications, and estimate (PS&E), environmental clearance and construction management for a the replacement of the Owens Creek Bridge on School House Road (**Bridge Number 40C0053**) in **Mariposa County (County)**. The work has been broken out into three phases as described below:

- **Phase 1 (Phase 1 scope shown below)**
  - Project Management
  - Topographic Survey & Preliminary Right of Way Mapping
  - Preliminary Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental Surveys and Constraints Mapping
- **Phase 2 (Scope to be determined upon completion of Phase 1)**
  - Subsurface Exploration & Foundation Report
  - Public Outreach
  - Environmental Studies and Regulatory Compliance
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions
- **Phase 3 (Scope to be determined upon completion of Phase 2)**
  - Bidding and Post Award
  - Construction Management

Phase 1 scope of work is shown below. The Phase 2 & 3 scope of work will be determined from the findings in Phase 1. Attached (Exhibit B) is the corresponding fee for the following tasks in Phase 1.

PHASE I

TASK 1 – PROJECT MANAGEMENT

Task 1.1 - Kick-off Meeting

A kick-off meeting will be held at the **County** office after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the Scope of Work, and define the roles and responsibilities of the various Team members. **Quincy** will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes. Upon completion of the meeting the Project Team will visit the site.

Task 1 Products:

- Kick-off Meeting
- Project Schedule – MS Project
- PDT Meetings (Agenda & Meeting Minutes) – Total 2
- Phone Conferences – Total 1

Task 1.2 - Project Management & Schedule

Quincy will be responsible for assembling a Project Development Team (PDT) for the project. **Quincy** will lead PDT meetings, which will include distributing approved meeting agendas, arranging attendance of key team members, and distributing meeting minutes along with a summary of action items. **Quincy** will also develop and update a critical path schedule for the project. A total of two (2) PDT meetings in person and one (1) Phone Conference is proposed for this Scope of Work in addition to the kick-off meeting. **Quincy** will also develop a PS&E delivery schedule to distribute to the Team, which will be

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

updated regularly as required.

Task 1.3 - Quality Control/Quality Assurance

Quincy will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. **Quincy** will provide contract management and quality control services throughout the duration of the project.

Task 1.4 - Highway Bridge Program (HBP) Updates

Quincy will assist the **County** with the completion of HBP forms requiring submittal found in the Caltrans Local Assistance Program Guidelines. The HBP forms will be completed and submitted to the **County** in Microsoft Word format.

TASK 2 – TOPOGRAPHIC SURVEY & RIGHT-OF-WAY MAPPING

Task 2.1 - Record Research & Record Calculations

Quincy will perform record research at the **County** to locate recorded maps, deeds, right-of-way maps, and other boundary evidence. Preliminary Title Reports for each property affected will be provided by the county and all exception documents will be reviewed to determine the potential effects on the existing right-of-way. Record right-of-way and property boundaries located within the project limits will be calculated to facilitate search positions for existing boundary evidence in the field.

Task 2 Products:

- Record Research
- Control and Right-of-Way Survey
- Topographic and Utility Base Map
- Cross-Sections

Task 2.2 – Preliminary Right-of-Way & Control Field Survey

Quincy will perform a right-of-way survey and provide design control and right-of-way mapping for the project. Horizontal and vertical control points will be set to last throughout the project. Horizontal datum will be based on the North American Datum 83 (NAD 83). Vertical datum will be based on the North America Vertical Datum 88 (NAVD 88). A field survey will be conducted to search and locate existing survey monuments and physical evidence required to establish the existing right-of-way and property lines at those locations where any portion of the project encroaches.

Task 2.3 - Topographic Survey & Cross-Sections

A topographic survey will be conducted locating existing site improvements, visible utilities, trees larger than six inches in diameter, and other features necessary for improvement design. All surveys will be based on the previously established project control. Survey data will be compiled and processed and incorporated into a Topographic Base Map to serve as a base file for design improvements. Additionally, seven (7) cross-sections of the creek will be taken to facilitate the hydraulic analysis.

TASK 3 – PRELIMINARY GEOTECHNICAL INVESTIGATIONS

Task 3.1 – Kick-off Meeting and Reconnaissance

Kleinfelder will attend the kick-off meeting and subsequently will perform site reconnaissance to review project limits along with observing surface materials. They will review as-built plans (if available), inspection reports, the neighboring bridges and published geologic mapping.

Task 3 Products:

- Preliminary Foundation Memorandum

Task 3.2 - Preliminary Foundation Memorandum

Following site reconnaissance, Kleinfelder will prepare a Preliminary Foundation Memorandum. This memorandum will include summary of assumed site geology and subsurface conditions, assumed

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

liquefaction potential, preliminary foundation recommendations and preliminary construction considerations.

TASK 4 – HYDRAULICS

Task 4.1 - Project Meetings

WRECO will attend one (1) Project kickoff field meeting and also participate in two (2) conference calls with the **County** and Project Team staff.

Task 4.2 - Data Review and Field Reconnaissance

WRECO will review available data, including previous studies, provided by the **County** and the Project Team. WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Task 4 Products:

- Draft Summary of Floodplain Encroachment Technical Memo (3 copies)
- Final Summary of Floodplain Encroachment Technical Memo (5 copies)
- Draft Bridge Design Hydraulic Study Report (3 copies)
- Final Bridge Design Hydraulic Study Report (5 copies)

Task 4.3 - Hydrologic Analysis

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there is no detailed study available at the bridge site. WRECO will perform hydrologic analyses using at least two of three different methods to estimate the design flows: 1) USGS Regional Regression Method, 2) Unit Hydrograph Method, and 3) a statistical analysis using the USGS stream gage data. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

Task 4.4 - Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

Task 4.5 - Bridge Location Hydraulic Study

WRECO will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the bridge alternatives. WRECO will prepare the Summary of Floodplain Encroachment Technical Memorandum because the Project site has minimal or no floodplain encroachment.

Task 4.6 - Scour Analysis

WRECO will perform scour analysis to determine the stability of the creek and the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures.

Task 4.7 - Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulics Study Report to summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

TASK 5 – PRELIMINARY ENGINEERING

Task 5.1 - Basis of Design

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, and traffic count data. This document will establish the design criteria and the preliminary roadway alignments.

Task 5.2 – Replacement Justification

The current sufficiency rating for this bridge is 55.7 with a status of "*Structurally Deficient*". While FHWA does not typically fund the widening of bridges that are constructed of timber, our experience with Caltrans District 10 Structures Local Assistance is they will require a memorandum justifying replacement. **Quincy** will prepare this memorandum.

Task 5.3 - Roadway Geometric Approval Drawings and Bridge Advance Planning Studies

Quincy will prepare preliminary roadway geometric drawings, bridge planning studies, and summarize the advantages/disadvantages for various alternatives. This will assist the **County** in their determination of the preferred alignment and bridge type. Since the roadway will be replaced on the existing tangent alignment, roadway alternatives will likely consist of vertical profile options based on various bridge depth alternatives. Since the roadway will be widened, **Quincy** will also study minimizing the right-of-way impacts with several horizontal alignment shifts. **Quincy** will study up to two horizontal widening options, and up to three vertical profile options. **Quincy** will develop up to three bridge planning study alternatives.

Task 5 Products:

- Basis of Design Document
- Replacement Justification Memorandum (3 copies)
- Type Selection Report (5 hard copies and electronic PDF)
- 30% Roadway plans (5 sets – 11" x 17")

Task 5.4 - Type Selection Report

Quincy will prepare a Type Selection Report, which will contain a General Plan and General Plan Estimate for each alternative along with our alternative recommendation. The report will also summarize design speed, safety, geotechnical, hydraulics, aesthetics, right-of-way impacts, environmental constraints, construction access and costs.

Task 5.5 - Preliminary Roadway Design (30% Plans)

Upon the County's decision on a preferred roadway alignment, **Quincy** will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. The plans will include any required staging or detour. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits. **Quincy** shall prepare an "Engineers Opinion of Probable Construction Cost" and will include appropriate contingency factors for this level of design.

TASK 6 – ENVIRONMENTAL

The scope described below includes preparation of the PES Form, preliminary literature searches and field surveys which will be used to prepare the technical reports (Phase 2). Consistent with their recent experience on similar bridge replacement projects, ESA assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. Consequently, this scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by ESA team members.

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

Task 6.1 - Prepare PES, APE Map and Coordination Meeting

ESA will coordinate with **Quincy** and the **County** to prepare a draft project description to be used in the environmental compliance documents. The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. As part of the project description, an Area of Potential Effect (APE) map will also be prepared.

Task 6 Products:

- PES Form
- APE Map
- Wetland Delineation Map
- Constraints Map

Using preliminary environmental site data, ESA will prepare and submit a draft PES form and APE map to the **County** and Caltrans. Based on their preliminary review of the Study Area, the scope of work assumes preparation of several technical studies (Phase 2). ESA will also assist the **County** in scheduling a site visit with Caltrans staff to review and confirm the assumptions outlined in the draft PES form and APE map. Upon completion of the site visit, ESA will revise the draft PES and APE as appropriate and resubmit the final forms/maps to the **County** and Caltrans staff.

Task 6.2 – Field Surveys and Constraints Mapping

ESA will prepare a wetland delineation map along with performing field surveys for the Water Quality Assessment Report (WQAR), Natural Environment Study (NES), Biological Assessment (BA), Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR). From these surveys a constraints map will be prepared which will be used to scope the required Phase 2 work

PROJECT ASSUMPTION

- The scope of work does not include protocol-level surveys or exclusion and/or relocation efforts for listed species.

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

Mariposa County - Owens Creek Bridge on School House Road (Br. No. 40C0053)

No.	TASKS	Principal in Charge	Project Manager - PM	Senior Engineer - PE	Senior Engineer - PE	Associate Engineer - DE	Associate Engineer - DE	Survey Manager	Assistant Engineer - DE	Assistant Engineer - DE	Chainman	Drafter 2	Principal Engineer (QC/QA)	Admin	Senior Engineer - Spec.s	Quincy Total Hours	Kleinfelder	WRECO	ESA	Subconsultant Subtotal
		BL	LS	DM	MS	SM	KP	JW	road	bridge	survey	RR	JF		KG					
	Initial Hourly Rate	$74.37	$68.00	$51.87	$56.66	$48.61	$49.73	$48.52	$38.00	$38.00	$41.72	$26.54	$74.37	$20.00	$61.44					
	PHASE I - PROJECT MANAGEMENT & PRELIMINARY ENGR'G																			
1	**Project Management**																			
1.1	Kick-Off Meeting	8	12		8									2		30				
1.2	Project Management & Schedule	8	36	2	4									4		54				
1.3	QC/QA	1	2	1	1								2			7				
1.4	Highway Bridge Program Updates		4	8	8											20				
2	**Topographic Survey & R/W Mapping**																			
2.1	Record Research & Record calculations		2					20				20				42				
2.2	R/W & Control Field Survey		1					24			24					49				
2.3	Topographic Survey & Cross Sections		2					40			24	24				90				
3	**Geotechnical**		2	2	2											6	$2,509			$2,509
4	**Hydraulics**		2	2	4											8		$17,669		$17,669
5	**Preliminary Engineering**																			
5.1	Basis of Design	1	2	2	2	4	4									15				
5.2	Replacement Justification		8	20		24				8				2		62				
5.3	GADs and Bridge APS			4	8	12	64					24				112				
5.4	Type Selection Report		8	12		20				8		32		2		82				
5.5	30% Plans	1	2		8		40					24				75				
6	**Environmental**	2	12	2	4									2		22			$20,111	$20,111
	Subtotal- Hours	21	95	55	49	60	108	84		16	48	124	2	12		674				
	Other Direct Costs																			
	Total Cost	$1,562	$6,460	$2,853	$2,776	$2,929	$5,371	$4,076		$608	$2,003	$3,291	$149	$240		$32,316	$2,509	$17,669	$20,111	$40,289

EXHIBIT B

Cost Proposal

EXHIBIT B

Mariposa County - Owens Creek Bridge on School House Road (Br. No. 40C0053)

Date: 8/6/2014

Quincy Engineering, Inc.

	Direct Labor:				$32,315.85
	Escalation for Multi-Year Project (3.5%):				$1,131.05
	Overhead (1.77):				$59,134.13
A.	Labor Subtotal				$92,581.03
	Subconsultant Costs:				
	Kleinfelder				$2,509.00
	WRECO				$17,669.00
	AIM				$0.00
	ESA				$20,111.00
	Bender Rosenthal				$0.00
	Testing				$0.00
B.	Subconsultant Subtotal				$40,289.00
	Other Direct Costs:				
	Plotter/Computer		hours @	$10.00	$0.00
	Travel	1050	miles @	$0.565	$593.25
	Pier Diem/ Hotel	2	days @	$150.00	$300.00
	Phone/Fax				$0.00
	Delivery	3	@	$25.00	$75.00
	Survey Prevailing Wage Differential				$2,010.00
	Vellum / Mylars	0	sheets @	$25.00	$0.00
	Title Reports	0	@	$500.00	$0.00
	11 X 17 Reproduction	25	@	$0.10	$2.50
	Mounting Boards for Presentations	0	@	$100.00	$0.00
	Newsletters (Translation and printing)				
	Mailings (6x)				
C.	Other Direct Cost Subtotal:				$2,980.75
	Labor Subtotal A. =				$92,581.03
	Fee (12.0%):				$11,109.72
	Subconsultant Subtotal B. =				$40,289.00
	Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$2,980.75
	Fee (0.0%):				$0.00
	TOTAL =				**$146,960.51**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 179.4% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **$147,000.00**

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

County of Mariposa
Owens Creek Bridge on School House Road
Bridge Number 40C0053

Quincy Engineering Inc.

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Brent Lemon	Principal in Charge	$60 - $75	21 @	$74.37	$1,561.77
Lance Schrey	Project Manager - PM	$60 - $75	95 @	$68.00	$6,460.00
Danny Mossman	Senior Engineer - PE	$45 - $70	55 @	$51.87	$2,852.85
Mike Sanchez	Senior Engineer - PE	$45 - $70	49 @	$56.65	$2,775.85
Scott Mc Cauley	Associate Engineer - DE	$45 - $70	60 @	$48.81	$2,928.60
Krassimir Panayotov	Associate Engineer - DE	$45 - $70	108 @	$49.73	$5,370.84
Jon Wheat	Survey Manager	$32 - $55	84 @	$48.52	$4,075.68
Road Engineer	Assistant Engineer - DE	$25 - $40	0 @	$38.00	$0.00
Bridge Engineer	Assistant Engineer - DE	$25 - $40	16 @	$38.00	$608.00
Res. Eng./Str. Rep.	Resident Engineer / Structure	$25 - $40	0 @	$65.00	$0.00
Inspector	Inspector	$25 - $40	0 @	$42.00	$0.00
Chainman	Chainman	$32 - $50	48 @	$41.72	$2,002.56
Rich Ramirez	Drafter 2	$20 - $32	124 @	$26.54	$3,290.96
Jim Foster	Principal Engineer (QC/QA)	$45 - $75	2 @	$74.37	$148.74
Tara Malcolm	Admin	$10 - $35	12 @	$20.00	$240.00
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	0 @	$61.44	$0.00
			674		
				Subtotal Direct Labor Costs	$32,315.85
		4%		Anticipated Salary Increases	$1,131.05
				TOTAL - Direct Labor	$33,446.90

INDIRECT COSTS	Rate	Total
Overhead	176.80%	$59,134.13
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	176.80%	
TOTAL - Indirect Costs		$59,134.13

FEE	(12.00%)	TOTAL - Fee	$11,109.72

OTHER DIRECT COSTS			Total	
Travel Costs	1050 @	$0.565	$ 593.25	
Per Diem / Hotel	2 @	$150.00	$ 300.00	
Survey Prevailing wage Differential			$ 2,010.00	
Overnight Service	3 @	$25.00	$ 75.00	
Title Reports	0 @	$500.00	$ -	
11 x 17 copies	25 @	$0.10	$ 2.50	
				$2,980.75
			TOTAL COST	$106,671.50

Subcontractor Costs	$40,289.00	
Total Contract	$ 146,960.51	
Total not to Exceed=		$147,000

Attachment: Original Contract (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

RES. NO. 17-298

FIRST AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES ON SCHOOL HOUSE ROAD BRIDGE 40C0053

THIS FIRST AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES ON SCHOOL HOUSE ROAD BRIDGE 40C0053 is made and entered into this 16th day of May, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**", and Quincy Engineering, hereinafter referred to as "**Contractor**".

WHEREAS, the **County** and **Contractor** have heretofore entered into a Contract dated August 19, 2014, wherein **Contractor** agreed to provide Engineering and Bridge Design Services for School House Road Bridge (40C0053) services; and

WHEREAS, **County** and **Contractor** desire to amend said Contract to extend the term of Contract, to expand the scope of services, to increase compensation, and to include an Addendum to Agreement for Federally Funded Projects to be provided to **Contractor**;

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

1. Paragraph 1.01, "TERM" is hereby amended to extend the term of Agreement from December 31, 2016 to December 31, 2018.

2. Paragraph 3.01, "SERVICES", is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit "A-1" attached hereto.

3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Three Hundred Seventy Two Thousand Dollars ($372,000) will be added to the original contract price of One Hundred Fifty Two Thousand Dollars ($152,000), making the total

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

compensation paid to **Contractor** the not to exceed amount of Five Hundred Twenty Four Thousand Dollars ($524,000).

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW" is hereby amended to include the Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "B".

5. Except as herein amended, the agreement dated August 19, 2014 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

PROJECT SCOPE OF WORK

Previously **Quincy Engineering, Inc. (Quincy)** provided **Mariposa County (County)** with Preliminary Engineering for the replacement of the Owens Creek Bridge on School House Road (**Bridge Number 40C0053**). This first phase of work consisted of the following items:

- **Phase 1**
  - Project Management
  - Topographic Survey & Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental (Surveys and Constraints Mapping)

To date the products delivered to the County in this first Phase of work are the 30% Roadway Plans, Type Selection Report and Environmental Constraints Mapping (both biological and cultural).

Quincy provides the following scope of work summary to augment the Phase 1 tasks as well as include the Phase 2 tasks. The Scope of Work will include the following.

- **Phase 1 Augmentation**
  - Project Management
  - Additional Survey (to assist hydraulics engineer)
  - Environmental (Technical Studies)

- **Phase 2**
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions

PHASE 1 AUGMENTATION

TASK 1 – PROJECT MANAGEMENT

Additional PDT meetings in person and Phone Conferences are proposed for this Scope of Work. **Quincy** will also provide quality control services throughout the duration of Phase 2.

TASK 6 – ENVIRONMENTAL

The environmental scope is based on the results of the Preliminary Environmental Study (PES) Form (approved by Caltrans on March 28, 2016) and the recommendations provided in the biological/cultural resource technical memorandums completed under Phase I. This phase of work includes more detailed field surveys, submittal of technical reports to Caltrans, preparation of the CEQA document, and environmental permitting support to the **County**. **Quincy** assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. The scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by **Quincy**/Area West Environmental. For the **County's** CEQA compliance, **Quincy** will prepare an Initial Study/Mitigated Negative Declaration (IS/MND).

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

PHASE 2

TASK 7 – PS&E

Quincy will design the structure and has assumed that the final bridge design will be a single span, cast-in-place, reinforced concrete, slab bridge approximately 40 feet long by 29 feet wide. Quincy has also assumed the bridge will be replaced in the same location utilizing a temporary detour and that the bridge will be supported by seat type abutments founded on spread footings. Should the preliminary engineering result in a different alternative, the assumed design hours may need to be adjusted.

The final approach roadway design will be completed in accordance with applicable **County** Standards, Caltrans "Highway Design Manual", AASHTO's "A Policy on Geometric Design of Highways and Streets" and ADA along with Caltrans "Standard Specifications and Standard Plans".

TASK 8 – APPRAISALS AND ACQUISITIONS

Bender Rosenthal Inc.'s (BRI) will work with the engineering team to highlight property owners' issues prior to the appraisal and acquisitions phase. BRI will provide waiver valuations, in lieu of an appraisal reports along with Temporary Construction Easements (TCE) for up to four (4) referenced real properties.

TASK 9 – BIDDING & POST-AWARD ASSISTANCE (OPTIONAL)

Quincy can provide bidding assistance and construction support services for the **County** on a time and materials basis (we have assumed 104 hours):

PROJECT ASSUMPTIONS

- The **County** will be responsible for printing and distributing bid documents.
- The County will be responsible for Construction Management.
- Scope does not include processing acquisition through the eminent domain process.

COST PROPOSAL

A.	Quincy Engineering, Inc	-	$	213,865.96
			$	23,795.86 (+)
B.	Sub Consultants	-	$	113,978.71
			$	18,279.34 (+)
C.	Other Direct Costs	-	$	1,267.00
			$	380.00 (+)
			$	371,566.87
	Not to exceed	-	$	***372000.00***

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

Cost Proposal

Mariposa County - School House Road over Owens Creek Bridge Replacement (Br. No. 40C0053)

Quincy Engineering, Inc. Date: 4/9/2017

Direct Labor:				$69,910.74
Escalation for Multi-Year Project (3.5%):				$2,446.88
Overhead (1.64):				$118,594.14
A. Labor Subtotal				$190,951.75

Subconsultant Costs:

Kleinfelder				$0.00
JRP				$0.00
Area West				$82,878.71
Bender Rosenthal				$31,100.00
B. Subconsultant Subtotal				$0.00
				$113,978.71

Other Direct Costs:

Plotter/Computer		hours @	$10.00	$0.00
Travel	1050	miles @	$0.540	$567.00
Pier Diem/ Hotel	2	days @	$150.00	$300.00
Phone/Fax				$0.00
Delivery	4	@	$25.00	$100.00
Survey Prevailing Wage Differential				$0.00
Vellum / Mylars	0	sheets @	$25.00	$0.00
Title Reports	0	@	$500.00	$0.00
11 X 17 Reproduction	3000	@	$0.10	$300.00
Mounting Boards for Presentations	0	@	$100.00	$0.00
Newsletters (Translation and printing)				
Mailings (6x)				
C. Other Direct Cost Subtotal:				$1,267.00

Labor Subtotal A. =	$190,951.75
Fee (12.0%):	$22,914.21
Subconsultant Subtotal B. =	$113,978.71
Fee (0.0%):	$0.00
Other Direct Cost Subtotal: C. =	$1,267.00
Fee (0.0%):	$0.00
TOTAL =	**$329,111.68**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= $329,500.00

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

Cost Proposal

OPTIONAL TASKS

Mariposa County - School House Road over Owens Creek Bridge Replacement (Br. No. 40C0053)

Date: 4/9/2017

Quincy Engineering, Inc.

	Direct Labor:			$7,778.64
	Escalation for Multi-Year Project (3.5%):			$272.25
	Overhead (1.64):			$13,195.41
A.	Labor Subtotal			$21,246.30

Subconsultant Costs:

	Kleinfelder			$0.00
	JRP			$11,779.34
	Area West			$0.00
	Bender Rosenthal			$6,500.00
				$0.00
B.	Subconsultant Subtotal			$18,279.34

Other Direct Costs:

	Plotter/Computer	hours @	$10.00	$0.00
	Travel	375 miles @	$0.540	$202.50
	Pier Diem/ Hotel	1 days @	$150.00	$150.00
	Phone/Fax			$0.00
	Delivery	1 @	$25.00	$25.00
	Survey Prevailing Wage Differential			$0.00
	Vellum / Mylars	0 sheets @	$25.00	$0.00
	Title Reports	0 @	$500.00	$0.00
	11 X 17 Reproduction	25 @	$0.10	$2.50
	Mounting Boards for Presentations	0 @	$100.00	$0.00
	Newsletters (Translation and printing)			
	Mailings (6x)			
C.	Other Direct Cost Subtotal:			$380.00

Labor Subtotal A. =	$21,246.30
Fee (12.0%):	$2,549.56
Subconsultant Subtotal B. =	$18,279.34
Fee (0.0%):	$0.00
Other Direct Cost Subtotal: C. =	$380.00
Fee (0.0%):	$0.00
TOTAL =	**$42,455.19**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= $42,500.00

Total Including Optional Tasks= $372,000.00

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

EXHIBIT "B"

MARIPOSA COUNTY
Addendum to Agreement for Federally Funded
Projects (below $1,000,000)

Contractor: Quincy Engineering
Project: Schoolhouse Rd Bridge 40C0053
****

In addition to, and notwithstanding, the requirements set forth in the Professional Services Agreement, CONTRACTOR agrees to the following:

1. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. The CONTRACTOR shall not comment publicly to the press or any other media regarding this agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.

E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

A. This agreement shall go into effect contingent upon approval by the COUNTY, and the CONTRACTOR shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2018 unless extended by agreement amendment.

B. The CONTRACTOR is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

3. CONFLICT OF INTEREST

A. The CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for sub-contractors whose services are limited to providing surveying or materials testing information, no sub-contractor who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter I, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.

B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be as per the approved Cost Proposal.

C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. Use attached LAPM Exhibit 10-H for Cost Proposal Format. (Exhibit "C")

6. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

7. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding $5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense on the basis of a competent independent appraisal of such equipment.
Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess $25,000 shall contain the above provisions.

8. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

9. NON DISCRIMINATION

A. During the performance of this agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONTRACTOR shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

C. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Sub-contractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

E. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under this agreement until the CONTRACTOR complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

G. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the CONTRACTOR may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONTRACTOR and any sub-contractor shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this agreement to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

11. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONTRACTOR certifies to the best of his/her/its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid, by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONTRACTOR also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

A. The CONTRACTOR warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the agreement without liability; to pay only for the value of the work actually performed, or to deduct from the agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY's Travel Policy.

14. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this agreement pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this agreement, including but not limited to, the costs of administering this agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to this agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Subcontracts in excess of $25,000 shall contain this provision.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

15. STATE PREVAILING WAGE RATES

A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by the COUNTY's project manager.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. CONTRACTOR and sub-contractor agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by the COUNTY project manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. STATEMENT OF COMPLIANCE

A. The CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

B. During the performance of this agreement, the CONTRACTOR and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The CONTRACTOR and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONTRACTOR and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The CONTRACTOR and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The CONTRACTOR, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. SUBCONTRACTING

A. The CONTRACTOR shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of sub-contractors must be approved in writing by the COUNTY.

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

19. SAFETY

A. The CONTRACTOR shall comply with OSHA regulations applicable to the CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

(END OF ADDENDUM)

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

EXHIBIT "C"

EXHIBIT: 10-H

County of Mariposa
School House Road over Owens Creek
Bridge Number 40C0053

Quincy Engineering Inc.

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	$50 - $85	4 @	$81.00	$324.00
Lance Schrey	Assoc. Principal	$60 - $80	164 @	$75.60	$12,398.40
Andy Chou	Associate Engineer - DE	$45 - $70	108 @	$47.20	$5,097.60
Juan Cruz	Assistant Engineer	$45 - $70	118 @	$38.20	$4,507.60
Scott Mc Cauley	Senior Engineer	$45 - $70	74 @	$58.20	$4,306.80
Ariana Castillo	Assistant Engineer	$25 - $45	120 @	$38.20	$4,584.00
Carolyn Davis	Senior Project Manager	$50 - $75	82 @	$70.20	$5,756.40
Road Engineer	Assistant Engineer - DE	$25 - $45	56 @	$40.00	$2,240.00
Bridge Engineer	Assistant Engineer - DE	$25 - $45	32 @	$40.00	$1,280.00
Ray Weiss	Environmental Manager	$45 - $65	136 @	$59.00	$8,024.00
Staff	Biologist	$25 - $40	198 @	$35.00	$6,930.00
Bob Maechler	CADD Technician	$20 - $50	142 @	$44.70	$6,347.54
Jim Foster	Principal Engineer (QC/QA)	$50 - $85	24 @	$81.00	$1,944.00
Alfonzo Dabu	Survey Tech.	$20-$40	16 @	$33.60	$537.60
Phyllis Jordan	Admin	$10 - $45	8 @	$35.80	$286.40
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	82 @	$65.20	$5,346.40
			1,364		
				Subtotal Direct Labor Costs	$69,910.74
		4%		**Anticipated Salary Increases**	$2,446.88
				TOTAL - Direct Labor	$72,357.62

INDIRECT COSTS

	Rate	Total
Overhead	163.90%	$118,594.13
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.90%	
TOTAL - Indirect Costs		$118,594.13

FEE (12.00%) TOTAL - Fee $22,914.21

OTHER DIRECT COSTS

			Total
Travel Costs	1050 @	$0.540	$ 567.00
Per Diem / Hotel	2 @	$150.00	$ 300.00
Survey Prevailing Wage Differential			$ -
Overnight Service	4 @	$25.00	$ 100.00
Title Reports	0 @	$500.00	$ -
11 x 17 copies	3000 @	$0.10	$ 300.00
			$1,267.00

TOTAL COST $215,132.96

Subcontractor Costs	113,978.71
Total Contract	$ 329,111.68
Total Cost not to Exceed =	$329,500.00

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

EXHIBIT: 10-H / (contd.)

County of Mariposa
School House Road over Owens Creek
Bridge Number 40C0053

Quincy Engineering Inc. - Optional Tasks

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	$60 - $75	0 @	$81.00	$0.00
Lance Schrey	Assoc. Principal	$60 - $75	40 @	$75.60	$3,024.00
Andy Chou	Associate Engineer - DE	$45 - $70	4 @	$47.20	$188.80
Juan Cruz	Assistant Engineer	$45 - $70	12 @	$38.20	$458.40
Scott Mc Cauley	Senior Engineer	$45 - $70	8 @	$58.20	$465.60
Ariana Castillo	Assistant Engineer	$45 - $70	0 @	$38.20	$0.00
Carolyn Davis	Senior Project Manager	$32 - $55	20 @	$70.20	$1,404.00
Road Engineer	Assistant Engineer - DE	$25 - $40	0 @	$40.00	$0.00
Bridge Engineer	Assistant Engineer - DE	$25 - $40	0 @	$40.00	$0.00
Ray Weiss	Environmental Manager	$25 - $40	8 @	$59.00	$472.00
Staff	Biologist	$25 - $40	0 @	$35.00	$0.00
Bob Maechler	CADD Technician	$20 - $32	38 @	$44.70	$1,698.64
Jim Foster	Principal Engineer (QC/QA)	$45 - $75	0 @	$81.00	$0.00
Alfonzo Dabu	Survey Tech.	$20-$40	2 @	$33.60	$67.20
Phyllis Jordan	Admin	$10 - $35	0 @	$35.80	$0.00
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	0 @	$65.20	$0.00
			132		
				Subtotal Direct Labor Costs	$7,778.64
		4%		**Anticipated Salary Increases**	$272.25
				TOTAL - Direct Labor	$8,050.89

INDIRECT COSTS

	Rate	Total
Overhead	163.90%	$13,195.41
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.90%	
TOTAL - Indirect Costs		$13,195.41

FEE (12.00%) TOTAL - Fee $2,549.56

OTHER DIRECT COSTS

			Total
Travel Costs	375 @	$0.540	$ 202.50
Per Diem / Hotel	1 @	$150.00	$ 150.00
Survey Prevailing Wage Differential			$ -
Overnight Service	1 @	$25.00	$ 25.00
Title Reports	0 @	$500.00	$ -
11 x 17 copies	25 @	$0.10	$ 2.50
			$380.00

TOTAL COST $24,175.87

Subcontractor Costs	$ 18,279.34
Total Contract	$ 42,455.21
Total Cost not to Exceed =	$42,500.00

Attachment: Amendment No 1 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

RES. NO. 18 - 598

SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR SCHOOLHOUSE ROAD OVER OWENS CREEK BRIDGE #40C0053

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR SCHOOLHOUSE ROAD OVER OWENS CREEK BRIDGE #40C0053 is made and entered into this 11th day of Dec, 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Quincy Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 14, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** entered into a First Amendment on May 16, 2017 to extend the term of the Agreement to December 31, 2018, expand the scope of services, and to increase compensation by Three Hundred Seventy Two Thousand Dollars ($372,000) for a total not to exceed amount of Five Hundred Seventy Dollars ($570,000).

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to December 31, 2021 provided to **Contractor**;

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

1. Paragraph 1.01, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2021 to **Contractor**.

2. Except as herein amended, the agreement dated August 14, 2014 together with the First Amendment dated May 16, 2017 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Amendment No 2 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR SCHOOLHOUSE ROAD OVER OWENS CREEK BRIDGE (40C0053)

THIS THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR SCHOOLHOUSE ROAD OVER OWENS CREEK BRIDGE, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Quincy Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 19, 2014, wherein **Contractor** agreed to provide Engineering services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment to Agreement dated May 16, 2017, wherein **Contractor** agreed to extend the term of the Agreement from December 31, 2016, to December 31, 2018, expand the scope of work and increase compensation by $372,000 for a total not to exceed amount of $519,000; and

WHEREAS, County and **Contractor** have heretofore entered into a Second Amendment to Agreement dated December 11, 2018, wherein **Contractor** agreed to extend the term of the contract from December 31, 2018, to December 31, 2021; and

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

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2025.

2. Paragraph 2, "SERVICES," is hereby amended to provide that **Contractor** agrees to provide the following additional services as described Second Amended Exhibit A, "Second Amended Scope of Work," which is attached hereto and incorporated herein by reference.

Attachment: Amendment No 3 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

3. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $210,030 will be added to the original amount of $519,000, making the total compensation paid to **Contractor** the not to exceed amount of $729,030. See Second Amended Exhibit B, "Second Amended Cost Proposal," which is attached hereto incorporated herein by reference.

Except as herein amended, the Agreement dated August 19, 2014, together with the First Amendment dated May 16, 2017, and the Second Amendment dated December 11, 2018, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2021, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Chair Board of Supervisors	Quincy Engineering
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu **Clerk of the Board**	**Steven W. Dahlem** **County Counsel**

Attachment: Amendment No 3 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

SECOND AMENDED EXHIBIT A
SECOND AMENDED SCOPE OF WORK

QUINCY ENGINEERING

June 10, 2022 Attachment A

Matt Hespenheide
Mariposa County Public Works
4639 Ben Hur Road Mariposa, CA 95338

Re: Amendment 3 to School House Road Bridge over Owens Creek

Dear Matt,

The School House Road bridge replacement project is currently progressing with Environmental Technical Studies. At this point, Caltrans has indicated that no further funding allocations will be made to the County until the project completes the PA/ED. In order to move the project forward and progress past the PA/ED milestone, additional scope of work is required for the preparation of an Initial Study/Mitigated Negative Declaration to comply with CEQA. We are also including a task to complete a likely required Extended Phase 1 Study due to findings from cultural resource field research.

Once the project clears the PA/ED milestone additional scope items will be needed to complete the Right of Way/Final Design phase. These efforts include the preparation of a foundation report, regulatory permitting, and hazardous materials surveys are required to complete design and meet HBP requirements. This letter describes additional scope items we are requesting to be added to the contract in order to successfully complete this project.

Additional Tasks for PA/ED Clearance

Task 6.3.3.1 - Cultural Resources Extended Phase 1 Study
After conducting archaeological research, database search, and pedestrian surveys, a potentially sensitive cultural resource (bedrock mortars) less than 50 feet from the work limits was found, which would require an Extended Phase 1 (XPI) study. A detailed description of scope and deliverables for this task is shown on "Attachment D - Area West Scope and Fee for Environmental Services".

The total cost for task 6.3.3.1 is $57,082.

Task 6.4: Prepare Initial Study/Mitigated Negative Declaration
Area West will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) to comply with CEQA for the project in accordance with the scope shown on "Attachment D - Area West Scope and Fee for Environmental Services"

The total cost for Task 6.4 is $32,845

Additional Tasks for Final Design / ROW Acquisition Phase

Task 3.1: Geotechnical Investigation/Foundation Report
Kleinfelder will prepare a Foundation Report for the project in accordance with the scope shown on "Attachment C - Kleinfelder Scope and Fee for Foundation Report".

The total cost for Task 3.1 is $44,156.

Attachment: Amendment No 3 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

Task 3.2 – Phase 1 Environmental Investigation (ISA)
Kleinfelder will perform an ISA in accordance with the scope shown on "Attachment C - Kleinfelder Scope and Fee" under Initial Site Assessment. Per the Preliminary Environmental Study (PES) an ISA is a required for this project.

The total cost for Task 3.2 is $11,258.

Task 3.3- Surveys for Aerially Deposited Lead, Lead Based Paint, and Asbestos Containing Materials
Kleinfelder will perform surveys for Aerially Deposited Lead, Lead Based Paint, and Asbestos Containing Materials in accordance with the scope shown on "Attachment C - Kleinfelder Scope and Fee" under ADL Survey, Lead Based Paint and Asbestos Containing Materials Survey. A determination of the presence of these materials exist within the area of work are a requirement of the Highway Bridge Program.

The total cost for Task 3.3 is $15,755.

Task 6.5: Regulatory Permitting
Area West will prepare and submit a Clean Water Section 404 Nationwide Permit, a Clean Water Act Section 401 Water Quality Certification Permit, and a Streambed Alteration Agreement (1602) in accordance with the scope shown on "Attachment D - Area West Scope and Fee for Environmental Services".

The total cost for Task 6.5 is $38,934.

Task 8: PS&E
QUINCY will revise the structure and approaches in accordance with Caltrans' comments received during the environmental phase. The clear width of the structure will be reduced to 20 feet as directed by Caltrans, the 20-foot width complies with Cal Fire requirements. The barriers on the bridge are now required to comply with the latest MASH standards which requires a re-design to meet this new standard. Quantities will be recalculated and plans, and specifications will be updated to the latest standards. Plans and specifications will be completed to 100% in preparation of requesting construction funding from Caltrans.

The additional cost for this task is $10,000.

(Continued on Page 3)

Attachment: Amendment No 3 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

SECOND AMENDED EXHIBIT B
SECOND AMENDED COST PROPOSAL

Summary
Following is a summary of the amendment amount requested:

Tasks for PA/ED Clearance	Fee
6.4 Prepare Initial Survey/Mitigated Negative Declaration	$32,845
6.3.3.1 Cultural Resources Extended Phase 1 Study	$57,082
Subtotal for PA/ED Clearance	***$89,927***
Tasks for Final Design Phase	
3.1 Geotech Investigation/Foundation Report	$44,156
3.2 Phase 1 Environmental Investigation (ISA)	$11,258
3.3 Surveys for ADL, LBP, ACM	$15,755
6.5 Regulatory Permitting	$38,934
8.0 Plans, Specifications, and Estimate	$10,000
Subtotal for Final Design Phase	***$120,103***
Total Amendment Request	**$210,030**

We are also requesting County acceptance of our updated billing rate sheet as shown in "Attachment B - 10-H2 Billing Rates".

Should you have any additional questions, please do not hesitate to contact us. Thank you for the opportunity to provide this service.

Sincerely,

Bryan Stone, P.E.
Project Manager

Attachment: Amendment No 3 (RES-2022-414 : Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Bridge

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-415

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Request for Qualifications (RFQ) for On-Call A&E Consultant Services; Authorize the Public Works and Transportation Director to Select the Lowest Responsible Bidders; and Authorize the Board of Supervisors Chair to Sign the Agreements (Subject to Approval as to Legal Form by County Counsel).

Government Code 4525 defines A&E services as those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management. All A&E contracts must be awarded based on fair and open competitive negotiations regardless of the size or scope of work. Public Works has multiple small projects that would pose an unnecessary cost burden by issuing individual RFPs/RFQs for each project. Many agencies use on-call contracts to address peaks in workload of in-house engineering staff and to perform a specialized service which the Agency lacks. On-call contracting may be utilized for a multitude of projects, under which individual tasks are issued on an as-needed basis, for an established contract period and maximum total contract dollar amount.

The RFQ seeks three firms with demonstrated competence and professional qualifications to provide profession (1) architectural, (2) civil, and (3) water/wastewater services. The architectural firm will assist Public Works with facilities and office remodels such as the Adult Detention Center medical office remodel. The civil engineering firm will assist with bridge and roadway improvements such as the Harris Road Bridge Project. The water/wastewater firm will support the Utilities Division with the FEMA, DWR, and ARPA infrastructure funds. The three contracts will specify a maximum, not to exceed 5-year term, and a maximum total contract dollar amount of $2 million. The maximum dollar amount is the aggregate of the three on-call contracts anticipated to be awarded.

The work assigned may be discrete, short-term assignments or may be part of larger capital projects, planning projects, maintenance or engineering efforts. The selected firms will be asked to provide proposals on specific needs, based on their approved fee

schedule. Purchasing authority is unmodified. Individual tasks exceeding the Purchasing Agents authority will be presented to the Board.

Approval to issue the RFQ requires no additional funding. Costs associated with the resulting agreement(s) and tasks will be funded from individual project budgets, using funds approved by the Board for individual capital projects.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Government Code sections 4525-4529.5 requires counties to procure certain professional services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and Public Works will continue to issue individual RFPs/RFQs. The County is not obligated to issue any work under these contracts and may choose to procure A&E services by other means. The on-call contracts are intended to expedite the procurement process and support the County's capital project efforts. These services will be routinely used on multiple projects over the next several years, and it is recommended to have qualified firms under contract when their services are needed, rather than negotiate individual project agreements.

ATTACHMENTS:
RFQ On-Call Services (PDF)

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

REQUEST FOR QUALIFICATIONS (RFQ)

For
ON-CALL A&E CONSULTANT SERVICES FOR VARIOUS PUBLIC WORKS PROJECTS

Mariposa County is seeking three qualified consulting firms to provide On-Call (1) Architectural, (2) Civil, and (3) Water/Wastewater Design Services.

Architectural Services may include, but are not limited to, building renovations such as ADA upgrades, kitchen and bathroom remodeling, garage improvements, HVAC upgrades, and park improvements such as play fields, pools, courts, irrigation, and lighting. (Non-Federal)

Civil Engineering Design Services may include, but are not limited to, two local bridges and an ATP sidewalk project. (Federal)

Water/Wastewater Services may include, but are not limited to, the design of three 250,000-gal water tanks and Prop 1 IRWM improvements. (Federal)

DATE ISSUED:	**July 12, 2022**
PROPOSALS DUE:	**August 4, 2022 @ 4PM**
SUBMIT TO:	Public Works Department Mariposa County 4639 Ben Hur Road Mariposa, CA 95338
REFER QUESTIONS TO:	**Matt Hespenheide, County Engineer**

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
On-Call A&E Consultant Services

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Appendix A – DBE Forms 10-I, 10-O1, 10-O2, 15-H

Appendix B – Sample Cost Proposal Forms 10-H2 & 10-K

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
On-Call A&E Consultant Services

SECTION I – GENERAL INFORMATION

I-1. Request for Proposals

Mariposa County is requesting Statements of Qualifications from consulting firms to assist the County with On-Call Architectural, Civil and Water/Wastewater Services. The County intends to issue 3, five-year term contracts for these services, to be used as the need arises. Services will be used for a variety of small and medium sized Public Works projects.

Firms may propose on one or more types of service or disciplines and if the firm does not have adequate resources to perform all the professional services in a specific discipline, the consultant may retain subconsultants to perform services at agreed upon hourly rates.

To help define relevant staff and subconsultants, Architectural firms should assume an on-call task will include an office remodel for medical services at an Adult Detention facility. The Architectural firm shall perform services in the following disciplines in addition to architectural design: building commissioning, plumbing, mechanical, landscape architecture, structural and electrical engineering.

To help define relevant staff and subconsultants, Civil Engineering firms should assume an on-call task will include providing all design services for a small single span two-lane bridge with FHWA funds. The firm shall perform services in the following disciplines in addition to civil engineering: survey (prevailing wage), environmental including biological and archeological services, geotechnical, hydrology and hydraulic analysis, right-of-way acquisition including title and escrow services, and construction management.

To help define relevant staff and subconsultants, Water/Wastewater firms should assume an on-call task will include providing all design services for a domestic 250,000 gal. water tank design with FEMA hazard mitigation funds. The firm shall perform services in the following disciplines in addition to water system and wastewater system engineering: geotechnical, electrical and SCADA.

Consultants submitting for either the Civil Engineering or Water/Wastewater will be providing services for federally funded projects and will be required to comply with Disadvantaged Business Enterprise (DBE) program. The goal is 14%. DBE goals will be established on a project-by-project basis. Proposers are strongly encouraged to retain DBE subconsultants.

Proposals are due by **August 4, 2022 at 4:00 pm.** To be considered, four (4) copies of the proposal plus (1) USB drive must be delivered to the Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The County reserves the right to reject any or all proposals submitted.

During the evaluation process Mariposa County reserves the right, where it may serve the County's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of Mariposa County, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
On-Call A&E Consultant Services

The County reserves the right to retain all proposals submitted and to use any idea(s) included in a proposal regardless of whether that consultant is selected.

Following the notification of the selected consultant, a separate fixed hourly rate of compensation cost proposal will be requested and reviewed by the County. Negotiation may result. Once pricing has been made acceptable to all parties, the project will be awarded, and the contract written.

The County retains the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The proposals also become the property of Mariposa County.

I-2. Tentative Project Milestones

July 12, 2022	RFQ Released
August 4, 2022	SOQ Due @ 4:00 pm
September 2022	Selection Committee recommends shortlist and accepts submittal of hourly fees
October 2022	Contract Award

The contract awarded will be a 5-year term.

I-3. Official Contacts

Questions by phone or in writing regarding the scope of services or other RFQ related questions must be directed to:

Matt Hespenheide, County Engineer
(209) 966-5356
E-mail: mhespenheide@mariposacounty.org

I-4. Proposal Due Date

Four (4) print; plus one (1) USB drive of the proposal must be delivered to the Mariposa County Department of Public Works. 4639 Ben Hur Road, Mariposa, CA 95338 no later than **August 4 at 4:00 P.M.** local time. Facsimile or electronically transmitted qualifications **will not** be accepted. Late qualifications will be kept by the County, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFQ title.

Any proposals may be withdrawn at any time before the due date and time, by providing a written request for the withdrawal of the proposal to the County. A duly authorized representative of the consultant shall execute the request. Withdrawal of a proposal will not prejudice the right of the consultant to submit a new proposal.

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
On-Call A&E Consultant Services

I-5. Addenda

The County may modify the RFQ at any time prior to the RFQ due date. It is recommended that proposers periodically check with the Department of Public Works at (209) 966-5356, via email to mhespenheide@mariposacounty.org, and on the County Web Page for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Verbal modifications to the RFQ specifications shall not be binding upon the County.

I-6. Irregularities

The County reserves the right to waive any non-material irregularities or information in the RFQ or in any proposal.

I-7. Incurred Costs

The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

I-8 Equal Opportunity Policy for Contractors

Mariposa County requires all proposers to comply with Federal, State and Local Law and Ordinance with regard to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
On-Call A&E Consultant Services

SECTION II – FORM AND CONTENT

II-1 Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the consultant's capabilities to satisfy the requirements of the RFQ, and should be easily reproducible.

All pages of the proposal must be numbered consecutively. The proposal shall not be excessive but instead should be concise. The proposal must be organized in accordance with the list of contents.

II-2 Form and Content

Consultants should minimally include the following items in their proposals. All items must fall within a maximum page count of 25 pages, double sided.

A. All proposals must include a cover letter addressed to Matt Hespenheide, County Engineer, 4639 Ben Hur Road, Mariposa, CA 95338 and signed by a duly constituted official legally authorized to bind the applicant to the proposal. The cover letter must include name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, and email address of the person, or persons to contact who are authorized to represent the proposer and to whom correspondence should be directed.

B. Table of Contents

Include a clear identification of the item by section and by page number.

C. Executive Summary

The proposer may use this section to introduce the qualifications or to summarize the key provisions of the qualifications.

D. Project Team and Qualifications

This portion should include the name of the person who will be responsible for the management and administration of the contract with a resume of that person's experience and qualifications, the names and resumes of their assigned staff, relevant technical experience and the availability of staff for the services. After selection of a consultant by the County, no substitution of key staff or sub-contractors may occur without the written approval of the County. Sub-consultants should be listed similarly.

A list of related, recent projects should be included with the name of the contact person and the telephone number for which the consultant has recently or currently provides services under the scope of work.

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

E. DBE Information

List portions of work that could potentially be completed by DBE subconsultant under this Agreement. Forms 10-O1, 10-O2, 15-H are incorporated for informational purposes. DBE Commitment will be submitted on a project-by-project basis.

F. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other consultants.

II-3 Fee Schedule

The top selected Consultant's fee schedule shall be submitted upon request. The hourly and indirect cost rates in the Agreement will be in effect for the entire duration of the Agreement, with an optional provision to adjust the rates for inflation.

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

MARIPOSA COUNTY
REQUEST FOR QUALIFICATIONS
On-Call A&E Consultant Services

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. General Conditions

The County of Mariposa shall not be liable for any pre-contractual expenses incurred by the consultant, nor shall any consultant include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a qualification and negotiation of any terms with the County.

The County reserves the right to withdraw this RFQ at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the consultant best qualified and responsive in the opinion of the County.

The selected consultant(s) must agree to indemnify, hold harmless and defend the County, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the County which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected consultant will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.

The County reserves the right to negotiate unique requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected consultant.

All responses to this RFQ shall become the property of the County of Mariposa and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

All documents, records, designs and specifications developed by the selected consultant in the course of providing services for Mariposa County shall be the property of the County. Anything considered to be proprietary should be so designated by the consultant.

Acceptance by the County of any proposal submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for services.

The County reserves the right to issue a written notice to all participating consultants of any change in the proposal submission schedule should the County determine, in its sole discretion, that such changes are necessary.

III-2. Scope of Services

Architectural Services

The scope of work includes, but is not limited to, the following:

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

- Provide staff and services on an on-call, as-needed basis.
- Provide design services for remodeling of public buildings and parks.
- Provide the full range of architectural services including preliminary studies, site planning, evaluation, and feasibility studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services.

Civil Engineering Services

The scope of work includes, but is not limited to, the following:

- Provide staff and services on an on-call, as-needed basis.
- Provide Plans, Specifications, and Estimates (PS&E) for bridge and roadway improvements.
- Provide the full range of civil engineering services including grading, drainage, and erosion control plans, road design and road improvement plans, road preservation, rehabilitation, and maintenance plans, hydrology, hydraulics, and drainage report preparation, retaining wall design, and concrete structure design.

Water/Wastewater Services

The scope of work includes, but is not limited to, the following:

- Provide staff and services on an on-call, as-needed basis.
- Provide Plans, Specifications, and Estimates (PS&E) for water and wastewater improvements.
- Provide the full range of civil engineering services including water pipelines, pump stations, water storage tanks, wastewater pipelines, lift stations, and collection system projects.

III-3. Selection Procedure

The County intends to retain the consultants evaluated to be the best qualified to perform the work for the County, cost and other factors considered. The County shall screen all proposals and the top candidates may be selected for formal in-person interviews. The Selection Committee shall consist of a minimum of three (3) senior County staff members. Staff will determine the individuals or firms selected for an interview.

In review the proposals the County will carefully weigh the following:

- Qualifications of individuals responsible for work (20 Points)
- Quality and experience with A&E services related to Public Works (20 Points)
- Demonstrated ability to work effectively with others (20 Points)

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

- Demonstrated ability to keep costs within budget (20 Points)
- Knowledge of local conditions (20 Points)

The County will require the individual or firm selected to maintain General Liability, Automobile, Workers' Compensations, and Errors and Omissions Insurance
.
(1) Workers' Compensation: Statutory coverage as required by the State of California.

(2) Liability: Commercial general liability coverage in the following minimum limits:

Bodily Injury: $1,000,000 each occurrence
$2,000,000 aggregate - all other

Property Damage: $1,000,000 each occurrence
$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the County, its Boards, Commissions, Officials, employees, and volunteers is required.
(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: $1,000,000 each occurrence
Property Damage: $1,000,000 each occurrence
or
Combined Single Limit: $2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

$2,000,000 each occurrence

Attachment: RFQ On-Call Services (RES-2022-415 : Approve Request for Qualifications(RFQ) for On-Call A&E Consultant Services)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-416

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Accept Statement of Votes

RECOMMENDATION AND JUSTIFICATION:

Accept the Statement of Votes Cast as certified to the Secretary of State on June 24, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approves accepting the Statement of All Votes Cast.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the request and refer the matter back to the Secretary of State.

ATTACHMENTS:
Scanned complete SOV (PDF)

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

REF ID# 13114

STATEMENT OF VOTES CAST

COUNTY OF MARIPOSA



STATEWIDE DIRECT PRIMARY ELECTION

JUNE 7, 2022

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

HELP AMERICA VOTE ACT OF 2002
CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA

COUNTY OF Mariposa } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) 52 U.S.C. § 21083),

I, Keith M. Williams, County Clerk/Registrar of Voters for the County of Mariposa, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 7th day of June 2022, in the County of Mariposa, State of California and all elections consolidated therewith.

I hereby set my hand and official seal this 24th day of June 2022, at the County of Mariposa

Keith M. Williams

County Clerk/Registrar of Voters
County of Mariposa
State of California

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE JUNE 7, 2022, PRIMARY ELECTION

STATE OF CALIFORNIA
COUNTY OF Mariposa } ss.

I, Keith M. Williams, County Clerk/Registrar of Voters of County of Mariposa, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Primary Election held in said County on June 7, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 24th day of June 2022, at the County of Mariposa

Keith M. Williams
County Clerk/Registrar of Voters
County of Mariposa
State of California

Canvass Certification of Elections Official
(6/2022)

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa
Mariposa Primary Election
June 7, 2022
Final Results

	Registered Voters	Turnout
Total Registration and Turnout	11,748	6,270

Governor

(27 of 27 precincts reported)

NPP - MICHAEL SHELLENBERGER	208	3.42%
NPP - FREDERIC C. SCHULTZ	10	0.16%
NPP - WOODROW "WOODY" SANDERS III	11	0.18%
NPP - REINETTE SENUM	91	1.50%
REP - LONNIE SORTOR	12	0.20%
DEM - ARMANDO "MANDO" PEREZ-SERRATO	14	0.23%
NPP - JAMES G. HANINK	13	0.21%
REP - SHAWN COLLINS	423	6.95%
GRN - HEATHER COLLINS	25	0.41%
DEM - ANTHONY "TONY" FANARA	26	0.43%
NPP - SERGE FIANKAN	12	0.20%
GRN - LUIS JAVIER RODRIGUEZ	46	0.76%
REP - LEO S. ZACKY	201	3.30%
NPP - BRADLEY ZINK	7	0.12%
REP - JENNY RAE LE ROUX	215	3.53%
REP - DAVID LOZANO	39	0.64%
REP - RONALD A. ANDERSON	80	1.31%
DEM - GAVIN NEWSOM	2,190	35.99%
REP - ROBERT C. NEWMAN II	134	2.20%
REP - BRIAN DAHLE	1,888	31.03%
DEM - JOEL VENTRESCA	44	0.72%
REP - MAJOR WILLIAMS	161	2.65%
REP - RON JONES	25	0.41%
REP - ANTHONY TRIMINO	114	1.87%
REP - DANIEL R. MERCURI	82	1.35%
REP - CRISTIAN RAUL MORALES	14	0.23%
Total	**6,085**	

Lieutenant Governor

(27 of 27 precincts reported)

REP - CLINT W. SAUNDERS	515	8.60%
DEM - WILLIAM CAVETT "SKEE" SAACKE	62	1.03%
NPP - DAVID HILLBERG	96	1.60%
REP - ANGELA E. UNDERWOOD JACOBS	1,568	26.17%
REP - DAVID FENNELL	1,373	22.92%
DEM - ELENI KOUNALAKIS	2,126	35.49%
PF - MOHAMMAD ARIF	59	0.98%
DEM - JEFFREY HIGHBEAR MORGAN	192	3.20%
Total	**5,991**	

Secretary of State

(27 of 27 precincts reported)

REP - JAMES "JW" PAINE	695	11.76%
REP - RACHEL HAMM	1,130	19.12%
NPP - MATTHEW D. CINQUANTA	54	0.91%
REP - RAUL RODRIGUEZ JR.	175	2.96%
GRN - GARY N. BLENNER	92	1.56%
REP - ROB BERNOSKY	1,398	23.65%
DEM - SHIRLEY N. WEBER	2,366	40.03%
Total	**5,910**	

Controller

(27 of 27 precincts reported)

REP - LANHEE CHEN	3,291	57.18%
DEM - MALIA M. COHEN	900	15.64%
DEM - STEVE GLAZER	463	8.04%
DEM - RON GALPERIN	399	6.93%
DEM - YVONNE YIU	509	8.84%
GRN - LAURA WELLS	194	3.37%
Total	**5,756**	

Treasurer

(27 of 27 precincts reported)

REP - JACK M. GUERRERO	2,018	34.11%
PF - MEGHANN ADAMS	137	2.32%
REP - ANDREW DO	1,431	24.18%
DEM - FIONA MA	2,331	39.39%
Total	**5,917**	

Attorney General

(27 of 27 precincts reported)

NPP - ANNE MARIE SCHUBERT	444	7.44%
REP - NATHAN HOCHMAN	1,463	24.53%
GRN - DAN KAPELOVITZ	120	2.01%
DEM - ROB BONTA	2,136	35.81%
REP - ERIC EARLY	1,802	30.21%
Total	**5,965**	

Insurance Commissioner

(27 of 27 precincts reported)

PF - NATHALIE HRIZI	85	1.44%
REP - ROBERT HOWELL	1,645	27.94%
REP - GREG CONLON	1,532	26.02%
GRN - VERONIKA FIMBRES	110	1.87%
DEM - RICARDO LARA	1,512	25.68%
DEM - MARC LEVINE	532	9.04%
DEM - VINSON EUGENE ALLEN	228	3.87%
DEM - JASPER "JAY" JACKSON	140	2.38%
NPP - ROBERT J. MOLNAR	104	1.77%
Total	**5,888**	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Data Refreshed: Wednesday, June 22, 2022 12:53 PM

Printed: Wednesday, June 22, 2022 12:54 PM

Mariposa
Mariposa Primary Election
June 7, 2022
Final Results

Board of Equalization Area 1

(27 of 27 precincts reported)

DEM - NADER SHAHATIT	383	6.72%
REP - TED GAINES	3,541	62.11%
DEM - JOSE S. ALTAMIRANO	984	17.26%
DEM - BRADEN MURPHY	793	13.91%
Total	**5,701**	

United States Senator (Full Term)

(27 of 27 precincts reported)

REP - CHUCK SMITH	465	7.81%
PF - JOHN THOMPSON PARKER	67	1.13%
DEM - ALEX PADILLA	2,006	33.69%
REP - ENRIQUE PETRIS	3	0.05%
DEM - OBAIDUL HUQ PIRJADA	5	0.08%
DEM - DOUGLAS HOWARD PIERCE	85	1.43%
REP - MYRON L. HALL	52	0.87%
DEM - TIMOTHY J URSICH	95	1.60%
GRN - JAMES "HENK" CONN	34	0.57%
NPP - DON J. GRUNDMANN	15	0.25%
NPP - ELEANOR GARCIA	40	0.67%
REP - ROBERT GEORGE LUCERO, JR	94	1.58%
REP - SARAH SUN LIEW	64	1.07%
NPP - DAPHNE BRADFORD	16	0.27%
REP - JAMES P. BRADLEY	353	5.93%
DEM - AKINYEMI AGBEDE	36	0.60%
REP - JON ELIST	463	7.78%
GRN - PAMELA ELIZONDO	36	0.60%
DEM - DAN O'DOWD	56	0.94%
REP - CORDIE WILLIAMS	690	11.59%
NPP - DEON D. JENKINS	11	0.18%
REP - CARLOS GUILLERMO TAPIA	26	0.44%
REP - MARK P. MEUSER	1,242	20.86%
Total	**5,954**	

United State Senator (Partial/Unexpired Term)

(27 of 27 precincts reported)

DEM - ALEX PADILLA	2,124	35.85%
REP - MYRON L. HALL	147	2.48%
DEM - TIMOTHY URSICH JR.	158	2.67%
NPP - DAPHNE BRADFORD	86	1.45%
REP - JAMES P. BRADLEY	557	9.40%
REP - JON ELIST	618	10.43%
DEM - DAN O'DOWD	114	1.92%
REP - MARK P. MEUSER	2,120	35.79%
Total	**5,924**	

US Rep District 5

(27 of 27 precincts reported)

DEM - MICHAEL J. "MIKE" BARKLEY	1,970	32.88%
REP - KELSTEN CHARLES OBERT	91	1.52%
NPP - STEVE WOZNIAK	300	5.01%
REP - TOM MCCLINTOCK	2,831	47.25%
REP - NATHAN F. MAGSIG	650	10.85%
REP - DAVID MAIN	150	2.50%
Total	**5,992**	

State Senator District 4

(27 of 27 precincts reported)

REP - JEFF MCKAY	863	14.35%
DEM - MARIE ALVARADO-GIL	981	16.31%
REP - GEORGE RADANOVICH	2,192	36.44%
DEM - TIM ROBERTSON	1,199	19.93%
REP - MICHAEL GORDON	67	1.11%
REP - JACK GRIFFITH	159	2.64%
REP - STEVEN C BAILEY	476	7.91%
REP - JOLENE REHANA DALY	78	1.30%
Total	**6,015**	

St Assembly Member District 8

(27 of 27 precincts reported)

REP - JIM PATTERSON	3,958	100.00%
Total	**3,958**	

State Superintendant of Public Instruction

(27 of 27 precincts reported)

LANCE RAY CHRISTENSEN	889	16.73%
JOSEPH GUY CAMPBELL	284	5.35%
JIM GIBSON	502	9.45%
AINYE E. LONG	637	11.99%
MARCO AMARAL	327	6.15%
GEORGE YANG	742	13.97%
TONY K. THURMOND	1,932	36.36%
Total	**5,313**	

County Superintendant of Schools

(27 of 27 precincts reported)

JEFF ARANGUENA	4,156	100.00%
Total	**4,156**	

County Supervisor District 1

(8 of 8 precincts reported)

ROSEMARIE SMALLCOMBE	755	59.26%
GREG ROYSE	519	40.74%
Total	**1,274**	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Data Refreshed: Wednesday, June 22, 2022 12:53 PM

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Mariposa
Mariposa Primary Election
June 7, 2022
Final Results

County Supervisor District 3

(6 of 6 precincts reported)

ANDRE WRIGHT	563	47.19%
DANETTE TOSO	630	52.81%
Total	**1,193**	

Assessor/Recorder

(27 of 27 precincts reported)

VINCENT P. KEHOE	4,513	100.00%
Total	**4,513**	

Auditor

(27 of 27 precincts reported)

LUIS MERCADO	4,445	100.00%
Total	**4,445**	

District Attorney

(27 of 27 precincts reported)

WALTER WILLIAM WALL	4,577	100.00%
Total	**4,577**	

Sheriff/Coroner/PA

(27 of 27 precincts reported)

JEREMY R BRIESE	4,928	100.00%
Total	**4,928**	

Treas/Tax/County Clerk

(27 of 27 precincts reported)

COURTNEY PROGNER MORROW	4,641	100.00%
Total	**4,641**	

Measure O - John C Fremont Healthcare Sales Tax

(27 of 27 precincts reported)

YES	4,169	69.62%
NO	1,819	30.38%
Total	**5,988**	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

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Printed: Wednesday, June 22, 2022 12:54 PM

1 Governor

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - MICHAEL SHELLENBERGER	NPP - FREDERIC C. SCHULTZ	NPP - WOODROW "WOODY" SANDERS III	NPP - REINETTE SENUM	REP - LONNIE SORTOR	DEM - ARMANDO "MANDO" PEREZ-SERRATO	NPP - JAMES G. HANINK	REP - SHAWN COLLINS	GRN - HEATHER COLLINS	DEM - ANTHONY "TONY" FANARA
1001	Election Day	285	0	0.00 %										
1001	Vote by Mail	285	154	54.04 %	1			4	2	2		2		3
1001	Provisional	285	2	0.70 %						1				
1001	Total	285	156	54.74 %	1			4	2	3		2		3
1002	Election Day	215	0	0.00 %										
1002	Vote by Mail	215	127	59.07 %	6			1		1		21		1
1002	Provisional	215	0	0.00 %										
1002	Total	215	127	59.07 %	6			1		1		21		1
1003	Election Day	486	1	0.21 %										
1003	Vote by Mail	486	261	53.70 %	6			4		1		7	3	2
1003	Provisional	486	0	0.00 %										
1003	Total	486	262	53.91 %	6			4		1		7	3	2
1004	Election Day	56	0	0.00 %										
1004	Vote by Mail	56	42	75.00 %								1		
1004	Provisional	56	0	0.00 %										
1004	Total	56	42	75.00 %								1		
1005	Election Day	332	0	0.00 %										
1005	Vote by Mail	332	111	33.43 %	3			2				2	1	
1005	Provisional	332	0	0.00 %										
1005	Total	332	111	33.43 %	3			2				2	1	
1006	Election Day	398	0	0.00 %										
1006	Vote by Mail	398	253	63.57 %	12			8				11	1	2
1006	Provisional	398	0	0.00 %										
1006	Total	398	253	63.57 %	12			8				11	1	2
1008	Election Day	600	1	0.17 %								1		
1008	Vote by Mail	600	325	54.17 %	9	1		4	2		3	27		2
1008	Provisional	600	0	0.00 %										
1008	Total	600	326	54.33 %	9	1		4	2		3	28		2
1009	Election Day	122	0	0.00 %										
1009	Vote by Mail	122	77	63.11 %	3		1	2				4		
1009	Provisional	122	0	0.00 %										
1009	Total	122	77	63.11 %	3		1	2				4		
2001	Election Day	0	0											
2001	Vote by Mail	0	0											
2001	Provisional	0	0											
2001	Total	0	0											
2002	Election Day	538	0	0.00 %										
2002	Vote by Mail	538	240	44.61 %	5	1		2				16	1	
2002	Provisional	538	0	0.00 %										
2002	Total	538	240	44.61 %	5	1		2				16	1	
2003	Election Day	518	0	0.00 %										
2003	Vote by Mail	518	203	39.19 %	4	1		2			1	15	3	3
2003	Provisional	518	0	0.00 %										
2003	Total	518	203	39.19 %	4	1		2			1	15	3	3
2004	Election Day	272	0	0.00 %										
2004	Vote by Mail	272	148	54.41 %	5		1	4		1		4	2	2

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Governor

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - MICHAEL SHELLENBERGER	NPP - FREDERIC C. SCHULTZ	NPP - WOODROW "WOODY" SANDERS III	NPP - REINETTE SENUM	REP - LONNIE SORTOR	DEM - ARMANDO "MANDO" PEREZ-SERRATO	NPP - JAMES G. HANINK	REP - SHAWN COLLINS	GRN - HEATHER COLLINS	DEM - ANTHONY "TONY" FANARA
2004	Provisional	272	0	0.00 %										
2004	Total	272	148	54.41 %	5		1	4		1		4	2	2
2005	Election Day	673	0	0.00 %										
2005	Vote by Mail	673	315	46.81 %	6			2		2	2	34	1	
2005	Provisional	673	2	0.30 %										
2005	Total	673	317	47.10 %	6			2		2	2	34	1	
2006	Election Day	319	0	0.00 %										
2006	Vote by Mail	319	161	50.47 %	7		2					11		
2006	Provisional	319	0	0.00 %										
2006	Total	319	161	50.47 %	7		2					11		
3001	Election Day	587	0	0.00 %										
3001	Vote by Mail	587	334	56.90 %	10							33		
3001	Provisional	587	1	0.17 %										
3001	Total	587	335	57.07 %	10							33		
3002	Election Day	297	1	0.34 %										
3002	Vote by Mail	297	181	60.94 %	3			4				20		
3002	Provisional	297	0	0.00 %										
3002	Total	297	182	61.28 %	3			4				20		
3003	Election Day	332	1	0.30 %										
3003	Vote by Mail	332	181	54.52 %	2		1	7	3	1		22		
3003	Provisional	332	0	0.00 %										
3003	Total	332	182	54.82 %	2		1	7	3	1		22		
3004	Election Day	664	1	0.15 %										1
3004	Vote by Mail	664	348	52.41 %	14	2	2	2		1	1	28	1	
3004	Provisional	664	0	0.00 %										
3004	Total	664	349	52.56 %	14	2	2	2		1	1	28	1	1
3005	Election Day	254	0	0.00 %										
3005	Vote by Mail	254	166	65.35 %	16			3				6	1	
3005	Provisional	254	1	0.39 %										
3005	Total	254	167	65.75 %	16			3				6	1	
3006	Election Day	178	0	0.00 %										
3006	Vote by Mail	178	92	51.69 %	1	1		1				7		3
3006	Provisional	178	0	0.00 %										
3006	Total	178	92	51.69 %	1	1		1				7		3
4001	Election Day	780	0	0.00 %										
4001	Vote by Mail	780	450	57.69 %	12		1	6		2	1	17	2	
4001	Provisional	780	0	0.00 %										
4001	Total	780	450	57.69 %	12		1	6		2	1	17	2	
4002	Election Day	725	0	0.00 %										
4002	Vote by Mail	725	395	54.48 %	19	2		9		1	1	15	5	2
4002	Provisional	725	0	0.00 %										
4002	Total	725	395	54.48 %	19	2		9		1	1	15	5	2
4003	Election Day	715	0	0.00 %										
4003	Vote by Mail	715	368	51.47 %	15		1	4			2	27	2	1
4003	Provisional	715	0	0.00 %										
4003	Total	715	368	51.47 %	15		1	4			2	27	2	1

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Governor

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - MICHAEL SHELLENBERGER	NPP - FREDERIC C. SCHULTZ	NPP - WOODROW "WOODY" SANDERS III	NPP - REINETTE SENUM	REP - LONNIE SORTOR	DEM - ARMANDO "MANDO" PEREZ-SERRATO	NPP - JAMES G. HANINK	REP - SHAWN COLLINS	GRN - HEATHER COLLINS	DEM - ANTHONY "TONY" FANARA
5001	Election Day	696	0	0.00 %										
5001	Vote by Mail	696	387	55.60 %	15			5	1		2	38	1	2
5001	Provisional	696	0	0.00 %										
5001	Total	696	387	55.60 %	15			5	1		2	38	1	2
5002	Election Day	616	0	0.00 %										
5002	Vote by Mail	616	344	55.84 %	11	2	1	6				17	1	
5002	Provisional	616	0	0.00 %										
5002	Total	616	344	55.84 %	11	2	1	6				17	1	
5004	Election Day	615	0	0.00 %										
5004	Vote by Mail	615	340	55.28 %	14			5	1	1		25		2
5004	Provisional	615	1	0.16 %										
5004	Total	615	341	55.45 %	14			5	1	1		25		2
5005	Election Day	475	0	0.00 %										
5005	Vote by Mail	475	253	53.26 %	9		1	4	3			10		
5005	Provisional	475	2	0.42 %								2		
5005	Total	475	255	53.68 %	9		1	4	3			12		
Electionwide	Election Day	11748	5	0.04 %								1		1
Electionwide	Vote by Mail	11748	6256	53.25 %	208	10	11	91	12	13	13	420	25	25
Electionwide	Provisional	11748	9	0.08 %						1		2		
Electionwide	Total	11748	6270	53.37 %	208	10	11	91	12	14	13	423	25	26
Total - Election Day		11748	5	0.04 %								1		1
Total - Vote by Mail		11748	6256	53.25 %	208	10	11	91	12	13	13	420	25	25
Total - Provisional		11748	9	0.08 %						1		2		
Contest Total		11748	6270	53.37 %	208	10	11	91	12	14	13	423	25	26

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 Governor

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - SERGE FIANKAN	GRN - LUIS JAVIER RODRIGUEZ	REP - LEO S. ZACKY	NPP - BRADLEY ZINK	REP - JENNY RAE LE ROUX	REP - DAVID LOZANO	REP - RONALD A. ANDERSON	DEM - GAVIN NEWSOM	REP - ROBERT C. NEWMAN II	REP - BRIAN DAHLE
1001	Election Day	285	0	0.00 %										
1001	Vote by Mail	285	154	54.04 %		2	2					126		6
1001	Provisional	285	2	0.70 %								1		
1001	Total	285	156	54.74 %		2	2					127		6
1002	Election Day	215	0	0.00 %										
1002	Vote by Mail	215	127	59.07 %		1	2		3			60		19
1002	Provisional	215	0	0.00 %										
1002	Total	215	127	59.07 %		1	2		3			60		19
1003	Election Day	486	1	0.21 %									1	
1003	Vote by Mail	486	261	53.70 %		2	6		8	2	3	128	7	62
1003	Provisional	486	0	0.00 %										
1003	Total	486	262	53.91 %		2	6		8	2	3	128	8	62
1004	Election Day	56	0	0.00 %										
1004	Vote by Mail	56	42	75.00 %		1	3					24	5	7
1004	Provisional	56	0	0.00 %										
1004	Total	56	42	75.00 %		1	3					24	5	7
1005	Election Day	332	0	0.00 %										
1005	Vote by Mail	332	111	33.43 %	2	2	2		2			74	1	13
1005	Provisional	332	0	0.00 %										
1005	Total	332	111	33.43 %	2	2	2		2			74	1	13
1006	Election Day	398	0	0.00 %										
1006	Vote by Mail	398	253	63.57 %		3	4	1	1	2	4	82	10	92
1006	Provisional	398	0	0.00 %										
1006	Total	398	253	63.57 %		3	4	1	1	2	4	82	10	92
1008	Election Day	600	1	0.17 %										
1008	Vote by Mail	600	325	54.17 %	2	1	13		11	3	9	105	6	101
1008	Provisional	600	0	0.00 %										
1008	Total	600	326	54.33 %	2	1	13		11	3	9	105	6	101
1009	Election Day	122	0	0.00 %										
1009	Vote by Mail	122	77	63.11 %		2	4		4		1	34	2	9
1009	Provisional	122	0	0.00 %										
1009	Total	122	77	63.11 %		2	4		4		1	34	2	9
2001	Election Day	0	0											
2001	Vote by Mail	0	0											
2001	Provisional	0	0											
2001	Total	0	0											
2002	Election Day	538	0	0.00 %										
2002	Vote by Mail	538	240	44.61 %		1	13		5	1	13	66	5	89
2002	Provisional	538	0	0.00 %										
2002	Total	538	240	44.61 %		1	13		5	1	13	66	5	89
2003	Election Day	518	0	0.00 %										
2003	Vote by Mail	518	203	39.19 %		2	4		6	2	3	59	5	69
2003	Provisional	518	0	0.00 %										
2003	Total	518	203	39.19 %		2	4		6	2	3	59	5	69
2004	Election Day	272	0	0.00 %										
2004	Vote by Mail	272	148	54.41 %		1	4		4	1	2	47	2	49
2004	Provisional	272	0	0.00 %										
2004	Total	272	148	54.41 %		1	4		4	1	2	47	2	49

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Governor

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - SERGE FIANKAN	GRN - LUIS JAVIER RODRIGUEZ	REP - LEO S. ZACKY	NPP - BRADLEY ZINK	REP - JENNY RAE LE ROUX	REP - DAVID LOZANO	REP - RONALD A. ANDERSON	DEM - GAVIN NEWSOM	REP - ROBERT C. NEWMAN II	REP - BRIAN DAHLE
2005	Election Day	673	0	0.00 %										
2005	Vote by Mail	673	315	46.81 %	1	3	8	1	10		5	100	6	97
2005	Provisional	673	2	0.30 %								2		
2005	Total	673	317	47.10 %	1	3	8	1	10		5	102	6	97
2006	Election Day	319	0	0.00 %										
2006	Vote by Mail	319	161	50.47 %		1	5		7			50	6	57
2006	Provisional	319	0	0.00 %										
2006	Total	319	161	50.47 %		1	5		7			50	6	57
3001	Election Day	587	0	0.00 %										
3001	Vote by Mail	587	334	56.90 %			20		14	1	4	87	8	123
3001	Provisional	587	1	0.17 %									1	
3001	Total	587	335	57.07 %			20		14	1	4	87	9	123
3002	Election Day	297	1	0.34 %										1
3002	Vote by Mail	297	181	60.94 %			11		5	2	1	43	8	56
3002	Provisional	297	0	0.00 %										
3002	Total	297	182	61.28 %			11		5	2	1	43	8	57
3003	Election Day	332	1	0.30 %										
3003	Vote by Mail	332	181	54.52 %	1	1	7		7			54	3	58
3003	Provisional	332	0	0.00 %										
3003	Total	332	182	54.82 %	1	1	7		7			54	3	58
3004	Election Day	664	1	0.15 %										
3004	Vote by Mail	664	348	52.41 %		3	4	1	14	3	4	121	6	107
3004	Provisional	664	0	0.00 %										
3004	Total	664	349	52.56 %		3	4	1	14	3	4	121	6	107
3005	Election Day	254	0	0.00 %										
3005	Vote by Mail	254	166	65.35 %	1	3	5		15	1		39	5	62
3005	Provisional	254	1	0.39 %										
3005	Total	254	167	65.75 %	1	3	5		15	1		39	5	62
3006	Election Day	178	0	0.00 %										
3006	Vote by Mail	178	92	51.69 %		1	8		3	1	1	15	3	30
3006	Provisional	178	0	0.00 %										
3006	Total	178	92	51.69 %		1	8		3	1	1	15	3	30
4001	Election Day	780	0	0.00 %										
4001	Vote by Mail	780	450	57.69 %	1	2	13		11	2	6	198	12	123
4001	Provisional	780	0	0.00 %										
4001	Total	780	450	57.69 %	1	2	13		11	2	6	198	12	123
4002	Election Day	725	0	0.00 %										
4002	Vote by Mail	725	395	54.48 %		1	9		16	3	2	160	5	111
4002	Provisional	725	0	0.00 %										
4002	Total	725	395	54.48 %		1	9		16	3	2	160	5	111
4003	Election Day	715	0	0.00 %										
4003	Vote by Mail	715	368	51.47 %	2	3	10		22	2	6	118	6	104
4003	Provisional	715	0	0.00 %										
4003	Total	715	368	51.47 %	2	3	10		22	2	6	118	6	104
5001	Election Day	696	0	0.00 %										
5001	Vote by Mail	696	387	55.60 %		6	17	2	4	7	2	101	8	135
5001	Provisional	696	0	0.00 %										
5001	Total	696	387	55.60 %		6	17	2	4	7	2	101	8	135

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Governor

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - SERGE FIANKAN	GRN - LUIS JAVIER RODRIGUEZ	REP - LEO S. ZACKY	NPP - BRADLEY ZINK	REP - JENNY RAE LE ROUX	REP - DAVID LOZANO	REP - RONALD A. ANDERSON	DEM - GAVIN NEWSOM	REP - ROBERT C. NEWMAN II	REP - BRIAN DAHLE
5002	Election Day	616	0	0.00 %										
5002	Vote by Mail	616	344	55.84 %		1	14		21	2	9	101	9	107
5002	Provisional	616	0	0.00 %										
5002	Total	616	344	55.84 %		1	14		21	2	9	101	9	107
5004	Election Day	615	0	0.00 %										
5004	Vote by Mail	615	340	55.28 %	1	1	4		8	3	4	110	2	117
5004	Provisional	615	1	0.16 %										1
5004	Total	615	341	55.45 %	1	1	4		8	3	4	110	2	118
5005	Election Day	475	0	0.00 %										
5005	Vote by Mail	475	253	53.26 %	1	2	9	2	14	1	1	85	2	83
5005	Provisional	475	2	0.42 %										
5005	Total	475	255	53.68 %	1	2	9	2	14	1	1	85	2	83
Electionwide	Election Day	11748	5	0.04 %									1	1
Electionwide	Vote by Mail	11748	6256	53.25 %	12	46	201	7	215	39	80	2187	132	1886
Electionwide	Provisional	11748	9	0.08 %								3	1	1
Electionwide	Total	11748	6270	53.37 %	12	46	201	7	215	39	80	2190	134	1888
Total - Election Day		11748	5	0.04 %									1	1
Total - Vote by Mail		11748	6256	53.25 %	12	46	201	7	215	39	80	2187	132	1886
Total - Provisional		11748	9	0.08 %								3	1	1
Contest Total		11748	6270	53.37 %	12	46	201	7	215	39	80	2190	134	1888

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Governor

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - JOEL VENTRESCA	1 REP - MAJOR WILLIAMS	1 REP - RON JONES	1 REP - ANTHONY TRIMINO	1 REP - DANIEL R. MERCURI	1 REP - CRISTIAN RAUL MORALES
1001	Election Day	285	0	0.00 %						
1001	Vote by Mail	285	154	54.04 %	2					
1001	Provisional	285	2	0.70 %						
1001	Total	285	156	54.74 %	2					
1002	Election Day	215	0	0.00 %						
1002	Vote by Mail	215	127	59.07 %		6	2	1		
1002	Provisional	215	0	0.00 %						
1002	Total	215	127	59.07 %		6	2	1		
1003	Election Day	486	1	0.21 %						
1003	Vote by Mail	486	261	53.70 %	3	1	2	1	1	
1003	Provisional	486	0	0.00 %						
1003	Total	486	262	53.91 %	3	1	2	1	1	
1004	Election Day	56	0	0.00 %						
1004	Vote by Mail	56	42	75.00 %				1		
1004	Provisional	56	0	0.00 %						
1004	Total	56	42	75.00 %				1		
1005	Election Day	332	0	0.00 %						
1005	Vote by Mail	332	111	33.43 %	2	1		1	2	
1005	Provisional	332	0	0.00 %						
1005	Total	332	111	33.43 %	2	1		1	2	
1006	Election Day	398	0	0.00 %						
1006	Vote by Mail	398	253	63.57 %	4	4		5	3	
1006	Provisional	398	0	0.00 %						
1006	Total	398	253	63.57 %	4	4		5	3	
1008	Election Day	600	1	0.17 %						
1008	Vote by Mail	600	325	54.17 %	3	7		4	2	3
1008	Provisional	600	0	0.00 %						
1008	Total	600	326	54.33 %	3	7		4	2	3
1009	Election Day	122	0	0.00 %						
1009	Vote by Mail	122	77	63.11 %		1	1		2	2
1009	Provisional	122	0	0.00 %						
1009	Total	122	77	63.11 %		1	1		2	2
2001	Election Day	0	0							
2001	Vote by Mail	0	0							
2001	Provisional	0	0							
2001	Total	0	0							
2002	Election Day	538	0	0.00 %						
2002	Vote by Mail	538	240	44.61 %	1	4	3	3	4	2
2002	Provisional	538	0	0.00 %						
2002	Total	538	240	44.61 %	1	4	3	3	4	2
2003	Election Day	518	0	0.00 %						
2003	Vote by Mail	518	203	39.19 %	1	4	1	5	8	
2003	Provisional	518	0	0.00 %						
2003	Total	518	203	39.19 %	1	4	1	5	8	
2004	Election Day	272	0	0.00 %						
2004	Vote by Mail	272	148	54.41 %	3	6		3	1	
2004	Provisional	272	0	0.00 %						
2004	Total	272	148	54.41 %	3	6		3	1	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Governor

					1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - JOEL VENTRESCA	REP - MAJOR WILLIAMS	REP - RON JONES	REP - ANTHONY TRIMINO	REP - DANIEL R. MERCURI	REP - CRISTIAN RAUL MORALES
2005	Election Day	673	0	0.00 %						
2005	Vote by Mail	673	315	46.81 %	4	7	1	6	13	1
2005	Provisional	673	2	0.30 %						
2005	Total	673	317	47.10 %	4	7	1	6	13	1
2006	Election Day	319	0	0.00 %						
2006	Vote by Mail	319	161	50.47 %	1	4		8	2	
2006	Provisional	319	0	0.00 %						
2006	Total	319	161	50.47 %	1	4		8	2	
3001	Election Day	587	0	0.00 %						
3001	Vote by Mail	587	334	56.90 %		13	2	6		1
3001	Provisional	587	1	0.17 %						
3001	Total	587	335	57.07 %		13	2	6		1
3002	Election Day	297	1	0.34 %						
3002	Vote by Mail	297	181	60.94 %		12	1	6	5	
3002	Provisional	297	0	0.00 %						
3002	Total	297	182	61.28 %		12	1	6	5	
3003	Election Day	332	1	0.30 %		1				
3003	Vote by Mail	332	181	54.52 %		3	1	4	1	
3003	Provisional	332	0	0.00 %						
3003	Total	332	182	54.82 %		4	1	4	1	
3004	Election Day	664	1	0.15 %						
3004	Vote by Mail	664	348	52.41 %	1	6	2	6	3	1
3004	Provisional	664	0	0.00 %						
3004	Total	664	349	52.56 %	1	6	2	6	3	1
3005	Election Day	254	0	0.00 %						
3005	Vote by Mail	254	166	65.35 %		3			3	1
3005	Provisional	254	1	0.39 %	1					
3005	Total	254	167	65.75 %	1	3			3	1
3006	Election Day	178	0	0.00 %						
3006	Vote by Mail	178	92	51.69 %		5		4	1	
3006	Provisional	178	0	0.00 %						
3006	Total	178	92	51.69 %		5		4	1	
4001	Election Day	780	0	0.00 %						
4001	Vote by Mail	780	450	57.69 %	5	12		2	4	
4001	Provisional	780	0	0.00 %						
4001	Total	780	450	57.69 %	5	12		2	4	
4002	Election Day	725	0	0.00 %						
4002	Vote by Mail	725	395	54.48 %	5	7		8	3	
4002	Provisional	725	0	0.00 %						
4002	Total	725	395	54.48 %	5	7		8	3	
4003	Election Day	715	0	0.00 %						
4003	Vote by Mail	715	368	51.47 %	3	17	4	9	1	
4003	Provisional	715	0	0.00 %						
4003	Total	715	368	51.47 %	3	17	4	9	1	
5001	Election Day	696	0	0.00 %						
5001	Vote by Mail	696	387	55.60 %	2	7	2	11	8	
5001	Provisional	696	0	0.00 %						
5001	Total	696	387	55.60 %	2	7	2	11	8	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Governor

					1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - JOEL VENTRESCA	REP - MAJOR WILLIAMS	REP - RON JONES	REP - ANTHONY TRIMINO	REP - DANIEL R. MERCURI	REP - CRISTIAN RAUL MORALES
5002	Election Day	616	0	0.00 %						
5002	Vote by Mail	616	344	55.84 %		14	1	8	3	
5002	Provisional	616	0	0.00 %						
5002	Total	616	344	55.84 %		14	1	8	3	
5004	Election Day	615	0	0.00 %						
5004	Vote by Mail	615	340	55.28 %	1	11		5	9	2
5004	Provisional	615	1	0.16 %						
5004	Total	615	341	55.45 %	1	11		5	9	2
5005	Election Day	475	0	0.00 %						
5005	Vote by Mail	475	253	53.26 %	2	5	2	7	3	1
5005	Provisional	475	2	0.42 %						
5005	Total	475	255	53.68 %	2	5	2	7	3	1
Electionwide	Election Day	11748	5	0.04 %		1				
Electionwide	Vote by Mail	11748	6256	53.25 %	43	160	25	114	82	14
Electionwide	Provisional	11748	9	0.08 %	1					
Electionwide	Total	11748	6270	53.37 %	44	161	25	114	82	14
Total - Election Day		11748	5	0.04 %		1				
Total - Vote by Mail		11748	6256	53.25 %	43	160	25	114	82	14
Total - Provisional		11748	9	0.08 %	1					
Contest Total		11748	6270	53.37 %	44	161	25	114	82	14

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Lieutenant Governor

					1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - CLINT W. SAUNDERS	DEM - WILLIAM CAVETT "SKEE" SAACKE	NPP - DAVID HILLBERG	REP - ANGELA E. UNDERWOOD JACOBS	REP - DAVID FENNELL	DEM - ELENI KOUNALAKIS	PF - MOHAMMAD ARIF	DEM - JEFFREY HIGHBEAR MORGAN
1001	Election Day	285	0	0.00 %								
1001	Vote by Mail	285	154	54.04 %	3	3		5	5	119	1	14
1001	Provisional	285	2	0.70 %						2		
1001	Total	285	156	54.74 %	3	3		5	5	121	1	14
1002	Election Day	215	0	0.00 %								
1002	Vote by Mail	215	127	59.07 %	11	3	3	19	28	54		4
1002	Provisional	215	0	0.00 %								
1002	Total	215	127	59.07 %	11	3	3	19	28	54		4
1003	Election Day	486	1	0.21 %					1			
1003	Vote by Mail	486	261	53.70 %	11	4	2	47	43	138	3	4
1003	Provisional	486	0	0.00 %								
1003	Total	486	262	53.91 %	11	4	2	47	44	138	3	4
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	42	75.00 %	1			6	9	20		3
1004	Provisional	56	0	0.00 %								
1004	Total	56	42	75.00 %	1			6	9	20		3
1005	Election Day	332	0	0.00 %								
1005	Vote by Mail	332	111	33.43 %	4	3	4	8	8	67	2	13
1005	Provisional	332	0	0.00 %								
1005	Total	332	111	33.43 %	4	3	4	8	8	67	2	13
1006	Election Day	398	0	0.00 %								
1006	Vote by Mail	398	253	63.57 %	13	2	2	75	56	82	4	6
1006	Provisional	398	0	0.00 %								
1006	Total	398	253	63.57 %	13	2	2	75	56	82	4	6
1008	Election Day	600	1	0.17 %					1			
1008	Vote by Mail	600	325	54.17 %	34	2	5	89	67	97	2	13
1008	Provisional	600	0	0.00 %								
1008	Total	600	326	54.33 %	34	2	5	89	68	97	2	13
1009	Election Day	122	0	0.00 %								
1009	Vote by Mail	122	77	63.11 %	5		2	8	14	39	1	3
1009	Provisional	122	0	0.00 %								
1009	Total	122	77	63.11 %	5		2	8	14	39	1	3
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	538	0	0.00 %								
2002	Vote by Mail	538	240	44.61 %	30	2	3	75	52	52	5	10
2002	Provisional	538	0	0.00 %								
2002	Total	538	240	44.61 %	30	2	3	75	52	52	5	10
2003	Election Day	518	0	0.00 %								
2003	Vote by Mail	518	203	39.19 %	24	2	6	52	51	56	2	7
2003	Provisional	518	0	0.00 %								
2003	Total	518	203	39.19 %	24	2	6	52	51	56	2	7
2004	Election Day	272	0	0.00 %								
2004	Vote by Mail	272	148	54.41 %	13	1	2	39	26	51	1	4
2004	Provisional	272	0	0.00 %								

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Lieutenant Governor

					1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - CLINT W. SAUNDERS	DEM - WILLIAM CAVETT "SKEE" SAACKE	NPP - DAVID HILLBERG	REP - ANGELA E. UNDERWOOD JACOBS	REP - DAVID FENNELL	DEM - ELENI KOUNALAKIS	PF - MOHAMMAD ARIF	DEM - JEFFREY HIGHBEAR MORGAN
2004	Total	272	148	54.41 %	13	1	2	39	26	51	1	4
2005	Election Day	673	0	0.00 %								
2005	Vote by Mail	673	315	46.81 %	40	1	7	69	80	99	3	5
2005	Provisional	673	2	0.30 %						2		
2005	Total	673	317	47.10 %	40	1	7	69	80	101	3	5
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	161	50.47 %	10	2	2	41	52	48		5
2006	Provisional	319	0	0.00 %								
2006	Total	319	161	50.47 %	10	2	2	41	52	48		5
3001	Election Day	587	0	0.00 %								
3001	Vote by Mail	587	334	56.90 %	26	2	6	106	87	78		10
3001	Provisional	587	1	0.17 %					1			
3001	Total	587	335	57.07 %	26	2	6	106	88	78		10
3002	Election Day	297	1	0.34 %				1				
3002	Vote by Mail	297	181	60.94 %	26		4	40	56	45	2	2
3002	Provisional	297	0	0.00 %								
3002	Total	297	182	61.28 %	26		4	41	56	45	2	2
3003	Election Day	332	1	0.30 %					1			
3003	Vote by Mail	332	181	54.52 %	15	3	2	47	44	61		3
3003	Provisional	332	0	0.00 %								
3003	Total	332	182	54.82 %	15	3	2	47	45	61		3
3004	Election Day	664	1	0.15 %						1		
3004	Vote by Mail	664	348	52.41 %	27	1	4	96	67	119	5	6
3004	Provisional	664	0	0.00 %								
3004	Total	664	349	52.56 %	27	1	4	96	67	120	5	6
3005	Election Day	254	0	0.00 %								
3005	Vote by Mail	254	166	65.35 %	8	1	2	67	41	36	2	5
3005	Provisional	254	1	0.39 %		1						
3005	Total	254	167	65.75 %	8	2	2	67	41	36	2	5
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	92	51.69 %	8	1	3	21	33	21		
3006	Provisional	178	0	0.00 %								
3006	Total	178	92	51.69 %	8	1	3	21	33	21		
4001	Election Day	780	0	0.00 %								
4001	Vote by Mail	780	450	57.69 %	30	6	7	78	96	187	8	13
4001	Provisional	780	0	0.00 %								
4001	Total	780	450	57.69 %	30	6	7	78	96	187	8	13
4002	Election Day	725	0	0.00 %								
4002	Vote by Mail	725	395	54.48 %	34	5	4	83	78	158	5	14
4002	Provisional	725	0	0.00 %								
4002	Total	725	395	54.48 %	34	5	4	83	78	158	5	14
4003	Election Day	715	0	0.00 %								
4003	Vote by Mail	715	368	51.47 %	31	5	5	120	68	108	5	11
4003	Provisional	715	0	0.00 %								
4003	Total	715	368	51.47 %	31	5	5	120	68	108	5	11
5001	Election Day	696	0	0.00 %								
5001	Vote by Mail	696	387	55.60 %	36	6	11	119	86	100	5	7

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 Lieutenant Governor

					1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - CLINT W. SAUNDERS	DEM - WILLIAM CAVETT "SKEE" SAACKE	NPP - DAVID HILLBERG	REP - ANGELA E. UNDERWOOD JACOBS	REP - DAVID FENNELL	DEM - ELENI KOUNALAKIS	PF - MOHAMMAD ARIF	DEM - JEFFREY HIGHBEAR MORGAN
5001	Provisional	696	0	0.00 %								
5001	Total	696	387	55.60 %	36	6	11	119	86	100	5	7
5002	Election Day	616	0	0.00 %								
5002	Vote by Mail	616	344	55.84 %	30	1	4	87	91	90	1	14
5002	Provisional	616	0	0.00 %								
5002	Total	616	344	55.84 %	30	1	4	87	91	90	1	14
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	340	55.28 %	25	2	4	105	70	106		10
5004	Provisional	615	1	0.16 %				1				
5004	Total	615	341	55.45 %	25	2	4	106	70	106		10
5005	Election Day	475	0	0.00 %								
5005	Vote by Mail	475	253	53.26 %	18	3	2	64	61	90	2	6
5005	Provisional	475	2	0.42 %	2							
5005	Total	475	255	53.68 %	20	3	2	64	61	90	2	6
Electionwide	Election Day	11748	5	0.04 %				1	3	1		
Electionwide	Vote by Mail	11748	6256	53.25 %	513	61	96	1566	1369	2121	59	192
Electionwide	Provisional	11748	9	0.08 %	2	1		1	1	4		
Electionwide	Total	11748	6270	53.37 %	515	62	96	1568	1373	2126	59	192
Total - Election Day		11748	5	0.04 %				1	3	1		
Total - Vote by Mail		11748	6256	53.25 %	513	61	96	1566	1369	2121	59	192
Total - Provisional		11748	9	0.08 %	2	1		1	1	4		
Contest Total		11748	6270	53.37 %	515	62	96	1568	1373	2126	59	192

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 Secretary of State 2 Controller

					1	1	1	1	1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - JAMES "JW" PAINE	REP - RACHEL HAMM	NPP - MATTHEW D. CINQUANTA	REP - RAUL RODRIGUEZ JR.	GRN - GARY N. BLENNER	REP - ROB BERNOSKY	DEM - SHIRLEY N. WEBER		REP - LANHEE CHEN	DEM - MALIA M. COHEN
1001	Election Day	285	0	0.00 %										
1001	Vote by Mail	285	154	54.04 %	2	7			3	5	135		11	65
1001	Provisional	285	2	0.70 %							2			1
1001	Total	285	156	54.74 %	2	7			3	5	137		11	66
1002	Election Day	215	0	0.00 %										
1002	Vote by Mail	215	127	59.07 %	14	19	1	2	2	22	61		52	30
1002	Provisional	215	0	0.00 %										
1002	Total	215	127	59.07 %	14	19	1	2	2	22	61		52	30
1003	Election Day	486	1	0.21 %	1								1	
1003	Vote by Mail	486	261	53.70 %	28	26	1	2	11	42	136		96	57
1003	Provisional	486	0	0.00 %										
1003	Total	486	262	53.91 %	29	26	1	2	11	42	136		97	57
1004	Election Day	56	0	0.00 %										
1004	Vote by Mail	56	42	75.00 %	1	6			1	11	21		16	8
1004	Provisional	56	0	0.00 %										
1004	Total	56	42	75.00 %	1	6			1	11	21		16	8
1005	Election Day	332	0	0.00 %										
1005	Vote by Mail	332	111	33.43 %	5	5		5	5	5	80		20	37
1005	Provisional	332	0	0.00 %										
1005	Total	332	111	33.43 %	5	5		5	5	5	80		20	37
1006	Election Day	398	0	0.00 %										
1006	Vote by Mail	398	253	63.57 %	25	45		9	1	56	100		132	34
1006	Provisional	398	0	0.00 %										
1006	Total	398	253	63.57 %	25	45		9	1	56	100		132	34
1008	Election Day	600	1	0.17 %						1			1	
1008	Vote by Mail	600	325	54.17 %	34	67	2	12	3	79	107		184	34
1008	Provisional	600	0	0.00 %										
1008	Total	600	326	54.33 %	34	67	2	12	3	80	107		185	34
1009	Election Day	122	0	0.00 %										
1009	Vote by Mail	122	77	63.11 %	4	12	1	1	3	11	38		33	10
1009	Provisional	122	0	0.00 %										
1009	Total	122	77	63.11 %	4	12	1	1	3	11	38		33	10
2001	Election Day	0	0											
2001	Vote by Mail	0	0											
2001	Provisional	0	0											
2001	Total	0	0											
2002	Election Day	538	0	0.00 %										
2002	Vote by Mail	538	240	44.61 %	49	34		7	4	72	64		152	35
2002	Provisional	538	0	0.00 %										
2002	Total	538	240	44.61 %	49	34		7	4	72	64		152	35
2003	Election Day	518	0	0.00 %										
2003	Vote by Mail	518	203	39.19 %	23	31	1	9	4	60	72		122	26
2003	Provisional	518	0	0.00 %										
2003	Total	518	203	39.19 %	23	31	1	9	4	60	72		122	26
2004	Election Day	272	0	0.00 %										
2004	Vote by Mail	272	148	54.41 %	13	26	2	4	3	29	54		75	23
2004	Provisional	272	0	0.00 %										
2004	Total	272	148	54.41 %	13	26	2	4	3	29	54		75	23

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 Secretary of State 2 Controller

					1	1	1	1	1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - JAMES "JW" PAINE	REP - RACHEL HAMM	NPP - MATTHEW D. CINQUANTA	REP - RAUL RODRIGUEZ JR.	GRN - GARY N. BLENNER	REP - ROB BERNOSKY	DEM - SHIRLEY N. WEBER		REP - LANHEE CHEN	DEM - MALIA M. COHEN
2005	Election Day	673	0	0.00 %										
2005	Vote by Mail	673	315	46.81 %	42	58	4	17	4	70	109		176	37
2005	Provisional	673	2	0.30 %							2			1
2005	Total	673	317	47.10 %	42	58	4	17	4	70	111		176	38
2006	Election Day	319	0	0.00 %										
2006	Vote by Mail	319	161	50.47 %	17	38		4		46	51		93	20
2006	Provisional	319	0	0.00 %										
2006	Total	319	161	50.47 %	17	38		4		46	51		93	20
3001	Election Day	587	0	0.00 %										
3001	Vote by Mail	587	334	56.90 %	30	87	1	5	1	93	91		210	34
3001	Provisional	587	1	0.17 %		1							1	
3001	Total	587	335	57.07 %	30	88	1	5	1	93	91		211	34
3002	Election Day	297	1	0.34 %		1							1	
3002	Vote by Mail	297	181	60.94 %	33	43		11	1	43	44		117	12
3002	Provisional	297	0	0.00 %										
3002	Total	297	182	61.28 %	33	44		11	1	43	44		118	12
3003	Election Day	332	1	0.30 %		1							1	
3003	Vote by Mail	332	181	54.52 %	26	30	2	4	1	47	65		99	17
3003	Provisional	332	0	0.00 %										
3003	Total	332	182	54.82 %	26	31	2	4	1	47	65		100	17
3004	Election Day	664	1	0.15 %							1			1
3004	Vote by Mail	664	348	52.41 %	38	59	3	13	5	79	124		182	48
3004	Provisional	664	0	0.00 %										
3004	Total	664	349	52.56 %	38	59	3	13	5	79	125		182	49
3005	Election Day	254	0	0.00 %										
3005	Vote by Mail	254	166	65.35 %	32	38	2	2		45	44		116	12
3005	Provisional	254	1	0.39 %							1			1
3005	Total	254	167	65.75 %	32	38	2	2		45	45		116	13
3006	Election Day	178	0	0.00 %										
3006	Vote by Mail	178	92	51.69 %	23	5	2	2	1	31	22		61	9
3006	Provisional	178	0	0.00 %										
3006	Total	178	92	51.69 %	23	5	2	2	1	31	22		61	9
4001	Election Day	780	0	0.00 %										
4001	Vote by Mail	780	450	57.69 %	39	67	5	8	10	78	207		189	78
4001	Provisional	780	0	0.00 %										
4001	Total	780	450	57.69 %	39	67	5	8	10	78	207		189	78
4002	Election Day	725	0	0.00 %										
4002	Vote by Mail	725	395	54.48 %	37	74	5	6	7	70	174		187	65
4002	Provisional	725	0	0.00 %										
4002	Total	725	395	54.48 %	37	74	5	6	7	70	174		187	65
4003	Election Day	715	0	0.00 %										
4003	Vote by Mail	715	368	51.47 %	40	85	7	12	8	71	128		208	45
4003	Provisional	715	0	0.00 %										
4003	Total	715	368	51.47 %	40	85	7	12	8	71	128		208	45
5001	Election Day	696	0	0.00 %										
5001	Vote by Mail	696	387	55.60 %	54	69	4	21	6	100	112		227	40
5001	Provisional	696	0	0.00 %										
5001	Total	696	387	55.60 %	54	69	4	21	6	100	112		227	40

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Secretary of State 2 Controller

					1	1	1	1	1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - JAMES "JW" PAINE	REP - RACHEL HAMM	NPP - MATTHEW D. CINQUANTA	REP - RAUL RODRIGUEZ JR.	GRN - GARY N. BLENNER	REP - ROB BERNOSKY	DEM - SHIRLEY N. WEBER		REP - LANHEE CHEN	DEM - MALIA M. COHEN
5002	Election Day	616	0	0.00 %										
5002	Vote by Mail	616	344	55.84 %	35	75	4	12	3	84	104		204	38
5002	Provisional	616	0	0.00 %										
5002	Total	616	344	55.84 %	35	75	4	12	3	84	104		204	38
5004	Election Day	615	0	0.00 %										
5004	Vote by Mail	615	340	55.28 %	20	58	5	7	2	96	121		184	49
5004	Provisional	615	1	0.16 %	1								1	
5004	Total	615	341	55.45 %	21	58	5	7	2	96	121		185	49
5005	Election Day	475	0	0.00 %										
5005	Vote by Mail	475	253	53.26 %	29	63	2		3	50	96		137	33
5005	Provisional	475	2	0.42 %						2			2	
5005	Total	475	255	53.68 %	29	63	2		3	52	96		139	33
Electionwide	Election Day	11748	5	0.04 %	1	2				1	1		4	1
Electionwide	Vote by Mail	11748	6256	53.25 %	693	1127	54	175	92	1395	2360		3283	896
Electionwide	Provisional	11748	9	0.08 %	1	1				2	5		4	3
Electionwide	Total	11748	6270	53.37 %	695	1130	54	175	92	1398	2366		3291	900
Total - Election Day		11748	5	0.04 %	1	2				1	1		4	1
Total - Vote by Mail		11748	6256	53.25 %	693	1127	54	175	92	1395	2360		3283	896
Total - Provisional		11748	9	0.08 %	1	1				2	5		4	3
Contest Total		11748	6270	53.37 %	695	1130	54	175	92	1398	2366		3291	900

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Controller

					1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - STEVE GLAZER	DEM - RON GALPERIN	DEM - YVONNE YIU	GRN - LAURA WELLS
1001	Election Day	285	0	0.00 %				
1001	Vote by Mail	285	154	54.04 %	19	22	30	2
1001	Provisional	285	2	0.70 %			1	
1001	Total	285	156	54.74 %	19	22	31	2
1002	Election Day	215	0	0.00 %				
1002	Vote by Mail	215	127	59.07 %	10	8	11	3
1002	Provisional	215	0	0.00 %				
1002	Total	215	127	59.07 %	10	8	11	3
1003	Election Day	486	1	0.21 %				
1003	Vote by Mail	486	261	53.70 %	26	28	17	11
1003	Provisional	486	0	0.00 %				
1003	Total	486	262	53.91 %	26	28	17	11
1004	Election Day	56	0	0.00 %				
1004	Vote by Mail	56	42	75.00 %	6	5	2	2
1004	Provisional	56	0	0.00 %				
1004	Total	56	42	75.00 %	6	5	2	2
1005	Election Day	332	0	0.00 %				
1005	Vote by Mail	332	111	33.43 %	16	13	15	3
1005	Provisional	332	0	0.00 %				
1005	Total	332	111	33.43 %	16	13	15	3
1006	Election Day	398	0	0.00 %				
1006	Vote by Mail	398	253	63.57 %	14	16	24	10
1006	Provisional	398	0	0.00 %				
1006	Total	398	253	63.57 %	14	16	24	10
1008	Election Day	600	1	0.17 %				
1008	Vote by Mail	600	325	54.17 %	31	20	23	5
1008	Provisional	600	0	0.00 %				
1008	Total	600	326	54.33 %	31	20	23	5
1009	Election Day	122	0	0.00 %				
1009	Vote by Mail	122	77	63.11 %	4	11	8	1
1009	Provisional	122	0	0.00 %				
1009	Total	122	77	63.11 %	4	11	8	1
2001	Election Day	0	0					
2001	Vote by Mail	0	0					
2001	Provisional	0	0					
2001	Total	0	0					
2002	Election Day	538	0	0.00 %				
2002	Vote by Mail	538	240	44.61 %	4	12	16	6
2002	Provisional	538	0	0.00 %				
2002	Total	538	240	44.61 %	4	12	16	6
2003	Election Day	518	0	0.00 %				
2003	Vote by Mail	518	203	39.19 %	15	11	12	10
2003	Provisional	518	0	0.00 %				
2003	Total	518	203	39.19 %	15	11	12	10
2004	Election Day	272	0	0.00 %				
2004	Vote by Mail	272	148	54.41 %	5	9	14	4
2004	Provisional	272	0	0.00 %				
2004	Total	272	148	54.41 %	5	9	14	4
2005	Election Day	673	0	0.00 %				

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Controller

					1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - STEVE GLAZER	DEM - RON GALPERIN	DEM - YVONNE YIU	GRN - LAURA WELLS
2005	Vote by Mail	673	315	46.81 %	28	17	28	11
2005	Provisional	673	2	0.30 %	1			
2005	Total	673	317	47.10 %	29	17	28	11
2006	Election Day	319	0	0.00 %				
2006	Vote by Mail	319	161	50.47 %	10	6	18	4
2006	Provisional	319	0	0.00 %				
2006	Total	319	161	50.47 %	10	6	18	4
3001	Election Day	587	0	0.00 %				
3001	Vote by Mail	587	334	56.90 %	18	15	20	6
3001	Provisional	587	1	0.17 %				
3001	Total	587	335	57.07 %	18	15	20	6
3002	Election Day	297	1	0.34 %				
3002	Vote by Mail	297	181	60.94 %	7	13	11	4
3002	Provisional	297	0	0.00 %				
3002	Total	297	182	61.28 %	7	13	11	4
3003	Election Day	332	1	0.30 %				
3003	Vote by Mail	332	181	54.52 %	9	15	21	7
3003	Provisional	332	0	0.00 %				
3003	Total	332	182	54.82 %	9	15	21	7
3004	Election Day	664	1	0.15 %				
3004	Vote by Mail	664	348	52.41 %	24	25	24	7
3004	Provisional	664	0	0.00 %				
3004	Total	664	349	52.56 %	24	25	24	7
3005	Election Day	254	0	0.00 %				
3005	Vote by Mail	254	166	65.35 %	9	8	10	4
3005	Provisional	254	1	0.39 %				
3005	Total	254	167	65.75 %	9	8	10	4
3006	Election Day	178	0	0.00 %				
3006	Vote by Mail	178	92	51.69 %	1	6	7	3
3006	Provisional	178	0	0.00 %				
3006	Total	178	92	51.69 %	1	6	7	3
4001	Election Day	780	0	0.00 %				
4001	Vote by Mail	780	450	57.69 %	42	30	50	18
4001	Provisional	780	0	0.00 %				
4001	Total	780	450	57.69 %	42	30	50	18
4002	Election Day	725	0	0.00 %				
4002	Vote by Mail	725	395	54.48 %	38	24	32	17
4002	Provisional	725	0	0.00 %				
4002	Total	725	395	54.48 %	38	24	32	17
4003	Election Day	715	0	0.00 %				
4003	Vote by Mail	715	368	51.47 %	26	18	30	17
4003	Provisional	715	0	0.00 %				
4003	Total	715	368	51.47 %	26	18	30	17
5001	Election Day	696	0	0.00 %				
5001	Vote by Mail	696	387	55.60 %	17	22	29	18
5001	Provisional	696	0	0.00 %				
5001	Total	696	387	55.60 %	17	22	29	18
5002	Election Day	616	0	0.00 %				
5002	Vote by Mail	616	344	55.84 %	32	13	18	8

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Controller

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - STEVE GLAZER	1 DEM - RON GALPERIN	1 DEM - YVONNE YIU	1 GRN - LAURA WELLS
5002	Provisional	616	0	0.00 %				
5002	Total	616	344	55.84 %	32	13	18	8
5004	Election Day	615	0	0.00 %				
5004	Vote by Mail	615	340	55.28 %	26	16	21	6
5004	Provisional	615	1	0.16 %				
5004	Total	615	341	55.45 %	26	16	21	6
5005	Election Day	475	0	0.00 %				
5005	Vote by Mail	475	253	53.26 %	25	16	17	7
5005	Provisional	475	2	0.42 %				
5005	Total	475	255	53.68 %	25	16	17	7
Electionwide	Election Day	11748	5	0.04 %				
Electionwide	Vote by Mail	11748	6256	53.25 %	462	399	508	194
Electionwide	Provisional	11748	9	0.08 %	1		1	
Electionwide	Total	11748	6270	53.37 %	463	399	509	194
Total - Election Day		11748	5	0.04 %				
Total - Vote by Mail		11748	6256	53.25 %	462	399	508	194
Total - Provisional		11748	9	0.08 %	1		1	
Contest Total		11748	6270	53.37 %	463	399	509	194

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Treasurer 2 Attorney General

					1	1	1	1		2	2	2	2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - JACK M. GUERRERO	PF - MEGHANN ADAMS	REP - ANDREW DO	DEM - FIONA MA		NPP - ANNE MARIE SCHUBERT	REP - NATHAN HOCHMAN	GRN - DAN KAPELOVITZ	DEM - ROB BONTA	REP - ERIC EARLY
1001	Election Day	285	0	0.00 %										
1001	Vote by Mail	285	154	54.04 %	9	2	5	135		3	4	5	129	10
1001	Provisional	285	2	0.70 %				2					2	
1001	Total	285	156	54.74 %	9	2	5	137		3	4	5	131	10
1002	Election Day	215	0	0.00 %										
1002	Vote by Mail	215	127	59.07 %	26	4	28	60		7	16	3	54	40
1002	Provisional	215	0	0.00 %										
1002	Total	215	127	59.07 %	26	4	28	60		7	16	3	54	40
1003	Election Day	486	1	0.21 %			1							1
1003	Vote by Mail	486	261	53.70 %	62	6	42	136		19	43	10	124	54
1003	Provisional	486	0	0.00 %										
1003	Total	486	262	53.91 %	62	6	43	136		19	43	10	124	55
1004	Election Day	56	0	0.00 %										
1004	Vote by Mail	56	42	75.00 %	12		5	21		1	6	1	20	12
1004	Provisional	56	0	0.00 %										
1004	Total	56	42	75.00 %	12		5	21		1	6	1	20	12
1005	Election Day	332	0	0.00 %										
1005	Vote by Mail	332	111	33.43 %	15	4	10	76		11	10	4	71	9
1005	Provisional	332	0	0.00 %										
1005	Total	332	111	33.43 %	15	4	10	76		11	10	4	71	9
1006	Election Day	398	0	0.00 %										
1006	Vote by Mail	398	253	63.57 %	80	3	66	91		12	66	6	84	71
1006	Provisional	398	0	0.00 %										
1006	Total	398	253	63.57 %	80	3	66	91		12	66	6	84	71
1008	Election Day	600	1	0.17 %	1									1
1008	Vote by Mail	600	325	54.17 %	115	4	75	108		23	90	4	95	95
1008	Provisional	600	0	0.00 %										
1008	Total	600	326	54.33 %	116	4	75	108		23	90	4	95	96
1009	Election Day	122	0	0.00 %										
1009	Vote by Mail	122	77	63.11 %	19	3	11	38		12	6	1	33	19
1009	Provisional	122	0	0.00 %										
1009	Total	122	77	63.11 %	19	3	11	38		12	6	1	33	19
2001	Election Day	0	0											
2001	Vote by Mail	0	0											
2001	Provisional	0	0											
2001	Total	0	0											
2002	Election Day	538	0	0.00 %										
2002	Vote by Mail	538	240	44.61 %	92	9	68	60		17	80	4	57	72
2002	Provisional	538	0	0.00 %										
2002	Total	538	240	44.61 %	92	9	68	60		17	80	4	57	72
2003	Election Day	518	0	0.00 %										
2003	Vote by Mail	518	203	39.19 %	79	7	47	65		15	54	5	61	63
2003	Provisional	518	0	0.00 %										
2003	Total	518	203	39.19 %	79	7	47	65		15	54	5	61	63
2004	Election Day	272	0	0.00 %										
2004	Vote by Mail	272	148	54.41 %	46		31	58		6	32	1	54	41
2004	Provisional	272	0	0.00 %										
2004	Total	272	148	54.41 %	46		31	58		6	32	1	54	41

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 Treasurer 2 Attorney General

					1	1	1	1		2	2	2	2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - JACK M. GUERRERO	PF - MEGHANN ADAMS	REP - ANDREW DO	DEM - FIONA MA		NPP - ANNE MARIE SCHUBERT	REP - NATHAN HOCHMAN	GRN - DAN KAPELOVITZ	DEM - ROB BONTA	REP - ERIC EARLY
2005	Election Day	673	0	0.00 %										
2005	Vote by Mail	673	315	46.81 %	111	11	72	111		22	65	5	97	120
2005	Provisional	673	2	0.30 %				2		1			1	
2005	Total	673	317	47.10 %	111	11	72	113		23	65	5	98	120
2006	Election Day	319	0	0.00 %										
2006	Vote by Mail	319	161	50.47 %	61	2	38	56		16	49		47	43
2006	Provisional	319	0	0.00 %										
2006	Total	319	161	50.47 %	61	2	38	56		16	49		47	43
3001	Election Day	587	0	0.00 %										
3001	Vote by Mail	587	334	56.90 %	138	2	81	90		36	67	4	80	128
3001	Provisional	587	1	0.17 %	1									1
3001	Total	587	335	57.07 %	139	2	81	90		36	67	4	80	129
3002	Election Day	297	1	0.34 %	1									1
3002	Vote by Mail	297	181	60.94 %	76	5	46	40		7	44	1	42	81
3002	Provisional	297	0	0.00 %										
3002	Total	297	182	61.28 %	77	5	46	40		7	44	1	42	82
3003	Election Day	332	1	0.30 %	1						1			
3003	Vote by Mail	332	181	54.52 %	56	4	51	67		9	47	5	60	55
3003	Provisional	332	0	0.00 %										
3003	Total	332	182	54.82 %	57	4	51	67		9	48	5	60	55
3004	Election Day	664	1	0.15 %				1					1	
3004	Vote by Mail	664	348	52.41 %	101	6	97	119		23	101	4	117	82
3004	Provisional	664	0	0.00 %										
3004	Total	664	349	52.56 %	101	6	97	120		23	101	4	118	82
3005	Election Day	254	0	0.00 %										
3005	Vote by Mail	254	166	65.35 %	67	2	48	43		18	33	1	41	70
3005	Provisional	254	1	0.39 %				1					1	
3005	Total	254	167	65.75 %	67	2	48	44		18	33	1	42	70
3006	Election Day	178	0	0.00 %										
3006	Vote by Mail	178	92	51.69 %	32	6	25	23		6	21	1	16	42
3006	Provisional	178	0	0.00 %										
3006	Total	178	92	51.69 %	32	6	25	23		6	21	1	16	42
4001	Election Day	780	0	0.00 %										
4001	Vote by Mail	780	450	57.69 %	112	16	88	205		25	77	13	194	113
4001	Provisional	780	0	0.00 %										
4001	Total	780	450	57.69 %	112	16	88	205		25	77	13	194	113
4002	Election Day	725	0	0.00 %										
4002	Vote by Mail	725	395	54.48 %	111	6	84	167		39	84	12	156	84
4002	Provisional	725	0	0.00 %										
4002	Total	725	395	54.48 %	111	6	84	167		39	84	12	156	84
4003	Election Day	715	0	0.00 %										
4003	Vote by Mail	715	368	51.47 %	120	7	101	122		38	95	10	114	98
4003	Provisional	715	0	0.00 %										
4003	Total	715	368	51.47 %	120	7	101	122		38	95	10	114	98
5001	Election Day	696	0	0.00 %										
5001	Vote by Mail	696	387	55.60 %	155	16	84	115		18	112	10	102	120
5001	Provisional	696	0	0.00 %										
5001	Total	696	387	55.60 %	155	16	84	115		18	112	10	102	120

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 Treasurer 2 Attorney General

					1	1	1	1		2	2	2	2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - JACK M. GUERRERO	PF - MEGHANN ADAMS	REP - ANDREW DO	DEM - FIONA MA		NPP - ANNE MARIE SCHUBERT	REP - NATHAN HOCHMAN	GRN - DAN KAPELOVITZ	DEM - ROB BONTA	REP - ERIC EARLY
5002	Election Day	616	0	0.00 %										
5002	Vote by Mail	616	344	55.84 %	115	1	94	111		26	89	3	91	115
5002	Provisional	616	0	0.00 %										
5002	Total	616	344	55.84 %	115	1	94	111		26	89	3	91	115
5004	Election Day	615	0	0.00 %										
5004	Vote by Mail	615	340	55.28 %	104	6	84	114		21	108	4	102	79
5004	Provisional	615	1	0.16 %			1				1			
5004	Total	615	341	55.45 %	104	6	85	114		21	109	4	102	79
5005	Election Day	475	0	0.00 %										
5005	Vote by Mail	475	253	53.26 %	98	5	48	94		13	60	3	90	82
5005	Provisional	475	2	0.42 %	2						2			
5005	Total	475	255	53.68 %	100	5	48	94		13	62	3	90	82
Electionwide	Election Day	11748	5	0.04 %	3		1	1			1		1	3
Electionwide	Vote by Mail	11748	6256	53.25 %	2012	137	1429	2325		443	1459	120	2131	1798
Electionwide	Provisional	11748	9	0.08 %	3		1	5		1	3		4	1
Electionwide	Total	11748	6270	53.37 %	2018	137	1431	2331		444	1463	120	2136	1802
Total - Election Day		11748	5	0.04 %	3		1	1			1		1	3
Total - Vote by Mail		11748	6256	53.25 %	2012	137	1429	2325		443	1459	120	2131	1798
Total - Provisional		11748	9	0.08 %	3		1	5		1	3		4	1
Contest Total		11748	6270	53.37 %	2018	137	1431	2331		444	1463	120	2136	1802

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Insurance Commissioner

					1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	PF - NATHALIE HRIZI	REP - ROBERT HOWELL	REP - GREG CONLON	GRN - VERONIKA FIMBRES	DEM - RICARDO LARA	DEM - MARC LEVINE	DEM - VINSON EUGENE ALLEN	DEM - JASPER "JAY" JACKSON	NPP - ROBERT J. MOLNAR
1001	Election Day	285	0	0.00 %									
1001	Vote by Mail	285	154	54.04 %	5	6	6	2	82	36	6	6	
1001	Provisional	285	2	0.70 %					1		1		
1001	Total	285	156	54.74 %	5	6	6	2	83	36	7	6	
1002	Election Day	215	0	0.00 %									
1002	Vote by Mail	215	127	59.07 %	2	33	20	2	40	12	5	3	2
1002	Provisional	215	0	0.00 %									
1002	Total	215	127	59.07 %	2	33	20	2	40	12	5	3	2
1003	Election Day	486	1	0.21 %			1						
1003	Vote by Mail	486	261	53.70 %	4	50	43	10	100	26	8	8	2
1003	Provisional	486	0	0.00 %									
1003	Total	486	262	53.91 %	4	50	44	10	100	26	8	8	2
1004	Election Day	56	0	0.00 %									
1004	Vote by Mail	56	42	75.00 %	1	13	3		14	5	1		2
1004	Provisional	56	0	0.00 %									
1004	Total	56	42	75.00 %	1	13	3		14	5	1		2
1005	Election Day	332	0	0.00 %									
1005	Vote by Mail	332	111	33.43 %	1	8	10	3	50	21	3	6	4
1005	Provisional	332	0	0.00 %									
1005	Total	332	111	33.43 %	1	8	10	3	50	21	3	6	4
1006	Election Day	398	0	0.00 %									
1006	Vote by Mail	398	253	63.57 %	3	65	63	7	57	26	8	1	6
1006	Provisional	398	0	0.00 %									
1006	Total	398	253	63.57 %	3	65	63	7	57	26	8	1	6
1008	Election Day	600	1	0.17 %		1							
1008	Vote by Mail	600	325	54.17 %	6	102	73	3	62	27	11	3	9
1008	Provisional	600	0	0.00 %									
1008	Total	600	326	54.33 %	6	103	73	3	62	27	11	3	9
1009	Election Day	122	0	0.00 %									
1009	Vote by Mail	122	77	63.11 %		15	15	1	30	4	1	1	2
1009	Provisional	122	0	0.00 %									
1009	Total	122	77	63.11 %		15	15	1	30	4	1	1	2
2001	Election Day	0	0										
2001	Vote by Mail	0	0										
2001	Provisional	0	0										
2001	Total	0	0										
2002	Election Day	538	0	0.00 %									
2002	Vote by Mail	538	240	44.61 %	5	79	67		33	21	15	5	5
2002	Provisional	538	0	0.00 %									
2002	Total	538	240	44.61 %	5	79	67		33	21	15	5	5
2003	Election Day	518	0	0.00 %									
2003	Vote by Mail	518	203	39.19 %	5	58	59	4	39	21	5	10	
2003	Provisional	518	0	0.00 %									
2003	Total	518	203	39.19 %	5	58	59	4	39	21	5	10	
2004	Election Day	272	0	0.00 %									
2004	Vote by Mail	272	148	54.41 %	1	28	43	2	38	11	5	3	2
2004	Provisional	272	0	0.00 %									
2004	Total	272	148	54.41 %	1	28	43	2	38	11	5	3	2

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Insurance Commissioner

					1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	PF - NATHALIE HRIZI	REP - ROBERT HOWELL	REP - GREG CONLON	GRN - VERONIKA FIMBRES	DEM - RICARDO LARA	DEM - MARC LEVINE	DEM - VINSON EUGENE ALLEN	DEM - JASPER "JAY" JACKSON	NPP - ROBERT J. MOLNAR
2005	Election Day	673	0	0.00 %									
2005	Vote by Mail	673	315	46.81 %	7	90	87	5	70	25	7	8	4
2005	Provisional	673	2	0.30 %					1			1	
2005	Total	673	317	47.10 %	7	90	87	5	71	25	7	9	4
2006	Election Day	319	0	0.00 %									
2006	Vote by Mail	319	161	50.47 %	1	52	41	4	35	13	5	4	
2006	Provisional	319	0	0.00 %									
2006	Total	319	161	50.47 %	1	52	41	4	35	13	5	4	
3001	Election Day	587	0	0.00 %									
3001	Vote by Mail	587	334	56.90 %	3	86	103	3	49	34	14	5	9
3001	Provisional	587	1	0.17 %		1							
3001	Total	587	335	57.07 %	3	87	103	3	49	34	14	5	9
3002	Election Day	297	1	0.34 %		1							
3002	Vote by Mail	297	181	60.94 %	2	70	51	3	23	11	4	1	2
3002	Provisional	297	0	0.00 %									
3002	Total	297	182	61.28 %	2	71	51	3	23	11	4	1	2
3003	Election Day	332	1	0.30 %			1						
3003	Vote by Mail	332	181	54.52 %	2	53	41	4	38	14	8	8	7
3003	Provisional	332	0	0.00 %									
3003	Total	332	182	54.82 %	2	53	42	4	38	14	8	8	7
3004	Election Day	664	1	0.15 %					1				
3004	Vote by Mail	664	348	52.41 %	5	95	82	3	96	17	12	5	4
3004	Provisional	664	0	0.00 %									
3004	Total	664	349	52.56 %	5	95	82	3	97	17	12	5	4
3005	Election Day	254	0	0.00 %									
3005	Vote by Mail	254	166	65.35 %		44	61	4	26	12	9	4	2
3005	Provisional	254	1	0.39 %							1		
3005	Total	254	167	65.75 %		44	61	4	26	12	10	4	2
3006	Election Day	178	0	0.00 %									
3006	Vote by Mail	178	92	51.69 %		27	36	1	15	4	1		2
3006	Provisional	178	0	0.00 %									
3006	Total	178	92	51.69 %		27	36	1	15	4	1		2
4001	Election Day	780	0	0.00 %									
4001	Vote by Mail	780	450	57.69 %	9	103	86	12	139	40	14	13	6
4001	Provisional	780	0	0.00 %									
4001	Total	780	450	57.69 %	9	103	86	12	139	40	14	13	6
4002	Election Day	725	0	0.00 %									
4002	Vote by Mail	725	395	54.48 %	5	94	82	9	98	46	17	7	9
4002	Provisional	725	0	0.00 %									
4002	Total	725	395	54.48 %	5	94	82	9	98	46	17	7	9
4003	Election Day	715	0	0.00 %									
4003	Vote by Mail	715	368	51.47 %	5	90	111	7	85	21	13	8	6
4003	Provisional	715	0	0.00 %									
4003	Total	715	368	51.47 %	5	90	111	7	85	21	13	8	6
5001	Election Day	696	0	0.00 %									
5001	Vote by Mail	696	387	55.60 %	6	116	107	9	83	17	14	10	6
5001	Provisional	696	0	0.00 %									
5001	Total	696	387	55.60 %	6	116	107	9	83	17	14	10	6

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Insurance Commissioner

					1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	PF - NATHALIE HRIZI	REP - ROBERT HOWELL	REP - GREG CONLON	GRN - VERONIKA FIMBRES	DEM - RICARDO LARA	DEM - MARC LEVINE	DEM - VINSON EUGENE ALLEN	DEM - JASPER "JAY" JACKSON	NPP - ROBERT J. MOLNAR
5002	Election Day	616	0	0.00 %									
5002	Vote by Mail	616	344	55.84 %	5	111	75	2	65	24	19	8	5
5002	Provisional	616	0	0.00 %									
5002	Total	616	344	55.84 %	5	111	75	2	65	24	19	8	5
5004	Election Day	615	0	0.00 %									
5004	Vote by Mail	615	340	55.28 %	2	84	98	6	79	23	13	6	1
5004	Provisional	615	1	0.16 %		1							
5004	Total	615	341	55.45 %	2	85	98	6	79	23	13	6	1
5005	Election Day	475	0	0.00 %									
5005	Vote by Mail	475	253	53.26 %		68	66	4	63	21	8	6	7
5005	Provisional	475	2	0.42 %		1	1						
5005	Total	475	255	53.68 %		69	67	4	63	21	8	6	7
Electionwide	Election Day	11748	5	0.04 %		2	2		1				
Electionwide	Vote by Mail	11748	6256	53.25 %	85	1640	1529	110	1509	532	226	139	104
Electionwide	Provisional	11748	9	0.08 %		3	1		2		2	1	
Electionwide	Total	11748	6270	53.37 %	85	1645	1532	110	1512	532	228	140	104
Total - Election Day		11748	5	0.04 %		2	2		1				
Total - Vote by Mail		11748	6256	53.25 %	85	1640	1529	110	1509	532	226	139	104
Total - Provisional		11748	9	0.08 %		3	1		2		2	1	
Contest Total		11748	6270	53.37 %	85	1645	1532	110	1512	532	228	140	104

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Board of Equalization Area 1

					1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - NADER SHAHATIT	REP - TED GAINES	DEM - JOSE S. ALTAMIRANO	DEM - BRADEN MURPHY
1001	Election Day	285	0	0.00 %				
1001	Vote by Mail	285	154	54.04 %	15	17	44	58
1001	Provisional	285	2	0.70 %	1		1	
1001	Total	285	156	54.74 %	16	17	45	58
1002	Election Day	215	0	0.00 %				
1002	Vote by Mail	215	127	59.07 %	11	58	19	28
1002	Provisional	215	0	0.00 %				
1002	Total	215	127	59.07 %	11	58	19	28
1003	Election Day	486	1	0.21 %		1		
1003	Vote by Mail	486	261	53.70 %	23	104	55	49
1003	Provisional	486	0	0.00 %				
1003	Total	486	262	53.91 %	23	105	55	49
1004	Election Day	56	0	0.00 %				
1004	Vote by Mail	56	42	75.00 %	4	19	13	2
1004	Provisional	56	0	0.00 %				
1004	Total	56	42	75.00 %	4	19	13	2
1005	Election Day	332	0	0.00 %				
1005	Vote by Mail	332	111	33.43 %	5	31	31	30
1005	Provisional	332	0	0.00 %				
1005	Total	332	111	33.43 %	5	31	31	30
1006	Election Day	398	0	0.00 %				
1006	Vote by Mail	398	253	63.57 %	13	146	34	38
1006	Provisional	398	0	0.00 %				
1006	Total	398	253	63.57 %	13	146	34	38
1008	Election Day	600	1	0.17 %		1		
1008	Vote by Mail	600	325	54.17 %	13	200	47	33
1008	Provisional	600	0	0.00 %				
1008	Total	600	326	54.33 %	13	201	47	33
1009	Election Day	122	0	0.00 %				
1009	Vote by Mail	122	77	63.11 %	7	28	17	12
1009	Provisional	122	0	0.00 %				
1009	Total	122	77	63.11 %	7	28	17	12
2001	Election Day	0	0					
2001	Vote by Mail	0	0					
2001	Provisional	0	0					
2001	Total	0	0					
2002	Election Day	538	0	0.00 %				
2002	Vote by Mail	538	240	44.61 %	16	169	29	15
2002	Provisional	538	0	0.00 %				
2002	Total	538	240	44.61 %	16	169	29	15
2003	Election Day	518	0	0.00 %				
2003	Vote by Mail	518	203	39.19 %	10	131	31	22
2003	Provisional	518	0	0.00 %				
2003	Total	518	203	39.19 %	10	131	31	22
2004	Election Day	272	0	0.00 %				
2004	Vote by Mail	272	148	54.41 %	2	75	35	14
2004	Provisional	272	0	0.00 %				
2004	Total	272	148	54.41 %	2	75	35	14
2005	Election Day	673	0	0.00 %				

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Board of Equalization Area 1

					1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - NADER SHAHATIT	REP - TED GAINES	DEM - JOSE S. ALTAMIRANO	DEM - BRADEN MURPHY
2005	Vote by Mail	673	315	46.81 %	27	187	49	33
2005	Provisional	673	2	0.30 %			1	1
2005	Total	673	317	47.10 %	27	187	50	34
2006	Election Day	319	0	0.00 %				
2006	Vote by Mail	319	161	50.47 %	8	102	23	14
2006	Provisional	319	0	0.00 %				
2006	Total	319	161	50.47 %	8	102	23	14
3001	Election Day	587	0	0.00 %				
3001	Vote by Mail	587	334	56.90 %	21	222	32	29
3001	Provisional	587	1	0.17 %		1		
3001	Total	587	335	57.07 %	21	223	32	29
3002	Election Day	297	1	0.34 %		1		
3002	Vote by Mail	297	181	60.94 %	9	124	17	8
3002	Provisional	297	0	0.00 %				
3002	Total	297	182	61.28 %	9	125	17	8
3003	Election Day	332	1	0.30 %		1		
3003	Vote by Mail	332	181	54.52 %	13	114	34	10
3003	Provisional	332	0	0.00 %				
3003	Total	332	182	54.82 %	13	115	34	10
3004	Election Day	664	1	0.15 %			1	
3004	Vote by Mail	664	348	52.41 %	16	192	60	44
3004	Provisional	664	0	0.00 %				
3004	Total	664	349	52.56 %	16	192	61	44
3005	Election Day	254	0	0.00 %				
3005	Vote by Mail	254	166	65.35 %	7	111	21	19
3005	Provisional	254	1	0.39 %			1	
3005	Total	254	167	65.75 %	7	111	22	19
3006	Election Day	178	0	0.00 %				
3006	Vote by Mail	178	92	51.69 %	1	63	8	11
3006	Provisional	178	0	0.00 %				
3006	Total	178	92	51.69 %	1	63	8	11
4001	Election Day	780	0	0.00 %				
4001	Vote by Mail	780	450	57.69 %	30	213	88	73
4001	Provisional	780	0	0.00 %				
4001	Total	780	450	57.69 %	30	213	88	73
4002	Election Day	725	0	0.00 %				
4002	Vote by Mail	725	395	54.48 %	25	205	64	58
4002	Provisional	725	0	0.00 %				
4002	Total	725	395	54.48 %	25	205	64	58
4003	Election Day	715	0	0.00 %				
4003	Vote by Mail	715	368	51.47 %	25	214	62	38
4003	Provisional	715	0	0.00 %				
4003	Total	715	368	51.47 %	25	214	62	38
5001	Election Day	696	0	0.00 %				
5001	Vote by Mail	696	387	55.60 %	30	244	45	35
5001	Provisional	696	0	0.00 %				
5001	Total	696	387	55.60 %	30	244	45	35
5002	Election Day	616	0	0.00 %				
5002	Vote by Mail	616	344	55.84 %	18	221	32	41

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Board of Equalization Area 1

						1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - NADER SHAHATIT	REP - TED GAINES	DEM - JOSE S. ALTAMIRANO	DEM - BRADEN MURPHY
5002	Provisional	616	0	0.00 %					
5002	Total	616	344	55.84 %		18	221	32	41
5004	Election Day	615	0	0.00 %					
5004	Vote by Mail	615	340	55.28 %		14	197	55	41
5004	Provisional	615	1	0.16 %			1		
5004	Total	615	341	55.45 %		14	198	55	41
5005	Election Day	475	0	0.00 %					
5005	Vote by Mail	475	253	53.26 %		19	146	35	37
5005	Provisional	475	2	0.42 %			2		
5005	Total	475	255	53.68 %		19	148	35	37
Electionwide	Election Day	11748	5	0.04 %			4	1	
Electionwide	Vote by Mail	11748	6256	53.25 %		382	3533	980	792
Electionwide	Provisional	11748	9	0.08 %		1	4	3	1
Electionwide	Total	11748	6270	53.37 %		383	3541	984	793
Total - Election Day		11748	5	0.04 %			4	1	
Total - Vote by Mail		11748	6256	53.25 %		382	3533	980	792
Total - Provisional		11748	9	0.08 %		1	4	3	1
Contest Total		11748	6270	53.37 %		383	3541	984	793

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United States Senator (Full Term)

		Registered Voters	Voters Cast	Turnout (%)	1 REP - CHUCK SMITH	1 PF - JOHN THOMPSON PARKER	1 DEM - ALEX PADILLA	1 REP - ENRIQUE PETRIS	1 DEM - OBAIDUL HUQ PIRJADA	1 DEM - DOUGLAS HOWARD PIERCE	1 REP - MYRON L. HALL	1 DEM - TIMOTHY J URSICH	1 GRN - JAMES "HENK" CONN	1 NPP - DON J. GRUNDMANN
1001	Election Day	285	0	0.00 %										
1001	Vote by Mail	285	154	54.04 %	2	2	109			1		6	2	
1001	Provisional	285	2	0.70 %			2							
1001	Total	285	156	54.74 %	2	2	111			1		6	2	
1002	Election Day	215	0	0.00 %										
1002	Vote by Mail	215	127	59.07 %	10	3	54			2		2	1	
1002	Provisional	215	0	0.00 %										
1002	Total	215	127	59.07 %	10	3	54			2		2	1	
1003	Election Day	486	1	0.21 %	1									
1003	Vote by Mail	486	260	53.50 %	13	5	118		1	5	1	2	4	1
1003	Provisional	486	0	0.00 %										
1003	Total	486	261	53.70 %	14	5	118		1	5	1	2	4	1
1004	Election Day	56	0	0.00 %										
1004	Vote by Mail	56	41	73.21 %	1		19			1		1		
1004	Provisional	56	0	0.00 %										
1004	Total	56	41	73.21 %	1		19			1		1		
1005	Election Day	332	0	0.00 %										
1005	Vote by Mail	332	109	32.83 %	5	2	69		1	2	1	5	1	3
1005	Provisional	332	0	0.00 %										
1005	Total	332	109	32.83 %	5	2	69		1	2	1	5	1	3
1006	Election Day	398	0	0.00 %										
1006	Vote by Mail	398	253	63.57 %	14	4	79			2	2	4		1
1006	Provisional	398	0	0.00 %										
1006	Total	398	253	63.57 %	14	4	79			2	2	4		1
1008	Election Day	600	1	0.17 %										
1008	Vote by Mail	600	324	54.00 %	20	2	94	1		4	4	2	4	2
1008	Provisional	600	0	0.00 %										
1008	Total	600	325	54.17 %	20	2	94	1		4	4	2	4	2
1009	Election Day	122	0	0.00 %										
1009	Vote by Mail	122	77	63.11 %	5	1	34			3			2	1
1009	Provisional	122	0	0.00 %										
1009	Total	122	77	63.11 %	5	1	34			3			2	1
2001	Election Day	0	0											
2001	Vote by Mail	0	0											
2001	Provisional	0	0											
2001	Total	0	0											
2002	Election Day	538	0	0.00 %										
2002	Vote by Mail	538	240	44.61 %	34	3	49			2	1	2		1
2002	Provisional	538	0	0.00 %										
2002	Total	538	240	44.61 %	34	3	49			2	1	2		1
2003	Election Day	518	0	0.00 %										
2003	Vote by Mail	518	202	39.00 %	22	3	49			8	1	1		
2003	Provisional	518	0	0.00 %										
2003	Total	518	202	39.00 %	22	3	49			8	1	1		
2004	Election Day	272	0	0.00 %										
2004	Vote by Mail	272	147	54.04 %	13		51			1		1	1	
2004	Provisional	272	0	0.00 %										
2004	Total	272	147	54.04 %	13		51			1		1	1	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United States Senator (Full Term)

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - CHUCK SMITH	PF - JOHN THOMPSON PARKER	DEM - ALEX PADILLA	REP - ENRIQUE PETRIS	DEM - OBAIDUL HUQ PIRJADA	DEM - DOUGLAS HOWARD PIERCE	REP - MYRON L. HALL	DEM - TIMOTHY J URSICH	GRN - JAMES "HENK" CONN	NPP - DON J. GRUNDMANN
2005	Election Day	673	0	0.00 %										
2005	Vote by Mail	673	314	46.66 %	29	5	86	1	1	4	2	5	1	1
2005	Provisional	673	2	0.30 %			1					1		
2005	Total	673	316	46.95 %	29	5	87	1	1	4	2	6	1	1
2006	Election Day	319	0	0.00 %										
2006	Vote by Mail	319	161	50.47 %	17		45				3	2		
2006	Provisional	319	0	0.00 %										
2006	Total	319	161	50.47 %	17		45				3	2		
3001	Election Day	587	0	0.00 %										
3001	Vote by Mail	587	334	56.90 %	20		80		1	3	2	2		
3001	Provisional	587	1	0.17 %										
3001	Total	587	335	57.07 %	20		80		1	3	2	2		
3002	Election Day	297	1	0.34 %										
3002	Vote by Mail	297	181	60.94 %	16	1	44	1			2	1		
3002	Provisional	297	0	0.00 %										
3002	Total	297	182	61.28 %	16	1	44	1			2	1		
3003	Election Day	332	1	0.30 %										
3003	Vote by Mail	332	181	54.52 %	19	1	50		1	3	1	2	1	
3003	Provisional	332	0	0.00 %										
3003	Total	332	182	54.82 %	19	1	50		1	3	1	2	1	
3004	Election Day	664	1	0.15 %			1							
3004	Vote by Mail	664	348	52.41 %	22	1	113			6	3	4	1	
3004	Provisional	664	0	0.00 %										
3004	Total	664	349	52.56 %	22	1	114			6	3	4	1	
3005	Election Day	254	0	0.00 %										
3005	Vote by Mail	254	165	64.96 %	15	1	35			2	3	1		1
3005	Provisional	254	1	0.39 %			1							
3005	Total	254	166	65.35 %	15	1	36			2	3	1		1
3006	Election Day	178	0	0.00 %										
3006	Vote by Mail	178	92	51.69 %	15	2	19							
3006	Provisional	178	0	0.00 %										
3006	Total	178	92	51.69 %	15	2	19							
4001	Election Day	780	0	0.00 %										
4001	Vote by Mail	780	447	57.31 %	23	8	174			8	7	9	5	1
4001	Provisional	780	0	0.00 %										
4001	Total	780	447	57.31 %	23	8	174			8	7	9	5	1
4002	Election Day	725	0	0.00 %										
4002	Vote by Mail	725	395	54.48 %	28	5	150			3	4	8	4	1
4002	Provisional	725	0	0.00 %										
4002	Total	725	395	54.48 %	28	5	150			3	4	8	4	1
4003	Election Day	715	0	0.00 %										
4003	Vote by Mail	715	368	51.47 %	30	3	104			5	10	10	1	2
4003	Provisional	715	0	0.00 %										
4003	Total	715	368	51.47 %	30	3	104			5	10	10	1	2
5001	Election Day	696	0	0.00 %										
5001	Vote by Mail	696	385	55.32 %	33	5	101			4	1	5	2	
5001	Provisional	696	0	0.00 %										
5001	Total	696	385	55.32 %	33	5	101			4	1	5	2	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 United States Senator (Full Term)

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - CHUCK SMITH	PF - JOHN THOMPSON PARKER	DEM - ALEX PADILLA	REP - ENRIQUE PETRIS	DEM - OBAIDUL HUQ PIRJADA	DEM - DOUGLAS HOWARD PIERCE	REP - MYRON L. HALL	DEM - TIMOTHY J URSICH	GRN - JAMES "HENK" CONN	NPP - DON J. GRUNDMANN
5002	Election Day	616	0	0.00 %										
5002	Vote by Mail	616	344	55.84 %	21	3	94			7	2	8	1	
5002	Provisional	616	0	0.00 %										
5002	Total	616	344	55.84 %	21	3	94			7	2	8	1	
5004	Election Day	615	0	0.00 %										
5004	Vote by Mail	615	339	55.12 %	18	2	98			4		8	2	
5004	Provisional	615	1	0.16 %										
5004	Total	615	340	55.28 %	18	2	98			4		8	2	
5005	Election Day	475	0	0.00 %										
5005	Vote by Mail	475	253	53.26 %	19	5	83			5	2	3	1	
5005	Provisional	475	2	0.42 %										
5005	Total	475	255	53.68 %	19	5	83			5	2	3	1	
Electionwide	Election Day	11748	5	0.04 %	1		1							
Electionwide	Vote by Mail	11748	6241	53.12 %	464	67	2001	3	5	85	52	94	34	15
Electionwide	Provisional	11748	9	0.08 %			4					1		
Electionwide	Total	11748	6255	53.24 %	465	67	2006	3	5	85	52	95	34	15
Total - Election Day		11748	5	0.04 %	1		1							
Total - Vote by Mail		11748	6241	53.12 %	464	67	2001	3	5	85	52	94	34	15
Total - Provisional		11748	9	0.08 %			4					1		
Contest Total		11748	6255	53.24 %	465	67	2006	3	5	85	52	95	34	15

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 United States Senator (Full Term)

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - ELEANOR GARCIA	REP - ROBERT GEORGE LUCERO, JR	REP - SARAH SUN LIEW	NPP - DAPHNE BRADFORD	REP - JAMES P. BRADLEY	DEM - AKINYEMI AGBEDE	REP - JON ELIST	GRN - PAMELA ELIZONDO	DEM - DAN O'DOWD	REP - CORDIE WILLIAMS
1001	Election Day	285	0	0.00 %										
1001	Vote by Mail	285	154	54.04 %	2	1				5	3	1	4	2
1001	Provisional	285	2	0.70 %										
1001	Total	285	156	54.74 %	2	1				5	3	1	4	2
1002	Election Day	215	0	0.00 %										
1002	Vote by Mail	215	127	59.07 %		1		1	4		4		1	9
1002	Provisional	215	0	0.00 %										
1002	Total	215	127	59.07 %		1		1	4		4		1	9
1003	Election Day	486	1	0.21 %										
1003	Vote by Mail	486	260	53.50 %	2	3	1		10	2	10	4	2	19
1003	Provisional	486	0	0.00 %										
1003	Total	486	261	53.70 %	2	3	1		10	2	10	4	2	19
1004	Election Day	56	0	0.00 %										
1004	Vote by Mail	56	41	73.21 %						1				9
1004	Provisional	56	0	0.00 %										
1004	Total	56	41	73.21 %						1				9
1005	Election Day	332	0	0.00 %										
1005	Vote by Mail	332	109	32.83 %			1		2			1	2	6
1005	Provisional	332	0	0.00 %										
1005	Total	332	109	32.83 %			1		2			1	2	6
1006	Election Day	398	0	0.00 %										
1006	Vote by Mail	398	253	63.57 %	2	4	1		7	1	26	4	3	34
1006	Provisional	398	0	0.00 %										
1006	Total	398	253	63.57 %	2	4	1		7	1	26	4	3	34
1008	Election Day	600	1	0.17 %										
1008	Vote by Mail	600	324	54.00 %	1	6		1	14		28	1	2	33
1008	Provisional	600	0	0.00 %										
1008	Total	600	325	54.17 %	1	6		1	14		28	1	2	33
1009	Election Day	122	0	0.00 %										
1009	Vote by Mail	122	77	63.11 %		1	2		4					5
1009	Provisional	122	0	0.00 %										
1009	Total	122	77	63.11 %		1	2		4					5
2001	Election Day	0	0											
2001	Vote by Mail	0	0											
2001	Provisional	0	0											
2001	Total	0	0											
2002	Election Day	538	0	0.00 %										
2002	Vote by Mail	538	240	44.61 %		3	3	1	17	5	33	2	2	25
2002	Provisional	538	0	0.00 %										
2002	Total	538	240	44.61 %		3	3	1	17	5	33	2	2	25
2003	Election Day	518	0	0.00 %										
2003	Vote by Mail	518	202	39.00 %	2	1	3	1	16	1	14	2	5	10
2003	Provisional	518	0	0.00 %										
2003	Total	518	202	39.00 %	2	1	3	1	16	1	14	2	5	10
2004	Election Day	272	0	0.00 %										
2004	Vote by Mail	272	147	54.04 %	2	3	1	1	4	1	18		1	17
2004	Provisional	272	0	0.00 %										

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United States Senator (Full Term)

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - ELEANOR GARCIA	REP - ROBERT GEORGE LUCERO, JR	REP - SARAH SUN LIEW	NPP - DAPHNE BRADFORD	REP - JAMES P. BRADLEY	DEM - AKINYEMI AGBEDE	REP - JON ELIST	GRN - PAMELA ELIZONDO	DEM - DAN O'DOWD	REP - CORDIE WILLIAMS
2004	Total	272	147	54.04 %	2	3	1	1	4	1	18		1	17
2005	Election Day	673	0	0.00 %										
2005	Vote by Mail	673	314	46.66 %	4	2	5	2	25	2	24	1	3	23
2005	Provisional	673	2	0.30 %										
2005	Total	673	316	46.95 %	4	2	5	2	25	2	24	1	3	23
2006	Election Day	319	0	0.00 %										
2006	Vote by Mail	319	161	50.47 %	1	4	2		6	2	14		4	17
2006	Provisional	319	0	0.00 %										
2006	Total	319	161	50.47 %	1	4	2		6	2	14		4	17
3001	Election Day	587	0	0.00 %										
3001	Vote by Mail	587	334	56.90 %	1	4	4	1	20	3	18	2	3	45
3001	Provisional	587	1	0.17 %										1
3001	Total	587	335	57.07 %	1	4	4	1	20	3	18	2	3	46
3002	Election Day	297	1	0.34 %										
3002	Vote by Mail	297	181	60.94 %		1	1	2	15		11	3		35
3002	Provisional	297	0	0.00 %										
3002	Total	297	182	61.28 %		1	1	2	15		11	3		35
3003	Election Day	332	1	0.30 %										1
3003	Vote by Mail	332	181	54.52 %	3	4	3		8	1	21	1	3	18
3003	Provisional	332	0	0.00 %										
3003	Total	332	182	54.82 %	3	4	3		8	1	21	1	3	19
3004	Election Day	664	1	0.15 %										
3004	Vote by Mail	664	348	52.41 %	1	4	5	2	12	1	29	3	1	43
3004	Provisional	664	0	0.00 %										
3004	Total	664	349	52.56 %	1	4	5	2	12	1	29	3	1	43
3005	Election Day	254	0	0.00 %										
3005	Vote by Mail	254	165	64.96 %	1	4	3		7		13		1	30
3005	Provisional	254	1	0.39 %										
3005	Total	254	166	65.35 %	1	4	3		7		13		1	30
3006	Election Day	178	0	0.00 %										
3006	Vote by Mail	178	92	51.69 %		5	1		12		2			5
3006	Provisional	178	0	0.00 %										
3006	Total	178	92	51.69 %		5	1		12		2			5
4001	Election Day	780	0	0.00 %										
4001	Vote by Mail	780	447	57.31 %	5	11	3	1	28	4	28	2	3	35
4001	Provisional	780	0	0.00 %										
4001	Total	780	447	57.31 %	5	11	3	1	28	4	28	2	3	35
4002	Election Day	725	0	0.00 %										
4002	Vote by Mail	725	395	54.48 %	7	2	4	1	24		26	2	3	44
4002	Provisional	725	0	0.00 %										
4002	Total	725	395	54.48 %	7	2	4	1	24		26	2	3	44
4003	Election Day	715	0	0.00 %										
4003	Vote by Mail	715	368	51.47 %		3	10		23	2	25	2	1	52
4003	Provisional	715	0	0.00 %										
4003	Total	715	368	51.47 %		3	10		23	2	25	2	1	52
5001	Election Day	696	0	0.00 %										
5001	Vote by Mail	696	385	55.32 %	5	10	1		27		41	3	3	42

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United States Senator (Full Term)

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - ELEANOR GARCIA	REP - ROBERT GEORGE LUCERO, JR	REP - SARAH SUN LIEW	NPP - DAPHNE BRADFORD	REP - JAMES P. BRADLEY	DEM - AKINYEMI AGBEDE	REP - JON ELIST	GRN - PAMELA ELIZONDO	DEM - DAN O'DOWD	REP - CORDIE WILLIAMS
5001	Provisional	696	0	0.00 %										
5001	Total	696	385	55.32 %	5	10	1		27		41	3	3	42
5002	Election Day	616	0	0.00 %										
5002	Vote by Mail	616	344	55.84 %	1	4	4	2	27	1	34		3	40
5002	Provisional	616	0	0.00 %										
5002	Total	616	344	55.84 %	1	4	4	2	27	1	34		3	40
5004	Election Day	615	0	0.00 %										
5004	Vote by Mail	615	339	55.12 %		3	4		24	2	22	1	4	61
5004	Provisional	615	1	0.16 %								1		
5004	Total	615	340	55.28 %		3	4		24	2	22	2	4	61
5005	Election Day	475	0	0.00 %										
5005	Vote by Mail	475	253	53.26 %		10	2		17	2	17		2	29
5005	Provisional	475	2	0.42 %							2			
5005	Total	475	255	53.68 %		10	2		17	2	19		2	29
Electionwide	Election Day	11748	5	0.04 %										1
Electionwide	Vote by Mail	11748	6241	53.12 %	40	94	64	16	353	36	461	35	56	688
Electionwide	Provisional	11748	9	0.08 %							2	1		1
Electionwide	Total	11748	6255	53.24 %	40	94	64	16	353	36	463	36	56	690
Total - Election Day		11748	5	0.04 %										1
Total - Vote by Mail		11748	6241	53.12 %	40	94	64	16	353	36	461	35	56	688
Total - Provisional		11748	9	0.08 %							2	1		1
Contest Total		11748	6255	53.24 %	40	94	64	16	353	36	463	36	56	690

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United States Senator (Full Term)

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - DEON D. JENKINS	REP - CARLOS GUILLERMO TAPIA	REP - MARK P. MEUSER
1001	Election Day	285	0	0.00 %			
1001	Vote by Mail	285	154	54.04 %			4
1001	Provisional	285	2	0.70 %			
1001	Total	285	156	54.74 %			4
1002	Election Day	215	0	0.00 %			
1002	Vote by Mail	215	127	59.07 %	1		24
1002	Provisional	215	0	0.00 %			
1002	Total	215	127	59.07 %	1		24
1003	Election Day	486	1	0.21 %			
1003	Vote by Mail	486	260	53.50 %		3	48
1003	Provisional	486	0	0.00 %			
1003	Total	486	261	53.70 %		3	48
1004	Election Day	56	0	0.00 %			
1004	Vote by Mail	56	41	73.21 %		1	5
1004	Provisional	56	0	0.00 %			
1004	Total	56	41	73.21 %		1	5
1005	Election Day	332	0	0.00 %			
1005	Vote by Mail	332	109	32.83 %			7
1005	Provisional	332	0	0.00 %			
1005	Total	332	109	32.83 %			7
1006	Election Day	398	0	0.00 %			
1006	Vote by Mail	398	253	63.57 %		3	51
1006	Provisional	398	0	0.00 %			
1006	Total	398	253	63.57 %		3	51
1008	Election Day	600	1	0.17 %			1
1008	Vote by Mail	600	324	54.00 %		3	82
1008	Provisional	600	0	0.00 %			
1008	Total	600	325	54.17 %		3	83
1009	Election Day	122	0	0.00 %			
1009	Vote by Mail	122	77	63.11 %			14
1009	Provisional	122	0	0.00 %			
1009	Total	122	77	63.11 %			14
2001	Election Day	0	0				
2001	Vote by Mail	0	0				
2001	Provisional	0	0				
2001	Total	0	0				
2002	Election Day	538	0	0.00 %			
2002	Vote by Mail	538	240	44.61 %			49
2002	Provisional	538	0	0.00 %			
2002	Total	538	240	44.61 %			49
2003	Election Day	518	0	0.00 %			
2003	Vote by Mail	518	202	39.00 %		1	54
2003	Provisional	518	0	0.00 %			
2003	Total	518	202	39.00 %		1	54
2004	Election Day	272	0	0.00 %			
2004	Vote by Mail	272	147	54.04 %	1		20
2004	Provisional	272	0	0.00 %			
2004	Total	272	147	54.04 %	1		20

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United States Senator (Full Term)

						1	1	1
		Registered Voters	Voters Cast	Turnout (%)		NPP - DEON D. JENKINS	REP - CARLOS GUILLERMO TAPIA	REP - MARK P. MEUSER
2005	Election Day	673	0	0.00 %				
2005	Vote by Mail	673	314	46.66 %			1	72
2005	Provisional	673	2	0.30 %				
2005	Total	673	316	46.95 %			1	72
2006	Election Day	319	0	0.00 %				
2006	Vote by Mail	319	161	50.47 %				38
2006	Provisional	319	0	0.00 %				
2006	Total	319	161	50.47 %				38
3001	Election Day	587	0	0.00 %				
3001	Vote by Mail	587	334	56.90 %				106
3001	Provisional	587	1	0.17 %				
3001	Total	587	335	57.07 %				106
3002	Election Day	297	1	0.34 %				1
3002	Vote by Mail	297	181	60.94 %		1	1	41
3002	Provisional	297	0	0.00 %				
3002	Total	297	182	61.28 %		1	1	42
3003	Election Day	332	1	0.30 %				
3003	Vote by Mail	332	181	54.52 %				34
3003	Provisional	332	0	0.00 %				
3003	Total	332	182	54.82 %				34
3004	Election Day	664	1	0.15 %				
3004	Vote by Mail	664	348	52.41 %				75
3004	Provisional	664	0	0.00 %				
3004	Total	664	349	52.56 %				75
3005	Election Day	254	0	0.00 %				
3005	Vote by Mail	254	165	64.96 %		2	1	38
3005	Provisional	254	1	0.39 %				
3005	Total	254	166	65.35 %		2	1	38
3006	Election Day	178	0	0.00 %				
3006	Vote by Mail	178	92	51.69 %				24
3006	Provisional	178	0	0.00 %				
3006	Total	178	92	51.69 %				24
4001	Election Day	780	0	0.00 %				
4001	Vote by Mail	780	447	57.31 %			2	69
4001	Provisional	780	0	0.00 %				
4001	Total	780	447	57.31 %			2	69
4002	Election Day	725	0	0.00 %				
4002	Vote by Mail	725	395	54.48 %				55
4002	Provisional	725	0	0.00 %				
4002	Total	725	395	54.48 %				55
4003	Election Day	715	0	0.00 %				
4003	Vote by Mail	715	368	51.47 %		4		63
4003	Provisional	715	0	0.00 %				
4003	Total	715	368	51.47 %		4		63
5001	Election Day	696	0	0.00 %				
5001	Vote by Mail	696	385	55.32 %			6	85
5001	Provisional	696	0	0.00 %				
5001	Total	696	385	55.32 %			6	85

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United States Senator (Full Term)

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	NPP - DEON D. JENKINS	REP - CARLOS GUILLERMO TAPIA	REP - MARK P. MEUSER
5002	Election Day	616	0	0.00 %			
5002	Vote by Mail	616	344	55.84 %	1	1	71
5002	Provisional	616	0	0.00 %			
5002	Total	616	344	55.84 %	1	1	71
5004	Election Day	615	0	0.00 %			
5004	Vote by Mail	615	339	55.12 %	1	1	63
5004	Provisional	615	1	0.16 %			
5004	Total	615	340	55.28 %	1	1	63
5005	Election Day	475	0	0.00 %			
5005	Vote by Mail	475	253	53.26 %		2	48
5005	Provisional	475	2	0.42 %			
5005	Total	475	255	53.68 %		2	48
Electionwide	Election Day	11748	5	0.04 %			2
Electionwide	Vote by Mail	11748	6241	53.12 %	11	26	1240
Electionwide	Provisional	11748	9	0.08 %			
Electionwide	Total	11748	6255	53.24 %	11	26	1242
Total - Election Day		11748	5	0.04 %			2
Total - Vote by Mail		11748	6241	53.12 %	11	26	1240
Total - Provisional		11748	9	0.08 %			
Contest Total		11748	6255	53.24 %	11	26	1242

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United State Senator (Partial/Unexpired Term)

					1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - ALEX PADILLA	REP - MYRON L. HALL	DEM - TIMOTHY URSICH JR.	NPP - DAPHNE BRADFORD	REP - JAMES P. BRADLEY	REP - JON ELIST	DEM - DAN O'DOWD	REP - MARK P. MEUSER
1001	Election Day	285	0	0.00 %								
1001	Vote by Mail	285	154	54.04 %	125	1	2	2	2	2	5	7
1001	Provisional	285	2	0.70 %	2							
1001	Total	285	156	54.74 %	127	1	2	2	2	2	5	7
1002	Election Day	215	0	0.00 %								
1002	Vote by Mail	215	127	59.07 %	55		7	1	11	9	1	30
1002	Provisional	215	0	0.00 %								
1002	Total	215	127	59.07 %	55		7	1	11	9	1	30
1003	Election Day	486	1	0.21 %								1
1003	Vote by Mail	486	260	53.50 %	131	5	10	5	14	11	1	77
1003	Provisional	486	0	0.00 %								
1003	Total	486	261	53.70 %	131	5	10	5	14	11	1	78
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	41	73.21 %	19		1	1	1			15
1004	Provisional	56	0	0.00 %								
1004	Total	56	41	73.21 %	19		1	1	1			15
1005	Election Day	332	0	0.00 %								
1005	Vote by Mail	332	109	32.83 %	73	3	5	3	2		4	15
1005	Provisional	332	0	0.00 %								
1005	Total	332	109	32.83 %	73	3	5	3	2		4	15
1006	Election Day	398	0	0.00 %								
1006	Vote by Mail	398	253	63.57 %	88	4	4	2	22	26	5	88
1006	Provisional	398	0	0.00 %								
1006	Total	398	253	63.57 %	88	4	4	2	22	26	5	88
1008	Election Day	600	1	0.17 %								1
1008	Vote by Mail	600	324	54.00 %	98	9	6	5	36	32	2	118
1008	Provisional	600	0	0.00 %								
1008	Total	600	325	54.17 %	98	9	6	5	36	32	2	119
1009	Election Day	122	0	0.00 %								
1009	Vote by Mail	122	77	63.11 %	34	2	2	2	9	2	2	17
1009	Provisional	122	0	0.00 %								
1009	Total	122	77	63.11 %	34	2	2	2	9	2	2	17
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	538	0	0.00 %								
2002	Vote by Mail	538	240	44.61 %	51	7	4	3	29	51	8	77
2002	Provisional	538	0	0.00 %								
2002	Total	538	240	44.61 %	51	7	4	3	29	51	8	77
2003	Election Day	518	0	0.00 %								
2003	Vote by Mail	518	202	39.00 %	52	2	8	3	20	17	7	87
2003	Provisional	518	0	0.00 %								
2003	Total	518	202	39.00 %	52	2	8	3	20	17	7	87
2004	Election Day	272	0	0.00 %								
2004	Vote by Mail	272	147	54.04 %	47	1	6	3	7	21	4	46
2004	Provisional	272	0	0.00 %								
2004	Total	272	147	54.04 %	47	1	6	3	7	21	4	46
2005	Election Day	673	0	0.00 %								

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United State Senator (Partial/Unexpired Term)

					1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - ALEX PADILLA	REP - MYRON L. HALL	DEM - TIMOTHY URSICH JR.	NPP - DAPHNE BRADFORD	REP - JAMES P. BRADLEY	REP - JON ELIST	DEM - DAN O'DOWD	REP - MARK P. MEUSER
2005	Vote by Mail	673	314	46.66 %	89	12	11	8	30	33	5	113
2005	Provisional	673	2	0.30 %	2							
2005	Total	673	316	46.95 %	91	12	11	8	30	33	5	113
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	161	50.47 %	52	3	3		12	20	1	66
2006	Provisional	319	0	0.00 %								
2006	Total	319	161	50.47 %	52	3	3		12	20	1	66
3001	Election Day	587	0	0.00 %								
3001	Vote by Mail	587	334	56.90 %	84	7	4	1	29	29	6	151
3001	Provisional	587	1	0.17 %								1
3001	Total	587	335	57.07 %	84	7	4	1	29	29	6	152
3002	Election Day	297	1	0.34 %								1
3002	Vote by Mail	297	181	60.94 %	46	5	1	2	29	15		78
3002	Provisional	297	0	0.00 %								
3002	Total	297	182	61.28 %	46	5	1	2	29	15		79
3003	Election Day	332	1	0.30 %					1			
3003	Vote by Mail	332	181	54.52 %	56	3	2	1	11	27	5	68
3003	Provisional	332	0	0.00 %								
3003	Total	332	182	54.82 %	56	3	2	1	12	27	5	68
3004	Election Day	664	1	0.15 %	1							
3004	Vote by Mail	664	348	52.41 %	116	11	5	8	29	35	7	112
3004	Provisional	664	0	0.00 %								
3004	Total	664	349	52.56 %	117	11	5	8	29	35	7	112
3005	Election Day	254	0	0.00 %								
3005	Vote by Mail	254	165	64.96 %	37	5	1	2	12	30	2	68
3005	Provisional	254	1	0.39 %	1							
3005	Total	254	166	65.35 %	38	5	1	2	12	30	2	68
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	92	51.69 %	20		2	1	9	3	2	48
3006	Provisional	178	0	0.00 %								
3006	Total	178	92	51.69 %	20		2	1	9	3	2	48
4001	Election Day	780	0	0.00 %								
4001	Vote by Mail	780	447	57.31 %	182	9	20	6	31	38	10	124
4001	Provisional	780	0	0.00 %								
4001	Total	780	447	57.31 %	182	9	20	6	31	38	10	124
4002	Election Day	725	0	0.00 %								
4002	Vote by Mail	725	395	54.48 %	155	7	12	8	29	42	7	113
4002	Provisional	725	0	0.00 %								
4002	Total	725	395	54.48 %	155	7	12	8	29	42	7	113
4003	Election Day	715	0	0.00 %								
4003	Vote by Mail	715	368	51.47 %	112	12	10	6	42	37	9	121
4003	Provisional	715	0	0.00 %								
4003	Total	715	368	51.47 %	112	12	10	6	42	37	9	121
5001	Election Day	696	0	0.00 %								
5001	Vote by Mail	696	385	55.32 %	99	7	14	5	41	44	6	157
5001	Provisional	696	0	0.00 %								
5001	Total	696	385	55.32 %	99	7	14	5	41	44	6	157
5002	Election Day	616	0	0.00 %								
5002	Vote by Mail	616	344	55.84 %	101	14	5	4	33	45	4	115

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 United State Senator (Partial/Unexpired Term)

					1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - ALEX PADILLA	REP - MYRON L. HALL	DEM - TIMOTHY URSICH JR.	NPP - DAPHNE BRADFORD	REP - JAMES P. BRADLEY	REP - JON ELIST	DEM - DAN O'DOWD	REP - MARK P. MEUSER
5002	Provisional	616	0	0.00 %								
5002	Total	616	344	55.84 %	101	14	5	4	33	45	4	115
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	339	55.12 %	103	10	7	3	37	27	9	117
5004	Provisional	615	1	0.16 %					1			
5004	Total	615	340	55.28 %	103	10	7	3	38	27	9	117
5005	Election Day	475	0	0.00 %								
5005	Vote by Mail	475	253	53.26 %	93	7	6	1	28	22	2	87
5005	Provisional	475	2	0.42 %		1						1
5005	Total	475	255	53.68 %	93	8	6	1	28	22	2	88
Electionwide	Election Day	11748	5	0.04 %	1				1			3
Electionwide	Vote by Mail	11748	6241	53.12 %	2118	146	158	86	555	618	114	2115
Electionwide	Provisional	11748	9	0.08 %	5	1			1			2
Electionwide	Total	11748	6255	53.24 %	2124	147	158	86	557	618	114	2120
Total - Election Day		11748	5	0.04 %	1				1			3
Total - Vote by Mail		11748	6241	53.12 %	2118	146	158	86	555	618	114	2115
Total - Provisional		11748	9	0.08 %	5	1			1			2
Contest Total		11748	6255	53.24 %	2124	147	158	86	557	618	114	2120

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 US Rep District 5

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - MICHAEL J. "MIKE" BARKLEY	1 REP - KELSTEN CHARLES OBERT	1 NPP - STEVE WOZNIAK	1 REP - TOM MCCLINTOCK	1 REP - NATHAN F. MAGSIG	1 REP - DAVID MAIN
1001	Election Day	285	0	0.00 %						
1001	Vote by Mail	285	154	54.04 %	124	1	8	8	6	1
1001	Provisional	285	2	0.70 %	2					
1001	Total	285	156	54.74 %	126	1	8	8	6	1
1002	Election Day	215	0	0.00 %						
1002	Vote by Mail	215	127	59.07 %	54	1	8	38	12	4
1002	Provisional	215	0	0.00 %						
1002	Total	215	127	59.07 %	54	1	8	38	12	4
1003	Election Day	486	1	0.21 %				1		
1003	Vote by Mail	486	260	53.50 %	118	2	17	93	14	5
1003	Provisional	486	0	0.00 %						
1003	Total	486	261	53.70 %	118	2	17	94	14	5
1004	Election Day	56	0	0.00 %						
1004	Vote by Mail	56	41	73.21 %	17		4	17	3	
1004	Provisional	56	0	0.00 %						
1004	Total	56	41	73.21 %	17		4	17	3	
1005	Election Day	332	0	0.00 %						
1005	Vote by Mail	332	109	32.83 %	71		11	16	7	1
1005	Provisional	332	0	0.00 %						
1005	Total	332	109	32.83 %	71		11	16	7	1
1006	Election Day	398	0	0.00 %						
1006	Vote by Mail	398	253	63.57 %	83	6	7	117	25	6
1006	Provisional	398	0	0.00 %						
1006	Total	398	253	63.57 %	83	6	7	117	25	6
1008	Election Day	600	1	0.17 %				1		
1008	Vote by Mail	600	324	54.00 %	86	1	10	161	36	8
1008	Provisional	600	0	0.00 %						
1008	Total	600	325	54.17 %	86	1	10	162	36	8
1009	Election Day	122	0	0.00 %						
1009	Vote by Mail	122	77	63.11 %	31		4	27	7	1
1009	Provisional	122	0	0.00 %						
1009	Total	122	77	63.11 %	31		4	27	7	1
2001	Election Day	0	0							
2001	Vote by Mail	0	0							
2001	Provisional	0	0							
2001	Total	0	0							
2002	Election Day	538	0	0.00 %						
2002	Vote by Mail	538	240	44.61 %	54	4	11	129	27	8
2002	Provisional	538	0	0.00 %						
2002	Total	538	240	44.61 %	54	4	11	129	27	8
2003	Election Day	518	0	0.00 %						
2003	Vote by Mail	518	202	39.00 %	56	3	9	110	17	2
2003	Provisional	518	0	0.00 %						
2003	Total	518	202	39.00 %	56	3	9	110	17	2
2004	Election Day	272	0	0.00 %						
2004	Vote by Mail	272	147	54.04 %	45	1	9	61	15	5
2004	Provisional	272	0	0.00 %						
2004	Total	272	147	54.04 %	45	1	9	61	15	5

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 US Rep District 5

					1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - MICHAEL J. "MIKE" BARKLEY	REP - KELSTEN CHARLES OBERT	NPP - STEVE WOZNIAK	REP - TOM MCCLINTOCK	REP - NATHAN F. MAGSIG	REP - DAVID MAIN
2005	Election Day	673	0	0.00 %						
2005	Vote by Mail	673	314	46.66 %	86	1	15	161	35	10
2005	Provisional	673	2	0.30 %	2					
2005	Total	673	316	46.95 %	88	1	15	161	35	10
2006	Election Day	319	0	0.00 %						
2006	Vote by Mail	319	161	50.47 %	35	2	10	84	19	3
2006	Provisional	319	0	0.00 %						
2006	Total	319	161	50.47 %	35	2	10	84	19	3
3001	Election Day	587	0	0.00 %						
3001	Vote by Mail	587	334	56.90 %	71	4	11	194	28	9
3001	Provisional	587	1	0.17 %				1		
3001	Total	587	335	57.07 %	71	4	11	195	28	9
3002	Election Day	297	1	0.34 %				1		
3002	Vote by Mail	297	181	60.94 %	31	5	6	102	29	4
3002	Provisional	297	0	0.00 %						
3002	Total	297	182	61.28 %	31	5	6	103	29	4
3003	Election Day	332	1	0.30 %				1		
3003	Vote by Mail	332	181	54.52 %	59	4	5	85	18	3
3003	Provisional	332	0	0.00 %						
3003	Total	332	182	54.82 %	59	4	5	86	18	3
3004	Election Day	664	1	0.15 %	1					
3004	Vote by Mail	664	348	52.41 %	109	9	11	159	35	8
3004	Provisional	664	0	0.00 %						
3004	Total	664	349	52.56 %	110	9	11	159	35	8
3005	Election Day	254	0	0.00 %						
3005	Vote by Mail	254	165	64.96 %	29	2	5	103	15	7
3005	Provisional	254	1	0.39 %	1					
3005	Total	254	166	65.35 %	30	2	5	103	15	7
3006	Election Day	178	0	0.00 %						
3006	Vote by Mail	178	92	51.69 %	17	6	2	50	11	1
3006	Provisional	178	0	0.00 %						
3006	Total	178	92	51.69 %	17	6	2	50	11	1
4001	Election Day	780	0	0.00 %						
4001	Vote by Mail	780	447	57.31 %	170	2	31	173	37	11
4001	Provisional	780	0	0.00 %						
4001	Total	780	447	57.31 %	170	2	31	173	37	11
4002	Election Day	725	0	0.00 %						
4002	Vote by Mail	725	395	54.48 %	151	10	20	151	37	9
4002	Provisional	725	0	0.00 %						
4002	Total	725	395	54.48 %	151	10	20	151	37	9
4003	Election Day	715	0	0.00 %						
4003	Vote by Mail	715	368	51.47 %	103	9	13	178	42	8
4003	Provisional	715	0	0.00 %						
4003	Total	715	368	51.47 %	103	9	13	178	42	8
5001	Election Day	696	0	0.00 %						
5001	Vote by Mail	696	385	55.32 %	95	4	25	193	43	15
5001	Provisional	696	0	0.00 %						
5001	Total	696	385	55.32 %	95	4	25	193	43	15

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 US Rep District 5

					1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - MICHAEL J. "MIKE" BARKLEY	REP - KELSTEN CHARLES OBERT	NPP - STEVE WOZNIAK	REP - TOM MCCLINTOCK	REP - NATHAN F. MAGSIG	REP - DAVID MAIN
5002	Election Day	616	0	0.00 %						
5002	Vote by Mail	616	344	55.84 %	94	2	13	165	48	8
5002	Provisional	616	0	0.00 %						
5002	Total	616	344	55.84 %	94	2	13	165	48	8
5004	Election Day	615	0	0.00 %						
5004	Vote by Mail	615	339	55.12 %	100	7	14	144	49	6
5004	Provisional	615	1	0.16 %					1	
5004	Total	615	340	55.28 %	100	7	14	144	50	6
5005	Election Day	475	0	0.00 %						
5005	Vote by Mail	475	253	53.26 %	75	5	21	107	34	5
5005	Provisional	475	2	0.42 %						2
5005	Total	475	255	53.68 %	75	5	21	107	34	7
Electionwide	Election Day	11748	5	0.04 %	1			4		
Electionwide	Vote by Mail	11748	6241	53.12 %	1964	91	300	2826	649	148
Electionwide	Provisional	11748	9	0.08 %	5			1	1	2
Electionwide	Total	11748	6255	53.24 %	1970	91	300	2831	650	150
Total - Election Day		11748	5	0.04 %	1			4		
Total - Vote by Mail		11748	6241	53.12 %	1964	91	300	2826	649	148
Total - Provisional		11748	9	0.08 %	5			1	1	2
Contest Total		11748	6255	53.24 %	1970	91	300	2831	650	150

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 State Senator District 4

		Registered Voters	Voters Cast	Turnout (%)	1 REP - JEFF MCKAY	1 DEM - MARIE ALVARADO-GIL	1 REP - GEORGE RADANOVICH	1 DEM - TIM ROBERTSON	1 REP - MICHAEL GORDON	1 REP - JACK GRIFFITH	1 REP - STEVEN C BAILEY	1 REP - JOLENE REHANA DALY
1001	Election Day	285	0	0.00 %								
1001	Vote by Mail	285	154	54.04 %	3	61	8	74	1	3		
1001	Provisional	285	2	0.70 %		2						
1001	Total	285	156	54.74 %	3	63	8	74	1	3		
1002	Election Day	215	0	0.00 %								
1002	Vote by Mail	215	127	59.07 %	13	24	36	34		4	6	4
1002	Provisional	215	0	0.00 %								
1002	Total	215	127	59.07 %	13	24	36	34		4	6	4
1003	Election Day	486	1	0.21 %						1		
1003	Vote by Mail	486	260	53.50 %	25	60	74	69	5	3	15	1
1003	Provisional	486	0	0.00 %								
1003	Total	486	261	53.70 %	25	60	74	69	5	4	15	1
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	41	73.21 %	5	11	9	12			2	1
1004	Provisional	56	0	0.00 %								
1004	Total	56	41	73.21 %	5	11	9	12			2	1
1005	Election Day	332	0	0.00 %								
1005	Vote by Mail	332	109	32.83 %	9	34	6	44	1	2	7	
1005	Provisional	332	0	0.00 %								
1005	Total	332	109	32.83 %	9	34	6	44	1	2	7	
1006	Election Day	398	0	0.00 %								
1006	Vote by Mail	398	253	63.57 %	41	45	99	43	1	3	12	1
1006	Provisional	398	0	0.00 %								
1006	Total	398	253	63.57 %	41	45	99	43	1	3	12	1
1008	Election Day	600	1	0.17 %			1					
1008	Vote by Mail	600	324	54.00 %	36	48	135	41	4	8	27	4
1008	Provisional	600	0	0.00 %								
1008	Total	600	325	54.17 %	36	48	136	41	4	8	27	4
1009	Election Day	122	0	0.00 %								
1009	Vote by Mail	122	77	63.11 %	7	12	24	21	1	1	2	
1009	Provisional	122	0	0.00 %								
1009	Total	122	77	63.11 %	7	12	24	21	1	1	2	
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	538	0	0.00 %								
2002	Vote by Mail	538	240	44.61 %	53	32	61	32	1	22	30	2
2002	Provisional	538	0	0.00 %								
2002	Total	538	240	44.61 %	53	32	61	32	1	22	30	2
2003	Election Day	518	0	0.00 %								
2003	Vote by Mail	518	202	39.00 %	42	34	43	32	2	7	27	7
2003	Provisional	518	0	0.00 %								
2003	Total	518	202	39.00 %	42	34	43	32	2	7	27	7
2004	Election Day	272	0	0.00 %								
2004	Vote by Mail	272	147	54.04 %	24	18	37	31	4	5	14	5
2004	Provisional	272	0	0.00 %								
2004	Total	272	147	54.04 %	24	18	37	31	4	5	14	5

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 State Senator District 4

					1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - JEFF MCKAY	DEM - MARIE ALVARADO-GIL	REP - GEORGE RADANOVICH	DEM - TIM ROBERTSON	REP - MICHAEL GORDON	REP - JACK GRIFFITH	REP - STEVEN C BAILEY	REP - JOLENE REHANA DALY
2005	Election Day	673	0	0.00 %								
2005	Vote by Mail	673	314	46.66 %	74	50	73	54	8	15	25	4
2005	Provisional	673	2	0.30 %		2						
2005	Total	673	316	46.95 %	74	52	73	54	8	15	25	4
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	161	50.47 %	34	21	29	29	6	4	22	3
2006	Provisional	319	0	0.00 %								
2006	Total	319	161	50.47 %	34	21	29	29	6	4	22	3
3001	Election Day	587	0	0.00 %								
3001	Vote by Mail	587	334	56.90 %	38	27	167	48	3	7	24	2
3001	Provisional	587	1	0.17 %			1					
3001	Total	587	335	57.07 %	38	27	168	48	3	7	24	2
3002	Election Day	297	1	0.34 %							1	
3002	Vote by Mail	297	181	60.94 %	55	12	55	28		10	11	2
3002	Provisional	297	0	0.00 %								
3002	Total	297	182	61.28 %	55	12	55	28		10	12	2
3003	Election Day	332	1	0.30 %							1	
3003	Vote by Mail	332	181	54.52 %	21	33	75	24	2	3	15	1
3003	Provisional	332	0	0.00 %								
3003	Total	332	182	54.82 %	21	33	75	24	2	3	16	1
3004	Election Day	664	1	0.15 %				1				
3004	Vote by Mail	664	348	52.41 %	35	48	137	70	6	6	26	7
3004	Provisional	664	0	0.00 %								
3004	Total	664	349	52.56 %	35	48	137	71	6	6	26	7
3005	Election Day	254	0	0.00 %								
3005	Vote by Mail	254	165	64.96 %	33	16	77	23	1	1	10	1
3005	Provisional	254	1	0.39 %		1						
3005	Total	254	166	65.35 %	33	17	77	23	1	1	10	1
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	92	51.69 %	12	7	34	10	7	7	6	3
3006	Provisional	178	0	0.00 %								
3006	Total	178	92	51.69 %	12	7	34	10	7	7	6	3
4001	Election Day	780	0	0.00 %								
4001	Vote by Mail	780	447	57.31 %	40	80	168	107	4	6	20	4
4001	Provisional	780	0	0.00 %								
4001	Total	780	447	57.31 %	40	80	168	107	4	6	20	4
4002	Election Day	725	0	0.00 %								
4002	Vote by Mail	725	395	54.48 %	37	73	143	81	2	7	30	4
4002	Provisional	725	0	0.00 %								
4002	Total	725	395	54.48 %	37	73	143	81	2	7	30	4
4003	Election Day	715	0	0.00 %								
4003	Vote by Mail	715	368	51.47 %	53	46	150	69	1	7	29	8
4003	Provisional	715	0	0.00 %								
4003	Total	715	368	51.47 %	53	46	150	69	1	7	29	8
5001	Election Day	696	0	0.00 %								
5001	Vote by Mail	696	385	55.32 %	41	55	164	52	2	12	50	5
5001	Provisional	696	0	0.00 %								
5001	Total	696	385	55.32 %	41	55	164	52	2	12	50	5

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

Mariposa

Mariposa Primary Election

District Canvass

June 7, 2022

1 State Senator District 4

		Registered Voters	Voters Cast	Turnout (%)	1 REP - JEFF MCKAY	1 DEM - MARIE ALVARADO-GIL	1 REP - GEORGE RADANOVICH	1 DEM - TIM ROBERTSON	1 REP - MICHAEL GORDON	1 REP - JACK GRIFFITH	1 REP - STEVEN C BAILEY	1 REP - JOLENE REHANA DALY
5002	Election Day	616	0	0.00 %								
5002	Vote by Mail	616	344	55.84 %	53	45	144	55	1	5	28	2
5002	Provisional	616	0	0.00 %								
5002	Total	616	344	55.84 %	53	45	144	55	1	5	28	2
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	339	55.12 %	47	44	130	67	1	3	26	5
5004	Provisional	615	1	0.16 %			1					
5004	Total	615	340	55.28 %	47	44	131	67	1	3	26	5
5005	Election Day	475	0	0.00 %								
5005	Vote by Mail	475	253	53.26 %	32	40	111	48	3	5	10	2
5005	Provisional	475	2	0.42 %						2		
5005	Total	475	255	53.68 %	32	40	111	48	3	7	10	2
Electionwide	Election Day	11748	5	0.04 %			1	1		1	2	
Electionwide	Vote by Mail	11748	6241	53.12 %	863	976	2189	1198	67	156	474	78
Electionwide	Provisional	11748	9	0.08 %		5	2			2		
Electionwide	Total	11748	6255	53.24 %	863	981	2192	1199	67	159	476	78
Total - Election Day		11748	5	0.04 %			1	1		1	2	
Total - Vote by Mail		11748	6241	53.12 %	863	976	2189	1198	67	156	474	78
Total - Provisional		11748	9	0.08 %		5	2			2		
Contest Total		11748	6255	53.24 %	863	981	2192	1199	67	159	476	78

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 St Assembly Member District 8

		Registered Voters	Voters Cast	Turnout (%)	1 REP - JIM PATTERSON
1001	Election Day	285	0	0.00 %	
1001	Vote by Mail	285	154	54.04 %	29
1001	Provisional	285	2	0.70 %	1
1001	Total	285	156	54.74 %	30
1002	Election Day	215	0	0.00 %	
1002	Vote by Mail	215	127	59.07 %	67
1002	Provisional	215	0	0.00 %	
1002	Total	215	127	59.07 %	67
1003	Election Day	486	1	0.21 %	1
1003	Vote by Mail	486	260	53.50 %	133
1003	Provisional	486	0	0.00 %	
1003	Total	486	261	53.70 %	134
1004	Election Day	56	0	0.00 %	
1004	Vote by Mail	56	41	73.21 %	17
1004	Provisional	56	0	0.00 %	
1004	Total	56	41	73.21 %	17
1005	Election Day	332	0	0.00 %	
1005	Vote by Mail	332	109	32.83 %	40
1005	Provisional	332	0	0.00 %	
1005	Total	332	109	32.83 %	40
1006	Election Day	398	0	0.00 %	
1006	Vote by Mail	398	253	63.57 %	152
1006	Provisional	398	0	0.00 %	
1006	Total	398	253	63.57 %	152
1008	Election Day	600	1	0.17 %	1
1008	Vote by Mail	600	324	54.00 %	214
1008	Provisional	600	0	0.00 %	
1008	Total	600	325	54.17 %	215
1009	Election Day	122	0	0.00 %	
1009	Vote by Mail	122	77	63.11 %	42
1009	Provisional	122	0	0.00 %	
1009	Total	122	77	63.11 %	42
2001	Election Day	0	0		
2001	Vote by Mail	0	0		
2001	Provisional	0	0		
2001	Total	0	0		
2002	Election Day	538	0	0.00 %	
2002	Vote by Mail	538	240	44.61 %	177
2002	Provisional	538	0	0.00 %	
2002	Total	538	240	44.61 %	177
2003	Election Day	518	0	0.00 %	
2003	Vote by Mail	518	202	39.00 %	147
2003	Provisional	518	0	0.00 %	
2003	Total	518	202	39.00 %	147
2004	Election Day	272	0	0.00 %	
2004	Vote by Mail	272	147	54.04 %	91
2004	Provisional	272	0	0.00 %	
2004	Total	272	147	54.04 %	91
2005	Election Day	673	0	0.00 %	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 St Assembly Member
District 8

					1
		Registered Voters	Voters Cast	Turnout (%)	REP - JIM PATTERSON
2005	Vote by Mail	673	314	46.66 %	205
2005	Provisional	673	2	0.30 %	
2005	Total	673	316	46.95 %	205
2006	Election Day	319	0	0.00 %	
2006	Vote by Mail	319	161	50.47 %	110
2006	Provisional	319	0	0.00 %	
2006	Total	319	161	50.47 %	110
3001	Election Day	587	0	0.00 %	
3001	Vote by Mail	587	334	56.90 %	237
3001	Provisional	587	1	0.17 %	1
3001	Total	587	335	57.07 %	238
3002	Election Day	297	1	0.34 %	1
3002	Vote by Mail	297	181	60.94 %	124
3002	Provisional	297	0	0.00 %	
3002	Total	297	182	61.28 %	125
3003	Election Day	332	1	0.30 %	1
3003	Vote by Mail	332	181	54.52 %	120
3003	Provisional	332	0	0.00 %	
3003	Total	332	182	54.82 %	121
3004	Election Day	664	1	0.15 %	1
3004	Vote by Mail	664	348	52.41 %	218
3004	Provisional	664	0	0.00 %	
3004	Total	664	349	52.56 %	219
3005	Election Day	254	0	0.00 %	
3005	Vote by Mail	254	165	64.96 %	120
3005	Provisional	254	1	0.39 %	
3005	Total	254	166	65.35 %	120
3006	Election Day	178	0	0.00 %	
3006	Vote by Mail	178	92	51.69 %	66
3006	Provisional	178	0	0.00 %	
3006	Total	178	92	51.69 %	66
4001	Election Day	780	0	0.00 %	
4001	Vote by Mail	780	447	57.31 %	283
4001	Provisional	780	0	0.00 %	
4001	Total	780	447	57.31 %	283
4002	Election Day	725	0	0.00 %	
4002	Vote by Mail	725	395	54.48 %	229
4002	Provisional	725	0	0.00 %	
4002	Total	725	395	54.48 %	229
4003	Election Day	715	0	0.00 %	
4003	Vote by Mail	715	368	51.47 %	246
4003	Provisional	715	0	0.00 %	
4003	Total	715	368	51.47 %	246
5001	Election Day	696	0	0.00 %	
5001	Vote by Mail	696	385	55.32 %	258
5001	Provisional	696	0	0.00 %	
5001	Total	696	385	55.32 %	258
5002	Election Day	616	0	0.00 %	
5002	Vote by Mail	616	344	55.84 %	229

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 St Assembly Member District 8

		Registered Voters	Voters Cast	Turnout (%)	1 REP - JIM PATTERSON
5002	Provisional	616	0	0.00 %	
5002	Total	616	344	55.84 %	229
5004	Election Day	615	0	0.00 %	
5004	Vote by Mail	615	339	55.12 %	232
5004	Provisional	615	1	0.16 %	1
5004	Total	615	340	55.28 %	233
5005	Election Day	475	0	0.00 %	
5005	Vote by Mail	475	253	53.26 %	163
5005	Provisional	475	2	0.42 %	1
5005	Total	475	255	53.68 %	164
Electionwide	Election Day	11748	5	0.04 %	5
Electionwide	Vote by Mail	11748	6241	53.12 %	3949
Electionwide	Provisional	11748	9	0.08 %	4
Electionwide	Total	11748	6255	53.24 %	3958
Total - Election Day		11748	5	0.04 %	5
Total - Vote by Mail		11748	6241	53.12 %	3949
Total - Provisional		11748	9	0.08 %	4
Contest Total		11748	6255	53.24 %	3958

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 State Superintendant of Public Instruction

					1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	LANCE RAY CHRISTENSEN	JOSEPH GUY CAMPBELL	JIM GIBSON	AINYE E. LONG	MARCO AMARAL	GEORGE YANG	TONY K. THURMOND
1001	Election Day	285	0	0.00 %							
1001	Vote by Mail	285	154	54.04 %	6	10	3	22	6	4	81
1001	Provisional	285	2	0.70 %							2
1001	Total	285	156	54.74 %	6	10	3	22	6	4	83
1002	Election Day	215	0	0.00 %							
1002	Vote by Mail	215	127	59.07 %	16	9	6	13	5	12	47
1002	Provisional	215	0	0.00 %							
1002	Total	215	127	59.07 %	16	9	6	13	5	12	47
1003	Election Day	486	1	0.21 %				1			
1003	Vote by Mail	486	260	53.50 %	37	15	10	20	11	21	110
1003	Provisional	486	0	0.00 %							
1003	Total	486	261	53.70 %	37	15	10	21	11	21	110
1004	Election Day	56	0	0.00 %							
1004	Vote by Mail	56	41	73.21 %		1	2	3	4	3	19
1004	Provisional	56	0	0.00 %							
1004	Total	56	41	73.21 %		1	2	3	4	3	19
1005	Election Day	332	0	0.00 %							
1005	Vote by Mail	332	109	32.83 %	8	5	3	18	7	7	42
1005	Provisional	332	0	0.00 %							
1005	Total	332	109	32.83 %	8	5	3	18	7	7	42
1006	Election Day	398	0	0.00 %							
1006	Vote by Mail	398	253	63.57 %	45	11	19	25	8	29	83
1006	Provisional	398	0	0.00 %							
1006	Total	398	253	63.57 %	45	11	19	25	8	29	83
1008	Election Day	600	1	0.17 %			1				
1008	Vote by Mail	600	324	54.00 %	54	14	20	34	10	37	101
1008	Provisional	600	0	0.00 %							
1008	Total	600	325	54.17 %	54	14	21	34	10	37	101
1009	Election Day	122	0	0.00 %							
1009	Vote by Mail	122	77	63.11 %	4	4	1	3	3	10	38
1009	Provisional	122	0	0.00 %							
1009	Total	122	77	63.11 %	4	4	1	3	3	10	38
2001	Election Day	0	0								
2001	Vote by Mail	0	0								
2001	Provisional	0	0								
2001	Total	0	0								
2002	Election Day	538	0	0.00 %							
2002	Vote by Mail	538	240	44.61 %	25	8	46	28	21	33	51
2002	Provisional	538	0	0.00 %							
2002	Total	538	240	44.61 %	25	8	46	28	21	33	51
2003	Election Day	518	0	0.00 %							
2003	Vote by Mail	518	202	39.00 %	41	4	19	26	9	32	56
2003	Provisional	518	0	0.00 %							
2003	Total	518	202	39.00 %	41	4	19	26	9	32	56
2004	Election Day	272	0	0.00 %							
2004	Vote by Mail	272	147	54.04 %	17	10	11	17	5	23	37
2004	Provisional	272	0	0.00 %							
2004	Total	272	147	54.04 %	17	10	11	17	5	23	37

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 State Superintendant of Public Instruction

					1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	LANCE RAY CHRISTENSEN	JOSEPH GUY CAMPBELL	JIM GIBSON	AINYE E. LONG	MARCO AMARAL	GEORGE YANG	TONY K. THURMOND
2005	Election Day	673	0	0.00 %							
2005	Vote by Mail	673	314	46.66 %	35	9	25	42	26	54	82
2005	Provisional	673	2	0.30 %				1			1
2005	Total	673	316	46.95 %	35	9	25	43	26	54	83
2006	Election Day	319	0	0.00 %							
2006	Vote by Mail	319	161	50.47 %	20	4	19	13	10	20	45
2006	Provisional	319	0	0.00 %							
2006	Total	319	161	50.47 %	20	4	19	13	10	20	45
3001	Election Day	587	0	0.00 %							
3001	Vote by Mail	587	334	56.90 %	56	19	21	17	12	59	97
3001	Provisional	587	1	0.17 %						1	
3001	Total	587	335	57.07 %	56	19	21	17	12	60	97
3002	Election Day	297	1	0.34 %						1	
3002	Vote by Mail	297	181	60.94 %	25	6	21	13	9	22	50
3002	Provisional	297	0	0.00 %							
3002	Total	297	182	61.28 %	25	6	21	13	9	23	50
3003	Election Day	332	1	0.30 %	1						
3003	Vote by Mail	332	181	54.52 %	12	12	18	13	17	29	54
3003	Provisional	332	0	0.00 %							
3003	Total	332	182	54.82 %	13	12	18	13	17	29	54
3004	Election Day	664	1	0.15 %							1
3004	Vote by Mail	664	348	52.41 %	58	15	29	39	18	39	100
3004	Provisional	664	0	0.00 %							
3004	Total	664	349	52.56 %	58	15	29	39	18	39	101
3005	Election Day	254	0	0.00 %							
3005	Vote by Mail	254	165	64.96 %	42	6	11	20	4	21	39
3005	Provisional	254	1	0.39 %				1			
3005	Total	254	166	65.35 %	42	6	11	21	4	21	39
3006	Election Day	178	0	0.00 %							
3006	Vote by Mail	178	92	51.69 %	8	9	9	6	3	8	24
3006	Provisional	178	0	0.00 %							
3006	Total	178	92	51.69 %	8	9	9	6	3	8	24
4001	Election Day	780	0	0.00 %							
4001	Vote by Mail	780	447	57.31 %	30	20	42	42	20	50	174
4001	Provisional	780	0	0.00 %							
4001	Total	780	447	57.31 %	30	20	42	42	20	50	174
4002	Election Day	725	0	0.00 %							
4002	Vote by Mail	725	395	54.48 %	51	24	28	47	21	46	126
4002	Provisional	725	0	0.00 %							
4002	Total	725	395	54.48 %	51	24	28	47	21	46	126
4003	Election Day	715	0	0.00 %							
4003	Vote by Mail	715	368	51.47 %	66	12	31	38	23	38	113
4003	Provisional	715	0	0.00 %							
4003	Total	715	368	51.47 %	66	12	31	38	23	38	113
5001	Election Day	696	0	0.00 %							
5001	Vote by Mail	696	385	55.32 %	55	20	36	46	30	48	92
5001	Provisional	696	0	0.00 %							
5001	Total	696	385	55.32 %	55	20	36	46	30	48	92

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 State Superintendant of Public Instruction

					1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	LANCE RAY CHRISTENSEN	JOSEPH GUY CAMPBELL	JIM GIBSON	AINYE E. LONG	MARCO AMARAL	GEORGE YANG	TONY K. THURMOND
5002	Election Day	616	0	0.00 %							
5002	Vote by Mail	616	344	55.84 %	50	17	33	34	14	32	85
5002	Provisional	616	0	0.00 %							
5002	Total	616	344	55.84 %	50	17	33	34	14	32	85
5004	Election Day	615	0	0.00 %							
5004	Vote by Mail	615	339	55.12 %	76	8	22	32	24	34	96
5004	Provisional	615	1	0.16 %				1			
5004	Total	615	340	55.28 %	76	8	22	33	24	34	96
5005	Election Day	475	0	0.00 %							
5005	Vote by Mail	475	253	53.26 %	50	12	16	22	7	29	85
5005	Provisional	475	2	0.42 %	1						1
5005	Total	475	255	53.68 %	51	12	16	22	7	29	86
Electionwide	Election Day	11748	5	0.04 %	1		1	1		1	1
Electionwide	Vote by Mail	11748	6241	53.12 %	887	284	501	633	327	740	1927
Electionwide	Provisional	11748	9	0.08 %	1			3		1	4
Electionwide	Total	11748	6255	53.24 %	889	284	502	637	327	742	1932
Total - Election Day		11748	5	0.04 %	1		1	1		1	1
Total - Vote by Mail		11748	6241	53.12 %	887	284	501	633	327	740	1927
Total - Provisional		11748	9	0.08 %	1			3		1	4
Contest Total		11748	6255	53.24 %	889	284	502	637	327	742	1932

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 County Superintendant of Schools

		Registered Voters	Voters Cast	Turnout (%)	1 JEFF ARANGUENA
1001	Election Day	285	0	0.00 %	
1001	Vote by Mail	285	154	54.04 %	84
1001	Provisional	285	2	0.70 %	1
1001	Total	285	156	54.74 %	85
1002	Election Day	215	0	0.00 %	
1002	Vote by Mail	215	127	59.07 %	89
1002	Provisional	215	0	0.00 %	
1002	Total	215	127	59.07 %	89
1003	Election Day	486	1	0.21 %	1
1003	Vote by Mail	486	260	53.50 %	166
1003	Provisional	486	0	0.00 %	
1003	Total	486	261	53.70 %	167
1004	Election Day	56	0	0.00 %	
1004	Vote by Mail	56	41	73.21 %	20
1004	Provisional	56	0	0.00 %	
1004	Total	56	41	73.21 %	20
1005	Election Day	332	0	0.00 %	
1005	Vote by Mail	332	109	32.83 %	53
1005	Provisional	332	0	0.00 %	
1005	Total	332	109	32.83 %	53
1006	Election Day	398	0	0.00 %	
1006	Vote by Mail	398	253	63.57 %	160
1006	Provisional	398	0	0.00 %	
1006	Total	398	253	63.57 %	160
1008	Election Day	600	1	0.17 %	1
1008	Vote by Mail	600	324	54.00 %	226
1008	Provisional	600	0	0.00 %	
1008	Total	600	325	54.17 %	227
1009	Election Day	122	0	0.00 %	
1009	Vote by Mail	122	77	63.11 %	42
1009	Provisional	122	0	0.00 %	
1009	Total	122	77	63.11 %	42
2001	Election Day	0	0		
2001	Vote by Mail	0	0		
2001	Provisional	0	0		
2001	Total	0	0		
2002	Election Day	538	0	0.00 %	
2002	Vote by Mail	538	240	44.61 %	168
2002	Provisional	538	0	0.00 %	
2002	Total	538	240	44.61 %	168
2003	Election Day	518	0	0.00 %	
2003	Vote by Mail	518	202	39.00 %	149
2003	Provisional	518	0	0.00 %	
2003	Total	518	202	39.00 %	149
2004	Election Day	272	0	0.00 %	
2004	Vote by Mail	272	147	54.04 %	98
2004	Provisional	272	0	0.00 %	
2004	Total	272	147	54.04 %	98
2005	Election Day	673	0	0.00 %	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 County Superintendant of Schools

					1
		Registered Voters	Voters Cast	Turnout (%)	JEFF ARANGUENA
2005	Vote by Mail	673	314	46.66 %	211
2005	Provisional	673	2	0.30 %	2
2005	Total	673	316	46.95 %	213
2006	Election Day	319	0	0.00 %	
2006	Vote by Mail	319	161	50.47 %	99
2006	Provisional	319	0	0.00 %	
2006	Total	319	161	50.47 %	99
3001	Election Day	587	0	0.00 %	
3001	Vote by Mail	587	334	56.90 %	219
3001	Provisional	587	1	0.17 %	1
3001	Total	587	335	57.07 %	220
3002	Election Day	297	1	0.34 %	
3002	Vote by Mail	297	181	60.94 %	123
3002	Provisional	297	0	0.00 %	
3002	Total	297	182	61.28 %	123
3003	Election Day	332	1	0.30 %	1
3003	Vote by Mail	332	181	54.52 %	130
3003	Provisional	332	0	0.00 %	
3003	Total	332	182	54.82 %	131
3004	Election Day	664	1	0.15 %	1
3004	Vote by Mail	664	348	52.41 %	236
3004	Provisional	664	0	0.00 %	
3004	Total	664	349	52.56 %	237
3005	Election Day	254	0	0.00 %	
3005	Vote by Mail	254	165	64.96 %	122
3005	Provisional	254	1	0.39 %	
3005	Total	254	166	65.35 %	122
3006	Election Day	178	0	0.00 %	
3006	Vote by Mail	178	92	51.69 %	57
3006	Provisional	178	0	0.00 %	
3006	Total	178	92	51.69 %	57
4001	Election Day	780	0	0.00 %	
4001	Vote by Mail	780	447	57.31 %	305
4001	Provisional	780	0	0.00 %	
4001	Total	780	447	57.31 %	305
4002	Election Day	725	0	0.00 %	
4002	Vote by Mail	725	395	54.48 %	254
4002	Provisional	725	0	0.00 %	
4002	Total	725	395	54.48 %	254
4003	Election Day	715	0	0.00 %	
4003	Vote by Mail	715	368	51.47 %	260
4003	Provisional	715	0	0.00 %	
4003	Total	715	368	51.47 %	260
5001	Election Day	696	0	0.00 %	
5001	Vote by Mail	696	385	55.32 %	254
5001	Provisional	696	0	0.00 %	
5001	Total	696	385	55.32 %	254
5002	Election Day	616	0	0.00 %	
5002	Vote by Mail	616	344	55.84 %	215

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 County Superintendant of Schools

		Registered Voters	Voters Cast	Turnout (%)	1 JEFF ARANGUENA
5002	Provisional	616	0	0.00 %	
5002	Total	616	344	55.84 %	215
5004	Election Day	615	0	0.00 %	
5004	Vote by Mail	615	339	55.12 %	241
5004	Provisional	615	1	0.16 %	1
5004	Total	615	340	55.28 %	242
5005	Election Day	475	0	0.00 %	
5005	Vote by Mail	475	253	53.26 %	165
5005	Provisional	475	2	0.42 %	1
5005	Total	475	255	53.68 %	166
Electionwide	Election Day	11748	5	0.04 %	4
Electionwide	Vote by Mail	11748	6241	53.12 %	4146
Electionwide	Provisional	11748	9	0.08 %	6
Electionwide	Total	11748	6255	53.24 %	4156
Total - Election Day		11748	5	0.04 %	4
Total - Vote by Mail		11748	6241	53.12 %	4146
Total - Provisional		11748	9	0.08 %	6
Contest Total		11748	6255	53.24 %	4156

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 County Supervisor District 1

		Registered Voters	Voters Cast	Turnout (%)	1 ROSEMARIE SMALLCOMBE	1 GREG ROYSE
1001	Election Day	285	0	0.00 %		
1001	Vote by Mail	285	154	54.04 %	126	22
1001	Provisional	285	2	0.70 %	2	
1001	Total	285	156	54.74 %	128	22
1002	Election Day	215	0	0.00 %		
1002	Vote by Mail	215	127	59.07 %	84	38
1002	Provisional	215	0	0.00 %		
1002	Total	215	127	59.07 %	84	38
1003	Election Day	486	1	0.21 %		1
1003	Vote by Mail	486	260	53.50 %	149	98
1003	Provisional	486	0	0.00 %		
1003	Total	486	261	53.70 %	149	99
1004	Election Day	56	0	0.00 %		
1004	Vote by Mail	56	41	73.21 %	17	20
1004	Provisional	56	0	0.00 %		
1004	Total	56	41	73.21 %	17	20
1005	Election Day	332	0	0.00 %		
1005	Vote by Mail	332	109	32.83 %	68	25
1005	Provisional	332	0	0.00 %		
1005	Total	332	109	32.83 %	68	25
1006	Election Day	398	0	0.00 %		
1006	Vote by Mail	398	253	63.57 %	114	125
1006	Provisional	398	0	0.00 %		
1006	Total	398	253	63.57 %	114	125
1008	Election Day	600	1	0.17 %		1
1008	Vote by Mail	600	324	54.00 %	157	152
1008	Provisional	600	0	0.00 %		
1008	Total	600	325	54.17 %	157	153
1009	Election Day	122	0	0.00 %		
1009	Vote by Mail	122	77	63.11 %	38	37
1009	Provisional	122	0	0.00 %		
1009	Total	122	77	63.11 %	38	37
Electionwide	Election Day	2494	2	0.08 %		2
Electionwide	Vote by Mail	2494	1345	53.93 %	753	517
Electionwide	Provisional	2494	2	0.08 %	2	
Electionwide	Total	2494	1349	54.09 %	755	519
Total - Election Day		2494	2	0.08 %		2
Total - Vote by Mail		2494	1345	53.93 %	753	517
Total - Provisional		2494	2	0.08 %	2	
Contest Total		2494	1349	54.09 %	755	519

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 County Supervisor District 3

					1	1
		Registered Voters	Voters Cast	Turnout (%)	ANDRE WRIGHT	DANETTE TOSO
3001	Election Day	587	0	0.00 %		
3001	Vote by Mail	587	334	56.90 %	165	146
3001	Provisional	587	1	0.17 %		1
3001	Total	587	335	57.07 %	165	147
3002	Election Day	297	1	0.34 %	1	
3002	Vote by Mail	297	181	60.94 %	85	85
3002	Provisional	297	0	0.00 %		
3002	Total	297	182	61.28 %	86	85
3003	Election Day	332	1	0.30 %		1
3003	Vote by Mail	332	181	54.52 %	86	86
3003	Provisional	332	0	0.00 %		
3003	Total	332	182	54.82 %	86	87
3004	Election Day	664	1	0.15 %	1	
3004	Vote by Mail	664	348	52.41 %	139	175
3004	Provisional	664	0	0.00 %		
3004	Total	664	349	52.56 %	140	175
3005	Election Day	254	0	0.00 %		
3005	Vote by Mail	254	165	64.96 %	54	90
3005	Provisional	254	1	0.39 %		1
3005	Total	254	166	65.35 %	54	91
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	92	51.69 %	32	45
3006	Provisional	178	0	0.00 %		
3006	Total	178	92	51.69 %	32	45
Electionwide	Election Day	2312	3	0.13 %	2	1
Electionwide	Vote by Mail	2312	1301	56.27 %	561	627
Electionwide	Provisional	2312	2	0.09 %		2
Electionwide	Total	2312	1306	56.49 %	563	630
Total - Election Day		2312	3	0.13 %	2	1
Total - Vote by Mail		2312	1301	56.27 %	561	627
Total - Provisional		2312	2	0.09 %		2
Contest Total		2312	1306	56.49 %	563	630

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

					1		2		3
					1 Assessor/Recorder Attorney		2 Auditor		3 District
		Registered Voters	Voters Cast	Turnout (%)	VINCENT P. KEHOE		LUIS MERCADO		WALTER WILLIAM WALL
1001	Election Day	285	0	0.00 %					
1001	Vote by Mail	285	154	54.04 %	84		82		74
1001	Provisional	285	2	0.70 %	1		1		1
1001	Total	285	156	54.74 %	85		83		75
1002	Election Day	215	0	0.00 %					
1002	Vote by Mail	215	127	59.07 %	96		94		91
1002	Provisional	215	0	0.00 %					
1002	Total	215	127	59.07 %	96		94		91
1003	Election Day	486	1	0.21 %	1		1		1
1003	Vote by Mail	486	260	53.50 %	177		178		175
1003	Provisional	486	0	0.00 %					
1003	Total	486	261	53.70 %	178		179		176
1004	Election Day	56	0	0.00 %					
1004	Vote by Mail	56	41	73.21 %	23		22		22
1004	Provisional	56	0	0.00 %					
1004	Total	56	41	73.21 %	23		22		22
1005	Election Day	332	0	0.00 %					
1005	Vote by Mail	332	109	32.83 %	56		52		53
1005	Provisional	332	0	0.00 %					
1005	Total	332	109	32.83 %	56		52		53
1006	Election Day	398	0	0.00 %					
1006	Vote by Mail	398	253	63.57 %	164		168		176
1006	Provisional	398	0	0.00 %					
1006	Total	398	253	63.57 %	164		168		176
1008	Election Day	600	1	0.17 %	1		1		1
1008	Vote by Mail	600	324	54.00 %	221		229		237
1008	Provisional	600	0	0.00 %					
1008	Total	600	325	54.17 %	222		230		238
1009	Election Day	122	0	0.00 %					
1009	Vote by Mail	122	77	63.11 %	49		53		51
1009	Provisional	122	0	0.00 %					
1009	Total	122	77	63.11 %	49		53		51
2001	Election Day	0	0						
2001	Vote by Mail	0	0						
2001	Provisional	0	0						
2001	Total	0	0						
2002	Election Day	538	0	0.00 %					
2002	Vote by Mail	538	240	44.61 %	188		189		188
2002	Provisional	538	0	0.00 %					
2002	Total	538	240	44.61 %	188		189		188
2003	Election Day	518	0	0.00 %					
2003	Vote by Mail	518	202	39.00 %	158		158		157
2003	Provisional	518	0	0.00 %					
2003	Total	518	202	39.00 %	158		158		157
2004	Election Day	272	0	0.00 %					
2004	Vote by Mail	272	147	54.04 %	101		97		104
2004	Provisional	272	0	0.00 %					
2004	Total	272	147	54.04 %	101		97		104
2005	Election Day	673	0	0.00 %					

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

		1 Assessor/Recorder Attorney			2 Auditor		3 District	
					1	2	3	
		Registered Voters	Voters Cast	Turnout (%)	VINCENT P. KEHOE	LUIS MERCADO	WALTER WILLIAM WALL	
2005	Vote by Mail	673	314	46.66 %	229	228	223	
2005	Provisional	673	2	0.30 %	1	1	1	
2005	Total	673	316	46.95 %	230	229	224	
2006	Election Day	319	0	0.00 %				
2006	Vote by Mail	319	161	50.47 %	113	112	117	
2006	Provisional	319	0	0.00 %				
2006	Total	319	161	50.47 %	113	112	117	
3001	Election Day	587	0	0.00 %				
3001	Vote by Mail	587	334	56.90 %	239	239	264	
3001	Provisional	587	1	0.17 %	1	1	1	
3001	Total	587	335	57.07 %	240	240	265	
3002	Election Day	297	1	0.34 %	1	1	1	
3002	Vote by Mail	297	181	60.94 %	134	129	143	
3002	Provisional	297	0	0.00 %				
3002	Total	297	182	61.28 %	135	130	144	
3003	Election Day	332	1	0.30 %	1	1	1	
3003	Vote by Mail	332	181	54.52 %	135	139	142	
3003	Provisional	332	0	0.00 %				
3003	Total	332	182	54.82 %	136	140	143	
3004	Election Day	664	1	0.15 %	1	1	1	
3004	Vote by Mail	664	348	52.41 %	249	249	263	
3004	Provisional	664	0	0.00 %				
3004	Total	664	349	52.56 %	250	250	264	
3005	Election Day	254	0	0.00 %				
3005	Vote by Mail	254	165	64.96 %	124	123	129	
3005	Provisional	254	1	0.39 %				
3005	Total	254	166	65.35 %	124	123	129	
3006	Election Day	178	0	0.00 %				
3006	Vote by Mail	178	92	51.69 %	63	63	63	
3006	Provisional	178	0	0.00 %				
3006	Total	178	92	51.69 %	63	63	63	
4001	Election Day	780	0	0.00 %				
4001	Vote by Mail	780	447	57.31 %	351	339	339	
4001	Provisional	780	0	0.00 %				
4001	Total	780	447	57.31 %	351	339	339	
4002	Election Day	725	0	0.00 %				
4002	Vote by Mail	725	395	54.48 %	293	277	290	
4002	Provisional	725	0	0.00 %				
4002	Total	725	395	54.48 %	293	277	290	
4003	Election Day	715	0	0.00 %				
4003	Vote by Mail	715	368	51.47 %	282	282	289	
4003	Provisional	715	0	0.00 %				
4003	Total	715	368	51.47 %	282	282	289	
5001	Election Day	696	0	0.00 %				
5001	Vote by Mail	696	385	55.32 %	281	273	285	
5001	Provisional	696	0	0.00 %				
5001	Total	696	385	55.32 %	281	273	285	
5002	Election Day	616	0	0.00 %				
5002	Vote by Mail	616	344	55.84 %	243	226	253	

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Assessor/Recorder Attorney 2 Auditor 3 District

					1		2		3
		Registered Voters	Voters Cast	Turnout (%)	VINCENT P. KEHOE		LUIS MERCADO		WALTER WILLIAM WALL
5002	Provisional	616	0	0.00 %					
5002	Total	616	344	55.84 %	243		226		253
5004	Election Day	615	0	0.00 %					
5004	Vote by Mail	615	339	55.12 %	264		259		261
5004	Provisional	615	1	0.16 %	1		1		1
5004	Total	615	340	55.28 %	265		260		262
5005	Election Day	475	0	0.00 %					
5005	Vote by Mail	475	253	53.26 %	185		174		177
5005	Provisional	475	2	0.42 %	2		2		2
5005	Total	475	255	53.68 %	187		176		179
Electionwide	Election Day	11748	5	0.04 %	5		5		5
Electionwide	Vote by Mail	11748	6241	53.12 %	4502		4434		4566
Electionwide	Provisional	11748	9	0.08 %	6		6		6
Electionwide	Total	11748	6255	53.24 %	4513		4445		4577
Total - Election Day		11748	5	0.04 %	5		5		5
Total - Vote by Mail		11748	6241	53.12 %	4502		4434		4566
Total - Provisional		11748	9	0.08 %	6		6		6
Contest Total		11748	6255	53.24 %	4513		4445		4577

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Sheriff/Coroner/PA 2 Treas/Tax/County Clerk

					1		2
		Registered Voters	Voters Cast	Turnout (%)	JEREMY R BRIESE		COURTNEY PROGNER MORROW
1001	Election Day	285	0	0.00 %			
1001	Vote by Mail	285	154	54.04 %	85		85
1001	Provisional	285	2	0.70 %	1		1
1001	Total	285	156	54.74 %	86		86
1002	Election Day	215	0	0.00 %			
1002	Vote by Mail	215	127	59.07 %	105		100
1002	Provisional	215	0	0.00 %			
1002	Total	215	127	59.07 %	105		100
1003	Election Day	486	1	0.21 %	1		1
1003	Vote by Mail	486	260	53.50 %	183		192
1003	Provisional	486	0	0.00 %			
1003	Total	486	261	53.70 %	184		193
1004	Election Day	56	0	0.00 %			
1004	Vote by Mail	56	41	73.21 %	26		22
1004	Provisional	56	0	0.00 %			
1004	Total	56	41	73.21 %	26		22
1005	Election Day	332	0	0.00 %			
1005	Vote by Mail	332	109	32.83 %	55		52
1005	Provisional	332	0	0.00 %			
1005	Total	332	109	32.83 %	55		52
1006	Election Day	398	0	0.00 %			
1006	Vote by Mail	398	253	63.57 %	197		177
1006	Provisional	398	0	0.00 %			
1006	Total	398	253	63.57 %	197		177
1008	Election Day	600	1	0.17 %	1		1
1008	Vote by Mail	600	324	54.00 %	252		233
1008	Provisional	600	0	0.00 %			
1008	Total	600	325	54.17 %	253		234
1009	Election Day	122	0	0.00 %			
1009	Vote by Mail	122	77	63.11 %	53		52
1009	Provisional	122	0	0.00 %			
1009	Total	122	77	63.11 %	53		52
2001	Election Day	0	0				
2001	Vote by Mail	0	0				
2001	Provisional	0	0				
2001	Total	0	0				
2002	Election Day	538	0	0.00 %			
2002	Vote by Mail	538	240	44.61 %	194		186
2002	Provisional	538	0	0.00 %			
2002	Total	538	240	44.61 %	194		186
2003	Election Day	518	0	0.00 %			
2003	Vote by Mail	518	202	39.00 %	158		156
2003	Provisional	518	0	0.00 %			
2003	Total	518	202	39.00 %	158		156
2004	Election Day	272	0	0.00 %			
2004	Vote by Mail	272	147	54.04 %	109		102
2004	Provisional	272	0	0.00 %			
2004	Total	272	147	54.04 %	109		102

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Sheriff/Coroner/PA 2 Treas/Tax/County Clerk

					1		2
		Registered Voters	Voters Cast	Turnout (%)	JEREMY R BRIESE		COURTNEY PROGNER MORROW
2005	Election Day	673	0	0.00 %			
2005	Vote by Mail	673	314	46.66 %	252		228
2005	Provisional	673	2	0.30 %	1		1
2005	Total	673	316	46.95 %	253		229
2006	Election Day	319	0	0.00 %			
2006	Vote by Mail	319	161	50.47 %	123		120
2006	Provisional	319	0	0.00 %			
2006	Total	319	161	50.47 %	123		120
3001	Election Day	587	0	0.00 %			
3001	Vote by Mail	587	334	56.90 %	258		248
3001	Provisional	587	1	0.17 %	1		1
3001	Total	587	335	57.07 %	259		249
3002	Election Day	297	1	0.34 %	1		1
3002	Vote by Mail	297	181	60.94 %	149		136
3002	Provisional	297	0	0.00 %			
3002	Total	297	182	61.28 %	150		137
3003	Election Day	332	1	0.30 %	1		1
3003	Vote by Mail	332	181	54.52 %	151		137
3003	Provisional	332	0	0.00 %			
3003	Total	332	182	54.82 %	152		138
3004	Election Day	664	1	0.15 %	1		1
3004	Vote by Mail	664	348	52.41 %	278		264
3004	Provisional	664	0	0.00 %			
3004	Total	664	349	52.56 %	279		265
3005	Election Day	254	0	0.00 %			
3005	Vote by Mail	254	165	64.96 %	136		128
3005	Provisional	254	1	0.39 %			1
3005	Total	254	166	65.35 %	136		129
3006	Election Day	178	0	0.00 %			
3006	Vote by Mail	178	92	51.69 %	67		66
3006	Provisional	178	0	0.00 %			
3006	Total	178	92	51.69 %	67		66
4001	Election Day	780	0	0.00 %			
4001	Vote by Mail	780	447	57.31 %	380		353
4001	Provisional	780	0	0.00 %			
4001	Total	780	447	57.31 %	380		353
4002	Election Day	725	0	0.00 %			
4002	Vote by Mail	725	395	54.48 %	319		305
4002	Provisional	725	0	0.00 %			
4002	Total	725	395	54.48 %	319		305
4003	Election Day	715	0	0.00 %			
4003	Vote by Mail	715	368	51.47 %	303		287
4003	Provisional	715	0	0.00 %			
4003	Total	715	368	51.47 %	303		287
5001	Election Day	696	0	0.00 %			
5001	Vote by Mail	696	385	55.32 %	310		284
5001	Provisional	696	0	0.00 %			
5001	Total	696	385	55.32 %	310		284

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Sheriff/Coroner/PA 2 Treas/Tax/County Clerk

					1		2
		Registered Voters	Voters Cast	Turnout (%)	JEREMY R BRIESE		COURTNEY PROGNER MORROW
5002	Election Day	616	0	0.00 %			
5002	Vote by Mail	616	344	55.84 %	280		253
5002	Provisional	616	0	0.00 %			
5002	Total	616	344	55.84 %	280		253
5004	Election Day	615	0	0.00 %			
5004	Vote by Mail	615	339	55.12 %	297		271
5004	Provisional	615	1	0.16 %	1		1
5004	Total	615	340	55.28 %	298		272
5005	Election Day	475	0	0.00 %			
5005	Vote by Mail	475	253	53.26 %	197		192
5005	Provisional	475	2	0.42 %	2		2
5005	Total	475	255	53.68 %	199		194
Electionwide	Election Day	11748	5	0.04 %	5		5
Electionwide	Vote by Mail	11748	6241	53.12 %	4917		4629
Electionwide	Provisional	11748	9	0.08 %	6		7
Electionwide	Total	11748	6255	53.24 %	4928		4641
Total - Election Day		11748	5	0.04 %	5		5
Total - Vote by Mail		11748	6241	53.12 %	4917		4629
Total - Provisional		11748	9	0.08 %	6		7
Contest Total		11748	6255	53.24 %	4928		4641

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Measure O - John C Fremont Healthcare Sales Tax

					1	1
		Registered Voters	Voters Cast	Turnout (%)	YES	NO
1001	Election Day	285	0	0.00 %		
1001	Vote by Mail	285	154	54.04 %	126	21
1001	Provisional	285	2	0.70 %	2	
1001	Total	285	156	54.74 %	128	21
1002	Election Day	215	0	0.00 %		
1002	Vote by Mail	215	127	59.07 %	95	27
1002	Provisional	215	0	0.00 %		
1002	Total	215	127	59.07 %	95	27
1003	Election Day	486	1	0.21 %	1	
1003	Vote by Mail	486	260	53.50 %	204	48
1003	Provisional	486	0	0.00 %		
1003	Total	486	261	53.70 %	205	48
1004	Election Day	56	0	0.00 %		
1004	Vote by Mail	56	41	73.21 %	20	19
1004	Provisional	56	0	0.00 %		
1004	Total	56	41	73.21 %	20	19
1005	Election Day	332	0	0.00 %		
1005	Vote by Mail	332	109	32.83 %	77	24
1005	Provisional	332	0	0.00 %		
1005	Total	332	109	32.83 %	77	24
1006	Election Day	398	0	0.00 %		
1006	Vote by Mail	398	253	63.57 %	174	68
1006	Provisional	398	0	0.00 %		
1006	Total	398	253	63.57 %	174	68
1008	Election Day	600	1	0.17 %		1
1008	Vote by Mail	600	324	54.00 %	237	69
1008	Provisional	600	0	0.00 %		
1008	Total	600	325	54.17 %	237	70
1009	Election Day	122	0	0.00 %		
1009	Vote by Mail	122	77	63.11 %	43	27
1009	Provisional	122	0	0.00 %		
1009	Total	122	77	63.11 %	43	27
2001	Election Day	0	0			
2001	Vote by Mail	0	0			
2001	Provisional	0	0			
2001	Total	0	0			
2002	Election Day	538	0	0.00 %		
2002	Vote by Mail	538	240	44.61 %	120	110
2002	Provisional	538	0	0.00 %		
2002	Total	538	240	44.61 %	120	110
2003	Election Day	518	0	0.00 %		
2003	Vote by Mail	518	202	39.00 %	75	117
2003	Provisional	518	0	0.00 %		
2003	Total	518	202	39.00 %	75	117
2004	Election Day	272	0	0.00 %		
2004	Vote by Mail	272	147	54.04 %	82	57
2004	Provisional	272	0	0.00 %		
2004	Total	272	147	54.04 %	82	57
2005	Election Day	673	0	0.00 %		

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Measure O - John C Fremont Healthcare Sales Tax

					1	1
		Registered Voters	Voters Cast	Turnout (%)	YES	NO
2005	Vote by Mail	673	314	46.66 %	142	157
2005	Provisional	673	2	0.30 %	2	
2005	Total	673	316	46.95 %	144	157
2006	Election Day	319	0	0.00 %		
2006	Vote by Mail	319	161	50.47 %	83	69
2006	Provisional	319	0	0.00 %		
2006	Total	319	161	50.47 %	83	69
3001	Election Day	587	0	0.00 %		
3001	Vote by Mail	587	334	56.90 %	205	110
3001	Provisional	587	1	0.17 %	1	
3001	Total	587	335	57.07 %	206	110
3002	Election Day	297	1	0.34 %		1
3002	Vote by Mail	297	181	60.94 %	99	70
3002	Provisional	297	0	0.00 %		
3002	Total	297	182	61.28 %	99	71
3003	Election Day	332	1	0.30 %		1
3003	Vote by Mail	332	181	54.52 %	136	41
3003	Provisional	332	0	0.00 %		
3003	Total	332	182	54.82 %	136	42
3004	Election Day	664	1	0.15 %	1	
3004	Vote by Mail	664	348	52.41 %	266	74
3004	Provisional	664	0	0.00 %		
3004	Total	664	349	52.56 %	267	74
3005	Election Day	254	0	0.00 %		
3005	Vote by Mail	254	165	64.96 %	101	59
3005	Provisional	254	1	0.39 %	1	
3005	Total	254	166	65.35 %	102	59
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	92	51.69 %	57	27
3006	Provisional	178	0	0.00 %		
3006	Total	178	92	51.69 %	57	27
4001	Election Day	780	0	0.00 %		
4001	Vote by Mail	780	447	57.31 %	343	89
4001	Provisional	780	0	0.00 %		
4001	Total	780	447	57.31 %	343	89
4002	Election Day	725	0	0.00 %		
4002	Vote by Mail	725	395	54.48 %	285	90
4002	Provisional	725	0	0.00 %		
4002	Total	725	395	54.48 %	285	90
4003	Election Day	715	0	0.00 %		
4003	Vote by Mail	715	368	51.47 %	268	91
4003	Provisional	715	0	0.00 %		
4003	Total	715	368	51.47 %	268	91
5001	Election Day	696	0	0.00 %		
5001	Vote by Mail	696	385	55.32 %	274	101
5001	Provisional	696	0	0.00 %		
5001	Total	696	385	55.32 %	274	101
5002	Election Day	616	0	0.00 %		
5002	Vote by Mail	616	344	55.84 %	239	87

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

1 Measure O - John C Fremont Healthcare Sales Tax

						1	1
		Registered Voters	Voters Cast	Turnout (%)		YES	NO
5002	Provisional	616	0	0.00 %			
5002	Total	616	344	55.84 %		239	87
5004	Election Day	615	0	0.00 %			
5004	Vote by Mail	615	339	55.12 %		226	99
5004	Provisional	615	1	0.16 %		1	
5004	Total	615	340	55.28 %		227	99
5005	Election Day	475	0	0.00 %			
5005	Vote by Mail	475	253	53.26 %		181	65
5005	Provisional	475	2	0.42 %		2	
5005	Total	475	255	53.68 %		183	65
Electionwide	Election Day	11748	5	0.04 %		2	3
Electionwide	Vote by Mail	11748	6241	53.12 %		4158	1816
Electionwide	Provisional	11748	9	0.08 %		9	
Electionwide	Total	11748	6255	53.24 %		4169	1819
Total - Election Day		11748	5	0.04 %		2	3
Total - Vote by Mail		11748	6241	53.12 %		4158	1816
Total - Provisional		11748	9	0.08 %		9	
Contest Total		11748	6255	53.24 %		4169	1819

Attachment: Scanned complete SOV (RES-2022-416 : Accept Statement of Votes)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the July 12Th, 2022, Meeting

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Handouts from the Departmental Presentation Portion of the July 12, 2022, Meeting:

– Pocket Guide to Enjoying Yosemite - Mariposa County Tourism Bureau
- AirDNA report of the weekly and monthly pace for listings.
Note: The Board was provided Madera County, not Mariposa County from the Mariposa County Tourism Bureau.

ATTACHMENTS:
Pocket Guide (PDF)
Handout on Monthly Pace - Madera County (PDF)

RESULT: INFORMATION RECEIVED

Attachment: Pocket Guide (13314 : Handouts from Departmental Presentation Portion of the July 12Th, 2022, Meeting)

BE MARIPOSA PREPARED

One of the simplest — and most impactful — ways to protect our wild lands (and ourselves!) is preparedness. This iKnow Before You Go approach leads to a smooth, well-designed trip thus guaranteeing a safe, fun time for you and your crew.

Listen To Your Mother

As you enter the blissful space that is Yosemite Mariposa, take a deep breath of pine-scented air and embrace the biggest mama of them all — Mother Nature. This means respecting her beauty while also being aware of the potential dangers of the natural world, all the things we're not exposed to back home. By doing this you'll keep yourself — and the emergency personnel who work so hard on our behalf — safe and sound.

Point A to Zzzzzz

Once you enter Yosemite National Park, know where you're going and — if spending the night — where you're staying. Driving aimlessly can cause traffic jams not to mention degrade the environment from increased fuel use and air pollution. Whether pitching a tent or booking one of Yosemite Mariposa's many hotels, plan ahead by making reservations and never camp in an undesignated area. This causes long-term damage to sensitive ecosystems, a big no-no in our protected lands.

Arrive Early, Depart Late

Avoid the recreation rush hour and maximize your outdoor time! Sunrises and sunsets are spectacular in these parts, best experienced outdoors with a gentle breeze in your hair and golden sunlight kissing your cheek. Also, by staying longer you'll have more time to explore while reducing both your stress level and carbon footprint. Fun fact: 100 years ago the average Yosemite Mariposa vacation lasted 3 weeks!

Pack To The Future

Think head about what you'll need to pack for the length of your stay and how you'll be traveling (from minimalist backpacking all the way to luxury resorts). The changeable weather of Sierra seasons informs your gear: extra layers, a waterproof shell (if only for the waterfall mist!), plenty of drinking water (or water filter) and properly stored food.

Bring A Friend, Tell A Friend

Yeah, we've all entertained the thought of going rogue ala Alexander Supertramp, but in reality the best approach is hiking with a friend or two. Whether it's the risk of injury or navigation troubles, nobody wants to get stuck in the wilderness alone. On that note...be sure to tell your friends and family back home your exact hiking route and entry/exit times, even if you're only going for a day hike.

Safe Pet, Safe Bet

Consider whether your pet will be comfortable in the Great Outdoors, and know there are wild animals who might not play well with others. If you decide to bring Fido, research which trails are pet-friendly and bring a leash. If you want to hit that special trail where pets are off-limits, some Yosemite Mariposa hotels offer pet-sitting services.

YOSEMITE
—MARIPOSA—
COUNTY

With stunning topography ranging from oak-studded foothills to soaring 13,000-foot peaks, Mariposa County is unlike anywhere else on the planet. Its record-breaking waterfalls, abundance of unique flora & fauna and the fact that it plays host to a top wilderness destination — Yosemite National Park — make this corner of the globe a UNESCO World Heritage Site.

But with all these accolades comes great responsibility. The ecology of Yosemite Mariposa County is extraordinary, yet at the same time fragile. Recent forest fires have proved this, as has the impact of the increasing number of tourists who come to enjoy their public lands. The solution is not to scold or shun, rather to welcome and educate. We're constantly discovering new ways to better serve and protect Mother Earth, while reminding ourselves of the tried-and-true customs that have been passed down from generations. Here are some tips on how to wisely — and safely — enjoy our beloved mountain paradise.

The Pocket Guide to

ENJOYING YOSEMITE MARIPOSA COUNTY RESPONSIBL

SAVE A CRITTER, DON'T LITTER

Pollution — defined as the introduction of something harmful or poisonous to the environment — comes in many forms. From the garbage we discard to air, noise and even light pollution, please be aware of your impact on Yosemite Mariposa's iconic flora & fauna, not to mention how it effects the experience of your fellow visitors. Adopt a Leave No Trace philosophy, which means travel lightly so no one will ever know you were there.

Pack It In, Pack It Out

An oldie but goodie, this mantra is simple. You bring something into nature, you pack it out. Never leave anything that was not created there.

Small Garbage, Big Problem

Small pieces of "micro-trash" are often dropped on our trails or left behind in campsites. Train your eye spot these little buggers and commit to picking up 10 pieces when hiking. You'll be surprised how many you'll find.

Clean Camp, Happy Camp

Go the extra mile and leave all campsites & trails cleaner than when you found them. This means picking up trash, properly putting out campfires, wiping down picnic tables and wiping out food/bear lockers. The next visitor will thank you!

Spray Safe

Use eco-friendly bug spray, sun block and lotions whenever possible. The chemicals in many brands are toxic to our crystal clear waters, harming the plants and animals residing there. Or make a trout's day and cover your skin instead of using sprays.

Dish Wisely

Washing dishes at campsites doesn't sound like a big deal, but food particles, toxic soap and grease can cause lasting damage to plants and wildlife. Whenever possible scrape food particles into the trash, and dump dishwater into a designated sink or toilet area.

Idle Engines Are...

Okay, maybe not the devil's workshop but they are the source of air pollution. Shut off your engine when waiting for road work, or in traffic lines as you enter/leave our parks.

Let Someone Else Drive

Traffic jams in Yosemite National Park can put a damper on the festivities. Use YARTS/public transportation, one of many private tour companies or if you must drive plan your trip to avoid peak hours.

Recycle, Reduce, Reuse

Recycling, reusing containers and reducing our trash output must be a conscious decision. Stick with it, and don't let a potato chip bag be how we're remembered by future generations.

Bottle Shock

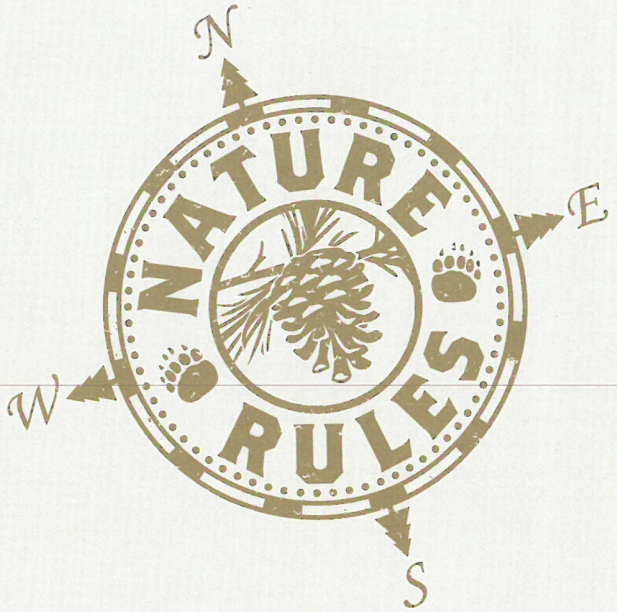
One of the planet's biggest trash problems — as evidenced by the massing floating garbage island in the Pacific Ocean — is single-use beverage bottles. Go back to the old ways with canteen. reusable beverage bottles for both home and recreational use. Many parks have filtered refilling stations or water fountains, making it both cheaper and easier on the environment.

All's Quiet On The Mariposa Front

Sure we enjoy socializing and listening to music, but there's a time and place. Noise pollution is a common annoyance in campgrounds, so please keep all sound within your own personal space and allow the songs of nature to come through.

Let The Stars Shine On

One of the most impressive sights when visiting Yosemite Mariposa is the night sky. Don't let light pollution from flashlights or car headlights ruin the show. With nature open 24-7, keep the night skies dark and enjoy your constellations! Interesting fact: it takes 20 minutes for the human eye to adjust to darkness.



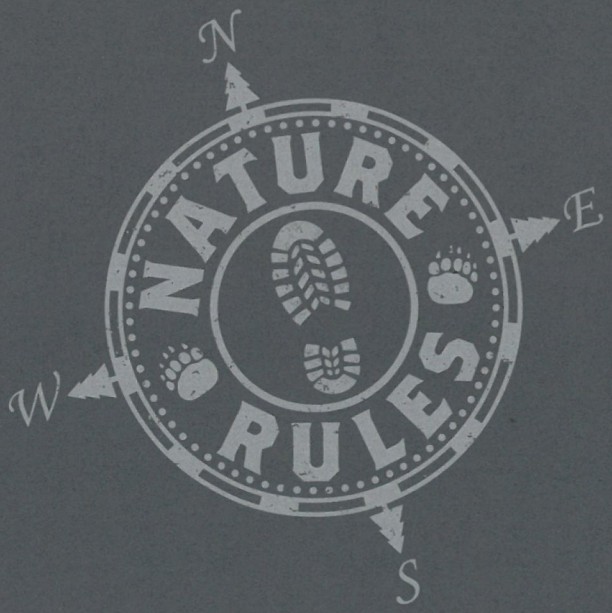
VISIT US AT YOSEMITE.COM/NATURE-RULES

Printed on 100% recycled content, 100% post-consumer waste, processed chlorine-free paper with soy based ink

Attachment: Pocket Guide (13314 : Handouts from Departmental Presentation Portion of the July 12Th, 2022, Meeting)

THINK BEFORE YOU DO

From a young age we're taught to think before we speak, but of equal importance is thinking before we do. This is especially true when visiting our fragile parks & wilderness. Here are some tips on how to just act right in Nature.



Howdy, Neighbor

As we all share our public lands, it's crucial to be considerate and extend a friendly hello to our fellow visitors. This includes any number of actions, from following proper trail etiquette (yield to uphill hikers/yield to horses/bicyclists yield to both hikers and horses), remaining quiet, keeping a clean camp and reminding ourselves that we all do things a little bit differently. As they say...variety is the spice of life.

Take Only Pictures, Leave Only Footprints

Another classic, this philosophy is simple — travel lightly, appreciate the beauty around you, and have a minimal impact on our natural world.

Trailsafe

To preserve sensitive habitats and prevent erosion to our meadows and forests, always stay on established trails and don't be that guy who cuts switchbacks. Or girl, for that matter.

Leave It For Good

While National Parks are ours to enjoy, removing things from them such as indigenous artifacts, plants, rocks and even pinecones is damaging the spirit and ecosystem alike, not to mention illegal. Always leave items where you found them, and if they intrigue enough then snap a picture to show your friends back home. Also true for natural objects at your campsite — resist the urge to make "improvements" and adapt to the landscape instead.

Keep Right

Slow traffic is a given where tourism abounds, so always stay to the right and let faster traffic pass even if you're going the speed limit. Just like back home, there are locals who need to get to work and pick up their kids from school!

Don't Drone On

Drones and aircraft are not allowed in most Parks and wildernesses. Check regulations before you go and know that drones can frighten wildlife, damage habitat and even hurt other visitors.

Get A Handle On Vandalism

If you're reading this, you probably aren't the culprit, but never graffiti, carve initials or tag our parks & wilderness. Talk to your kids about the irreparable damage this causes, and if you see someone vandalizing then report them to a ranger or law enforcement.

Know Where To Hunt

Research all hunting seasons/regulations before entering a wilderness, and never hunt or shoot in a National Park. It's illegal. In most cases, personal firearms are also not allowed.

Not A Cairn In The World

Cairns — or stacks of rocks — are often used to provide safety information marking hiking routes and/or prove to your Insta followers that you were out on the trail. Please don't build them for two reasons: 1) if followed, there is no guarantee the person who left it there is providing safe accurate directions, and 2) they damage the surrounding ecosystem.

Durable Good

Always hike and camp on durable surfaces such established trails, packed snow or hard surfaces like boulders or gravel. Doing so allows tender vegetation to grow (even lichen on rock) and prevents damage to fragile ecosystems.

Buy Local Wood

Bringing outside firewood into another forest can transport diseases such as Sudden Oak Death, pine bark beetles and other pests. Prevent this from happening and support the community by buying local firewood.

Collect Inspiration, Not Food

Animals need every bit of food that grows in our parks & forests, so don't collect mushrooms, berries or other plants they so desperately need. Did we mention that it's illegal in many cases?

Waste Case

One of the trickiest dilemmas for hikers in the backcountry is what to do with human waste. This includes using a Wag Bag to carry it out (required by law in certain areas) or burying it properly. Know your best approach and consider how you'd react if you discovered someone else's business. The answer is probably angrily.

Signs Of The Times

Warning signs are put up for a reason. To keep us safe. Whether they indicate Fire Danger, Falling Rocks or even the Speeding Kills Bears signs that indicate areas where bears have been hit by cars in Yosemite, a sign emboldened with a red bear, means dead bear...these messages help us from harming wildlife and ourselves.

Let Guard Rails Guard

Safety barriers and guard rails are commonly found in the mountains of Yosemite Mariposa. Their placement indicates a cliff or other dangerous feature. Simple rule? Stay behind them, and stay alive.

High & Fast, Do Not Pass

High and fast-moving water is dangerous both across trails and roadways. Never try pass through these hazards whether on foot or in a vehicle, and follow the simple rule: never enter a river that is moving faster than you can walk.

Attachment: Pocket Guide (13314 : Handouts from Departmental Presentation Portion of the July 12Th, 2022, Meeting)

KEEP WILDLIFE WILD

A visit to Yosemite Mariposa isn't complete without encountering one of its many animals. From marmots to mule deer, black bears to Steller's Jay, always enjoy the show while respecting the (wildlife) game.

Don't Feed Wildlife

Human food is junk food to animals, causing them to lose their foraging instincts and become aggressive toward people. Their lives depend on a natural diet.

Slow & Steady Saves Lives

Drive at or below posted speed limits and be aware that wildlife often use roadways too, especially at dusk and dawn. A sad fact is that over 400 bears have been hit by cars in Yosemite National Park since 1995. Be Bear Aware and report hit animals by calling (209) 379-1992.

Go The Distance

Always watch wildlife from an impactful, non-threatening distance and use binoculars whenever possible. Getting too close scares animals from their natural habitat, preventing them from eating and tending their young. Pro tip: being quiet on the trail in addition to keeping your distance translates to more sightings!

Low Barb Diet

Fishing in Yosemite is highly regulated in order to preserve the native and non-native trout population. Use barbless hooks for catch-and-release, then take a selfie with your big catch to shore up the fish stories back home.

Let Babies Be

Though it raises alarms to see a baby animal all by itself, there is often a mother nearby. A doe and her fawn is case in point. Never touch or move a baby animal — even if you think its hurt — rather note your location and contact a ranger if you have concerns.

Lead By Example

A strong leash — or lead as it's also known — is essential for travel to Yosemite Mariposa. With an abundance of wildlife, it's common for unleashed pets to bolt after animals we humans cannot see or hear. The result? Hours spent locating your disoriented pet, or even worse losing it forever. Not something a pet owner should ever have to endure, and easily prevented.

No Dams, Dammit

We all enjoy a refreshing dip in the crystal clear waters of Yosemite Mariposa, but leave the dam-building to beavers. Moving sticks and rocks to dam up waterways prevents fish and reptiles from spawning, greatly diminishing their fragile populations.

TAME THE FLAME

Fire safety is paramount in Yosemite Mariposa, California and the Western United States. We have to be steadfast in our efforts to prevent future events that destroy property and take lives. Most fires are started unintentionally by humans, and not always in ways you'd typically expect. Between the months May through November, California receives little or no rain, so fire danger is always a threat, even when forests and meadows look green.

No Ifs, Ands, Or Butts

Visitors who smoke must take extra precautions in our wild lands. This means observing restricted areas, being aware of days with High Fire Danger, and most important of all fully extinguishing cigarettes before disposing of them in approved trash receptacles.

Car Trouble

Not the typical kind, but the risks that drivers pose in causing wildfires. RV's and trucks should take care not to drag safety chains, which throw sparks. Drivers should never park on grass or dry foliage, and never discard glass that can magnify the sun's rays and touch off real trouble. In addition to preventing fires, keeping vehicles on designated roads and trails reduces compaction and permanent damage to our beloved meadows and forests.

Fireworks Ban

Forever and always illegal in our National Parks and National Forests, fireworks are not allowed even on the 4th of July. Fireworks are a major cause of our country's wildfires, thus the enormous fines and jail time awaiting those who literally want to play with fire.

Campfire Do's & Don'ts

Campfires figure prominently in our outdoor history. Once essential for warmth and cooking, the need for campfires has been diminished over time with the advent of lightweight sleeping gear and efficient camp stoves. Add to that the role improperly tended campfires play in sparking wildfires, and our need to take even greater care becomes urgent. If stoves are not an option, here are the **do's:** only light campfires with official permits and in designated places; use existing fire rings and build small fires; only burn when you absolutely need to; let campfires burn all the way to ash, then put out with water not dirt.
Don'ts: don't build fires next to rock outcroppings that will scar and blacken; don't build fires where there is little wood to burn such as higher elevations or in the desert.

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AIRDNA

Monthly Pace - Madera County, CA
All currency in USD. Entire place properties only.
Contact us at hello@airdna.co
Terms and Conditions

Available Listings

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	1,066	1,040	1,033	933	898	899
Previous Year	901	905	896	859	874	902
Current vs Previous %	18%	15%	15%	9%	3%	0%
2019	912	883	865	801	746	745
Current vs 2019 %	17%	18%	19%	16%	20%	21%

Booked Listings

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	990	733	488	271	185	152
Previous Year	889	750	521	246	164	166
Current vs Previous %	11%	-2%	-6%	10%	13%	-8%
2019	879	747	477	229	165	160
Current vs 2019 %	13%	-2%	2%	18%	12%	-5%

Occupancy Rate

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	57%	36%	28%	23%	21%	22%
Previous Year	85%	49%	34%	30%	32%	30%
Current vs Previous %	-32%	-26%	-17%	-23%	-33%	-28%
2019	70%	44%	35%	31%	38%	33%
Current vs 2019 %	-18%	-18%	-21%	-26%	-44%	-34%

Average Daily Rate

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	364	361	319	318	397	363
Previous Year	392	418	395	398	390	400
Current vs Previous %	-7%	-14%	-19%	-20%	2%	-9%
2019	320	348	306	262	212	277
Current vs 2019 %	14%	4%	4%	22%	87%	31%

RevPAR

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	208	131	89	74	85	79
Previous Year	332	206	133	120	126	121
Current vs Previous %	-37%	-36%	-33%	-39%	-32%	-35%
2019	223	154	108	82	81	91
Current vs 2019 %	-6%	-15%	-17%	-10%	5%	-13%

Supply (Nights)

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	30,316	30,954	30,046	28,149	26,325	26,562
Previous Year	24,426	21,994	20,089	18,317	17,886	18,809
Current vs Previous %	24%	41%	50%	54%	47%	41%
2019	25,785	22,672	16,031	17,403	16,189	16,683
Current vs 2019 %	18%	37%	87%	62%	63%	59%

Demand (Nights)

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	16,246	7,922	3,945	1,876	1,156	958
Previous Year	20,516	9,453	4,226	1,767	1,136	1,148
Current vs Previous %	-21%	-16%	-7%	6%	2%	-17%
2019	17,342	8,868	3,510	1,789	1,453	1,202
Current vs 2019 %	-6%	-11%	12%	5%	-20%	-20%

Revenue (USD)

	Jul	Aug	Sep	Oct	Nov	Dec
Current Year	5,915,108	2,855,887	1,257,839	596,765	459,148	347,549
Previous Year	8,043,406	3,948,180	1,670,652	702,824	443,515	459,752
Current vs Previous %	-26%	-28%	-25%	-15%	4%	-24%
2019	5,552,779	3,088,051	1,073,897	468,290	308,575	332,505
Current vs 2019 %	7%	-8%	17%	27%	49%	5%

-2,128,298	-1,092,293	-412,813	-106,059	15,633	-112,203

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Weekly Pace - Madera County, CA

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	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	Jul 11, 2022	Jul 18, 2022	Jul 25, 2022	Aug 01, 2022	Aug 08, 2022	Aug 15, 2022	Aug 22, 2022	Aug 29, 2022	Sep 05, 2022	Sep 12, 2022	Sep 19, 2022	Sep 26, 2022	Oct 03, 2022	Oct 10, 2022	Oct 17, 2022	Oct 24, 2022	Oct 31, 2022	Nov 07, 2022	Nov 14, 2022	Nov 21, 2022	Nov 28, 2022	Dec 05, 2022	Dec 12, 2022	Dec 19, 2022	Dec 26, 2022	Jan 02, 2023
Previous Year	Jul 12, 2021	Jul 19, 2021	Jul 26, 2021	Aug 02, 2021	Aug 09, 2021	Aug 16, 2021	Aug 23, 2021	Aug 30, 2021	Sep 06, 2021	Sep 13, 2021	Sep 20, 2021	Sep 27, 2021	Oct 04, 2021	Oct 11, 2021	Oct 18, 2021	Oct 25, 2021	Nov 01, 2021	Nov 08, 2021	Nov 15, 2021	Nov 22, 2021	Nov 29, 2021	Dec 06, 2021	Dec 13, 2021	Dec 20, 2021	Dec 27, 2021	Jan 03, 2022
2019	Jul 08, 2019	Jul 15, 2019	Jul 22, 2019	Jul 29, 2019	Aug 05, 2019	Aug 12, 2019	Aug 19, 2019	Aug 26, 2019	Sep 02, 2019	Sep 09, 2019	Sep 16, 2019	Sep 23, 2019	Sep 30, 2019	Oct 07, 2019	Oct 14, 2019	Oct 21, 2019	Oct 28, 2019	Nov 04, 2019	Nov 11, 2019	Nov 18, 2019	Nov 25, 2019	Dec 02, 2019	Dec 09, 2019	Dec 16, 2019	Dec 23, 2019	Dec 30, 2019

Supply (Nights)

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	6,913	6,878	6,902	6,903	6,988	7,018	7,022	7,038	7,059	7,025	6,993	6,785	6,352	6,360	6,375	6,330	6,190	6,165	6,126	6,113	6,138	6,100	6,117	6,042	5,490	4,954
Previous Year	5,445	5,389	5,300	5,108	5,020	4,764	4,722	4,988	4,650	4,571	4,505	4,344	4,121	4,085	3,959	3,794	3,919	4,006	3,987	4,799	3,715	3,710	3,901	4,615	5,006	3,543
Current vs Previous %	27%	28%	30%	35%	39%	47%	49%	41%	52%	54%	55%	56%	54%	56%	61%	67%	58%	54%	54%	27%	65%	64%	57%	31%	10%	40%
2019	5,901	5,764	5,733	5,474	5,106	5,113	5,027	4,999	3,713	3,493	3,584	3,708	4,237	3,807	3,821	3,948	3,778	3,576	3,346	3,263	3,638	3,383	3,573	3,519	3,937	3,360
Current vs 2019 %	17%	19%	20%	26%	37%	37%	40%	41%	90%	101%	95%	83%	50%	67%	67%	60%	64%	72%	83%	87%	69%	80%	71%	72%	39%	47%

Demand (Nights)

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	3,525	3,328	3,101	2,721	2,106	1,572	1,185	1,221	923	931	793	593	576	422	401	280	167	184	174	603	100	82	106	338	417	108
Previous Year	4,482	4,490	4,316	3,165	2,465	1,612	1,273	1,432	999	836	775	454	445	350	263	177	130	177	180	524	108	94	99	416	398	80
Current vs Previous %	-21%	-26%	-28%	-14%	-15%	-2%	-7%	-15%	-8%	11%	2%	31%	29%	21%	52%	58%	28%	4%	-3%	15%	-7%	-13%	7%	-19%	5%	35%
2019	3,659	3,838	4,049	3,420	2,679	1,934	1,282	1,349	939	861	736	624	500	507	404	328	136	98	87	100	313	58	66	136	399	182
Current vs 2019 %	-4%	-13%	-23%	-20%	-21%	-19%	-8%	-9%	-2%	8%	8%	-5%	15%	-17%	-1%	-15%	23%	88%	100%	503%	-68%	41%	61%	149%	5%	-41%

Occupancy Rate

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	51%	48%	45%	39%	30%	22%	17%	17%	13%	13%	11%	9%	9%	7%	6%	4%	3%	3%	3%	10%	2%	1%	2%	6%	8%	2%
Previous Year	82%	83%	81%	62%	49%	34%	27%	29%	21%	18%	17%	10%	11%	9%	7%	5%	3%	4%	5%	11%	3%	3%	3%	9%	8%	2%
Current vs Previous %	-38%	-42%	-45%	-36%	-39%	-34%	-37%	-40%	-39%	-28%	-34%	-16%	-16%	-23%	-5%	-5%	-19%	-32%	-37%	-10%	-44%	-47%	-32%	-38%	-4%	-3%
2019	62%	67%	71%	62%	52%	38%	26%	27%	25%	25%	21%	17%	12%	13%	11%	8%	4%	3%	3%	3%	9%	2%	2%	4%	10%	5%
Current vs 2019 %	-18%	-27%	-36%	-37%	-43%	-41%	-34%	-36%	-48%	-46%	-45%	-48%	-23%	-50%	-41%	-47%	-25%	9%	9%	222%	-81%	-22%	-6%	45%	-25%	-60%

Average Daily Rate

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	352	373	384	379	363	342	356	356	312	315	291	280	317	320	317	328	387	329	363	442	304	352	296	355	398	341
Previous Year	371	368	372	412	415	395	392	408	379	373	342	309	314	323	332	266	281	298	356	398	327	357	375	406	353	337
Current vs Previous %	-5%	2%	3%	-8%	-13%	-13%	-9%	-13%	-18%	-16%	-15%	-9%	1%	-1%	-5%	23%	38%	10%	2%	11%	-7%	-1%	-21%	-13%	13%	1%
2019	307	309	311	324	325	321	307	323	288	300	271	286	231	239	243	217	209	202	185	194	279	202	203	264	338	319
Current vs 2019 %	15%	21%	24%	17%	11%	7%	16%	10%	8%	5%	7%	-2%	37%	34%	31%	51%	85%	63%	97%	127%	9%	74%	46%	34%	18%	7%

RevPAR

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	180	181	172	149	109	77	60	62	41	42	33	24	29	21	20	15	10	10	10	44	5	5	5	20	30	7
Previous Year	306	306	303	256	204	134	106	117	81	68	59	32	34	28	22	12	9	13	16	43	10	9	10	37	28	8
Current vs Previous %	-41%	-41%	-43%	-42%	-46%	-43%	-43%	-47%	-50%	-39%	-44%	-24%	-15%	-23%	-10%	17%	12%	-26%	-36%	0%	-48%	-48%	-46%	-46%	8%	-2%
2019	190	206	219	202	171	121	78	87	73	74	56	48	27	32	26	18	8	6	5	6	24	3	4	10	34	17
Current vs 2019 %	-6%	-12%	-21%	-26%	-36%	-37%	-23%	-29%	-44%	-44%	-41%	-49%	6%	-33%	-22%	-19%	39%	77%	115%	632%	-79%	37%	37%	94%	-12%	-57%

Revenue (USD)

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	1,241,990	1,242,128	1,190,288	1,031,449	763,567	538,031	421,331	434,424	288,297	292,977	230,432	165,928	182,596	135,036	126,996	91,941	64,668	60,539	63,151	266,302	30,449	28,853	31,382	119,840	166,143	36,872
Previous Year	1,663,611	1,650,279	1,603,661	1,305,219	1,023,789	636,247	499,046	584,918	378,232	311,610	265,281	140,143	139,929	113,150	87,387	47,100	36,591	52,825	64,085	208,738	35,299	33,555	37,087	168,820	140,430	26,982
Current vs Previous %	-25%	-25%	-26%	-21%	-25%	-15%	-16%	-26%	-24%	-6%	-13%	18%	30%	19%	45%	95%	77%	15%	-1%	28%	-14%	-14%	-15%	-29%	18%	37%
2019	1,123,502	1,187,749	1,257,346	1,107,695	871,877	620,435	393,468	436,097	270,468	258,204	199,155	178,353	115,438	120,999	98,022	71,216	28,482	19,802	16,058	19,414	87,274	11,714	13,427	35,917	134,973	57,973
Current vs 2019 %	11%	5%	-5%	-7%	-12%	-13%	7%	0%	7%	13%	16%	-7%	58%	12%	30%	29%	127%	206%	293%	1272%	-65%	146%	134%	234%	23%	-36%

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Previous Year	Jul 12, 2021	Jul 19, 2021	Jul 26, 2021	Aug 02, 2021	Aug 09, 2021	Aug 16, 2021	Aug 23, 2021	Aug 30, 2021	Sep 06, 2021	Sep 13, 2021	Sep 20, 2021	Sep 27, 2021	Oct 04, 2021	Oct 11, 2021	Oct 18, 2021	Oct 25, 2021	Nov 01, 2021	Nov 08, 2021	Nov 15, 2021	Nov 22, 2021	Nov 29, 2021	Dec 06, 2021	Dec 13, 2021	Dec 20, 2021	Dec 27, 2021	Jan 03, 2022
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Supply (Nights)

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Current Year	6,913	6,878	6,902	6,903	6,988	7,018	7,022	7,038	7,059	7,025	6,993	6,785	6,352	6,360	6,375	6,330	6,190	6,165	6,126	6,113	6,138	6,100	6,117	6,042	5,490	4,954
Previous Year	5,445	5,389	5,300	5,108	5,020	4,764	4,722	4,988	4,650	4,571	4,505	4,344	4,121	4,085	3,959	3,794	3,919	4,006	3,987	4,799	3,715	3,710	3,901	4,615	5,006	3,543
Current vs Previous %	27%	28%	30%	35%	39%	47%	49%	41%	52%	54%	55%	56%	54%	56%	61%	67%	58%	54%	54%	27%	65%	64%	57%	31%	10%	40%
2019	5,901	5,764	5,733	5,474	5,106	5,113	5,027	4,999	3,713	3,493	3,584	3,708	4,237	3,807	3,821	3,948	3,778	3,576	3,346	3,263	3,638	3,383	3,573	3,519	3,937	3,360
Current vs 2019 %	17%	19%	20%	26%	37%	37%	40%	41%	90%	101%	95%	83%	50%	67%	67%	60%	64%	72%	83%	87%	69%	80%	71%	72%	39%	47%

Demand (Nights)

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	3,525	3,328	3,101	2,721	2,106	1,572	1,185	1,221	923	931	793	593	576	422	401	280	167	184	174	603	100	82	106	338	417	108
Previous Year	4,482	4,490	4,316	3,165	2,465	1,612	1,273	1,432	999	836	775	454	445	350	263	177	130	177	180	524	108	94	99	416	398	80
Current vs Previous %	-21%	-26%	-28%	-14%	-15%	-2%	-7%	-15%	-8%	11%	2%	31%	29%	21%	52%	58%	28%	4%	-3%	15%	-7%	-13%	7%	-19%	5%	35%
2019	3,659	3,838	4,049	3,420	2,679	1,934	1,282	1,349	939	861	736	624	500	507	404	328	136	98	87	100	313	58	66	136	399	182
Current vs 2019 %	-4%	-13%	-23%	-20%	-21%	-19%	-8%	-9%	-2%	8%	8%	-5%	15%	-17%	-1%	-15%	23%	88%	100%	503%	-68%	41%	61%	149%	5%	-41%

Occupancy Rate

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	51%	48%	45%	39%	30%	22%	17%	17%	13%	13%	11%	9%	9%	7%	6%	4%	3%	3%	3%	10%	2%	1%	2%	6%	8%	2%
Previous Year	82%	83%	81%	62%	49%	34%	27%	29%	21%	18%	17%	10%	11%	9%	7%	5%	3%	4%	5%	11%	3%	3%	3%	9%	8%	2%
Current vs Previous %	-38%	-42%	-45%	-36%	-39%	-34%	-37%	-40%	-39%	-28%	-34%	-16%	-16%	-23%	-5%	-5%	-19%	-32%	-37%	-10%	-44%	-47%	-32%	-38%	-4%	-3%
2019	62%	67%	71%	62%	52%	38%	26%	27%	25%	25%	21%	17%	12%	13%	11%	8%	4%	3%	3%	3%	9%	2%	2%	4%	10%	5%
Current vs 2019 %	-18%	-27%	-36%	-37%	-43%	-41%	-34%	-36%	-48%	-46%	-45%	-48%	-23%	-50%	-41%	-47%	-25%	9%	9%	222%	-81%	-22%	-6%	45%	-25%	-60%

Average Daily Rate

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	352	373	384	379	363	342	356	356	312	315	291	280	317	320	317	328	387	329	363	442	304	352	296	355	398	341
Previous Year	371	368	372	412	415	395	392	408	379	373	342	309	314	323	332	266	281	298	356	398	327	357	375	406	353	337
Current vs Previous %	-5%	2%	3%	-8%	-13%	-13%	-9%	-13%	-18%	-16%	-15%	-9%	1%	-1%	-5%	23%	38%	10%	2%	11%	-7%	-1%	-21%	-13%	13%	1%
2019	307	309	311	324	325	321	307	323	288	300	271	286	231	239	243	217	209	202	185	194	279	202	203	264	338	319
Current vs 2019 %	15%	21%	24%	17%	11%	7%	16%	10%	8%	5%	7%	-2%	37%	34%	31%	51%	85%	63%	97%	127%	9%	74%	46%	34%	18%	7%

RevPAR

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	180	181	172	149	109	77	60	62	41	42	33	24	29	21	20	15	10	10	10	44	5	5	5	20	30	7
Previous Year	306	306	303	256	204	134	106	117	81	68	59	32	34	28	22	12	9	13	16	43	10	9	10	37	28	8
Current vs Previous %	-41%	-41%	-43%	-42%	-46%	-43%	-43%	-47%	-50%	-39%	-44%	-24%	-15%	-23%	-10%	17%	12%	-26%	-36%	0%	-48%	-48%	-46%	-46%	8%	-2%
2019	190	206	219	202	171	121	78	87	73	74	56	48	27	32	26	18	8	6	5	6	24	3	4	10	34	17
Current vs 2019 %	-6%	-12%	-21%	-26%	-36%	-37%	-23%	-29%	-44%	-44%	-41%	-49%	6%	-33%	-22%	-19%	39%	77%	115%	632%	-79%	37%	37%	94%	-12%	-57%

Revenue (USD)

	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 1
Current Year	1,241,990	1,242,128	1,190,288	1,031,449	763,567	538,031	421,331	434,424	288,297	292,977	230,432	165,928	182,596	135,036	126,996	91,941	64,668	60,539	63,151	266,302	30,449	28,853	31,382	119,840	166,143	36,872
Previous Year	1,663,611	1,650,279	1,603,661	1,305,219	1,023,789	636,247	499,046	584,918	378,232	311,610	265,281	140,143	139,929	113,150	87,387	47,100	36,591	52,825	64,085	208,738	35,299	33,555	37,087	168,820	140,430	26,982
Current vs Previous %	-25%	-25%	-26%	-21%	-25%	-15%	-16%	-26%	-24%	-6%	-13%	18%	30%	19%	45%	95%	77%	15%	-1%	28%	-14%	-14%	-15%	-29%	18%	37%
2019	1,123,502	1,187,749	1,257,346	1,107,695	871,877	620,435	393,468	436,097	270,468	258,204	199,155	178,353	115,438	120,999	98,022	71,216	28,482	19,802	16,058	19,414	87,274	11,714	13,427	35,917	134,973	57,973
Current vs 2019 %	11%	5%	-5%	-7%	-12%	-13%	7%	0%	7%	13%	16%	-7%	58%	12%	30%	29%	127%	206%	293%	1272%	-65%	146%	134%	234%	23%	-36%

Attachment: Handout on Monthly Pace - Madera County (13314 : Handouts from Departmental

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Public Hearing: Adopt the Fee Structure for County Service Area 1-M

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro); and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2022-23.

Annually a report is generated listing the Fees associated with County Service Area 1-M and the Fee report is placed on the Property Tax Roll Upon Board of Supervisors Approval. For Fiscal Year 2022-23 the Fees remain unchanged from the previous year. The Public Works Department is asking for Board Approval of the Fees and authorization for them to be placed on the Property Tax Roll for Fiscal Year 2022-23.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 13, 2021 per Resolution 2021-41 the Board approved the FY21-22 fee structure for Lake Don Pedro Service District.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action in authorizing the fees would cause the non-collection of fees required for continuing to provide off-season fire protection in the Lake Don Pedro Service District.

ATTACHMENTS:
Resolution - CSA 1-M (DOC)
Public Hearing Notice - CSA 1-M (DOC)
CEQA Form - Notice of Exemption CSA 1-M (PDF)
Exihibt 'A' CSA 1M(PDF)

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

MARIPOSA COUNTY

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA 1-M.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2022-2023, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit “A” which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2022-2023.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Keith Williams, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1-M
(Lake Don Pedro off-season Fire Protection)

On Tuesday, July 12, 2022, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1-M (Lake Don Pedro off-season fire protection). The fees are to be placed on the property tax roll for fiscal year 2022-23.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

Attachment: Public Hearing Notice - CSA 1-M (CSA1M-2022-5 : Public Hearing: Adopt the Fee Structure for County Service Area 1-M)

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Title: County Service Area 1-M Authorized Fees

Project Location-Specific: Mariposa County and Lake Don Pedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

☐ Ministerial (Sec. 21080-(b) (8); 15268);
☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
X Categorical Exemption. State type and section number: Section 15301
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** 209-966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
X Yes ☐ No

Signature: _____ Date: 4/22/22
Title: Director Public Works

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

Attachment: CEQA Form - Notice of Exemption CSA 1-M (CSA1M-2022-5 : Public Hearing: Adopt the Fee Structure for County Service Area 1-M)

EXHIBIT "A"
COUNTY SERVICE AREA 1-M
TO BE PLACED ON TAX ROLL FISCAL YEAR 2022-23

CSA NAME	ADDRESS*	SERVICE	22-23 FEE
County Service Area 1-M		Off-Season Fire Protection	
Location: Lake Don Pedro			
Developed Lots			$60.00
Undeveloped Lots			$12.00

Attachment: Exihibt 'A' CSA 1M (CSA1M-2022-5 : Public Hearing: Adopt the Fee Structure for County Service Area 1-M)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve CMAQ Exchange with Metropolitan Transportation Commission

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RECOMMENDED ACTION AND JUSTIFICATION:
Approve a Letter of Understanding for the Exchange of $1,540,782 in Congestion Mitigation Air Quality Improvement (CMAQ) Funds with the Metropolitan Transportation Commission (MTC); and Authorize the LTC Executive Director to Sign the Letter of Understanding.

CMAQ is a federal program for projects or programs that contribute to the attainment of air quality standards. The funds can be used for a variety of projects such as sidewalks and bike lanes. MCLTC receives approximately $160,000 each year. The annual allocation is not enough to construct a meaningful project, so the funds are rolled over. However, AB1012 sets a three-year period of availability so MCLTC periodically exchanges the funds with larger partners who can use the funds immediately and exchange with new funds that won't expire for another 3 years.

Approving this action will avoid the loss of $1,045,627 in CMAQ apportionment subject to reprogramming on November 1, 2022 under AB1012 Timely Use of Funds provisions. In addition to the $1,045,627 slated for reprogramming, an additional $495,155 is proposed to be exchanged that hasn't expired yet to reset the clock on all the County's unobligated funds.

These funds will be used to pave gravel roads to reduce particulate matter.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 16, 2019, Resolution 2019-16 authorized an exchange of $647,898 with MTC.

On September 11, 2018, Resolution 2018-21 authorized an exchange of $381,600 with MTC.

On July 28, 2015, Resolution 2015-16 authorized an exchange of $161,313 with Calaveras Council of Governments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the County will lose $1,045,627.

Local Transportation Commission 2022-15

ATTACHMENTS:
Apportionment Status (PDF)
Letter of Understanding (PDF)

RESULT: **ADOPTED [3 TO 0]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
RECUSED: Miles Menetrey

Apportionment Status Report
CMAQ and RSTP
as of May 31, 2022

AB 1012
Balances entering the 3rd Year
(from FFY 2020*)
Rural Report Summary

*Previously referred to as Cycle 23

Region	CMAQ Unobligated 5/31/2022 Delivery Balance [1]	CMAQ Amount Subject to AB 1012 Reprogramming 11/01/2022 [2]	RSTP Unobligated 5/31/2022 Delivery Balance [1]	RSTP Amount Subject to AB 1012 Reprogramming 11/01/2022 [2]
Rural County Information:				
Alpine	-	-	-	-
Amador[3]	693,986	12	485,821	-
Calaveras	-	-	-	-
Colusa	-	-	-	-
Del Norte	-	-	-	-
El Dorado	-	-	-	-
Glenn	-	-	-	-
Humboldt	-	-	-	-
Imperial (SCAG)	4,949,333	1,483,755	5,829,968	667,709
Inyo	-	-	-	-
Lake	-	-	-	-
Lassen	-	-	-	-
Mariposa	1,540,782	1,045,627	(3)	-
Mendocino	-	-	-	-
Modoc	-	-	-	-
Mono	-	-	-	-
Nevada	-	-	1	-
Placer	-	-	-	-
Plumas	-	-	-	-
Shasta	-	-	-	-
Sierra	-	-	-	-
Siskiyou	-	-	-	-
Tehama	1,206,586	26	-	-
Trinity	-	-	-	-
Tuolumne[3]	1,368,821	-	-	-
Rural Combined Totals:	9,759,509	2,529,420	6,315,788	667,709

Footnotes:
Balances in the 3rd year (October 1, 2021) are subject to reprogramming on November 1, 2022. These balances include the Federal Fiscal Year (FFY) 2020 "Actual" apportionments (dated October 20, 2020), FFY 2021 "Actual" apportionments (dated November 5, 2021), and FFY 2022 "Estimated" apportionments (dated December 13, 2021][CMAQ] and December 9, 2021 [STBGP]).

[1] Indicates all apportionments not yet obligated.

[2] Totals reflect balances in the third year.

[3] Due to the 2015 Ozone factor, these Regions are back in non-attainment areas at the beginning of FFY 2019, and consequently receive FFY 2020 and future FFYs CMAQ funding. These Regions were previously in air quality attainment as of the beginning of FFY 2016 and did not receive CMAQ funding.

Attachment: Apportionment Status (LTC-2022-15 : Approve CMAQ Exchange with Metropolitan Transportation Commission)

METROPOLITAN TRANSPORTATION COMMISSION

June 28, 2022

Dee Lam, Chief
Division of Local Assistance
Caltrans
P.O. Box 942873 MS-1
Sacramento, CA 94273-0001

RE: Letter of Understanding between the Mariposa County Local Transportation Commission and the Metropolitan Transportation Commission for federal apportionment exchange

Dear Division Chief Lam:

This letter constitutes our understanding of an exchange of Congestion Mitigation and Air Quality Improvement Program (CMAQ) apportionment between the Mariposa County Local Transportation Commission (MCLTC) and the Metropolitan Transportation Commission (MTC).

This letter is to formalize the exchange of $1,540,782 in CMAQ apportionment from MCLTC effective July 1, 2022, with an equivalent amount of FFY 2022-23 CMAQ apportionment from MTC effective October 1, 2022.

MCLTC currently has a balance of CMAQ apportionment subject to reprogramming on November 1, 2022 under the Assembly Bill 1012 Timely Use of Funds provisions. To avoid the loss of this apportionment balance, MCLTC requests to exchange its CMAQ fund balance of $1,540,782, for an equal amount of CMAQ funds from MTC, to be transferred on October 1, 2022.

This Letter of Understanding sets forth the MTC and the MCLTC intent for the use of the identified CMAQ apportionment, and requests Caltrans to adjust each region's apportionment balance as appropriate. This exchange benefits MCLTC by preventing the region's loss of federal fund apportionments, while providing MTC with additional capacity to deliver CMAQ projects sooner. We are relying on our understanding that this exchange is allowed per Caltrans' Obligation Authority Management Policy.

This action is consistent with MTC Resolution No. 4202, Revised, which delegates authority to the MTC Executive Director to enter into letters of understanding to exchange federal apportionment, so long as the amount does not exceed $2 million.

This Letter of Understanding will be in effect for a one-time exchange of CMAQ funds through October 1, 2022.

We appreciate this opportunity to exchange federal fund apportionment and support our transportation partners. If you have questions, please contact Shannon Hansen, Executive

Attachment: Letter of Understanding (LTC-2022-15 : Approve CMAQ Exchange with Metropolitan Transportation Commission)

Director MCLTC at (209) 966-5356 or Kenneth Kao, MTC's Assistant Director of Funding Policy and Programs, at (415) 778-6768.

Sincerely,

Shannon Hansen
Executive Director, MCLTC

Sincerely,

Therese W. McMillan
Executive Director, MTC

Attachment: Letter of Understanding (LTC-2022-15 : Approve CMAQ Exchange with Metropolitan Transportation Commission)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Public Finance Corporation Annual Meeting FY23

RECOMMENDED ACTION AND JUSTIFICATION:

Conduct annual meeting of the Mariposa County Public Finance Corporation.

The Board of Supervisors sits as the Board of Directors of the Mariposa County Public Finance Corporation. The board chair serves as president of the Corporation; the vice chair as vice president; the county administrative officer as executive director; the clerk of the board as secretary; the county treasurer as corporation treasurer; and county counsel as legal counsel to the Corporation.

AGENDA

I. Call to Order
II. Roll Call
III. Reading of the Meeting Notice
IV. Public Comment
V. Approve the Minutes of May 18, 2021
VI. Approve the Minutes of March 15, 2022
VII. Report of Activities
  a) Composting Facility
VIII. Unfinished Business
IX. New Business
  a) Rescind the March 15, 2022, appointments of chair and vice chair. These positions are designated to the Board of Supervisors Chair and Vice-Chair in the bylaws.
  b) Rescind Resolution 1997-02; and adopt a new resolution establishing the first board of supervisors meeting in July and the board chambers as the time and place for regular meetings
X. Adjourn

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Public Finance Corporation was established on July 1, 1997. An annual meeting is required per the bylaws of the corporation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Corporation will be out of compliance with its legal requirements.

Mariposa County Public Finance

ATTACHMENTS:
Public Finance Corp Bylaws - 1997 (PDF)
Public Finance Corp Meeting Resolution (DOCX)

RESULT: WITHDRAWN

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **AGENDA DATE:** 7-1-97 | **AGENDA ITEM NO.:** 6

DEPARTMENT: Public Works **By**: Michael D. Edwards, Public Works Director **Phone**: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes __ No X)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION:

Approve and adopt the following documents related to financing of the Government Center/Fleet Maintenance shop projects:

1. Resolution No. 97-1, A Resolution Adopting Bylaws;
2. Bylaws of the Corporation;
3. Resolution No. 97-2, A Resolution Appointing Time and Place of Regular Meetings;
4. Resolution No. 97-3, A Resolution Approving and Authorizing Execution and Filing of Exemption Application to State Franchise Tax Board;
5. Resolution No. 97-4, A Resolution Approving and Authorizing Execution and Filing of Various Federal Forms; and
6. Resolution No. 97-5, A Resolution Approving, Authorizing and Directing Execution of Certain Lease Financing Documents, and Authorizing and Directing Certain Actions With Respect Thereto.

See letter from bond counsel, David Oster, of Jones Hall, who will be present to address questions (Attachment #1).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously taken several actions related to application to the Rural Development Administration (RDA) for financing of these projects.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action; we will not be able to obtain the necessary financing as the RDA will not approve the closing of the loan.

COSTS: (X) Not Applicable

A. Budgeted current FY> $_____
B. Total anticipated Costs> $_____
C. Required additional funding> $_____
D. Internal transfers> $_____

COSTS: ( ) 4/5th Vote Required

A. Unanticipated revenues> $_____
B. Reserve for contingencies> $_____
C. Source description: >_____

Balance in Reserve Contingencies, If Approved:
$_____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

1. Letter from David Oster, Bond Counsel
2. Resolution No. 97-1
3. Bylaws of the Corporation
4. Resolution No. 97-2
5. Resolution No. 97-3
6. Resolution No. 97-4
7. Resolution No. 97-5

CLERK'S USE ONLY 97-1, 97-2, 97-3, 97-4, 97-5

Res. No.: PFC 97-1 Ord. No.: _____
Vote - Ayes: 4 Noes: _____
Absent: Reilly Abstained: _____
☒ Approved ☐ Denied
☐ Minute Order Attached ☐ No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office
Date:
ATTEST: _____
MARGIE WILLIAMS, Clerk of the Board
By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

✓ Recommended
_____ Not Recommended
_____ For Policy Determination
_____ Submitted with Comment
_____ Returned for Further Action

Comment: _____

C.A.O. Initials: _____

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-1

A RESOLUTION ADOPTING BYLAWS

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that the Bylaws of the Mariposa County Public Financing Corporation, in the form hereto attached and incorporated herein by reference, are hereby adopted and approved and shall stand as the Bylaws of this Corporation until valid amendment thereof.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

Robert K. Stewart
President
Board of Directors

[S E A L]

ATTEST:

Rhonda Scherf - Deputy
~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

BYLAWS

of the

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION

ARTICLE I

OFFICES AND SEAL

Section 1. Offices. The principal office of the Corporation for the transaction of business shall be Board of Supervisors Chambers, Courthouse, 5088 Bullion Street, Mariposa, California 95338. The Board of Directors may, however, fix and change from time to time the principal office from one location to another by noting the change of address in the minutes of the meeting of the Board of Directors at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these Bylaws.

Section 2. Seal. The Corporation shall have a seal, consisting of two (2) concentric circles with the words "Mariposa County Public Financing Corporation," with the date of incorporation of the Corporation.

ARTICLE II

DIRECTORS

Section 1. Powers. Subject to the limitations of the Articles of Incorporation of the Corporation, the terms of these Bylaws, and the laws of the State of California, the powers of the Corporation shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

Section 2. Number. The Corporation shall have five (5) Directors. Directors are collectively to be known as the Board of Directors. The number of Directors may be changed by a Bylaw or amendment thereof duly adopted by the Board of Directors.

Section 3. Selection, Tenure of Office and Vacancies. The individuals who act as the members of the Board of Supervisors (the "Board of Supervisors") of Mariposa County (the "County") shall constitute the Board of Directors of the Corporation, and each member of the Board of Supervisors shall be and remain a member of the Board of Directors of the Corporation for so long as such member remains a member of the Board of Supervisors.

Section 4. Compensation. Directors shall serve without compensation but each Director may be reimbursed his or her necessary and actual expenses, including travel incident to his or her services as Director, pursuant to resolution of the Board of Directors. Any Director may elect, however, to decline said reimbursement.

Section 5. Organizational Meetings. Immediately following the annual meeting of the Board of Directors or any special meeting of the Board of Directors at which Directors shall have been elected, the Directors shall meet for the purpose of organizing the Board, the election

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

of officers, if required, and the transaction of such business as may come before the meeting. Pending such organization meeting, all officers of the Corporation shall hold over, except any officer required by law or these Bylaws to be a Director and who does not qualify as a Director. A Director elected at such meeting of the Board of Directors shall forthwith become a member of the Board of Directors for purposes of such organization.

In the event such an organizational meeting shall not be held immediately following such meeting of the Board of Directors, it shall thereafter be held at the next regular meeting or at a special meeting and notice thereof shall be given in the manner provided in Section 7 of this Article II for notice of special meetings.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Board may fix by resolution from time to time; *provided, however*, that at least one regular meeting shall be held each year and such meetings shall, in all respects, conform to provisions of the Ralph M. Brown Act, being sections 54950 through 54961 of the Government Code of the State of California (the "Brown Act").

Section 7. Special Meetings. Special meetings of the Board of Directors shall be called, noticed and held in accordance with the provisions of section 54956 of the Brown Act.

Section 8. Quorum. A quorum shall consist of a majority of the members of the Board of Directors unless a greater number is expressly required by statute, by the Articles of Incorporation of the Corporation, or by these Bylaws. Every act or decision done or made by the vote of at least three (3) of the Directors present at a meeting duly held at which a quorum is present, shall be an act of the Board of Directors.

Section 9. Order of Business. The order of business at the regular meeting of the Board of Directors and, so far as possible, at all other meetings of the Board of Directors, shall be essentially as follows, except as otherwise determined by the Directors at such meeting:

(a) Report on the number of Directors present in person in order to determine the existence of a quorum.

(b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.

(c) Reading of unapproved minutes of previous meetings of the Board of Directors and the taking of action with respect to approval thereof.

(d) Presentation and consideration of reports of officers and committees.

(e) Unfinished business.

(f) New business.

(g) Adjournment.

Section 10. Resignation of Directors. Any Director of the Corporation may resign at any time by giving written notice to the President or to the Board of Directors; *provided, however*, in the event of such resignation, such Director's position shall remain vacant until a new member of the Board of Supervisors is elected to fill such Director's position. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

Section 11. Nonliability for Debts. The private property of the Directors shall be exempt from execution or other liability for any debts, liabilities or obligations of the Corporation and no Director shall be liable or responsible for any debts, liabilities or obligations of the Corporation.

Section 12. Indemnity by Corporation for Litigation Expenses of Officers, Directors and Employees.

(a) For the purposes of this section, "agent" shall mean any person who is or was a director, officer or employee of the Corporation.

(b) For the purposes of this section, "proceeding" shall mean any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) For the purposes of this section, "expenses" shall mean, without limitation, attorney fees and any expenses incurred in the defense of the proceeding.

(d) In the event any proceeding is brought against an agent of the Corporation, either alone or with others (other than an action by or in the name of the Corporation, an action brought under section 5233 of the California Corporations Code, or an action brought by the California Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful.

(e) In the event of a proceeding brought against an agent of the Corporation, either alone or with others, is brought by or in the right of the Corporation, or brought under section 5233 of the California Corporations Code, or brought by the California Attorney General for breach of any duty for any breach of duty relating to assets held in charitable trust, by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses actually and reasonably incurred if that person acted in good faith, in a manner that person believed to be in the best interest of the Corporation and with such care, including reasonably inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(f) Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified. The agent's obligation to reimburse may be unsecured and no interest shall be charged thereon.

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Vice President a Treasurer, a Secretary, an Executive Director and such other officers as the Board of Directors may appoint. The Corporation may also have, at the discretion of the Board of Directors, one or more Assistant or Deputy Secretaries and one or more Assistant Treasurers.

Section 2. Election of Officers. The Chair of the Board of Supervisors shall be the President of the Corporation. The Vice Chair of the Board of Supervisors shall be the Vice President of the Corporation. The County Administrative Officer shall be the Executive Director. The Clerk of the Board of Supervisors shall be Secretary of the Corporation. The Treasurer of the County shall be the Treasurer of the Corporation. The County Counsel shall serve as legal counsel to the Corporation.

Section 3. Subordinate Officers. The Board of Directors may elect or authorize the appointment of such other officers than those hereinabove mentioned as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws, or as the Board of Directors from time to time may authorize or determine.

Section 4. Removal of Officers. Any officer may be removed, either with or without cause, by a majority of the Directors then in office at any regular or special meeting of the Board, or, except in the case of an officer chosen by the Board of Directors, by any officers upon whom such power of removal may be conferred by the Board of Directors. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such office to any officers or to any Directors until such time as a successor for said office has been elected and appointed.

Section 5. President. The President shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board of Directors or be prescribed by the Bylaws.

The President shall also be the chief corporate officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall be *[ex officio]* member of all standing committees, and shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 6. Vice President. In the absence or disability of the President, the Vice President, shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as may from time to time be prescribed for him or her by the Board of Directors or by these Bylaws.

Section 7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board of Directors may order, of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings and the

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors of the Corporation, shall keep the corporate records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct amounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Directors. He or she shall disburse the funds of the Corporation as shall be ordered by the Board of Directors, shall render to the President and the Directors whenever they shall request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, shall take proper vouchers for all disbursements of the funds of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 9. Assistant Secretaries and Assistant Treasurers. The Assistant or Deputy Secretaries and the Assistant Treasurers in the order of their seniority as specified by the Directors shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such duties as the Board of Directors shall prescribe.

Section 10. Executive Director. The Executive Director shall be responsible for the day-to-day administration of the Corporation.

ARTICLE IV

OBJECTS AND PURPOSES

Section 1. Nature of Objects and Purposes. The business of the Corporation is to be operated and conducted in the promotion of its objects and purposes as set forth in Article II of its Articles of Incorporation.

Section 2. Dissolution. The Corporation may be dissolved by vote of the Directors, or by the action of the Board of Directors in accordance with the provisions of California law. Upon the dissolution of the Corporation, and after payment or provision for payment, all debts and liabilities, the assets of the Corporation shall be distributed to the County. If for any reason the County is unable or unwilling to accept the assets of the Corporation, said assets will be distributed to the Federal Government; to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established its tax-exempt status under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986.

Section 3. Merger. The Corporation may merge with other corporations organized solely for nonprofit purposes, qualified and exempt from Federal taxation pursuant to section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 and from State taxation, upon compliance with the provisions of California law relating to merger and consolidation.

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

ARTICLE V

GENERAL PROVISIONS

Section 1. Payment of Money, Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned by or held by the Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 2. Execution of Contracts. The Board of Directors, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 3. Fiscal Year. The fiscal year of the Corporation shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 4. Annual Audit. The affairs and financial condition of the Corporation shall be audited annually at the end of each fiscal year (as provided in Section 3 above) commencing with fiscal year 1996-1997 by an independent certified public accountant selected by the Board of Directors and a written report of such audit and appropriate financial statements shall be submitted to the Board of Directors prior to the next regular meeting of the Board of Directors of the Corporation following the completion of such audit. Additional audits may be authorized as considered necessary or desirable by the Board of Directors.

ARTICLE VI

EXEMPT ACTIVITIES

Notwithstanding any other provisions of these Bylaws, no Director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder as they now exist or as they may hereafter be amended.

ARTICLE VII

AMENDMENT TO BYLAWS

These Bylaws may be amended by majority vote of the Board of Directors.

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

ADOPTED by the Board of Directors of the Mariposa County Public Financing Corporation on July 1, 1997.

Rhonda Scherf - Deputy
Secretary

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Mariposa County Public Financing Corporation, a California nonprofit public benefit corporation; and

2. That the foregoing Bylaws constitute a full, true and correct copy of the Bylaws of said Corporation in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7th day of July, 1997.

Rhonda Scherf - Deputy
Secretary

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-2

A RESOLUTION APPOINTING TIME AND PLACE OF REGULAR MEETINGS

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation that the first Tuesday in July of each year at the hour of 9:00 a.m., or shortly thereafter, in the Board of Supervisors Chambers, Courthouse, 5088 Bullion Street, Mariposa, California, 95338, is hereby appointed as the time and place for the regular meeting of this Board pursuant to Article II, Section 6 of the Bylaws of this Corporation.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

Robert M. Stewart
President
Board of Directors

[S E A L]

ATTEST:

Rhonda Scherf - Deputy
~~MARGIE WILLIAMS,~~
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-3

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND FILING OF EXEMPTION APPLICATION TO STATE FRANCHISE TAX BOARD

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that certain Exemption Application to the State Franchise Tax Board (Form FTB 3500), is hereby approved and Jones Hall, A Professional Law Corporation, is hereby authorized to complete said Application and the Secretary is hereby authorized to execute said completed Application and directed to cause the filing of said Application with the State of California Franchise Tax Board.

BE IT FURTHER RESOLVED, that the Secretary of the Corporation be and is hereby designated the "person to contact" of this Corporation for purposes of the filing of Form No. FTB 3500.

BE IT FURTHER RESOLVED, that Form FTB 3520 (Power of Attorney) is hereby approved and that Jones Hall, A Professional Law Corporation, special counsel to the Corporation, is hereby authorized to complete said Form and the Secretary is authorized to execute said Form and is authorized to cause the appropriate filing of said Form.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST:

MARGIE WILLIAMS,
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-4

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND FILING OF VARIOUS FEDERAL FORM

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that Federal Forms Nos. 1024 (Application for Recognition of Exemption under section 501(c)(4)), 2848 (Power of Attorney), SS-4 (Application for Employer Identification Number) and 8718 (User Fee for Exempt Organization Determination Letter Request) are hereby approved and that Jones Hall, A Professional Law Corporation, special counsel to the Corporation, is hereby authorized to complete said Forms and the Secretary is authorized to execute said Forms and is authorized to cause the appropriate filing of said Forms.

BE IT FURTHER RESOLVED, that the Secretary of the Corporation be and is hereby designated the "person to contact" of this Corporation for purposes of the filing of Federal Form No. 1024.

* * * * * * * *

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST:

~~MARGIE WILLIAMS~~, - Deputy
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

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Corp Res

JH:DJO:brf

6/13/97

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-5

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the County of Mariposa (the "County") wishes to finance the construction and installation of a new County Government Center and a County Fleet-Heavy Equipment Maintenance Shop Building (collectively, the "Project"); and

WHEREAS, the County, working together with the Corporation, is proposing to proceed with a lease financing in order to provide permanent financing for the Project; and

WHEREAS, the documents below specified have been filed with the Corporation, and the Board, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby ORDERED AND DETERMINED, as follows:

Section 1. That the below-enumerated documents be and are hereby approved and the President, Vice-President or Treasurer, or an authorized representative of such persons (collectively, the "Authorized Official") is hereby authorized and directed to execute, and the Secretary of the Corporation is hereby authorized and directed to attest and affix the seal of the Corporation to such documents in substantially the form of documents on file with the Secretary of the Corporation, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Official, upon consultation with bond counsel, and whose execution thereof shall be conclusive evidence of approval of any such additions or changes:

(a) the Site Lease, dated as of July 1, 1997, by and between the County, as Lessor, and the Corporation, as Lessee;

(b) the Lease Agreement, dated as of July 1, 1997, by and between the Corporation, as Sublessor and the County, as Sublessee;

(c) the Trust Agreement, dated as of July 1, 1997, by and between the Corporation, the County and the County Auditor, as Trust Administrator (the "Trust Administrator") relating to the financing, and the execution and delivery of certificates of participation evidencing the direct, undivided fractional interests of the owners thereof in the installment payments to be made by the County under the Lease Agreement (the "Certificates of Participation");

(d) the Assignment Agreement, dated as of July 1, 1997, by and between the Corporation and the Trust Administrator, pursuant to which the Corporation will assign certain of its rights under the Lease Agreement, including its right to receive the respective installment payments, to the Trust Administrator.

Section 2. The President, the Vice-President, the Treasurer, the Secretary of the Corporation and any other later authorized officers of the Corporation, are hereby authorized and directed, for and in the name and on behalf of the Corporation, to do any and all things and take any and all actions, including execution and delivery of any and all assignments,

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to effect the purposes of this Resolution and the financing herein authorized..

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST: APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MEMORANDUM

To: Interested Parties

From: David J. Oster

Date: June 26, 1997

Re: County of Mariposa, County Government Center Financing

On July 1, 1997, the Mariposa County (the "County") Board of Supervisors and the Mariposa County Public Financing Corporation (the "Corporation") will each be asked to approve resolutions authorizing the lease financing of the County Government Center and the Fleet Maintenance Shop Building (together, the "Project"), through Certificates of Participation ("COPs") purchased by the U.S. Department of Agriculture, Rural Development.

COP financing involves the creation of a stream of revenue in which the purchaser of the COPs is entitled to share. In this case, the underlying structure will be a lease financing and the revenue to repay the COPs will be lease payments. It is therefore necessary for the County to enter into a Lease Agreement pursuant to which it will make lease payments in consideration of the use and possession of the Project. Since the County already has legal title to the property on which the Project will be built, it must first transfer an interest to the Corporation under the Site Lease. The way in which the lease payments are transferred from the Corporation to make payments on the COPs is by assignment pursuant to an Assignment Agreement.

To implement the foregoing, the resolutions approve execution of the following specific documents:

1). Site Lease. As current owner of the land on which the Project will be built, the County must first lease such land to the Corporation under the Site Lease. Under the Site Lease, the Corporation agrees to use the site for the sole purpose of financing the construction of the Project and leasing the site and the completed Project back to the County under the Lease Agreement, all for a nominal rent payment of $1.00 payable at closing.

2). Lease Agreement. Current with the execution and delivery of the Site Lease, the County leases the site and the completed Project back from the Corporation under a Lease Agreement. Under the Lease Agreement, the County agrees to pay semiannual

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

Attachment 1

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rent payments on June 15 and December 15 in each year, in an amount sufficient to pay debt service when due. The Corporation appoints the County as its agent for purposes of constructing the Project under the Lease Agreement.

3). Assignment Agreement. Under the Assignment Agreement, the Corporation assigns its rights under the Lease Agreement to the County Auditor, as Trust Administrator. As a result of such assignment, all of the Lease Payments payable by the County under the Lease Agreement will be paid directly to the Trust Administrator.

4). Trust Agreement. This document specifies all of the terms and conditions relating to the COPs, including the maturity schedule, payment provisions and prepayment provisions. All of the Lease Payments which are paid by the County to the Trust Administrator will be deposited into a Lease Payment Fund to be used to pay principal and interest represented by the COPs when due. Proceeds of the COPs will be used to pay costs of issuance and fund the Construction Fund. The Construction Fund will be held by the Trust Administrator and used to pay Project costs upon requisitions of the County.

DJO:brf

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

JUN 26 '97 09:32 AT&T FAX 9035FX P.3/3

MARIPOSA COUNTY PUBLIC FINANCE CORPORATION RESOLUTION NO. _____
A RESOLUTION APPOINTING TIME AND PLACE OF REGULAR MEETINGS

RESOLVED by the Board of Directors of the Mariposa County Public Financing Corporation that the regular meetings of this Board, pursuant to Article II, Section 6 of the Bylaws of this Corporation, will be held concurrently with the first regularly scheduled meeting of the Mariposa County Board of Supervisors in the month of July each year. Regular meetings will be held in the Board of Supervisors Chambers at 5100 Bullion Street in Mariposa, California, 95338.

PASSED and ADOPTED this 12th day of July, 2022, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

_____
Rosemarie Smallcombe, President

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

_____

Attachment: Public Finance Corp Meeting Resolution (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-417

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Public Hearing: to Consider Placing Delinquent User Fees on the FY22-23 Property Tax Roll

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RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Consider Authorizing and Directing staff to Place Delinquent User Fees on the FY22-23 Property Tax Roll.

California Government Code Section 25215.4 authorizes the ability for delinquent fees for services charged in Special Districts to be added to the property tax roll for collection. This method of collection has proven to be very successful when previous efforts to collect delinquent fees for services have been exhausted.

All the affected property owners have been sent a letter (attached) informing them of the public hearing and the past due amount we plan to add to their property tax bill. The notification gives delinquent property owners the opportunity to pay the amount owed and avoid having it added to the tax roll. Public Works staff prepares a final list of unpaid fees for the Auditor which takes into account any recent payment made by property owners.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Each year the Board has approved adding delinquent fees to the property tax roll. Resolution 2021-446 authorized delinquencies to be placed on the FY21-22 tax roll.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternative: Do not add the delinquent fees to the property tax roll and direct staff to use other collection methods.
Consequence: The risk of not collecting these debts reduces revenue for the districts which negatively impacts the ability to provide services and supplies which becomes an unfair consequence to other fee paying members of a particular district.

ATTACHMENTS:
FY22-23 Public Hearing Notice - Delinquent Fees for FY21-22 Tax Roll (DOC)
FY22-23 Letter to Customers (PDF)
Government Code Section 25215.5(b) (PDF)
FY22-23 Coulterville Users (PDF)
FY22-23 Don Pedro Users (PDF)

REF ID# 13113

FY22-23 Don Pedro Standby (PDF)
FY22-23 Mariposa Pines Users (PDF)
FY22-23 Mariposa Pines Standby (PDF)
FY22-23 Wawona Users (PDF)
FY22-23 Yosemite West Users (PDF)
FY22-23 Yosemite West Standby (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

PUBLIC HEARING NOTICE
Delinquent User Fees

On Tuesday, July 12, 2022 at 9:00am (or as soon there after as the matter can be heard) the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to hear the Report of Fiscal Year 21-22 Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona and Yosemite West, and to authorize the addition of delinquent fees to the Fiscal Year 2022-23 property tax roll for collection.

Any member of the general public may appear at the hearing and be heard or provide written input.

Information on the delinquent fees is available at the Public Works Department at 4639 Ben Hur Road, Mariposa, California.

Attachment: FY22-23 Public Hearing Notice - Delinquent Fees for FY21-22 Tax Roll (RES-2022-417 : Public Hearing: to Consider Placing

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship

Dear Property Owner:

On Tuesday, July 12, 2022 at 9:00am (or as soon thereafter as the matter can be heard) the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to hear the Report of Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona and Yosemite West, and to authorize the addition of delinquent fees to the appropriate property tax roll for collection.

Attached is a current listing of your account and the past due amount that we intend to place on your property tax bill. If you wish to prevent the past due balance from being added to the tax roll please make payment to Mariposa County for the amount due and mail or bring it to the Public Works Department at 4639 Ben Hur Road, Mariposa, CA 95338 by July 31, 2022.

Any questions pertaining to your account may be directed to Joy Hopper at (209) 966-5356.

Sincerely,

Shannon Hansen, Director
Public Works & Transportation

Attachment: FY22-23 Letter to Customers (RES-2022-417 : Public Hearing: to Consider Placing Delinquent User Fees on the FY22-23 Property

CALIFORNIA CODES
GOVERNMENT CODE
SECTION **25215-25215.7**

25215. Whenever the board determines that the amount of revenue available to a county service area or any of its zones is inadequate to meet the costs of operating and maintaining the services and facilities that the county service area provides, the board may raise revenues pursuant to this article or any other provision of law.

25215.1. The auditor shall allocate to each county service area its share of property tax revenue, if any, pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation **Code**.

25215.2. The board may levy special taxes pursuant to Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5. The special taxes shall be applied uniformly to all taxpayers or all real property within the county service area, except that unimproved property may be taxed at a lower rate than improved property.

25215.3. The board may levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution, including, but not limited to, benefit assessments levied pursuant to any of the following:

(a) The Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways **Code**).

(b) The Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways **Code**).

(c) The Municipal Improvement Act of 1913 (Division 12 (commencing with Section 10000) of the Streets and Highways **Code**).

(d) The Landscaping and Lighting Assessment Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways **Code**, notwithstanding Section 22501 of the Streets and Highways **Code**).

(e) Any other statutory authorization enacted on or after January 1, 2009.

25215.4. The board may, by resolution or ordinance, do any of the following:

(a) Establish user fees, rates, or other charges, provided that they are not property-related fees and charges, for the services and facilities that are not property related that the county service area provides.

(b) Provide for the collection and enforcement of those user fees, rates, and other charges in the same manner that the county collects and enforces user fees, rates, and charges for the services and facilities that the county provides.

Attachment: Government Code Section 25215.5(b) (RES-2022-417 : Public Hearing: to Consider Placing Delinquent User Fees on the FY22-23

25215.5. The board may, by resolution or ordinance, do any of the following:

(a) Impose property-related fees and charges for the property-related services that the county service area provides, subject to the requirements of Article XIII D of the California Constitution. If new, increased, or extended property-related fees and charges are proposed, the board shall comply with Section 53755.

(b) Provide for the collection and enforcement of those property-related fees and charges in the same manner that the county collects and enforces property-related fees and charges for the property-related services that the county provides, including, but not limited to, Article 4 (commencing with Section 5470) of Chapter 6 of Part 3 of Division 5 of the Health and Safety **Code.**

25215.6. (a) The board may charge standby charges for water, sewer, or water and sewer services pursuant to the Uniform Standby Charge Procedures Act (Chapter 12.4 (commencing with Section 54984) of Part 1 of Division 2 of Title 5).

(b) If the procedures set forth in the former Section 25210.77b as it read at the time a standby charge was established were followed, the board may, by resolution, continue to collect the charge in successive years at the same rate from the parcels within the county service area to which water or sewers are made available for any purpose by the county service area, whether the water or sewers are actually used or not. If new, increased, or extended assessments are proposed, the board shall comply with the notice, protest, and hearing procedures in Section 53753.

25215.7. Whenever a person installs any facilities including, but not limited to, facilities for sewer or water service, and the board determines that it is necessary that those facilities be constructed so that they can be used for the benefit of property within a county service area other than the property of the person installing the facilities, and the facilities are dedicated to the public or become the property of the county or the county service area, the board may by contract agree to reimburse that person for the cost of the installation of those facilities. This contract may provide that the board may collect a reasonable fee or charge from any person using those facilities for the benefit of property not owned by the person who installed the facilities.

Attachment: Government Code Section 25215.5(b) (RES-2022-417 : Public Hearing: to Consider Placing Delinquent User Fees on the FY22-23

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	COULTERVILLE DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
002-010-017-0	$278.52	$2.00	$280.52	945	Hancock, Joe	10000004	$0.00
002-050-037-0	$2,741.98	$2.00	$2,743.98	945	Evangelho, Fernando	10000013	$0.00
002-010-016-0	$278.52	$2.00	$280.52	945	Hancock, Joe	10000023	$0.00
002-010-002-0	$1,010.52	$2.00	$1,012.52	945	Canto,Paul	10000034	$0.00
002-040-027-0	$62.26	$2.00	$64.26	945	Spahn, Joseph	10000042	$0.00
002-220-001-0	$11,259.14	$2.00	$11,261.14	945	Yosemite Gold County	10000046	$0.00
002-210-007-0	$1,308.12	$2.00	$1,310.12	945	Sargent, Joella	10000051	$0.00
002-050-004-0	$1,192.68	$2.00	$1,194.68	945	Yosemite Gold Taqueria	10000068	$0.00
002-040-011-0	$1,353.40	$2.00	$1,355.40	945	Black, Bill	10000070	$0.00
002-040-046-0	$1,308.12	$2.00	$1,310.12	945	Clark, John	10000071	$0.00
002-040-051-0	$682.56	$2.00	$684.56	945	Baisdon, Linda	10000089	$0.00
002-050-003-0	$209.00	$2.00	$211.00	945	Husted, Shirley	10000011	$0.00
002-060-002-0	$272.80	$2.00	$274.80	945	Kelly, Marilyn	10000014	$0.00
002-020-004-0	$524.60	$2.00	$526.60	945	Morey, Melynda	10000028	$0.00
002-020-027-0	$211.90	$2.00	$213.90	945	Kelly, Marilyn	10000090	$0.00
002-040-034-0	$317.20	$2.00	$319.20	945	Glessing, John	10000042	$0.00
002-030-003-0	$409.20	$2.00	$411.20	945	A&A 21 Propert Inv.	10000043	$0.00
002-030-004-0	$409.20	$2.00	$411.20	945	A&A 21 Propert Inv.	10000044	$0.00
002-040-010-0	$263.00	$2.00	$265.00	945	Zimmerman, Jennifer	10000052	$0.00
002-160-008-0	$659.98	$2.00	$661.98	945	Parks, Jonathon	10000078	$0.00

Total Entity 945	$24,752.70	$40.00	$24,792.70	945

Attachment: FY22-23 Coulterville Users (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT Collected
021-280-001-0	$413.38	$2.00	$415.38	950	Merchant, William	50000013	
021-290-001-0	$134.34	$2.00	$136.34	950	Prophet, Jason	50000014	
021-300-002-0	$364.94	$2.00	$366.94	950	Gonzales, Saul	50000026	
021-300-006-0	$100.78	$2.00	$102.78	950	Kuhns, Ronald	50000029	
021-290-006-0	$269.32	$2.00	$271.32	950	Azevedo, Luis	50000036	
021-210-032-0	$413.38	$2.00	$415.38	950	Machado, Cody	50000045	
021-250-006-0	$413.38	$2.00	$415.38	950	Palomino, Cora	50000087	
021-260-015-0	$413.38	$2.00	$415.38	950	Cobarrubia, Kammy	50000114	
021-300-019-0	$50.54	$2.00	$52.54	950	Cogley, Randy	50000171	
021-290-028-0	$413.38	$2.00	$415.38	950	Espinoza, Jose	50000234	
021-390-009-0	$413.38	$2.00	$415.38	950	Carrillo, Raquel	50000257	
021-390-008-0	$413.38	$2.00	$415.38	950	Watson,Epiphany	50000258	
021-380-044-0	$83.50	$2.00	$85.50	950	Machado, Travis	50000266	
021-390-005-0	$413.38	$2.00	$415.38	950	Mays, April	50000269	

Total Entity 950	**$4,310.46**	**$28.00**	**$4,338.46**	**950**

Attachment: FY22-23 Don Pedro Users (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
1	021-210-031-0	$36.10	$2.00	$38.10	951	LAM, CHIU HUNG	50000044	$0.00
2	021-230-004-0	$36.10	$2.00	$38.10	951	BANK OF AMERICA	50000049	$0.00
3	021-230-005-0	$36.10	$2.00	$38.10	951	PONTELO, WILLIAM	50000050	$0.00
4	021-230-017-0	$36.10	$2.00	$38.10	951	STANFFORD, LINDA	50000051	$0.00
5	021-230-019-0	$36.10	$2.00	$38.10	951	VELAZQUEZ, VERONICA	50000052	$0.00
6	021-230-009-0	$36.10	$2.00	$38.10	951	REINHART, KIMBERLY	50000054	$0.00
7	021-240-008-0	$36.10	$2.00	$38.10	951	TRUJILLO, MICHAEL	50000066	$0.00
8	021-240-011-0	$36.10	$2.00	$38.10	951	DELA CUADRA, ROBERT	50000069	$0.00
9	021-240-017-0	$36.10	$2.00	$38.10	951	NGUYEN, DZUNGA/THU	50000074	$0.00
10	021-240-018-0	$36.10	$2.00	$38.10	951	MOUNTAIN RETREAT CC	50000075	$0.00
11	021-240-019-0	$36.10	$2.00	$38.10	951	MALEK-ZADEH, JACOB	50000076	$0.00
12	021-240-021-0	$36.10	$2.00	$38.10	951	NVISION CAPITAL ADVISORS	50000078	$0.00
13	021-240-022-0	$36.10	$2.00	$38.10	951	TRAN, MINH/ PHAM, KIM	50000079	$0.00
14	021-250-002-0	$36.10	$2.00	$38.10	951	QUEROL, RAMON, FE C	50000083	$0.00
15	021-250-003-0	$36.10	$2.00	$38.10	951	GATCHALIAN, ERWIN / MITZIGAIL	50000084	$0.00
16	021-250-007-0	$36.10	$2.00	$38.10	951	RAMON, JORGE	50000088	$0.00
17	021-250-013-0	$36.10	$2.00	$38.10	951	REINHART, KIMBERLY	50000092	$0.00
18	021-250-016-0	$36.10	$2.00	$38.10	951	KULCSAR, TERESITA PAYUMO	50000093	$0.00
19	021-250-017-0	$36.10	$2.00	$38.10	951	VILORIA, FLORENTINO / LILLIA	50000094	$0.00
20	021-250-016-0	$36.10	$2.00	$38.10	951	KIMBERLY, ALBERTARIO	50000095	$0.00
21	021-250-022-0	$36.10	$2.00	$38.10	951	CONSOLIDATED RELIANCE INC	50000098	$0.00
22	021-250-024-0	$36.10	$2.00	$38.10	951	ARQUERO, ARNULFO / PILAR	50000099	$0.00
23	021-250-025-0	$36.10	$2.00	$38.10	951	SANCHEZ JR. TRUST, AUDON	50000100	$0.00
24	021-260-002-0	$36.10	$2.00	$38.10	951	PEREIRA, MARICHU ANN B	50000101	$0.00
25	021-260-003-0	$36.10	$2.00	$38.10	951	MARINAS, JOSEPH E.	50000102	$0.00

Attachment: FY22-23 Don Pedro Standby (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
26	021-260-005-0	$36.10	$2.00	$38.10	951	HERNANDEZ, JOSE / REBECCA	50000104	$0.00
27	021-260-006-0	$36.10	$2.00	$38.10	951	HAZLEY, EUGENE / NERISSA	50000105	$0.00
28	021-260-009-0	$36.10	$2.00	$38.10	951	NOBLE, REMIGIO/ERMELINDA	50000108	$0.00
29	021-260-012-0	$36.10	$2.00	$38.10	951	CONUI, MADELEINE	50000111	$0.00
30	021-260-014-0	$36.10	$2.00	$38.10	951	HERRADURA, PRUDENCIO / LOLITA	50000113	$0.00
31	021-260-018-0	$36.10	$2.00	$38.10	951	YAMATE, MINORU & EMIKO	50000117	$0.00
12	021-260-025-0	$36.10	$2.00	$38.10	951	IBARRA, CARMELITA	50000124	$0.00
33	021-270-001-0	$36.10	$2.00	$38.10	951	MARTINEZ, TITO	50000125	$0.00
34	021-270-002-0	$36.10	$2.00	$38.10	951	CHAVEZ, FRANCISCO	50000126	$0.00
35	021-280-009-0	$36.10	$2.00	$38.10	951	STEAGALL, FRED	50000143	$0.00
36	021-290-005-0	$36.10	$2.00	$38.10	951	HOPKINS, DEAN/LORRAIN	50000145	$0.00
37	021-290-007-0	$36.10	$2.00	$38.10	951	MITCHELL, DAVID & EDITH	50000146	$0.00
38	021-290-017-0	$36.10	$2.00	$38.10	951	JUNE, JENNIFER	50000152	$0.00
39	021-290-020-0	$36.10	$2.00	$38.10	951	SCHUHMANN, MELANIE	50000153	$0.00
40	021-290-026-0	$36.10	$2.00	$38.10	951	KUENG, SHANNON	50000157	$0.00
41	021-290-027-0	$36.10	$2.00	$38.10	951	JOHNSTON, ELAINE	50000158	$0.00
42	021-300-005-0	$36.10	$2.00	$38.10	951	HERENCIA DE AMERICA FOUNDATION	50000159	$0.00
43	021-300-008-0	$36.10	$2.00	$38.10	951	GUZMAN, JOHNATHAN	50000161	$0.00
44	021-310-001-0	$36.10	$2.00	$38.10	951	MEDINA, MARGARITA	50000184	$0.00
45	021-310-002-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000185	$0.00
46	021-310-004-0	$36.10	$2.00	$38.10	951	PORTER, PEGGY	50000187	$0.00
47	021-310-007-0	$36.10	$2.00	$38.10	951	GUEVARA, PATRICIA	50000189	$0.00
48	021-310-008-0	$36.10	$2.00	$38.10	951	BRADY, DARRELL & JOANN	50000190	$0.00
49	021-310-010-0	$36.10	$2.00	$38.10	951	DARA INVESTMENT CO	50000192	$0.00
50	021-310-011-0	$36.10	$2.00	$38.10	951	CORIA, SERGIO / SAN JUANITA	50000193	$0.00
51	021-310-014-0	$36.10	$2.00	$38.10	951	SANTANA, MOSES	50000196	$0.00

Attachment: FY22-23 Don Pedro Standby (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
52	021-310-017-0	$36.10	$2.00	$38.10	951	CARRILLO, RAFAEL	50000199	$0.00
53	021-310-022-0	$36.10	$2.00	$38.10	951	VELAZQUEZ, VERONICA	50000204	$0.00
54	021-310-023-0	$36.10	$2.00	$38.10	951	MEDINA, EDUVIGES	50000205	$0.00
55	021-360-001-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000215	$0.00
56	021-370-042-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000221	$0.00
57	021-370-043-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000222	$0.00
58	021-370-044-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000223	$0.00
59	021-370-045-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000224	$0.00
60	021-370-046-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000225	$0.00
61	021-370-047-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000226	$0.00
62	021-370-048-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000227	$0.00
63	021-370-049-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000228	$0.00
64	021-370-050-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000229	$0.00
65	021-370-051-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000230	$0.00
67	021-380-002-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000232	$0.00
68	021-360-002-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000235	$0.00
69	021-360-003-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000236	$0.00
70	021-360-004-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000237	$0.00
71	021-360-005-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000238	$0.00
72	021-360-006-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000239	$0.00
73	021-360-007-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000240	$0.00
74	021-360-008-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000241	$0.00
75	021-360-009-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000242	$0.00
76	021-360-011-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000243	$0.00
77	021-370-003-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000244	$0.00
78	021-370-004-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000245	$0.00

Attachment: FY22-23 Don Pedro Standby (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
79	021-370-015-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000246	$0.00
80	021-370-016-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000247	$0.00
81	021-380-006-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000248	$0.00
82	021-380-007-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000249	$0.00
83	021-370-025-0	$36.10	$2.00	$38.10	951	OPP, DEENA	50000251	$0.00
84	021-370-026-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000252	$0.00
85	021-370-027-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000253	$0.00
86	021-370-028-0	$36.10	$2.00	$38.10	951	BERCILLA, ALFREDI / VESTA	50000254	$0.00
87	021-370-029-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000255	$0.00
88	021-360-024-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000273	$0.00
89	021-360-025-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000274	$0.00
90	021-360-026-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000275	$0.00
91	021-360-027-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000276	$0.00
92	021-370-038-0	$36.10	$2.00	$38.10	951	SHERIDAN, JAMES	50000277	$0.00
93	021-370-039-0	$36.10	$2.00	$38.10	951	SHERIDAN, JAMES	50000278	$0.00
94	021-370-040-0	$36.10	$2.00	$38.10	951	SHERIDAN, JAMES	50000279	$0.00
95	021-370-041-0	$36.10	$2.00	$38.10	951	SHERIDAN, JAMES	50000280	$0.00
96	021-370-052-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000281	$0.00
97	021-370-053-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000282	$0.00
98	021-380-021-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000283	$0.00
99	021-380-022-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000284	$0.00
100	021-380-023-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000285	$0.00
101	021-380-024-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000286	$0.00
102	021-380-025-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000287	$0.00
103	021-380-026-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000288	$0.00
104	021-380-027-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000289	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
105	021-380-028-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000290	$0.00
106	021-380-029-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000291	$0.00
107	021-380-030-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000292	$0.00
108	021-380-012-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000294	$0.00
109	021-380-011-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000295	$0.00
110	021-380-014-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000296	$0.00
111	021-380-013-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000297	$0.00
112	021-380-015-0	$36.10	$2.00	$38.10	951	REAL ESTATE FUND LLC	50000298	$0.00
113	021-380-016-0	$36.10	$2.00	$38.10	951	REAL ESTATE FUND LLC	50000299	$0.00
114	021-380-017-0	$36.10	$2.00	$38.10	951	REAL ESTATE FUND LLC	50000300	$0.00
115	021-380-018-0	$36.10	$2.00	$38.10	951	REAL ESTATE FUND LLC	50000301	$0.00
116	021-380-019-0	$36.10	$2.00	$38.10	951	REAL ESTATE FUND LLC	50000302	$0.00
117	021-380-020-0	$36.10	$2.00	$38.10	951	REAL ESTATE FUND LLC	50000303	$0.00
118	021-370-020-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000304	$0.00
119	021-370-021-0	$36.10	$2.00	$38.10	951	GLORIA ALCANTARA	50000305	$0.00
120	021-370-023-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000306	$0.00
121	021-370-024-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000307	$0.00
123	021-370-030-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000308	$0.00
124	021-370-031-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000309	$0.00
125	021-370-032-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000310	$0.00
126	021-370-033-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000311	$0.00
127	021-370-034-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000312	$0.00
128	021-370-035-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000313	$0.00
129	021-370-036-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000314	$0.00
130	021-370-037-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000315	$0.00
131	021-360-021-0	$36.10	$2.00	$38.10	951	DELEON, AZUCENA	50000316	$0.00

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
134	021-360-022-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000317	$0.00
135	021-360-023-0	$36.10	$2.00	$38.10	951	PORTER, THOMAS/PEGGY A	50000318	$0.00
136	021-380-010-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000319	$0.00
137	021-380-009-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000320	$0.00
138	021-380-008-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000321	$0.00
139	021-380-005-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000322	$0.00
140	021-380-004-0	$36.10	$2.00	$38.10	951	DUMPEL, HEDWIG	50000323	$0.00
141	021-380-001-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000325	$0.00
142	021-370-019-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000326	$0.00
143	021-370-018-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000327	$0.00
144	021-370-017-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000328	$0.00
145	021-370-014-0	$36.10	$2.00	$38.10	951	EBENEZER, DANIEL, MD	50000329	$0.00
146	021-370-013-0	$36.10	$2.00	$38.10	951	EBENEZER, DANIEL, MD	50000330	$0.00
147	021-370-012-0	$36.10	$2.00	$38.10	951	EBENEZER, DANIEL, MD	50000331	$0.00
148	021-370-011-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000332	$0.00
149	021-370-010-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000333	$0.00
150	021-370-009-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000334	$0.00
151	021-370-008-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000335	$0.00
152	021-370-007-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000336	$0.00
153	021-370-006-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000337	$0.00
154	021-370-005-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000338	$0.00
156	021-370-002-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000339	$0.00
157	021-370-001-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000340	$0.00
158	021-360-020-0	$36.10	$2.00	$38.10	951	EBENEZER, DANIEL, MD	50000341	$0.00
159	021-360-019-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000342	$0.00
160	021-360-018-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000343	$0.00

Attachment: FY22-23 Don Pedro Standby (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
161	021-360-017-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000344	$0.00
162	021-360-016-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000345	$0.00
163	021-360-015-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000346	$0.00
164	021-360-014-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000347	$0.00
165	021-360-013-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000348	$0.00
167	021-360-012-0	$36.10	$2.00	$38.10	951	DEERWOOD CORPORATION	50000349	$0.00

Total Entity 951	$5,812.10	$322.00	$6,134.10	**951**

Attachment: FY22-23 Don Pedro Standby (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	MARIPOSA PINES DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
009-100-031-0	$113.40	$2.00	**$115.40**	948	Bissmeyer, Benjamin	30000004	$0.00
009-110-006-0	$384.80	$2.00	**$386.80**	948	Helms III Etal, Edwin	30000014	$0.00
009-120-005-0	$68.16	$2.00	**$70.16**	948	Burley, Clarence A	30000020	$0.00

Total Entity 948	**$566.36**	**$6.00**	**$572.36**	**948**

Attachment: FY22-23 Mariposa Pines Users (RES-2022-417 : Public Hearing: to Consider Placing

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	MARIPOSA PINES STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
009-100-001-0	$36.10	$2.00	**$38.10**	948	TIERNEY, SEAN	30000023	$0.00
009-110-001-0	$36.10	$2.00	**$38.10**	948	BERES, B. JOHN	30000025	$0.00
009-120-008-0	$36.10	$2.00	**$38.10**	948	GIORGI, BALDO & JACQUELINE	30000027	$0.00
009-120-007-0	$36.10	$2.00	**$38.10**	948	BROWER, RANDY	30000028	$0.00

Total Entity 948	**$144.40**	**$8.00**	**$152.40**	**948**

Attachment: FY22-23 Mariposa Pines Standby (RES-2022-417 : Public Hearing: to Consider Placing

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	WAWONA DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
010-180-052-0	$299.16	$2.00	$301.16	955	Bassett, Shea	11000016	$0.00
010-190-015-0	$299.16	$2.00	$301.16	955	Dlegado, Benjamin	11000064	$0.00
010-510-035-0	$289.50	$2.00	$291.50	955	Dunn, Etal	11000071	$0.00
010-140-017-0	$289.50	$2.00	$291.50	955	Holmes, Elmer	11000108	$0.00
010-180-056-0	$289.50	$2.00	$291.50	955	Reed, Mark	11000209	$0.00
010-280-001-0	$99.40	$2.00	$101.40	955	Seiverson, Kimberly	11000215	$0.00

Total Entity 955	**$967.90**	**$8.00**	**$975.90**	**955**

Attachment: FY22-23 Wawona Users (RES-2022-417 : Public Hearing: to Consider Placing Delinquent

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
006-100-011-0	$616.66	$2.00	$618.66	947	Decristofaro, Andre	20000058	$0.00
006-080-073-0	$64.36	$2.00	$66.36	947	Robinson,Kirk	20000078	$0.00
006-130-018-0	$191.80	$2.00	$193.80	947	Hardy, Robert	20000274	$0.00

Total Entity 947	**$872.82**	**$6.00**	**$878.82**	**947**

Attachment: FY22-23 Yosemite West Users (RES-2022-417 : Public Hearing: to Consider Placing

SPECIAL DISTRICTS ASSESSMENTS: FY22-23

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
006-080-012-0	$187.52	$2.00	$189.52	946	GUY, KEITH	20000116	$0.00
006-080-013-0	$187.52	$2.00	$189.52	946	RODDEN, ELIZABETH	20000117	$0.00
006-080-054-0	$187.52	$2.00	$189.52	946	HIEM, RICHARD/JAMIE	20000141	$0.00
006-080-062-0	$187.52	$2.00	$189.52	946	HANSEN, TED	20000147	$0.00
006-090-004-0	$187.52	$2.00	$189.52	946	WOLF, BLESSED	20000156	$0.00
006-090-004-0	$187.52	$2.00	$189.52	946	MILANI-MOWEN, MICHELLE	20000168	$0.00
006-090-024-0	$187.52	$2.00	$189.52	946	BLACK, TR., JOHN / BEVERLY	20000169	$0.00
006-090-050-0	$187.52	$2.00	$189.52	946	SUMMIT PROPERTY	20000184	$0.00
006-090-054-0	$187.52	$2.00	$189.52	946	HAYNIE, REBECCA	20000187	$0.00
006-100-004-0	$187.52	$2.00	$189.52	946	ANSTEAD, NEIL	20000192	$0.00
006-100-006-0	$187.52	$2.00	$189.52	946	ANSTEAD, TR, NEIL / JUDITH	20000193	$0.00
006-100-008-0	$187.52	$2.00	$189.52	946	DECUIR, NORA	20000195	$0.00
006-100-012-0	$187.52	$2.00	$189.52	946	DECRISTOFARO, ANDRE	20000197	$0.00
006-100-013-0	$187.52	$2.00	$189.52	946	RAPP, JENNIFER	20000198	$0.00
006-100-014-0	$187.52	$2.00	$189.52	946	BLACK ETEL, GLORIA R.	20000199	$0.00
006-100-035-0	$187.52	$2.00	$189.52	946	VECCHI TRUST ETAL, NORMAN	20000215	$0.00
006-100-036-0	$187.52	$2.00	$189.52	946	RUTHERFORD, KEITH	20000216	$0.00
006-100-049-0	$187.52	$2.00	$189.52	946	CLUTTER, JOSEPH	20000222	$0.00
006-100-052-0	$187.52	$2.00	$189.52	946	ZIFFER, FREDJ./LORY L.	20000224	$0.00
006-100-056-0	$187.52	$2.00	$189.52	946	ANSTEAD, NEIL/JUDITH	20000228	$0.00
006-110-010-0	$187.52	$2.00	$189.52	946	HILLSIDE LLC	20000234	$0.00
006-110-011-0	$187.52	$2.00	$189.52	946	RUTHERFORD, KEITH	20000235	$0.00

Attachment: FY22-23 Yosemite West Standby (RES-2022-417 : Public Hearing: to Consider Placing

006-110-013-0	$187.52	$2.00	$189.52	946	MOORFIELD CONSULTING, LLC	20000236	$0.00
006-110-021-0	$187.52	$2.00	$189.52	946	CHONG, ALLEN	20000241	$0.00
006-120-003-0	$187.52	$2.00	$189.52	946	VERBECK, JOHN	20000249	$0.00
006-120-004-0	$187.52	$2.00	$189.52	946	VERBECK, JOHN	20000250	$0.00
006-120-009-0	$187.52	$2.00	$189.52	946	HOPKINS, JOHN	20000253	$0.00
006-120-011-0	$187.52	$2.00	$189.52	946	GROGAN, DAVID	20000254	$0.00
006-130-004-0	$187.52	$2.00	$189.52	946	GUANELI, SUSAN	20000267	$0.00
006-130-039-0	$187.52	$2.00	$189.52	946	Jaques, Alison	20000287	$0.00
006-130-046-0	$187.52	$2.00	$189.52	946	Jaques, Alison	20000292	$0.00
006-130-047-0	$187.52	$2.00	$189.52	946	Jaques, Alison	20000293	$0.00
006-120-031-0	$187.52	$2.00	$189.52	946	YF Real Estate	20000294	$0.00
006-090-050-0	$187.52	$2.00	$189.52	946	SUMMIT PROPERTY GROUP	20000300	$0.00

Total Entity 946	**$6,375.68**	**$68.00**	**$6,443.68**	**946**

Attachment: FY22-23 Yosemite West Standby (RES-2022-417 : Public Hearing: to Consider Placing

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-418

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Public Hearing: Adopt the Current Fee Structure for County Service Area No. 1

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: To Adopt the Current Fee Structure for Countywide County Service Area No. 1, Road Maintenance for Zones of Benefit, and authorize the fees to be placed on the property tax roll for fiscal year 2022-23.

Annually, a report is generated listing the fees associated with Countywide County Service Area No. 1. These fees are then placed on the property tax roll upon Board of Supervisors approval for the fiscal year indicated. Royal Oaks and Granite Springs both have price escalators and are represented in the attached EXHIBIT "A". All other rates remain the same.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 13, 2021 per Resolution 2021-413 the Board approved the FY2021-22 fee structure for Countywide County Service Area No. 1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action in authorization the fees would cause non-collection of the fees required to continue providing road maintenance services to the zones of benefit.

ATTACHMENTS:
Resolution - CSA NO 1 (DOC)
Public Hearing Notice - CSA No. 1 (DOC)
CEQA Form - Notice of Exemption CSA No. 1 (PDF)
Exhibit 'A' CSA No. 1 (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

REF ID# 13086

MARIPOSA COUNTY

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTYWIDE COUNTY SERVICE AREA NO. 1.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain Countywide County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2022-2023, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing Countywide County Service Area No. 1 it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

Attachment: Resolution - CSA NO 1 (RES-2022-418 : Public Hearing: Adopt the Current Fee Structure for County Service Area No. 1)

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit “A” which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting Countywide County Service Area No. 1 fees that are to be placed on the tax roll for fiscal year 2022-2023.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Keith Williams, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution - CSA NO 1 (RES-2022-418 : Public Hearing: Adopt the Current Fee Structure for County Service Area No. 1)

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1
(Road Maintenance Zones of Benefit)

On Tuesday, July 12, 2022, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1 (Road Maintenance Zones of Benefit). These fees are to be placed on the property tax roll for fiscal year 2022-23.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

Attachment: Public Hearing Notice - CSA No. 1 (RES-2022-418 : Public Hearing: Adopt the Current Fee Structure for County Service Area No. 1)

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Project Title: County Service Area No. 1 Authorized Fees

Project Location-Specific: Mariposa County and Lake DonPedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

- ☐ Ministerial (Sec. 21080-(b) (8); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: Section 15301
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** 209-966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
   X Yes ☐ No

Signature: _____ Date: 6/13/22
Title: Director Public Works

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

Attachment: CEQA Form - Notice of Exemption CSA No. 1 (RES-2022-418 : Public Hearing: Adopt the Current Fee Structure for County Service Area No.

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2022-23

CSA NAME	ADDRESS*	SERVICE	22-23 FEE
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Black Oak Ridge	All	Road Maintenance	$100.00
Lakeside Drive	5641		$100.00
Placer Lane	6331, 6334		$100.00
Whitlock Road	5830		$100.00
Broncho Hollow:		Road Maintenance	
Broncho Hollow Lane	4029, 4089		$61.24
Broncho Hollow Lane	4004		$122.50
Broncho Hollow Lane	3786 to 3984		$141.70
Deer Run	All		$185.48
Hidden Valley	All		$61.24
Indian Peak	3950		$61.24
Quail Run	All		$185.48
Quail Hollow	All		$185.48
Rocky Hollow	All		$61.24
Wildcat Springs	All		$185.48
Windy Hollow	All		$185.48
El Toro Road	All	Road Maintenance	$170.20
Hornitos Road	5425		$170.20
Greeley Hill Estates:		Road Maint & Water Tank	
Dogtown Road	All except 6363		$12.00
Dogtown Road	6363		$36.00
Dogtown Road	6408, 6410		$67.00
Ponderosa	All		$36.00
Quail Mine	All		$72.00
Texas Hill	All		$12.00
Jordan View	All	Road Maintenance	$10.00
Leichtlin Lane	All	Road Maintenance	$100.00
Little Bear Road	All	Road Maintenance	$346.50
Totokon	4338		$346.50
Miami Mountain		Snow Removal	
Apple Seed	1841		$25.00
Highway 49 South	1777		$25.00
Miami Meadow	2019		$25.00
Nutter Ranch	All		$25.00
Stage Coach	1740		$25.00
Millbrow Estates		Road Maintenance	
Millbrow	All		$110.00
Holtzel	10224, 10258		$110.00
Montana de Paz	All	Road Maintenance	$251.80
Pagala Springs	All	Road Maintenance	$355.44
Royal Oaks Estates		(See Exhibit "A" page 3)	
Granite Springs Estates		(See Exhibit "A" page 4)	
Sierra Vista Estates		Road Maintenance	
Indian Peak	4138		$250.00
Mountain Way	All		$250.00
Sierra Vista	All		$250.00
St. Andrews Road	5072, 5075	Road Maintenance	$795.00

Attachment: Exhibit 'A' CSA No. 1 (RES-2022-418 : Public Hearing: Adopt the Current Fee Structure for County Service Area No. 1)

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2022-23

CSA NAME	ADDRESS*	SERVICE	22-23 FEE
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Terrace View	All	Road Maintenance	$109.50
Usona Ridge Road	3189 to 3230	Road Maintenance	$100.00
Black Bear Mtn	1812 to 1818		$100.00
Yosemite View Estates		Road Maintenance	
Carson Creek View	4214, 4225		$420.32
Wilbur's Way	All		$420.32

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2022-23

Royal Oaks Estates

	APN	Owner	House #	Street	City	State	Zip Code	Assessments
1	017-660-001-0	Denate, Melody	4508	Royal Oaks CT	Mariposa	CA	95338	$ 321.21
2	017-660-002-0	Rogerson, Peter/Andrea	4510	Royal Oaks CT	Mariposa	CA	95338	$ 352.26
3	017-660-003-0	Francis, Stephen/Nancy	4528	Royal Oaks CT	Mariposa	CA	95338	$ 421.16
4	017-660-004-0	Bratt, Kathleen	4550	Royal Oaks CT	Mariposa	CA	95338	$ 552.31
5	017-660-005-0	Beccia, Richard/Kelly	4576	Royal Oaks CT	Mariposa	CA	95338	$ 643.73
6	017-660-006-0	Alvarez, Mayra	4583	Royal Oaks CT	Mariposa	CA	95338	$ 652.23
7	017-660-007-0	Kinslow, Michael/Laurie	4585	Royal Oaks CT	Mariposa	CA	95338	$ 652.23
8	017-660-008-0	Santschi, Dennis/Donna	4421	Bural Dr	Mariposa	CA	95338	$ 444.87
9	017-660-009-0	Marquez, Edward	4548	Little Buck RD	Mariposa	CA	95338	$ 512.90
10	017-660-010-0	Barajas, Arnulfo	4541	Royal Oaks CT	Mariposa	CA	95338	$ 490.03
11	017-660-011-0	Jorgensen, Kenneth/Joyce	4557	Royal Oaks CT	Mariposa	CA	95338	$ 535.66
12	017-660-012-0	Dan Gamel Property Investments	4567	Royal Oaks CT	Mariposa	CA	95338	$ 643.73
13	017-660-013-0	Uccelli Annette	4371	Bural Dr	Mariposa	CA	95338	$ 260.30
14	017-660-014-0	James, David	4391	Bural Dr	Mariposa	CA	95338	$ 260.30
15	017-660-015-0	Xiong, Derek	4541	Little Buck RD	Mariposa	CA	95338	$ 394.50
16	017-660-016-0	Southworth, David/Penny	4545	Little Buck RD	Mariposa	CA	95338	$ 410.58
17	017-660-017-0	Lo, Nhia	4245	Burl Dr	Mariposa	CA	95338	$ 260.30
18	017-660-018-0	Rodman, Mason / Julia	4237	Burl Dr	Mariposa	CA	95338	$ 260.30
19	017-660-019-0	Duran, Jose/Maria	4358	Burl Dr	Mariposa	CA	95338	$ 260.30
20	017-660-020-0	Tiner, David/Christina	4348	Burl Dr	Mariposa	CA	95338	$ 260.30
21	017-660-021-0	Entrust Administration Inc	4232	Burl Dr	Mariposa	CA	95338	$ 260.30
22	017-660-022-0	Lee, Yu-Ching	4372	Burl Dr	Mariposa	CA	95338	$ 260.30
23	017-660-023-0	Schaddelee, Robert	4390	Burl Dr	Mariposa	CA	95338	$ 260.30
24	017-660-024-0	Vanhoogmoed, Andrew/Caro	4260	Burl Dr	Mariposa	CA	95338	$ 260.30
25	017-660-025-0	Lo, Nhia	4256	Burl Dr	Mariposa	CA	95338	$ 260.30
26	017-660-026-0	Gonzalez,Jorge	4252	Burl Dr	Mariposa	CA	95338	$ 260.30
27	017-660-027-0	Malavong Manisay	4248	Burl Dr	Mariposa	CA	95338	$ 260.30
28	017-660-038-0	White Oak Ridge, LLC	4244	Burl Dr	Mariposa	CA	95338	$ 260.30
29	017-660-039-0	Pompano, LLC	4240	Burl Dr	Mariposa	CA	95338	$ 260.30
30	017-660-030-0	Townsend, Richard/Maricela	4394	Burl Dr	Mariposa	CA	95338	$ 260.30
31	017-660-031-0	Lo, Pao	4412	Burl Dr	Mariposa	CA	95338	$ 260.30
32	017-660-032-0	Townsend, Richard/Maricela	4424	Burl Dr	Mariposa	CA	95338	$ 260.30
33	017-660-033-0	Chen, Ling Hui	4465	Burl Dr	Mariposa	CA	95338	$ 260.30
								$ 11,973.17

Attachment: Exhibit 'A' CSA No. 1 (RES-2022-418 : Public Hearing: Adopt the Current Fee Structure for County Service Area No. 1)

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2022-23

Granite Springs Estates

	APN	Owner	House #	Street	City	State	Zip Code	Assessment
1	001-140-025	Lopez, Ma	9792	Creekside				$ 33.33
2	001-140-026	Salas, Leonardo	9788	Creekside				$ 74.95
3	001-140-027	Her, Va Pao	9775	Creekside				$ 89.49
4	001-140-028	Ruiz, Asuncion/Alicia	9774	Creekside				$ 116.50
5	001-140-029	Lopez, Jose/Linda	9759	Creekside				$ 150.04
6	001-140-030	Ruiz, Asuncion/Alicia	9758	Creekside				$ 158.08
7	001-140-031	Erickson, Wayne	9751	Creekside				$ 198.23
8	001-140-032	Crockett, Nicholas/Anamae	9740	Creekside				$ 199.92
9	001-140-022	Delano, Art & Carol	9793	Creekside				$ 54.45
10	001-140-033	Fink, Erika		Remainder				$ 2,573.73
								$ 3,648.72

Attachment: Exhibit 'A' CSA No. 1 (RES-2022-418 : Public Hearing : Adopt the Current Fee Structure for County Service Area No. 1)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-419

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Mariposa Creek Parkway Phase III Hillside Trail Planning

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving the Submittal of an Application for a Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Planning Director to Sign Future Grant-Related Documents, If Awarded (Subject to Approval as to Legal Form by County Counsel).

This grant from the Sierra Nevada Conservancy would support the planning, preliminary design, and permitting work necessary to install a trail or trails that connect the Phase III segment of the Mariposa Creek Parkway to Highway 140/Martin Road. The amount of the grant is approximately $300,000, with no required match. A preliminary proposal has been reviewed and approved by the agency, which authorized the County to advance to the full proposal stage of grant review.

This project has been identified in the Mariposa Creek Parkway Master Plan and the Recreation and Resiliency Plan as an ideal opportunity to coordinate new recreational trails and connections with projects that contribute to ecological stability and community resiliency. The premise of the project is that trail(s) that connect to the Parkway can expand recreational experiences in the Town of Mariposa (for visitors and residents), while supporting vegetation management, erosion reduction, and wildfire risk reduction objectives. If funded, this project will only impact publicly owned property in the area, and not the privately owned parcels.

In 2020, this property was acquired by the County through a grant in partnership with the Sierra Foothills Conservancy with the aspiration that this project be advanced within it. In 2021, the County received funding from both the Caltrans Active Transportation Program ($4.4M) and the Wildlife Conservation Board Riparian Restoration grant program ($415K) to advance elements of the master plan's vision for this site. Receiving funding from the SNC grant at this time would both leverage those existing investments, and provide for cost savings and efficiencies with the current and ongoing work on the site.

Note that the attached application materials are in draft form and, along with a final budget, will be completed before the application is submitted on July 22. Also note that the application requires that a Board resolution be included in the final proposal.

This item is requesting authorization for the department head to sign future documents as appropriate to facilitate speedy and efficient actions in implementing the project scope.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has taken many actions related to the Mariposa Creek Parkway project, including the Phase III segment. Among these, the most relevant to the current item are:

RES-2020-32: Verify Acceptance of Mariposa Creek Parkway Properties with Restrictions

LTC-2020-3: Mariposa Creek Parkway Adoption

LTC-2020-15: Mariposa Creek Parkway ATP

RES-2021-17: Award Agreement to Sierra Foothills Conservancy for Mariposa Creek Parkway Restoration Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the Planning Department having to pursue alternate funding sources to implement this priority project.

FINANCIAL IMPACT:
If funded, the grant will result in approximately $300,000 additional funds for the county to spend on the project scope.

ATTACHMENTS:
220614 BOS_LOS (DOCX)
220614 Resolution_DRAFT (DOCX)
220628 XXXX-RT_FullProposal DRAFT (PDF)
Site Maps_8.5x11 (PDF)

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

June 14, 2022

Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

Dear Sierra Nevada Conservancy Board,

As chair of the Mariposa County Board of Supervisors, I am writing to offer our support for Mariposa County's application to the Vibrant Recreation and Tourism grant program. This opportunity will significantly advance our community's efforts to establish Mariposa as a standalone destination through outdoor recreation amenities, supporting area economic vitality while meeting public health and creative placemaking objectives. I am excited to be involved in the project.

The town of Mariposa, which is county seat, houses a dense collection of local businesses and historic sites, and the length of the Mariposa Creek Parkway. For decades, the Board of Supervisors have heard from our constituents--and I have experienced myself--the central role that the Parkway can play in connecting both visitors and residents to the economic and cultural nodes in the downtown core. We are committed to expanding and broadening those connections. As a catalyst for economic development, healthy, active lifestyles, and as an arena for community enrichment, we view the Mariposa Creek Parkway as a legacy project for our rural community.

The Phase III Recreation and Resiliency Enhancements will have transformational community impacts, leveraging previous and ongoing investments in the project to link tourists and disadvantaged members of our community to Mariposa's economic and cultural core. It is yet another bold step towards implementing the comprehensive and ambitious visions for our community as articulated in the Mariposa Creek Parkway Master Plan and Mariposa County Recreation and Resiliency Plan, and has the potential to forever change outdoor recreation use, and more broadly, the relationship between appropriate economic development and long-term community resiliency, in our town and county.

This grant will tangibly and significantly advance a project that will be a service to Mariposa County and a million plus visitors who come to this town annually. It will result in a more diverse and resilient local economy, while continuing to make this project accessible to all Mariposans. We endorse the County's application, and are committed to participating in all phases of this project.

Sincerely,

Rosemarie Smallcombe
Mariposa County Board of Supervisors
Chairwoman of the Board

Attachment: 220614 BOS_LOS (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 22-___ A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE SIERRA NEVADA CONSERVANCY VIBRANT RECREATION AND TOURISM GRANT PROGRAM FOR THE MARIPOSA CREEK PARKWAY PHASE III RECREATION AND RESILIENCY ENHANCEMENTS.

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the Sierra Nevada Conservancy require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the SNC; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the SNC to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors authorizes submission and certifies the approval of a grant application under the Vibrant Recreation and Tourism grant to advance the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes county staff to work on the project if funded, and authorizes the Planning Director to execute all Fund Transfer Agreements and any amendments thereto with the Sierra Nevada Conservancy, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

Attachment: 220614 Resolution_DRAFT [Revision 1] (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 28th day of June 2022 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chairman
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: 220614 Resolution_DRAFT [Revision 1] (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Sierra Nevada Watershed Improvement Program

Vibrant Recreation & Tourism Grant Program

2022

PROPOSAL

SNC Grant #	1487-RT
Project Title *60-character limit*	Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements
Project Category *Select one*	☒ Planning ☐ Implementation
Funding Amount Requested	$ Click or tap here to enter text.
Total Project Cost *SNC request plus funding or in-kind from other sources*	$ Click or tap here to enter text.

Applicant Organization	Mariposa County
Applicant Authorized Representative *Person who is authorized to sign the grant agreement* **Name** **Title** **Phone** **Email** **Mailing and/or Physical Address**	Sarah Williams Mariposa County Planning Director 209-966-5151 Swilliams@mariposacounty.org 5100 Bullion St #1 Mariposa, CA 95338
Applicant Day-to-Day Contact *Person who manages the project* **Name** **Title** **Phone** **Email** **Mailing and/or Physical Address**	Mikey Goralnik Community Design and Development Planner 209-742-1222 mgoralnik@mariposacounty.org 5100 Bullion St #1 Mariposa, CA 95338

Subregion(s)	South Central Sierra Subregion
County(ies)	Mariposa County

SNC Project Lead	Michael Pickard

DRAFT

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Sierra Nevada Watershed Improvement Program
Vibrant Recreation & Tourism Grant Program
2022
PROPOSAL

Project Area Contact Information

In compliance with SNC's governing statute, SNC will notify and may consult with project area representatives during project evaluation.

Tribal Contact(s)	
Tribe Name	Southern Sierra Miwuk Nation
Contact Name	Tara Fouche-Moore
Phone Number	209-742-2244
Email or Mailing Address	secretary@southernsierramiwuknation.org
Tribe Name	Click or tap here to enter text.
Contact Name	
Phone Number	
Email or Mailing Address	
Tribe Name	Click or tap here to enter text.
Contact Name	
Phone Number	
Email or Mailing Address	
Tribe Name	Click or tap here to enter text.
Contact Name	
Phone Number	
Email or Mailing Address	

DRAFT

County(ies) Planning Director	
Contact Name	Sarah Williams
Contact Title	Mariposa County Planning Director
Phone Number	209-966-5151
Email or Mailing Address	swilliams@mariposacounty.org
Contact Name	Click or tap here to enter text.
Contact Title	
Phone Number	
Email or Mailing Address	

Nearest Public Water Agency	
Contact Name	Susan Wages
Contact Title	General Manager, Mariposa Public Utility District
Phone Number	209-966-2515
Email or Mailing Address	mpudoffice@sti.net

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Sierra Nevada Watershed Improvement Program
Vibrant Recreation & Tourism Grant Program
2022
PROPOSAL

DRAFT

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Sierra Nevada Watershed Improvement Program
Vibrant Recreation & Tourism Grant Program
2022
PROPOSAL

A note on using the fillable form fields in this document:

All of the fillable form fields in this document allow you to vary the text format as needed, using font sizes, bold, italics, underlines, tables, and lists. Bullet and numbered lists work in the form fields except on the first and last line of each field; you may use enter/return to add an extra line before and after a list as needed. You may also compose answers in word, then cut and paste into the form fields and adjust formatting as needed.

Concise Project Summary

Provide a brief Project Summary, including purpose, location, landownership, acreage or other measure of project size (if applicable), partners, and estimated cost.

This should be a short paragraph or list.
Please limit the response to six sentences or bullet points.

The Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements Project (Project) will provide the essential planning and environmental compliance documents to create a shovel ready implementation project that will achieve triple bottom line benefits serving the community, local economy, and natural resources. Expansion of the Mariposa Creek Parkways (Parkway) recreation and tourism resources are the highest community proiority in the project location of Mariposa CA an as such, Parkway expansion efforts have built strong partenships that support the Project. Primary partners include Sierra Foothill Conservancy, The Southern Sierra Miwuk Nation, and Mariposa County Arts Council. The Project documents will enable the future creation of an attitional 1.85 miles of trail, a new trailhead facility, and interpretive signage on approximately 170 acres of Mariposa County owned land for an approximate cost of $345,000.

DRAFT

Project Location, Maps, and Photographs

Location Description

Describe the project location, including the county(ies), nearby communities and public lands, other nearby projects or recreation opportunities, and project site landownership.

Please limit the response to one paragraph.

The Project location is located adjacent to Mariposa Creek in the heart of downtown Mariposa, a gateway community serving Yosemite National Park, with a population of 2,173 at the 2010 census. Project is located within a disadvantaged rural community, a designated

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Disadvantaged Place, Community and Block Group, according to the Department of Water Resources Disadvantaged Communities Mapping Tool (DWR DAC).The Parks for California community fact finder tool designates the Project area as within a severely disadvantaged community (SDAC).

The community and economic vitality of the town of Mariposa is concentrated in the designated historic downtown area along State Route 140, the main entrance to Yosemite. The County of Mariposa's first economic driver is tourism, followed by agriculture (mainly cattle ranching). The County recognized this early on and has made a concerted effort over the last two decades to place emphasis on the connectivity between downtown businesses and access to nearby recreation. Mariposa's Economic Vitality Plan specifically states expansion of local recreation opportunities, including the expansion of Mariposa Creek Parkway (Parkway) recreation resources as a core activity to building economic resilience for Mariposa. Although Mariposa is the closest, and one of the main entrances to Yosemite National Park, visitors still must travel an hour to reach the Park. The County, community and business's see a great benefit to providing a recreational experience for visitors and residents that's easy, accessible, free and community based.

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The County began implementation of the Parkway over a decade ago. Serving visitors and residents from its starting point at the intersection of 140 and 49 and proceeding ½ a mile north along the banks of Mariposa Creek, this recreational feature connects downtown to the outdoors. With Mariposa growing and the rising interest from visitors to have an experience not just a destination, the County and Project partners have expanded the Parkway to double its length in just the last 3 years.

The Project area includes the western slope and ridgeline above the town of Mariposa all the way down to the Mariposa Creek and connects to the county park and current Parkway which borders 8th street in downtown Mariposa. The Project area property was purchased in 2019 by Sierra Foothill Conservancy with grant funding from the California Natural Resources Agency's Green Infrastructure Grant Program and transferred to Mariposa County to secure the future expansion of recreation and tourism infrastructure in the heart of Mariposa

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PDF Location Maps to be included with Proposal

Include the following project maps, in PDF format.

1) **Project within the Landscape.**
   The map(s) should display the project location as part of the larger landscape in relation to communities, infrastructure, water sources, or complementary projects.
2) **Project Boundaries.**

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- **For implementation projects, the map(s) should clearly delineate where SNC funds will be used and, if the proposed SNC activities are part of a larger project, boundaries of that larger project.**
- **For planning projects, the map should identify where planning activities will be focused and, if known, the potential location of the future implementation project(s).**

In the space below, please confirm the number of maps submitted.

Click or tap here to enter text.

GIS Shapefiles to be included with Proposal

Please include a GIS polygon shapefile delineating the area where SNC funds will be expended. Fields in the shapefile data should include:

- **SNCGrant (Integer) the grant number you have been assigned by your SNC Area Rep.**
- **OrgName (Text) the name of the applicant organization.**
- **ProjName (Text) the project name as it is on the Proposal**

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If the applicant organization has challenges developing this information, SNC will assist with the development of GIS files. This request for assistance must be made as early as possible, and no later than July 11.

In the space below, briefly confirm if GIS files are included with submission, or if they were developed separately with SNC.

Click or tap here to enter text.

Photographs to be included with Proposal

Provide no more than 6 photographs of the project area, highlighting important aspects of the project. Photos should be submitted as a pdf file, with two or more photographs on each page.

In the space below, please provide a brief description of each photograph submitted.

Click or tap here to enter text.

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Sierra Nevada Watershed Improvement Program
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Background & Need

Concisely describe the background and need for project. Why is this project a priority? Is it part of a larger plan? Is there a strategy behind the location, timing, or approach chosen?

Please limit the response to one page or less.

The efforts undertaken by Mariposa County, project partners such as Sierra Foothill Conservancy (SFC), and the diverse array of community stakeholders to provide resources to realize the community's vision of a completed and interconnected recreation resource centered in town along the Mariposa Creek Parkway have been immense.

Phase I of the Parkway began in the 1980's, Phase II in the 1990's, the adjacent Arts Park in 2005, efforts were undertaken to move ahead with design and grant funding for Phase III in 2010. The existing and planned Parkway Phases are shown in the project location map (1487-RT-Map). Mariposa County mobilized staff from numerous departments along with an outside landscape architectural consultant to re-energize efforts on Phase III 2015. Since partnering with SFC in 2018 to acquire the connective parcels essential to Phase III of the Parkway, and the vision for a connected multi-benefit community resource, momentum on, and resources for, the Parkway have grown tremendously. In partnership with SFC, Mariposa County gained ownership of the essential properties (169 acres) for Phase III Parkway expansion with financial assistance from the California Natural Resources Agency's Green Infrastructure Grant program. In 2020 Mariposa County purchased an additional 187 acres to ensure the continuation of the Parkway northward to connect with Route 49 at the County Jail, securing the future of Phase IV of the Parkway.

Since the acquisition of the Phase III Parkway properties Mariposa County has been awarded grant funds from the Wildlife Conservation Board to implement an integrated environmental restoration strategy along Mariposa Creek in Phase III of the Parkway. Restoration work on Phase III began in 2021, with SFC as the designated project manager, with expected completion in 2023. Additionally, Mariposa County was awarded grant funds from the California Transportation Commissions Active Transportation Program (ATP) to build out Phase III of the Parkway from its current terminus on Phase II at 6th street through to Joe Howard Street. SFC was recently awarded (grant agreement pending) funds from the Sierra Nevada Conservancy's RFFCP program to deepen and expand engagement and capacity of the Southern Sierra Miwuk Nation to participate in, and provide workforce training for, the many Parkway projects.

The proposed Projects timing will strategically leverage the current funding recently awarded to SFC through SNC's RFFCP program to ensure maximum public benefit. The RFFCP grant award is funding a Forest Management Plan on the Project area, CEQA compliance for the future implementation of vegetation management actions (prescribed fire and fuels reduction), capacity development for SFC and the Southern Sierra Miwuk Nation Parkway Partnership. The proposed Project work will include CEQA compliance for the proposed trail enhancements and trailhead facilities in concert with the CEQA compliance for vegetation management

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funded by the RFFCP, creating a single compliance document that will include both the recreation enhancements and vegetation management. The proposed Project will also ensure that the capacity funding from the RFFCP will be utilized to fullest extent possible. The proposed Project will combine the Regional Forest and Fire Capacity Grant Program with the Vibrant Recreation and Tourism Grant Program work to improve the environmental, economic, and social well-being of our communities. As stated by SNC, there is a fundamental connection between vibrant recreation and tourism, the health and resilience of communities, the opportunity to increase access for people to nature and the outdoors, and the ecological health of our watersheds and forests. The strategy proposed by the Project, working in concert with the RFFCP grant award, will holistically address all of these fundamental connections. The Project will build on four decades of efforts, leverage current funding and momentum, to extend the recreation infrastructure efforts

Project Description

1) **Clearly explain the project purpose, goals, and expected outcomes.**
2) **Describe in detail the specific work to be completed with SNC grant funds.**
3) **Clearly identify specific deliverables (e.g., miles of trail, acres opened for access, CEQA documents, surveys, plans) resulting from this project.**

Please limit the response to two pages or less.

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The Project will result in the essential planning documents necessary to implement the construction of a ridgeline trail and trailhead facility. Project work will include consultation with a landscape architect to develop a site-specific trail and trailhead facility design. Trail and facility design will be informed by a qualified surveyor, civil engineer and soil engineer. CEQA compliance will be completed for the future recreation enhancement construction and will include archeological and biological surveys. The planning activities proposed by the Project will build upon the extensive planning already completed for the Parkway corridor, leverage the current momentum on Parkway recreation and environmental enhancements, and result in a specific on-the-ground project that will be immediately ready for implementation, which will aid in securing future funding for construction.
The Project is the first step to achieve enhanced public benefits by providing the foundational documents necessary to connect our communities network of public land. The Project plan will connect the existing, and currently underway, parkway network with the county park and ridgeline above town to close the gap in the community's recreation profile. In the County's ongoing Mariposa Creek Parkway Master Plan, a critical goal is to promote a contiguous access corridor from Mariposa to popular recreation areas by linking the Creek Parkway to existing and future trails such as the Merced River Trail and the Bear Creek Trail. The county is currently exploring connecting the Mariposa Creek Parkway to Yosemite National Park, this vision includes a 60-mile active transportation and recreational route. It appears, only two other

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National Park "gateway" communities offer a similar active transportation rout to their neighboring national parks. Of those- Moab, Utah to Arches National Park (~5 miles), and Bar Harbor, Maine to Acadia National Park (less than 1 mile)- the potential route from Mariposa to Yosemite would by far be the longest.
The completion of this Project will allow the County of Mariposa to continue its efforts towards integrating the Mariposa Creek Parkway into the larger regional and national recreational trail network. The proposed Project is the next step in extending active transportation and recreation opportunities from Mariposa into the Merced River Canyon and ultimately into Yosemite National Park. The Project will leverage future community investment and support for the larger planning effort necessary to link the community with Yosemite National Park

Program Priorities and Public Benefits

1) **Explain how the project meets one or more of the program priorities.**
   - **Assess conditions, existing resources, needs, and opportunities to improve recreation and tourism throughout the Region and identify highest priority activities.**
   - **Identify, create, and participate in partnerships to support the development of vibrant recreation and tourism throughout the Region.**
   - **Create or improve new and existing recreation amenities or infrastructure that provide multi-benefits to the Region.**
   - **Eliminates or reduces the impact of overuse on natural or cultural resources.**
   - **Provide improved access for all Californians to recreational opportunities in the Region.**
2) **What public benefits will be realized through this public investment? Please be specific and quantify benefits, if known. For example: growth or stabilization of recreation or tourism -based economies, cultural resources protected, natural resources protected or improved, access provided, partnerships established. Explain if and how the project directly benefits a Severely Disadvantaged or Disadvantaged Community, or other underserved population.**

Please limit the response to one page or less.

Click or tap here to enter text.

Regional Significance

Describe how the project fits into the larger landscape and provides benefits at a regional scale. Is the project part of a larger plan or coordinated effort? Does the project promote community connectivity? Does the project provide access for historically under-represented groups or outside visitors to the region?

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Please limit the response to two paragraphs or less.

Click or tap here to enter text.

Project Partners

Identify other partners involved in the project. Describe who is/was engaged in project planning and who will be responsible for implementation. Identify if the project is part of a larger plan, collaborative group, or process that included public input. Highlight local agencies, citizen groups, or tribal organizations engaged with the project. Identify if and/or what other partners are contributing in-kind or financial resources to the project, and if that funding has been secured.

Please limit the response to two paragraphs or less.

With widespread public support and incredibly diverse social, economic, and natural resource benefits, the expansion of the Mariposa Creek Parkway recreation infrastructure have gained a large and eclectic group of partners and proponents over the years that are redefining the way communities think about conservation and development for community benefit.

As described in the background and need section of this concept proposal, the Project is a component of the larger Mariposa Creek Parkway Master Plan which has engaged local participation in planning, design, and implementation since the 1980's. These efforts have confirmed support, and incorporated participation, from a broad base of constituents that include the Transportation Citizens Advisory Committee, Creative Placemaking Strategy Advisory Committee, Mariposa County Unified School District, Sierra Nevada Conservancy, Mariposa Chamber of Commerce, UC Master Gardeners, Yosemite area Audubon, Mariposa Resource Conservation District. Planning efforts that attest to the community's support of the Parkway include the Mariposa Town Plan, Mariposa County Bicycle and Pedestrian Transportation Plan, Mariposa County Regional Plan, Mariposa County Economic Vitality Strategy, and the Transportation Center Feasibility Study.

In 2019 a community event "Creek Week" was held along the completed section of the Parkway to its then terminus prior to the Project area acquisition. To kick off the Creek Week Event was Education Day, a collaborate planning and implementation effort by the Mariposa County Planning Department, Sierra Foothill Conservancy, Native American Tribal representatives, Mariposa Arts Council, Nature Bridge outdoor education, Nature Force Youth Ambassadors, Mariposa Elementary, and WRT planning of San Francisco. Nearly 200 5th and 6th graders from Mariposa Elementary School congregated in the northern most section of the completed creek parkway to learn about riparian ecosystems, native plants, and Native American historical uses of fire and native fauna.

The design team coordinated engagement meetings so that they were scheduled during existing meetings, including CPSAC, Chamber of Commerce, and Health and Wellness

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Coalition meetings. Creek Week was scheduled to occur at a variety of times to be accessible for a variety of user groups. For example, Thursday afternoon was devoted to students making a field trip from the local school, Friday evening provided a respite for cross-section of downtown recreation enthusiasts and revelers, especially young families and downtown residents, and Saturday morning was a convenient time for a wide representation of people from throughout the community, including County Supervisors, tourists, and high schoolers who played a free concert in the afternoon on site. Due to its proximity to existing affordable housing like Mariposa Terrace, Sierra Gardens, and two Habitat for Humanity homes, and general centrality within the disadvantaged Census Tract 1.01, the planning process was inviting for and well attended by a range of disadvantaged community residents.

The resounding feedback from students and collaborators was that the Parkway served as an invaluable educational tool. Excitement about the potential of an expanded Parkway as well as interest in the collaborative planning effort for expansion of the Parkways recreational infrastructure was intensified with a renewed vigor.

During this event community feedback and ideas were solicited for the Parkway expansion project, the overwhelming support and excitement for the utilization of the Parkway properties in an expanded Parkway to include the connected ridgeline trail was documented extensively. The Creek Week event showcased the community support for the project and illustrated the deep involvement of our residents with this valuable town resource. When given a voice in the planning process Mariposa residents emphatically participated.

Implementation of the Project will be the responsibility of Mariposa County. The Project will serve to continue, and deepen, the Parkway partnerships

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Organizational Capacity

Describe the applicant's ability to complete the project as proposed. Identify the resources (staff, project partners, or contractors) intended to complete the tasks described in the work plan and explain the applicant's expertise or experience completing similar projects.

Please limit the response to two paragraphs or less.

The Mariposa County Planning Department has the experience, resources, and capacity to oversee a complicated planning, design, and implementation project. Managing complex and multi-dimensional enhancement planning efforts is one of the Planning departments core functions, and our staff regularly oversees and directs community driven environmental planning and stewardship projects to ensure full compliance with and execution of relevant local, state, and federal policies. In addition to the department head, we employ three full-time senior-level planners, including the Community Design and Development Planner who is managing this project, as well as two full-time staff planners, one part-time staff planner, and

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two full-time GIS planners. All are supported by two full-time administrative staff members who will contribute to grant management and reporting tasks. Our staff has significant experience in managing and executing grant-funded projects that both plan and implement similar environmental conservation and community building objectives. Some of these include:
1. Mariposa Creek Parkway Master Plan: funded by the Caltrans Sustainable Communities transportation planning grant
2. Mariposa Creek Parkway Strategic Acquisition Project: funded by the California Natural Resources Agency's Green Infrastructure grant program, this project funded the fee title acquisition of the Phase III segment of the Mariposa Creek Parkway.
3. Mariposa County Agriculture and Working Landscapes Conservation Plan: funded by the Department of Conservation's Sustainable Agriculture Lands Conservation (SALC) Planning Grant, this project pairs climate research and stakeholder engagement to identify effective strategies for conserving and adapting Mariposa County's agricultural and working lands in the context of climate change.

Mariposa County has substantial experience in both implementing real estate transactions to support recreation and conservation resources, and in developing, programming, and managing conservation resources. Recent examples include the following projects, all funded by Proposition 40 grant funds:

• Cathey's Valley Park, a $104,236 park renovation which included the purchase and installation of playground equipment at Cathey's Valley Park in Mariposa County.
• Hornitos Park Improvements, a $129,356 development project to construct an Wildlife Conservation Board Habitat Restoration Grant Application Page 25 ADA compliant restroom, parking area and ramps at Hornitos Park in the town of Hornitos.
• Mariposa Pool Improvements, a $118,227 project to resurface and renovate the existing Mariposa Pool and pool deck, install a battery-operated California Title 24 compliant pool lift, and install a solar pool heating system and thermal pool blanket for the swimming pool at Mariposa County Park in the town of Mariposa.

Mariposa County has partnered with the Sierra Foothill Conservancy (SFC), a 501(c)(3) Nonprofit Land Trust established in 1996 and headquartered in the town of Mariposa. Accredited by the Land Trust Accreditation Commission (August 2014), the SFC enormously augments the County's capacity to successfully implement this project. SFC currently owns and manages ten nature preserves, totaling 7,665 acres, and has conserved over $52,000 acres total.

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Community Support

SNC strongly encourages engagement with communities and local government during project planning and implementation. Describe community support for the project, as

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well as any known opposition to the project. Explain any concerns and efforts to address those concerns.

In addition to the narrative, SNC recommends providing evidence of community and/or landowner support in the form of a letter and/or letter(s) of support. Please list all letters submitted in the space below.

Please limit the response to two paragraphs or less, plus the list of supporting letters.

As described in the background & partners sections of this concept proposal, there is enormous community support for the Project. There is no known opposition to the project

Engagement with California Native American Tribes

Recognizing that Native Americans have inhabited and cared for the land of present-day California since time immemorial, the SNC strongly encourages engagement with Native American tribes as early as possible in the development, planning, and implementation of projects. SNC staff can assist with identifying Native American tribes whose ancestral homelands may be in the project area and help provide contact information for those tribes.

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In the space below, identify Native American tribes (other than the applicant, if the applicant is a tribal entity), that may have an interest in the project. Describe any current or anticipated role for local tribes in the project, including if funding is requested to provide support for tribal participation.

Please limit the response to two paragraphs or less.

. The Miwuk people have a long history and deep connection to the Mariposa Creek Watershed, but their relationship to this landscape has been severed due to social and historical factors. The proposed Project, current and successive phases of the Mariposa Creek Parkway will provide opportunities for first peoples to reconnect with the land.
Historically, the project area was managed by the Southern Sierra Miwuk Nation (SSMN) through traditional practices like cultural burning to maximize habitat for significant plant and animal species. The SSMN has been involved in the community engagement to inform the Parkway Master Plan throughout the years.
As the Parkway projects have accelerated in the last several years, so has the partnership between the SSMN, Mariposa County, and Sierra Foothill Conservancy. The Phase III Parkway restoration, funded by the Wildlife Conservation Board, has served to deepen and expand the Tribes engagement in Parkway project work. Additionally, the Phase III work has built capacity for the Tribe to participate in and lead prescribed burning. The SSMN, with support from the Tuolumne Rancheria Fire Crew, lead the prescribed burns on Phase III of the Parkway. Working with the Mariposa County Arts Council (MCAC), the Phase III project is

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developing interpretive materials emphasizing the rile of fire in Southern Sierra Miwuk Identity. Materials will illustrate the relationship between cultural practices and riparian restoration activities, emphasizing the natural and beneficial role of fire in healthy native landscapes. In addition to the current collaboration on Phase III interpretive materials, Mariposa County & MCAC was awarded funding from a grant from the National Endowment for the Arts to design and install temporary public art projects along the existing Parkway which center and interpret the Tribe's traditional practice of basketmaking. Ah-Lo'-Mah' (Basket), which was installed in September 2020, features baskets made from plant materials gathered from the region and emphasizes how these native riparian species-once common enough to support an entire civilization- are now visibly absent from the Mariposa Creek corridor.

The recent funding secured by Sierra Foothill conservancy from SNC's RFFCP will expand capacity for cultural prescribed burn facilitation in partnership with Cal Fire and the SSMN, interpretive elements and public outreach, local citizen stewardship, tribal placemaking, Indigenous workforce development, organizational and funding development, innovative partnership strengthening, and increasing the community's resilience against natural disasters. The RFFCP funds include funding for a part time Tribal Coordinator for two years. The Project serves to maximize RFFCP capacity funds to ensure that the Tribe has the resources to inform the planning and design of the recreation enhancements proposed by the Project.

The proposed Project will continue to deepen and expand the partnership with the SSMN throughout the Parkways development.

Beyond the project's future recreation enhancement outcomes, it also serves to recognize TEK as an important part of local identity and heritage. Because of its central location beginning downtown Mariposa, this project will draw attention to Southern Sierra Miwuk lifeways that are often marginalized and overlooked in local placemaking efforts. The Parkway, including the proposed Project, serves as a public celebration of traditional practices that have long been part of Mariposa's sense of place, and points to a new paradigm of inclusive and multi-cultural storytelling throughout the community

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Long-Term Management and Monitoring

How will the public benefits of the project be sustained? Describe plans and/or planning for the long-term management, monitoring, and sustainability of the project. If long-term management and monitoring are part of an existing plan, identify the plan and cite the applicable section. Identify known or anticipated funding sources to support long-term management and monitoring.

Implementation projects must be maintained, operated, and used in a manner consistent with the purposes of the project for a minimum of ten years. For planning projects, please describe the anticipated approach for long-term management and monitoring of the future project.

Please limit the response to two paragraphs or less.

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Click or tap here to enter text.

Project Workplan and Schedule

List the anticipated start and completion dates of planning or implementation conducted under this grant. No grant awards will be made before December 2022.

Anticipated start date	enter text.
Anticipated completion date	enter text.

Complete the chart below. Please include all tasks and deliverables, including SNC reporting requirements.

Project Tasks and Deliverables	Timeline
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Click or tap here to enter text.	enter text.
SNC 6-month Progress Reports	enter text.
SNC Final Report with Performance Measures Reporting	enter text.
Estimated Project Completion Date:	enter text.

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Project Costs

Project Budget

Complete the charts below.
The charts do not automatically calculate totals and percentages.

- **In the Tribal Participation line, include all funds anticipated to be used to directly fund costs incurred by tribes for project participation. If there are no funds to be directly used by tribes, please enter $0.**
- **In the Equipment line, include all equipment anticipated to cost more than $5,000 per item. If there is no equipment to be purchased, please leave blank.**
- **Administrative Costs must not exceed 15% of Direct Project costs. Administrative costs, also referred to as overhead or indirect costs, refer to organizational overhead expenses. A typical method for documentation of administrative overhead expenses is a Cost Allocation Plan which determines the general percentage of an organization's overhead expenses. All costs related to administration and management of this specific project should be listed as direct project costs.**
- **For Additional Project Costs, include in-kind or funding from sources other than SNC used within the scope and timeline of the project described here.**

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Direct Project Costs	SNC Funding
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Click or tap here to enter text.	$ enter text.
Click or tap here to enter text.	$ enter text.
Tribal Participation:	$ enter text.
Equipment:	$ enter text.
Total Direct Project Costs	**$ enter text.**

Administrative Cost (not to exceed 15% of the Direct Project Costs)	**$ enter text.**

TOTAL SNC REQUEST (Total Direct plus Administrative Costs)	**$ enter text.**

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Additional Project Costs	In-Kind or Funding from Other Sources
Click or tap here to enter text.	$ enter text.
Click or tap here to enter text.	$ enter text.
Click or tap here to enter text.	$ enter text.
Click or tap here to enter text.	$ enter text.
Click or tap here to enter text.	$ enter text.
Total Additional Project Costs	$ enter text.

TOTAL PROJECT COST (SNC Request plus Additional Project Costs)	$ enter text.

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Project Budget Narrative

Describe the budget in additional detail. This should include a description of unit costs used to calculate the line item totals, justification for activity costs, reasoning behind the estimated expenses, and other information as needed. Identify the source, type, and status of non-SNC funds involved in the project. Applicants may submit a separate, more detailed budget spreadsheet if they wish, but this is not required.

Please limit the response to one page or less.

Click or tap here to enter text.

Land Ownership and Restrictions on Land Use

The SNC cannot consider a project unless landowners of the project site have provided adequate permission. Recruiting additional landowners to give permission and participate in a project may occur after grant award. However, evaluation of the proposed project includes consideration of the number of confirmed landowners and acres at the time of proposal.

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For implementation projects: **If the applicant does not hold legal ownership of the project site, documentation assuring ten years of access for project implementation and maintenance is required. Proof of adequate land tenure includes, but is not limited to:**

- **Fee title ownership**
- **An easement or license agreement**
- **A formal agreement between the applicant and all fee title or easement owners sufficient to give the applicant adequate site control for purposes of the project.**

If the project proponent does not have tenure at the time of proposal, submit a letter from all property owners/managers indicating their intent to meet tenure requirements if the grant is awarded.

For planning projects: **Letters of support from all landowners, granting permission for the project, are required.**

In the space below, identify all legal property owners for the land on which the project is to occur, as well as any property easements or other restrictions that may impact the project. Describe the current status of any land tenure agreements. Identify if the project includes recruiting additional landowners after proposal submission.

Please limit the response to two paragraphs or less.

Click or tap here to enter text.

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Environmental Compliance

All projects must comply with the California Environmental Quality Act (CEQA) at the time the SNC Governing Board authorizes a grant. Since the complexity of CEQA compliance will vary depending on project activities and type of grantee, it is important to consult with SNC staff regarding which documents may be required in what timeframe. In addition to CEQA compliance, National Environmental Policy Act (NEPA) compliance is required for all projects proposed on federal land and a NEPA decision must be in place at the time the SNC Governing Board authorizes a grant.

For projects not exempt from CEQA, if CEQA is not complete at the time of proposal the Lead Agency for CEQA must be identified in the proposal. Please include a letter or other documentation from the Lead Agency stating they are eligible and willing to serve as Lead and the expected timeline for completing CEQA. If SNC has agreed to serve as Lead Agency, please note this in the narrative below.

Provide a brief description of CEQA and NEPA status below, including if the project is exempt, Lead Agency, expected timeline if CEQA or NEPA is not yet complete, and links to existing environmental documents. If links are not available, the documents must be submitted to SNC. Examples of such documents include but are not limited to Initial Study, Mitigated Negative Declaration, Timber Harvest Plan, CA FIRE 1038 exemption, Environmental Assessment, and Decision Notice.

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Brief Description of CEQA Status

Please limit the response to one paragraph.

Click or tap here to enter text.

Brief Description of NEPA Status

Please limit the response to one paragraph.

Click or tap here to enter text.

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Confirmation of Nonprofit Eligibility

All tax-exempt entities (such as nonprofits) applying for a grant must confirm their tax-exempt status and eligible standing by submitting

- **a current IRS Exemption Determination Letter, and**
- **the organization's Articles of Incorporation.**

State below if both documents are being submitted through the Submission Folder, or enter N/A if the applicant is not a tax-exempt entity.

Click or tap here to enter text.

Resolution or Authorization to Apply

Applicants are required to provide a copy of documentation authorizing them to apply for grant funding to the SNC. A project-specific governing board resolution is required for nonprofit organizations, tribes, and local government agencies. However, if the organization's governing board has delegated authority to a specific officer to act on behalf of that organization, the officer may, in lieu of a resolution, submit a letter of authorization along with documentation of delegated authority. The documentation of delegated authority must include the language granting such authority and the date of the delegation.

In the space below, briefly describe the authorization to apply and if it has been authorized or is scheduled for future consideration. Please include documentation with proposal submission.

Please limit the response to one paragraph or less.

Click or tap here to enter text.

DRAFT

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Sierra Nevada Watershed Improvement Program

VIBRANT RECREATION AND TOURISM 2022 PROPOSAL

Proposal Form Checklist

Included	Not Applicable	Documentation
		Project Description
☐		Proposal Form – please confirm all sections are complete
☐		• Landscape Map(s) with approximate locations of larger project and/or nearby complementary activities. • Project Map(s) in pdf format with boundaries of activities to be supported by SNC
☐		GIS files of project location, compiled into one folder
☐		6 photographs of the project site, compiled into in one PDF document.
☐	☐	Letter(s) of Support, compiled into one PDF document.
		Land Tenure
☐	☐	Signed Land Tenure Agreement(s) or letter(s) from landowner(s) stating intent to enter into tenure agreement for an implementation project, or permission for a planning project, compiled into one PDF document.
		Environmental Compliance
☐	☐	NEPA documents **OR** online links included. *Required for projects on federal land if NEPA is complete*.
☐	☐	CEQA documents **OR** online links included *Required if CEQA is complete*.
☐	☐	Letter from CEQA Lead Agency confirming intent to serve as Lead and expected timeline for completion. *Required if CEQA is not yet complete.*
		Submission Information
☐	☐	IRS determination letter of tax-exempt status *Required for non-profit organizations*
☐	☐	Organization's Articles of Incorporation *Required for non-profit organizations*
☐		Authorization to Apply *Required*
☐		Certification of Submission (on the following page) *Required*
Other (please list below)		
Click or tap here to enter text.		

DRAFT

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Sierra Nevada Watershed Improvement Program
VIBRANT RECREATION AND TOURISM
2022
PROPOSAL

Certification of Submission

SNC Grant #	Click or tap here to enter text.
Project Name	Click or tap here to enter text.
Applicant Organization	Click or tap here to enter text.

Please complete the checklist on the previous page to confirm a complete application packet before signing the Certification below.

DRAFT

CERTIFICATION OF SUBMISSION	
By entering my name below, I certify that the information contained in this application is correct to the best of my knowledge and I am authorized to submit this application on behalf of this organization.	
Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Organization	Click or tap here to enter text.
Date	Click or tap here to enter text.

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

Sierra Nevada Watershed Improvement Program
VIBRANT RECREATION AND TOURISM
2022
PROPOSAL

Submission Instructions

1) **Upload the Proposal Form and Supporting Documentation to your Project Submission Folder using the link in your Welcome Back email.**
    a. Name all documents with the project number and document type.
    For example: ####-RT_maps, ####-RT_photos, ####-RT_letters
    b. Compile all GIS files into one folder before uploading to submission folder.
    c. If you cannot find or have difficulty accessing the link, please contact the SNC Grants Team at grants.snc@sierranevada.ca.gov, 530-906-4771 or 530-906-7345.
    d. SNC recommends that applicants only upload files to the Project Submission Folder once they are final, to avoid potential issues related to editing files in a protected folder.
    e. SNC recommends that applicants maintain a complete record of all documents submitted.

DRAFT

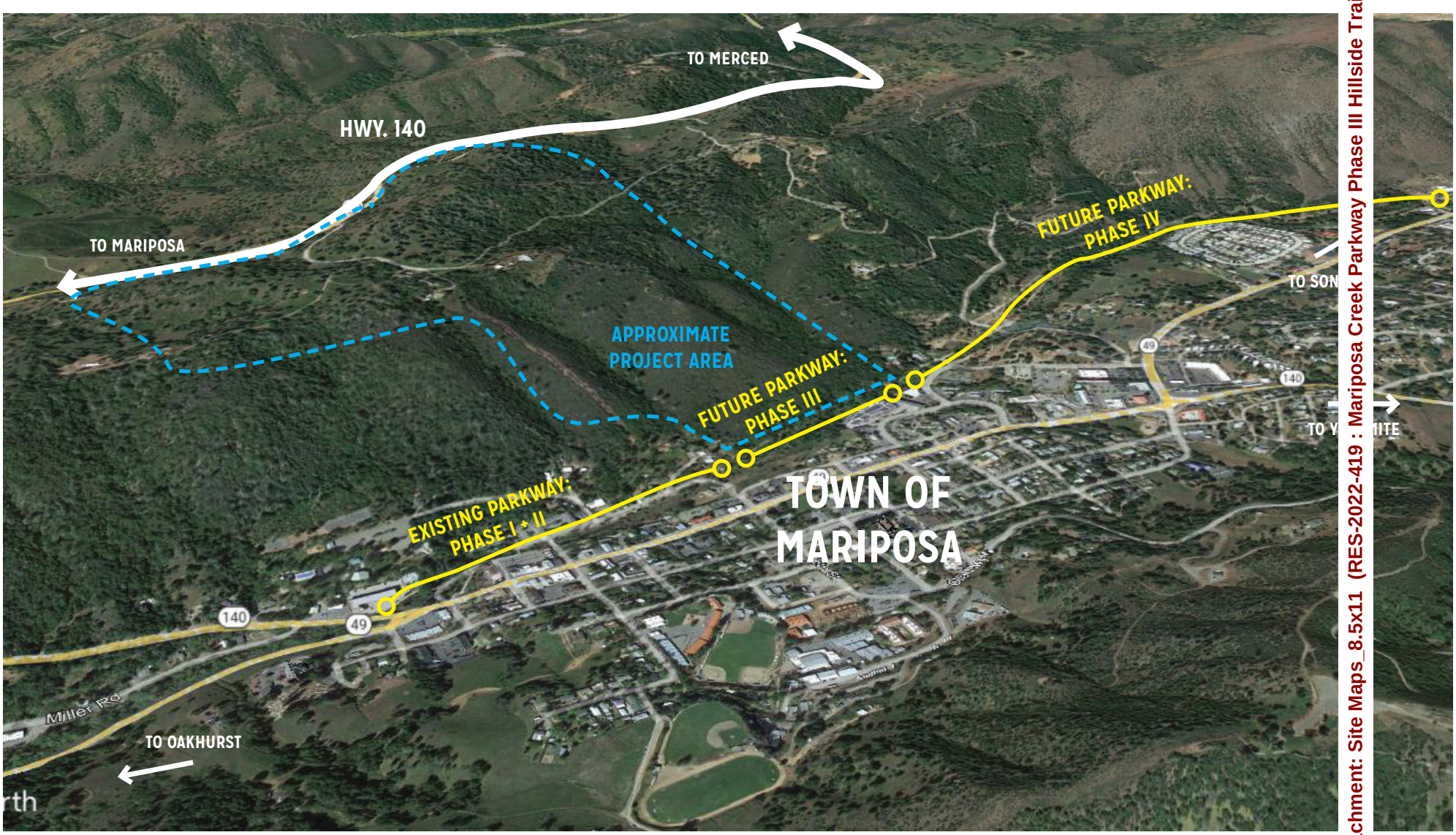
2) **Send an email to the SNC Grants Team when all final documents are in the Project Submission folder.**
    a. Use the project number as the subject of the email, and state that all documents are in the Submission Folder.
    b. Send to: grants.snc@sierranevada.ca.gov
    c. DO NOT attach the Project Submission Folder to the email.

This email will serve as the official submission of your Proposal Form. The SNC Grants Team will confirm receipt and initiate the review process.

Attachment: 220628 XXXX-RT_FullProposal DRAFT (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

SITE CONDITIONS

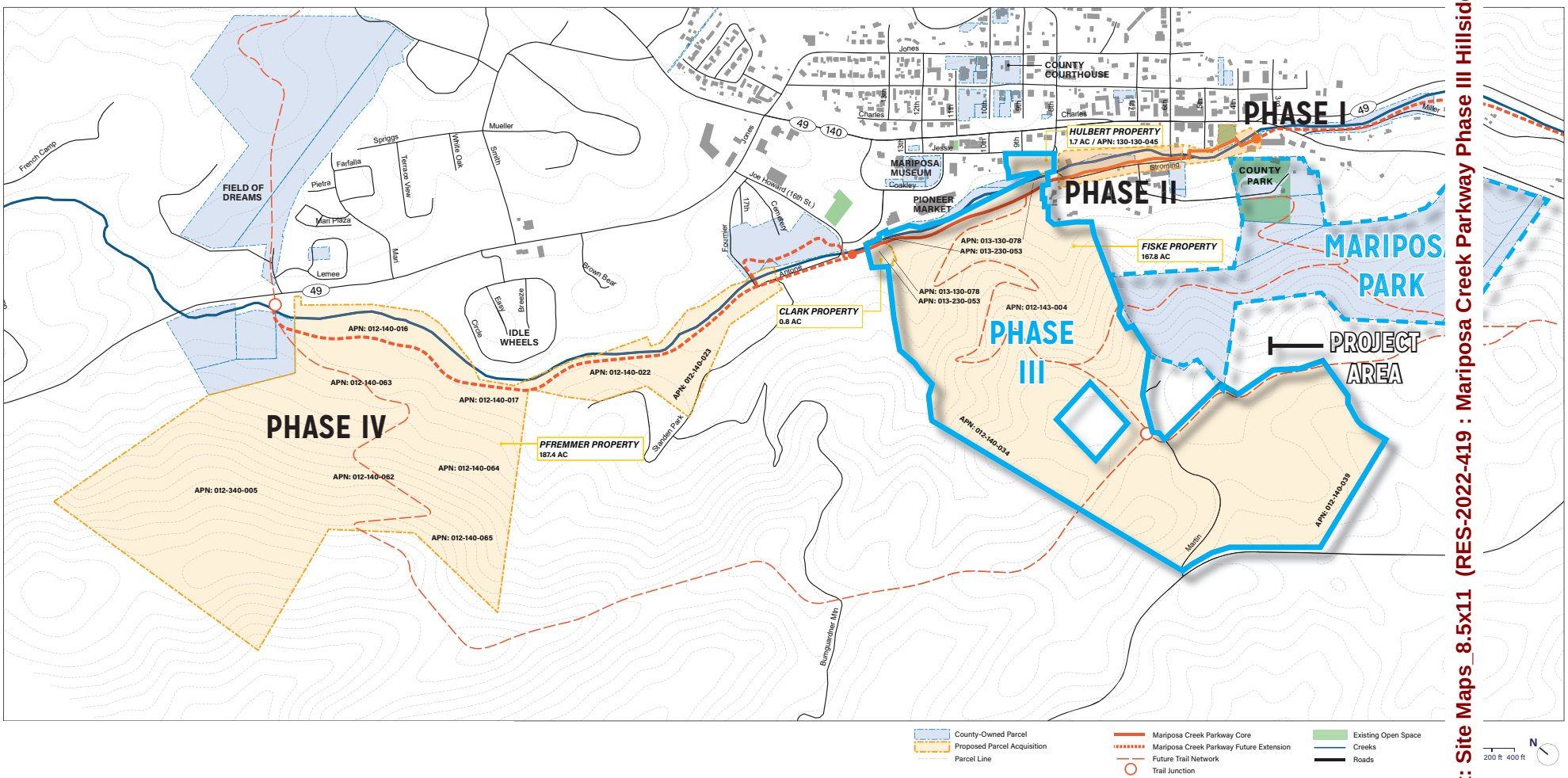
THE PROJECT AREA HAS INCREDIBLE STRATEGIC VALUE, BOTH AS A COMPONENT OF A NETWORK OF RECREATIONAL TRAILS AND A CHECK ON POTENTIAL WILDFIRES. IN ADDITION TO EXPANDIN RECREATIONAL ACCESS TO THE MARIPOSA CREEK PARKWAY (PHASES I + II OF WHICH CURRENTLY EXIST, PHASE III OF WHICH IS UNDER CONSTRUCTION, AND PHASE IV OF WHICH IS CURRENT IE SUBJECT OF AN INTENSIVE CALTRANS-FUNDED PLANNING EFFORT), A NEW SYSTEM OF TRAILS IN THE PHASE III HILLSIDE AND RIDGETOP CAN HELP MITIGATE THE RISK OF WILDFIRES FROM HIGHWAY I N TOWN.



Attachment: Site Maps_8.5x11 (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

PRIME LOCATION + STRATEGIC CONNECTIONS

THE PROJECT AREA IS BOTH CENTRALLY LOCATED IN THE TOWN OF MARIPOSA, WALKABLE FROM HOST OF HOTELS, BARS, RESTAURANTS, AND OTHER TOURISM AMENITIES, AND IS A CENTRAL F : IN A PLANNED SYSTEM OF OUTDOOR RECREATION AND ACTIVE TRANSPORTATION INVESTMENTS. ENCOMPASSING BOTH THE UPHILL PORTIONS OF PHASE III OF THE MARIPOSA CREEK PARKWAY AND ADJACENT MARIPOSA COUNTY PARK, THE PROJECT BOTH STANDS ALONE AS A TRANSFORMATIVE INITIATIVE, AND WILL CONTINUE TO CATALYZE ADDITIONAL PROJECTS THAT EXPAND ITS VALUE TO THE CON NITY.



Attachment: Site Maps_8.5x11 (RES-2022-419 : Mariposa Creek Parkway Phase III Hillside Trail Planning)

MARIPOSA COUNTY

Administration · 966-3222

ORDINANCE 2022-1176

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Purchasing Ordinance Update

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled "Purchasing", Which Will Amend Title 3.08 of Mariposa County Ordinance Code Regarding County Purchasing Authority.

This action is one of five board items intended to clarify and update the way the County purchases goods and services. This ordinance, as amended, will focus on establishing purchasing authority. Updates to three existing policies that govern purchasing, purchasing cards, and employee travel, respectively, will be requested separately. Finally, a fifth item requests Board approval to participate in the state travel program.

With the benefit of new ERP technology, these actions collectively address the following key elements of purchasing policy and procedure:

- Increase and clarify purchasing authority for the purchasing agent (county administrative officer) and assistant purchasing agents (department heads). Purchasing agent authority is increased from $50,000 to $60,000 and authority for assistant purchasing agents is increased from $10,000 to $20,000.
- Authorize the purchasing agent and assistant purchasing agents to enter agreements with terms up to three years and no more than two one-year extensions.
- Authorize the delegation of specific purchasing tasks at the discretion of each department head.
- Clarify when competitive solicitations are needed and related requirements.
- Authorize the use of cooperative agreements for higher value purchasing.
- Authorize staff to sign MOUs that do not involve compensation without Board approval.

- Centralize approval for the purchase of special commodities including cell phones, computer equipment, construction, facility repairs, and vehicles.
- Defines a collaborative procedure to help standardize purchases, where appropriate.
- Clarifies how to discard surplus.
- Expands the use of and guidance for purchasing cards (Cal Cards) and includes language around purchases in emergency situations.
- Introduces and implements the CalTravelStore for travel purchases at negotiated state rates. This program will also invoice the County for travel arrangements rather than requiring employees to cash flow their expenses with personal funds.
- Implements federal GSA-rate per diem for all staff pursuant to negotiations with DSA and SMA.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved Ordinance 1124 on May 23, 2017. Together with Resolution 17-371, which was approved on June 13, 2017, this ordinance changed purchasing agent authority from $10,000 to $50,000 and assistant purchasing agent authority from $1,000 to $10,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. This ordinance will not be adopted and staff will continue following existing purchasing procedures.

Direct staff to get more information or make amendments and return at a future meeting.

ATTACHMENTS:
2022 Purchasing Ordinance Update Redline (DOCX)
Purchasing Summary Ordinance (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

MARIPOSA ORDINANCE NO. _____

AN ORDINANCE ~~RESCINDING~~ AMENDING CHAPTER 3.08 (PURCHASING) OF THE MARIPOSA COUNTY CODE ~~AND ADOPTING A NEW CHAPTER 3.08 (PURCHASING) OF THE MARIPOSA COUNTY CODE~~

WHEREAS, the Board of Supervisors desires to amend Chapter 3.08 of the Mariposa County Code; and

WHEREAS, this amendment is to improve the efficiency of County purchasing by updating and clarifying purchasing authorities and establishing additional guidelines by resolution;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does hereby ordain as follows:

SECTION I: Chapter 3.08 entitled "Purchasing", ~~is adopted to read in its entirety~~shall be amended to read as follows:

3.08.010 Purpose.

The purpose of this chapter is to grant specific authority for the purchase of goods and services ~~adopt policies and procedures governing purchases of materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services by the county~~ in accordance with Article 7 of Chapter 5 of Part 2 of Division 2 of Title 3 of the California Government Code. This chapter is not intended to conflict with applicable provisions of state law and shall be interpreted as supplementary thereto. Among other things, this chapter shall not apply to contracts for public projects as defined by the Public Contract Code. Said contracts shall be let in accordance with applicable state laws and any county ordinances or resolutions implementing such laws.

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~~**3.08.020 Definitions.**~~

~~As used in this chapter:~~

~~A. "Agency" and "using agency" means any of the departments, offices, or other organizational units of the county government, and any special districts whose affairs and funds are under the supervision and control of the board of supervisors and/or for which the board of supervisors is the ex officio governing body.~~

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~~B. "Contractual services" means any and all telephone, gas, water, electric light and power services; the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, plumbers, engineers, consultants, auditors, general contractors, or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which the contract provides services which are required by the county government. All contracts shall be approved as to form by county counsel. Purchase of expert services for county counsel and the district attorney, contracts to print legal briefs or legal notices required by statute, resolution or ordinance, and space for legal advertising shall not be subject to the provisions of this chapter to the extent funds are budgeted for such expenses or as otherwise approved by the board of supervisors.~~

Attachment: 2022 Purchasing Ordinance Update Redline (2022-ORD-1176 : Purchasing Ordinance Update)

~~C. "Aggregate" means the assembling or forming differing parts or components or separate services to accomplish a single purpose or outcome.~~

~~D. "Surplus property" is defined as property which is no longer used or of use to the County, or property without any value.~~

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3.08.0320 Purchasing agent and assistant purchasing agents.

A. Pursuant to Section 25500 et seq. of the Government Code ~~of the state of California~~ and consistent with provisions of Section 2.32.040 of this code, the office of purchasing agent is established and consolidated with the office of county administrative officer. The county administrative officer serves, ex-officio, as the purchasing agent for the county.

B. Each department head serves, ex-officio, as an assistant purchasing agent with respect to services, supplies and equipment for his or her department as contained in the approved budget.

C. The board shall have the authority to appoint~~, by resolution,~~ other assistant purchasing agents by resolution.

D. The purchasing agent and assistant purchasing agents may authorize staff under their direct supervision and responsibility to process purchases within their authority.

3.08.0430 Duties and authorities of the purchasing agent.

A. Pursuant to Section 25500 et seq. of the Government Code ~~of the state of California~~, the purchasing agent shall have all the duties and powers prescribed by the laws of the state of California relating to county purchasing agents, by this chapter, and by resolutions of the board of supervisors. The authorization provided by this paragraph shall include but not be limited to contracts for special services under Government Code Section 31000.

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B. Pursuant to Government Code Section 25350.51, the purchasing agent may also contract for the lease of real property or storage space where the funding is provided in the approved budget. The purchasing agent shall make purchases, rentals, and contracts only upon proper written requisition, lease or contract.

C. ~~No c~~Contracts, purchase orders, requisitions, and/or leases approved ~~by~~ the purchasing agent ~~shall be limited to~~ not exceed ~~for~~ a term of three years with no more than two additional one-year extensions. ~~longer than one year unless approved by the board of supervisors.~~

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D~~C~~. The purchasing agent shall establish policies and procedures to be used by all county departments.

3.08.0540 Duties and authorities of assistant purchasing agents.

Attachment: 2022 Purchasing Ordinance Update Redline (2022-ORD-1176 : Purchasing Ordinance Update)

A. Assistant purchasing agents are authorized to obtain services, supplies and equipment, as contained in the approved budget and in amounts as authorized by a resolution of the board of supervisors. Such purchases shall not need the approval of either the purchasing agent or the board of supervisors. Assistant purchasing agents shall purchase services, supplies and equipment at the best possible price, giving due consideration to the use and quality of the item being purchased. Assistant purchasing agents are not authorized to purchase or lease real property or storage space without the purchasing agent's approval.

B. Contracts, purchase orders, requisitions, and/or leases approved by assistant purchasing agents shall ~~be limited to~~ not exceed a term of three years with no more than two additional one-year extensions.

~~B. Any single item or service, or interrelated items or services, purchased by an assistant purchasing agent in excess of the authority granted by a resolution of the board of supervisors shall be approved by the purchasing agent prior to purchase. Items or services in excess of the authority granted to the purchasing agent pursuant to Government Code Section 25500 et seq. shall be approved by the board of supervisors prior to purchase.~~

C. When the board of supervisors or the purchasing agent has entered into a contract with a vendor to supply all of the county's requirements for specified services, supplies or equipment, the assistant purchasing agent shall not have authority to purchase such supplies or equipment under this section.

D. Splitting or separating purchases of goods or services for purposes of circumventing the limits herein is prohibited.

3.08.0650 Purchase Authorization~~Procedure for purchases by purchasing agent and assistant purchasing agent.~~

A. All purchases require approval from an authorized purchasing or assistant purchasing agent. Purchases in excess of the authority granted to the purchasing agent or assistant purchasing agents, respectively, shall require the approval of the board of supervisors prior to purchase.

B. Purchases in excess of budgeted funds are not authorized and shall not be paid by the auditor.

C. The purchasing agent and assistant purchasing agents shall be responsible for providing the auditor with supporting documentation for each purchase or transaction to the satisfaction of the auditor.

D. All purchases must comply with federal, state and local laws.~~All purchases by either the purchasing agent or assistant purchasing agents shall be accomplished by virtue of a written invoice received from the seller, a purchase order, or contract. Each invoice, purchase order, or contract shall be signed and approved by the purchasing agent, or assistant purchasing agent prior to forwarding any request to the auditor's office for payment of the item(s) purchased, and~~

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~~shall contain an itemization of the item(s) purchased, date of purchase, the price of the item(s) and terms of the purchase. Any request for payment not accompanied by an invoice and approved, in writing, by either the purchasing agent or the assistant purchasing agent will be returned without action by the auditor. Any and all non-services purchases in excess of the authorities granted herein shall require the written approval of the purchasing agent and/or the board of supervisors prior to any request being forwarded to the auditor's office for payment. No purchase order shall be issued until the county auditor shall have certified that sufficient money is available in the proper budgeted fund of the department to pay for the purchase. Failure to forward such written approval to the auditor will result in the request being returned without action by the auditor.~~

3.08.0~~7~~60 Purchases by board of supervisors.

A. ~~The purchasing agent and each assistant purchasing agent shall submit to the board of supervisors, in writing, requests for purchase of any items in excess of the authority granted herein. When in its judgment the public interest requires, t~~The board of supervisors may purchase, require bidding, ~~as allowed or otherwise required by law,~~ or otherwise acquire goods or services ~~such items~~ on behalf of the County at any time. ~~on the open market at the lowest available price for the quantity and quality of item and/or service required. When bidding is required bids shall be solicited by public notice except where the board of supervisors makes a finding recorded in its minutes that competitive bidding would not be in the public interest. The method and extent of public notice shall be prescribed by the board of supervisors. All bids shall be submitted sealed to the department which solicited the bids. All bids shall be opened by the appropriate department head at the time and place noted in the public notice for the opening of the bids. The time and place of the bid opening shall additionally appear on the board of supervisors' agenda prior to the opening of the bids. The appropriate department head may reject any or all bids for all or any portion of the items bid. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection for a period of not less than thirty (30) days after the bid opening. In all cases, the award shall be made by the appropriate department head to the lowest responsible bidder, the appropriate department head shall take into consideration the quality of the item offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, service of item, and other information and data required. All bids shall require final approval by the board of supervisors and shall be placed on the routine agenda immediately after approval by the appropriate department head. No purchase or authorization to proceed shall be entered into by the appropriate department head until final approval by the board of supervisors of the bid award. This section shall not apply to labor, materials or equipment for public construction projects unless the requirements specified in this Title for such projects have been satisfied. Nothing contained herein shall alter the purchasing procedures required by state or federal law.~~

B. The board of supervisors may grant exceptions to this ordinance or related purchasing policies for individual purchases unless prohibited by state or federal law.

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Attachment: 2022 Purchasing Ordinance Update Redline (2022-ORD-1176 : Purchasing Ordinance Update)

3.08.0870 Authority of the director of public works ~~director~~ and transportation to acquire interest in real property.

A. Pursuant to ~~California~~ Government Code 25350.60, the director of public works ~~director~~ and transportation is authorized to perform all acts necessary to approve and accept for the county the acquisition of any interest in real property where the purchase price for such interest does not exceed five thousand dollars, in accordance with the following specified procedures:

1. Establishment of Purchase Price. The purchase price ~~(~~must be based on a summary of just compensation and may be adjusted only with the ~~"The~~ written concurrence of the director of public works ~~director~~ and transportation. The summary of just compensation shall be prepared in accordance with generally recognized real estate appraisal principles. The preparation of the summary of just compensation and the negotiations shall be performed in accordance with Government Code Section 7260 et seq.

2. Environmental Clearance. The purchase may not be consummated prior to compliance with the applicable environmental statutes and regulations.

3. Assurance of Funding. Prior to committing equity to acquisition of the property, funding must be identified [as assured] by the director of public works ~~director~~ and transportation.

4. Form of Investment. All instruments conveying ownership of a property interest must be in a form acceptable to the director of public works and transportation and county counsel.

5. Condemnation. Notwithstanding any other provision of this chapter, the director of public works ~~director~~ and transportation~~-~~'s authority shall be exercised in conjunction with the county counsel for any acquisition of an interest in real property where a resolution of necessity has been previously adopted by the board of supervisors of the county of ~~Stanislaus~~ Mariposa ~~for the county of Stanislaus,~~ or in its ex officio capacity for any other public entity.

6. Acceptance of Gifts. The director of public works~~director~~ and transportation is authorized to accept gifts consisting solely of real property interests. All requirements for the compliance with the environmental statutes and regulations shall be completed prior to acceptance of any real property interests.

~~director of and transportation~~

~~**3.08.080 Bulk purchasing.**~~

~~The board of supervisors may purchase supplies and equipment in bulk for the use and benefit of all departments of the county. If the board of supervisors engages in such purchases in bulk, each~~

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Attachment: 2022 Purchasing Ordinance Update Redline (2022-ORD-1176 : Purchasing Ordinance Update)

~~department shall be required to obtain its materials and supplies, if available, from the supplies and equipment purchased in bulk by the board of supervisors.~~

~~**3.08.081 Surplus property.**~~

~~Surplus property shall be disposed pursuant to California Government Code Section 25504. Any notice required for the sale or disposal of surplus property shall be provided as required by Government Code Section 6061.~~

~~**3.08.090 Written contracts.**~~

~~All requests by a using agency for contractual services require a written contract. The purchasing agent shall have authority to approve contracts for services not exceeding a term of one year. The board of supervisors may negotiate contracts for any services as it determines is necessary.~~

~~**3.08.100 Gratuities--disciplinary action.**~~

~~The acceptance of any gratuity in the form of cash, merchandise, or any other thing of value by an official or employee of the county from a vendor or contractor, or prospective vendor or contractor unless otherwise allowed by state or federal law, is prohibited and shall be cause for disciplinary action.~~

~~**3.08.110 Unlawful purchases.**~~

~~Except as otherwise provided by law, no purchase of supplies, equipment, or contractual services shall be made in excess of the amount of the appropriations allowed by the budget.~~

~~**3.08.120 Selection of professional services firms.**~~

~~In selecting and contracting for private architectural, professional engineering, environmental, land surveying, and construction project management services, the board of supervisors shall use as a basis for the selection demonstrated competence and qualifications for the types of services to be performed in conjunction with assurances of fair and reasonable prices to the County of Mariposa. All contracts for professional services shall be approved as to form by county counsel pursuant to California Government Code Section 4526.~~

3.08.~~130~~ 080 Violation of chapter 3.08.

The board of supervisors may require any county officer or employee to personally pay for any items purchased in violation of this ordinance and established purchasing policies. Unauthorized or inappropriate purchases may result in other employment consequences pursuant to relevant County policies. ~~the purchasing requirements of Chapter 3.08. The purpose of this chapter is to adopt policies and procedures governing purchases of materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services by the county in accordance with Article 7 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code. This chapter is not intended to conflict with applicable provision of state law and shall be interpreted as supplementary thereto.~~

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Attachment: 2022 Purchasing Ordinance Update Redline (2022-ORD-1176 : Purchasing Ordinance Update)

SECTION II: This Ordinance shall become effective ~~effective~~ thirty (30) days from the date of passage~~,~~ pursuant to Government Code Section 25123.

PASSED AND ADOPTED this 28th ~~3rd~~ day of ~~May~~June, ~~2017~~2022, by the Board of Supervisors of Mariposa County by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rosemarie Smallcombe, Chair

Board of Supervisors

ATTEST:

Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

~~Need to include a signature block. (Chair signature, COB & CC).~~

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Attachment: 2022 Purchasing Ordinance Update Redline (2022-ORD-1176 : Purchasing Ordinance Update)

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING THE COUNTY PURCHASING

Notice is hereby given that on **Tuesday, July 12, 2022, at 9:00 a.m.** or as soon thereafter as possible, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance amending the Mariposa County Purchasing Code. The proposed change is as follows:

Section I: Clarifies purchasing authority may be delegated to staff and is limited to agreements of three years or less with no more than two one-year extensions. Removes language not relevant to establishing purchasing authority. Adds authority for public works to obtain right-of-way, valued up to $5,000, in conjunction with road and other projects.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

A certified copy of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Keith Williams
Interim Clerk of the Board

Attachment: Purchasing Summary Ordinance (2022-ORD-1176 : Purchasing Ordinance Update)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-420

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MPUD Fire Station Close of Escrow

RECOMMENDATION AND JUSTIFICATION:
Ratify the Vice Chair's Signature on Documents to Close Escrow on the Fire Station and Property at 5273 Highway 49 North in Mariposa; Approve a Certificate of Acceptance for the Property; and Authorize the Board of Supervisors Chair to Sign the Certificate.

On February 1, 2022, the Board of Supervisors approved an agreement accepting responsibility for fire and related emergency response in the town of Mariposa. The agreement included accepting a facility and equipment for the provision of those services from the Mariposa Public Utility District (MPUD), who previously had responsibility. This item ratifies documents that were signed by Vice Chair Miles Menetrey in order to close escrow on the transfer of the fire station at 5273 Highway 49 North in Mariposa.

This item also asks for the Board to approve a certificate of acceptance to allow the recorder to record this property in the County's name. Board approval of a transfer of property into the County's name is required by California Government Code Section 27281.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
At the request of MPUD, the County and MPUD discussed a transfer of responsibility for fire and emergency response in the town of Mariposa for several years. The Board of Supervisors discussed fire department service levels, including a possible merger with MPUD Fire, at its regular meeting on February 12, 2019. The Board had a discussion about fire response in the MPUD service territory on February 18, 2020, and staff was directed to continue with negotiations. A third public discussion on this topic, which included an outline of the terms mentioned here, was held on December 21, 2021.

On February 1, 2022, the Board of Supervisors approved an agreement with MPUD that did the following:

- Beginning July 1, 2022, Mariposa County is responsible for providing all fire

and related emergency response within the MPUD boundary.

- MPUD facilities and equipment related to providing fire and emergency response are being transferred to the County. This includes the fire station on Highway 49 and the fire engines and protective equipment located there.

- The County is responsible for paying the remaining debt service on the fire station: $232,597.12. This amount is included in the escrow account and will be paid upon receipt of the certificate of acceptance.

- MPUD is transferring remaining funds collected for the purpose of fire and emergency response upon close of escrow.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County would be in violation of its February 1 agreement. Staff would need further guidance from the Board to understand how to proceed.

FINANCIAL IMPACT:
This transaction was included in the FY23 budget. No additional funds will be necessary.

ATTACHMENTS:
MPUD Fire Station Executed Documents (PDF)
Cert of Accept - MPUD (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

When recorded mail to:
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

Mail Tax Statements to above

Above Space for Recorder's Use only

The undersigned declares Documentary Transfer Tax is: $ 253.55
_X_ Computed on the full value, or _____ Computed on the full value less liens and encumbrances
File No. M32708 **APN: 013-050-064-000**

Grant Deed

For Valuable Consideration, receipt of which is hereby acknowledged,
Mariposa Public Utility District, a local agency of the state, who acquired title as Mariposa Public Utility District, a Political Subdivision

Hereby Grants To:
County of Mariposa, a political subdivision of the State of California

All that certain Real Property in the unincorporated area, County of Mariposa, State of California as more particularly described in the Legal Description attached hereto

Dated: 6/30/2022

Mariposa Public Utility District, a local agency of the state

BY: Gordon Dulcich
Gordon Dulcich, Chair
MPUD Board of Directors

ATTEST: Susan A Wages
Susan A. Wages, General Manager
Clerk. Ex-officio, Secretary

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of CA

County of Mariposa

On 6/30/2022 , before me T. Lindsey, Notary Public , notary public, personally appeared Gordon Dulcich and Susan A. Wages who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument, the person (s) or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

T. Lindsey

T. LINDSEY
Notary Public - California
Mariposa County
Commission # 2363314
My Comm. Expires Jun 29, 2025

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

PROPERTY DESCRIPTION

All that certain real property situated in the County of Mariposa, State of California, more particularly described as follows:

A tract of land situated in a portion of the Southeast quarter (SE 1/4) of Projected Section 15, Township 5 South, Range 18 East, M.D.B.& M., Rancho Las Mariposas, Mariposa County, State of California, said tract of land being described as follows:

BEGINNING at a point on the southwesterly line that certain state highway known as State Highway 49 North, said point also being the easternmost corner of Parcel 2, as said Parcel 2 is delineated on that certain map entitled "Parcel Map for George P. Greenamyer et al" filed December 29, 1976 in Book 11 of Parcel Maps at Page 30, Mariposa County Records; thence, N 46° 07' 29" W along the southwesterly line of said State Highway 49 North, for 156.94 feet to the easternmost corner of that certain real property described in the Joint Tenancy Grant Deed recorded April 20, 1992 as Document No. 922620, Mariposa County Official Records; thence, leaving the southwesterly line of said State Highway 49 North, S 43° 58' 54" W, along the southeasterly line of said certain real property, for 149.79 feet to a point, said point being the southernmost corner thereof, said point also being a point on the northeasterly line of Parcel 1, as said Parcel 1 is delineated on said map; thence S 46° 07' 29" E, along the northeasterly line of said Parcel 1, for 156.94 feet to the southernmost corner of said Parcel 2; thence leaving the northeasterly line of said Parcel 1, N 43° 58' 54" E, along the southeasterly line of said Parcel 2, for 149.79 feet, more or less, to the POINT OF BEGINNING.

The LAND is described in that certain Certificate of Compliance for lot line adjustment approved by the County of Mariposa, recorded April 27, 2000 as Document No. 2001616, Mariposa County Records.

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

Escrow Instructions

Inter-County Title Co.,
Tuolumne-Mariposa Division
5160 Bullion Street, P.O. Box 838
Mariposa, Ca 95338
(209) 966-3653 Fax 742-6829
Escrow Contact Tonya
Broker Offices:
Listing
Selling

Date: June 29, 2022
Escrow No.:M32708
Property Address:
5273 Hwy 49 N.
Mariposa
CA 95338

APN: 013-050-064-000

To: Inter-County Title Co., Escrow Holder

SECTION I

Mariposa Public Utility Dist.

Seller(s) herein, hand you a deed conveying the property described herein to the vestee named below;

County of Mariposa

Buyer(s) herein

(X) and prior to the escrow time limit of: July 1st, 2022
buyer shall deposit the balance of the purchase price and required closing costs
To complete a purchase price of:.....$ 230,138.57

Except for ELECTRONIC PAYMENT or WIRE TRANSFERS, funds remitted to this escrow are subject to availability requirements imposed by California Insurance Code Section 12413.1 (Chapter 598, Statutes of 1989), effective January 1, 1990.

CASHIER'S, CERTIFIED or TELLER'S CHECKS, payable to Inter-County Title Co. are generally available for disbursement on the next business day following the date of deposit. Other forms of payment may cause extended delays in closing of your transaction. Inter-County Title Co. will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by State Law. Funds received shall be deposited into an escrow trust account and disbursed by escrow trust account checks. WIRE TRANSFER INFORMATION IS AVAILABLE UPON REQUEST

****VERY IMPORTANT - Email hacking and fraud are on the rise to fraudulently misdirect funds. Prior to sending any funds by wire, please call your escrow officer to verify any wiring instructions received. Escrow holder is not responsible for any wires sent by you to an incorrect bank account****

SECTION II

You are authorized and instructed to deliver and/or record all documents and disburse all funds, when you will issue your current form of CLTA Owners policy of title insurance with regional exceptions(and lender's policy as required by lender, if any), with a liability in the amount of the purchase price covering the real property described in your Preliminary Title Report No. M32708 prepared for this transaction; and SHOWING TITLE VESTED IN:

County of Mariposa, a political subdivision of the State of California

Prior to close of escrow buyer shall provide escrow holder with the desired method of ownership (Vesting) pursuant to separate instructions. Vesting shall be added to the deed prior to recording.

Note: The manner of holding title may have tax consequences. You are advised to seek advice from legal counsel or your accountant. Acquiring title as married as your sole and separate property will require a notarized conveyance deed from your spouse.

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

Escrow Instructions - Page 2

(Escrow No. M32708)

SUBJECT TO:

(1) Real property general and special taxes for the current fiscal year, including reassessments if any, and special district assessments, bond assessments and personal property assessments included therein.

(2) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

(3) Covenants, conditions, restrictions, rights of ways, easements, reservations and other encumbrances of record, all of which, if any, are set forth on the preliminary title report. Additional encumbrances created through this escrow with buyers consent shall also be shown. Deeds of Trusts and other monetary liens being paid through escrow shall be deleted.

The matters set forth on the preliminary title report which are to remain of record are as follows: 1 through 8. The following items shall also be shown on the policy.

SECTION III

Seller and buyer instruct escrow holder to disburse funds as appropriate for the following items:

1. Taxes are to be paid current and prorated based upon the close of escrow. Depending upon the time of year, taxes may be coming due for which the buyer is responsible and has been credited with seller's portion. These taxes are due whether buyer has received a tax bill or not. Seller shall attempt to deliver to buyer any tax bills received after close of escrow.
2. Escrow holder shall obtain payoff demand statements from any existing lenders, which demands shall be paid from sellers proceeds at close of escrow.
3. Escrow holder shall pay a real estate commission, if brokers are involved, pursuant to any Listing Agreement or Broker Compensation Agreement provided to escrow as set forth on the responsible party's settlement statement attached hereto.
4. These instructions shall remain in full force and effect until the escrow time limit set forth herein. After the expiration of the time limit, you may proceed with the closing only if you are not in receipt of conflicting written instructions or demand for cancellation.
5. If after the expiration of the time limit set forth herein, written demand for cancellation is submitted to you by either seller and/or buyer, you are to notify each of the other parties and act in accordance with mutual written instructions with the respect to the disbursement of deposits and return of documents or other provisions in the purchase contract.
6. Buyer shall pay for any hazard insurance desired or required by any lender. If not required, buyer is advised to obtain insurance if property is improved.

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

Escrow Instructions - Page 3

(Escrow No. M32708)

SECTION IV

(Contingencies, conditions and other disbursements)

Deposit into escrow of all funds and recording documents required to close escrow shall be deemed satisfaction of the above conditions and full release of all of the above contingencies and shall constitute authorization for Escrow Holder to close escrow without further need of contingency release documents.

SECTION V

(Tax Reform Act of 1986 Requirement)

In accordance with the Tax Reform Act of 1986, which requires settlement agents to disclose Seller's Social Security or Tax Payor Identification Number, Seller (s) shall provide escrow holder with a completed and signed Substitute 1099-S form.

If this sale or exchange involves the seller's principal residence, it may be exempt from reporting to the seller and to the Internal Revenue Service on form 1099-S. To determine if this transaction is exempt from reporting, a Certification For No Reporting must be requested, completed by the seller and submitted to escrow holder.

SALE PROCEEDS: Proceeds belong to the seller. If the seller is a Trust, the proceeds must be paid to the trust, in care of the trustee. Seller is advised to establish an account in the name of the trust, if not already established, prior to close of escrow. No exceptions.

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

Escrow Instructions - Page 4

(Escrow No. M32708)

SECTION VI

(Escrow Notices)

Trust Certification: If sellers or buyers are acting in the capacity of trustees under the terms of a trust, they hereby certify under penalty of perjury that they have the unrevoked power to execute all documents necessary to consummate this transaction without further authorization.

Instructions and other documents submitted to escrow holder by facsimile or other electronic transmission containing appropriate signatures acceptable to escrow holder, shall be deemed originals. Escrow holder is hereby appointed as agent for the purpose of submitting recordings to the County Recorder. If a mobilehome is included as part of this transaction, escrow holder is authorized to execute all documents necessary to transfer the mobile through the Department of Housing on behalf of the parties.

Settlement Statements attached hereto are hereby incorporated herein, as though fully set forth at length herein, by this reference. Some amounts may represent estimates only and shall be adjusted in escrow.

The Escrow Holder herein is Inter-County Title Co., Tuolumne-Mariposa Division, a California Corporation, licensed by the State of California Department of Insurance. Escrow holder shall have the absolute right to file an action in interpleader in any court to litigate any claims in the event of controversy between the parties hereto. In the event funds are retained in escrow after closing or after the designated escrow time limit, escrow holder shall be entitled to reasonable fees for maintaining, processing and accounting for said funds in escrow.

Sellers and buyers hereby acknowledge having read and approved all pages of these instructions, including the tax withholding notice and privacy policy notice attached hereto.

Seller's proceeds shall be paid by one trust account check payable to all sellers unless specified otherwise in writing. If multiple sellers are involved, please make your request prior to close of escrow.

Dated: 6/30/2022

Mariposa Public Utility District, a local agency of the state

BY: Gordon Dulcich

Gordon Dulcich, Chair
MPUD Board of Directors

ATTEST: Susan A Wages

Susan A. Wages, General Manager
Clerk. Ex-officio, Secretary

Mailing address after close of escrow

PO Box 494
Mariposa CA 95338

Dated: 6/30/22

County of Mariposa

By: MS Menetrey

Miles Menetrey, Board ~~Chair~~ Vice Chair

Mailing address after close of escrow

PO Box 784
Mariposa, CA 95338

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

Notification of Withholding Requirements

"In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an alternative withholding calculation amount certified by the seller in the case of a disposition of California real property interest by either:

* A seller who is an individual, trust, or estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.

* A corporate or partnership seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The buyer may become subject to penalty for failure to withhold. The penalty is an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

* The sale price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000).

* The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation or a partnership with a permanent place of business in California.

* The seller, who is an individual, trust, estate, partnership or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:

* The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).

* The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).

* The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.

* The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.

* The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes."

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

Additionally, under the federal "Foreign Investment in Real Property Tax Act", as amended (FIRPTA) and related laws, a buyer may be required to withhold, and could be liable for, an additional tax equal to 15 percent (15%) of the sales price of the real property being conveyed (10% if closed prior to Feb. 16, 2016), in the case of a non-exempt seller who may also be classified as a "foreign person" under Section 1445 of the Internal Revenue Code.

Due to the complexity of these tax laws, and the penalty provisions for failure to withhold, the parties hereto are advised to consult with their respective attorneys or financial advisors as to their obligations, if any, prior to close of escrow. All parties hereby acknowledge receipt of this notice and also that no representation or recommendation has been made by Escrow Holder concerning the above referenced withholding requirements.

If the Purchase Price exceeds $100,000.00, Seller shall complete and sign REAL ESTATE WITHHOLDING STATEMENT FORM 593. If the Purchase Price exceeds $100,000.00 and is an Installment Sale, Buyer shall complete Part V of the REAL ESTATE WITHHOLDING STATEMENT FORM 593 and sign. Escrow holder shall withhold the appropriate amount determined by said form and remit to the Franchise Tax Board along with said form. Withholding is the buyer's responsibility and in consideration of Escrow Holder's assistance in complying with this withholding remittance, escrow holder may charge the sum of $45.00 for this service. Initials below by the sellers and buyer represent acknowledgement of the above notice and withholding requirements.

initial _____ _____ initial MSM _____

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

Stewart Title - Available Discounts

Stewart Title is pleased to inform you that upon property qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

* Property located within an area proclaimed as a state or federal disaster area;
* Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;
* Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

BUYER'S STATEMENT

File No.: M32708
Escrow Officer/Closer: Tonya Lindsey
Settlement Date: July 1, 2022
Buyer: County of Mariposa
Seller: Mariposa Public Utility Dist.
Property: 5273 Hwy 49 N.
Mariposa, CA 95338

DEBITS

Sale Price of Property			230,138.57
Recording Fees	ESTIMATE	to Mariposa County Recorder	26.00
Transfer Taxes		to Mariposa County Recorder	253.55
Settlement Escrow Fee		to Inter-County Title Co., Tuolumne-Mariposa Division	800.00
Settlement Doc Prep		to Inter-County Title Co., Tuolumne-Mariposa Division	200.00
Title - Owner's Title Insurance		to Inter-County Title Co., Tuolumne-Mariposa Division	995.00
Full Reconveyance		to Inter-County Title Co., Tuolumne-Mariposa Division	184.00
Gross Amount Due From Buyer		**TOTAL DEBITS**	$ 232,597.12

CREDITS

Less Total Credits to Buyer	**TOTAL CREDITS**	$ 0.00

BALANCE

From Buyer	$ 232,597.12

APPROVED:

County of Mariposa

By: _____
Miles Menetrey, Board ~~Chair~~ Vice Chair

_____
Inter-County Title Co., Tuolumne-Mariposa Division

(M32708.PFD/M32708/1

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

SELLER'S STATEMENT

File No.:	M32708
Escrow Officer/Closer:	Tonya Lindsey
Settlement Date:	July 1, 2022
Buyer:	County of Mariposa
Seller:	Mariposa Public Utility Dist.
Property:	5273 Hwy 49 N. Mariposa, CA 95338

CREDITS

Sale Price of Property		230,138.57
Total Credits to Seller	**TOTAL CREDITS**	$ 230,138.57

DEBITS

Payoff of First Mortgage Loan 97-11 Loan Payoff $ 230,138.57 As of 07/01/22	to US Dept. of Agriculture	230,138.57
Less Total Reductions to Amount Due Seller	**TOTAL DEBITS**	$ 230,138.57

BALANCE

To/From Seller	$ 0.00

APPROVED:

Mariposa Public Utility District, a local agency of the state

BY: _____
Gordon Dulcich, Chair
MPUD Board of Directors

ATTEST: _____
Susan A. Wages, General Manager
Clerk. Ex-officio, Secretary

_____
Inter-County Title Co., Tuolumne-Mariposa Division

(M32708.PFD/M32708/12)

Attachment: MPUD Fire Station Executed Documents (RES-2022-420 : MPUD Fire Station Close of Escrow)

Certificate of Acceptance

This is to certify that the interest in real property conveyed by the attached Grant Deed dated June 30th, 2022 from the Mariposa Public Utility District to the County of Mariposa, a political subdivision of the State of California, is hereby accepted by Rosemarie Smallcombe on behalf of the Board of Supervisors of Mariposa County pursuant to the authority conferred by resolution of the Board of Supervisors of Mariposa County, adopted July 12th, 2022, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

Date: _____

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Approved as to Legal Form:

_____
Steven W. Dahlem, County Counsel
Mariposa County

Attachment: Cert of Accept - MPUD (RES-2022-420 : MPUD Fire Station Close of Escrow)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-421

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Amend Job Description for County Librarian

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the County Librarian Job Description to Allow Consideration of a Broader Combination of Education and Experience.

Mariposa County has been recruiting for the County Librarian position since May with no qualified applicants. To allow for broader consideration of candidates, staff recommends amending the job description to include language permitting a more flexible combination of education and experience to meet minimum qualifications for the interview process. Any current certification requirements and all other elements of the job descriptions will remain unchanged.

Similar language has already been added to other job descriptions including the Building Director, the Director of Public Works and Transportation and Administration Analyst series. In each case, expanding the flexibility in meeting minimum qualifications has resulted in Mariposa County being able to fill the position.

Of particular note in this instance is a state requirement for county librarians to have a master's degree in library and information science (MLIS). The state librarian has confirmed that the Board may appoint a candidate who does not have a master's degree, as was the case with the recently retired librarian. In that circumstance, the state librarian would check in regularly to confirm the county librarian is progressing toward receiving a master's degree in a reasonable period. The job description allows for the degree to be obtained within three years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time the Board approves amendments to job descriptions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the change to the job descriptions as requested and continue with the current job descriptions.

FINANCIAL IMPACT:
N/A

ATTACHMENTS:
County Librarian (PDF)

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

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COUNTY LIBRARIAN

DEFINITION

To plan, coordinate, administer, promote and supervise the activities of the County library system; to perform professional library work; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Board of Supervisors. Appointed by and serves at the pleasure of the Board of Supervisors.

Exercises direction over Library support and volunteer staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Plans, organizes, administers and supervises the programs and activities of the County library system.

Develops and implements policies and procedures to ensure efficient and effective library services.

Interprets and provides guidance regarding goals and objectives, policies and procedures, to department personnel.

Confers with department staff, County staff and administrators, and the Board of Supervisors on operational and administrative problems, and helps to develop solutions.

Establishes, within County policy, appropriate staffing levels; allocates resources accordingly.

Prepares and administers departmental budgets; reviews and approves expenditures; prepares related reports.

Researches, develops and oversees the operation of grant programs.

Selects, supervises, motivates and evaluates the performance of department personnel; oversees the recruitment of library volunteers; provides for staff and volunteer training; implements disciplinary and termination processes as necessary.

Reviews and evaluates reports of subordinates for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.

Performs professional library work as needed, including reference, readers' advisory, cataloging and circulation duties.

Oversees collection development for the main library and its branches.

Assists in planning and preparing library displays.

Works closely with the Friends of the Library and related groups interested in the enhancement and promotion of library services.

Attachment: County Librarian (RES-2022-421 : Amend Job Description for County Librarian)

Confers with and provides professional assistance to members of County departments, government agencies, volunteer and community groups on library and related matters.

Receives and responds to inquiries, requests for assistance, concerns and complaints from the public regarding library programs, services and policies.

Plans and oversees the proper maintenance of library facilities, furnishings and equipment.

Oversees the use and maintenance of the library's computer systems and software; provides user instruction and support to staff and the public as needed.

Prepares and submits narrative, statistical and financial reports to the County Administrative Officer, Board of Supervisors and State Library.

Attends civic and other community meetings and events to explain and promote the activities and functions of the department and to establish favorable public relations; gives public speaking presentations as requested; prepares and distributes news releases and other publicity materials.

Performs general administrative work as required, including preparing reports and correspondence, conducting and attending meetings, reviewing mail and literature, ordering supplies and equipment, copying and filing documents, digitizing materials for preservation, entering and retrieving computer data, answering the telephone, etc.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, regulations, codes and ordinances.

Principles and methods of County library organization, administration, trends, services, technologies and equipment.

Organizational and management practices as applied to the analysis and evaluation of library programs, policies and operational needs.

Principles of professional library work.

Information systems and automation systems as applied to library activities.

Current state- and nation-wide library trends and emerging technologies.

The use of the Internet for employee / patron research and reference assistance, including various laws, regulations and guidelines governing appropriate Internet access and filtering.

Principles of management, supervision, training and performance evaluation.

Principles of volunteer recruitment, training, supervision and recognition.

Budget preparation and administration practices.

Attachment: County Librarian (RES-2022-421 : Amend Job Description for County Librarian)

Methods of fundraising, revenue development, and grant writing and administration.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for data and word processing.

English usage, spelling, grammar and punctuation.

Safe work practices.

Public / community relations techniques.

Ability to:
Interpret, analyze and apply pertinent federal, state and local laws, rules, regulations, codes and ordinances.

Develop, implement and interpret goals and procedures for providing effective and efficient programs and services.

Plan, organize and direct main library and branch library operations.

Plan and coordinate the most effective use of personnel, facilities and resources to achieve department goals.

Collect and analyze data to establish and identify needs and evaluate program effectiveness.

Evaluate library resources in all formats and monitor library trends.

Plan, organize and supervise the work of subordinate staff and volunteers.

Select, train and evaluate staff and volunteers.

Exercise sound, independent judgment.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Prepare and administer budgets; administer grant programs.

Implement automated circulation systems.

Effectively use computers for word and data processing, records management, specialized library applications and Internet research.

Maintain a positive public image of department programs and services through contact with the news media and the general public.

Attachment: County Librarian (RES-2022-421 : Amend Job Description for County Librarian)

Communicate clearly and concisely, both orally and in writing.

Prepare clear and concise administrative and financial reports.

Perform mathematical computations quickly and with accuracy.

Establish and maintain effective working relationships with those contacted in the course of work.

TYPICAL WORKING CONDITIONS
Work is performed in a normal office / library environment.

TYPICAL PHYSICAL REQUIREMENTS
Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, climb and reach while performing office duties; lift and/or move weights of up to 40 pounds; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS
Experience:
Three years of increasingly responsible library experience, including budget preparation and supervision in either the public or private sector.~~Five years of increasingly responsible library management experience, including budget preparation and supervision.~~

Education:
High school or GED equivalency is required. Bachelor's degree in Library Science, Public Administration, Public Policy or a related field. Master's Degree in Library Science or completion of a Master's Degree in Library Science within three (3) years of the start of employment. ~~Graduation from an accredited college or university with a Master's degree in Library Science.~~

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Must pass a pre-employment physical.
~~Must pass a pre-employment physical.~~

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This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Attachment: County Librarian (RES-2022-421 : Amend Job Description for County Librarian)

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06(B/S Res. 06-73)

Attachment: County Librarian (RES-2022-421 : Amend Job Description for County Librarian)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Amend the Committee Policy

RECOMMENDATION AND JUSTIFICATION:
Approve Amendments to the Committee Policy, Effective Immediately.

Upon adoption in February, the policy was distributed to departments to disperse to the various committees and commissions. Over the last seven months, two requests for changes and questions of clarification have been presented to the Clerk of the Board's Office. Changes vary based on different needs.

1) Allowing for County staff to take minutes, if approved by the Department Head.
2) Additional language that reiterates certain sub-committees are not bound by the Brown Act.
3) Clarifying what the difference is between a standing committee and discretionary committee.
4) Additional language of communication responsibility of the chair.
5) Removal of standing committees from the sunset date list.

These amendments were reasonable in a nature and are being requested to be approved.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 15, 2022, the Board Adopted resolution 22-115 establishing a new Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees (“committees”.)

August 24, 2021, the Board discussed the concept of a committees policy and gave direction to the Clerk of the Board to develop same.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action means that the committee's will continue to operate with the current policy, the Board may remove or alter provisions of this policy as it deems necessary.

ATTACHMENTS:
Amended Mariposa Committees Policy (PDF)
Change Log for Policy (DOCX)

REF ID# 12882

RESULT: WITHDRAWN

EXHIBIT "A"

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

1. PURPOSE

The County of Mariposa depends on many discretionary and non-discretionary boards, commissions, and committees (hereinafter collectively referred to as "committees" and individually referred to as "the committee") to conduct the public business and to comply with applicable statutory mandates. Consequently, the Board of Supervisors deems it advisable and a matter of public interest to establish guidelines for the establishment, dissolution, and operation of committees, as well as to clarify procedures and standing rules for the members of these bodies, as well as for staff, and the public.

2. POLICY INTENT

These guidelines are intended to be applied to all committees established by the Board of Supervisors regardless of whether creation was via resolution, ordinance, or other Board action.

3. POLICY LIMITATIONS

This policy is not meant to change any statutory authority or requirement. Where a conflict exists between statutory authority and this policy, the statutory authority shall prevail.

4. DEFINITIONS

- Ad hoc Committee

  A sub-committee that is created for a particular project or task and/or for a specific limited timeframe, and which is normally dissolved upon completion of the project or task, or automatically when the specified timeframe has elapsed.

- Discretionary Committees

  Advisory Boards, Commissions, and Committees that are not mandated by State or federal law or regulation. (all county Advisory Boards, Commissions, and Committees that are not mandated by the State or Federal Government)

- Majority

  - Committees with a set number of committee members (as established upon committee creation or as amended by action of the Board of Supervisors)

    One-half of the number of committee members (filled or unfilled), plus one, unless defined otherwise by law.

  - Committees with a floating number of committee members (those with a range of minimum and maximum number of members, as established upon committee creation or as amended by the Board of Supervisors.)

    One-half of the number of appointed committee members, plus one, unless defined otherwise by law.

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- Quorum

  One-half of the committee membership, plus one, unless defined otherwise by law.

- Standing committee

  A permanent committee that meets regularly. (all county Advisory Boards, Commissions, and Committees that are mandated by the State or Federal Government.)

- Sub-committee

  A small group of people composed of some members of a larger committee, and which reports back to the larger committee. A sub-committee can be established in the bylaws or by committee approval, which is clearly noted in the minutes. A sub-committee can be a standing committee or an ad hoc committee.

- Sunset Date

  The date on which a committee's authorization to function expires, unless a Board action is taken to extend it another term.

- Unscheduled Vacancy

  A vacancy that occurs for any reason prior to the end of a member's term.

5. ESTABLISHMENT AND DISSOLUTION OF DISCRETIONARY COMMITTEES

5.1 To conserve County resources, the Board of Supervisors may direct the use of Ad hoc committees, advisory councils, or town hall meetings prior to establishing a new discretionary committee.

5.2 New discretionary committees shall be established by a resolution of the Board which includes:

A) A statement of purpose.
B) Membership requirements, if any. (Demographics, experience, etc.)
C) Membership term lengths.
D) Member compensation.
   a. A clause noting that members serve without compensation; or
   b. A clause that addresses compensation, stipends reimbursement of mileage or other expenses.
E) A "sunset date," or other date of dissolution, for the committee which is no more than four years from the date that the Board creates the committee.
F) Designation of the administering County Department to liaise with the committee and provide advice, oversight, and committee support, as needed, including submission of minutes to the Clerk of the Board.

5.3 No committee shall have powers other than advisory to the Board of Supervisors or Planning Commission except as may be contained in the Mariposa County Code.

5.4 Initial sunset dates, staggered across four years, are hereby established for existing

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committees via Appendix 1, which is attached hereto and incorporated herein by reference.

5.5 A committee shall cease to exist upon the accomplishment of the special purpose for which it was created, upon reaching an unextended sunset date, or when dissolved by a majority vote of the Board of Supervisors. The Board of Supervisors may dissolve a committee prior to a discretionary committee's established sunset date.

5.6 The Board of Supervisors shall retain discretion to remove any committee member as it deems necessary, for any cause.

6. APPLICATION AND APPOINTMENT PROCEDURES

6.1 County committees are meant to inform policy regarding the needs of Mariposa County residents. Consequently, committee members must reside or work within Mariposa County, unless otherwise defined by the establishing authority.

6.2 All new committee members must submit a completed County Committees application to the Clerk of the Board, along with answers to any supplemental questions, prior to any advertised deadline. The Clerk shall log valid applications and forward them to the administering department to vet qualifications and prepare a Board item. Applications received after the deadline are invalid and will not continue in the process.

6.3 In the event that multiple applications are submitted for a position, applications may be vetted by a committee composed of the Board liaisons for that department, the department head, and the Clerk of the Board, with a recommendation made to the Board of Supervisors. Any such recommendation will be presented to the Board of Supervisors along with all valid applications, redacted to protect sensitive personal information.

6.4 No committee member will be appointed/reappointed to a term longer than four years, except as otherwise provided herein.

6.5 Committee members, except for those who have resigned or been removed, may continue to serve until an appointment or reappointment is made.

6.6 Members of committees who wish to continue serving in their appointed capacity for additional terms are required to complete and submit a new application, or may update and resubmit their original application if no pertinent information has changed. All qualifying applications for the vacancy will be submitted to the Board of Supervisors along with any recommendation from the administering department.

6.7 In the event of a resignation by a committee member, it is the responsibility of the resigning member to communicate the resignation to the Clerk of the Board or the administering department.

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6.8 In the event of an unscheduled vacancy on any discretionary committee, a Notice of Special Vacancy shall be posted in the Clerk of the Board's office, and on either the County's website or at the library designated pursuant to California Government Code Section 54973 et seq. (the Maddy Act). In the case of At Large vacancies, a press release may also be sent to the local newspapers, at the discretion of the head of the administering department. Final appointment to the committee may not be made by the legislative body until at least 10 working days have elapsed since the posting of the notice in the Clerk's office.

6.9 Applicants for District appointments may be nominated by the District Supervisor, but require concurrence and approval by a majority vote of the full Board.

6.10 When a vacancy exists on a committee and no applications have been submitted by the deadline, the vacancy will be continued by the administering department until such time as an appointment can be made. The Board of Supervisors may, at any time, move to continue an appointment to a subsequent date.

6.11 Upon initial appointment, and at each reappointment, committee members shall receive a copy of all County policies provided to new hires, and shall acknowledge their receipt. The administering department shall be responsible for providing the policies, obtaining signed ~~acknowledgements~~acknowledgments, and for keeping all ~~acknowledgements~~ acknowledgments until two years past the member's resignation or removal from the committee.

7. NEPOTISM

The role of advisory committees is to provide diverse and impartial input from throughout the county. Consequently, no more than one family member may serve on the same committee.

For purposes of this policy, family members are defined as spouse, child, step-child, parent, stepparent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian, significant other, or any other member of an individual family household, or that have such familial relationships as are specifically identified above that live in separate households.

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8. ORIENTATION

Each committee shall have an orientation packet for new members which includes:

A. A copy of this Board Policy.
B. Copies of any laws, regulations, and/or other applicable Board policies pertaining to the operation of County committees in general, as well as those specific to the committee, including the establishing authority, By-Laws, and plans and goals of the committee.
C. A copy of County Counsel's memorandum regarding duties, responsibilities, and requirements of the Ralph M. Brown Act.
D. Copies of the last three (3) committee minutes and recent reports prepared for Board review, as well as a schedule of meetings if one exists.
E. A copy of the committee's rules of procedure, whether Rosenberg's Rules or Roberts' Rules of Order.
F. A roster of all current committee members, as well as the County staff which regularly interacts or presents to the committee.
G. Information regarding any Ad-Hoc or subcommittees including, but not limited to, descriptions, list of Ad-Hoc or subcommittee members, or other pertinent materials.

It shall be the responsibility of County staff to assemble the orientation packet and to convey it to the Committee Chairperson. The Committee Chairperson, or his or her designee, shall provide these orientation materials to new committee members prior to their being seated as a member. County staff shall be responsible for supplying updated rosters to the Chair and the remaining committee members.

9. BY-LAWS

9.1 Each committee, whether created by resolution or ordinance, shall prepare By-Laws which shall, at a minimum, contain the sections and information contained in Appendix 2, attached hereto, and must be approved by the Board of Supervisors. Committees have the flexibility to add additional by-laws provisions providing that they do not conflict with, or negate, the required provisions contained in Appendix 2 of this policy.

9.2 Newly formed Committees shall have adopted By-Laws approved by the Board of Supervisors within 90 calendar days of the committee's first meeting.

9.3 Existing committees named in Appendix 1, attached hereto, shall have adopted By-Laws approved by the Board of Supervisors not later than 90 days after the committee's next scheduled meeting that occurs after the adoption of this policy.

10. REPORTING AND REVIEWS

10.1 Each committee shall select a member (or staff if available and approved by department

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head) to prepare and maintain meeting Minutes.

A. Minutes shall, at a minimum, contain the information noted in "Appendix 3 – Minutes." However, committees are at liberty to add additional information to their minutes.

B. For committees that meet quarterly or less frequently, draft Minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. For committees that meet more frequently, adopted Minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors. The Clerk of the Board may attach multiple committee minutes to a single consent item.

C. If the selected committee member fails to produce the meeting Minutes within the required timeframe, then it will be up to the Committee Chair to immediately prepare and submit the Minutes.

10.2 Each committee shall prepare and submit an annual written report to the Board of Supervisors, through the Clerk of the Board, by April 1st of each year, beginning in 2023, that includes a summary of their activities and accomplishments during the last year, as well as committee goals and initiatives for the next year.

A. Each annual report shall minimally include the following information:

A. An overview of the Projects/Issues/Topics considered by the committee in the preceding year

B. How the Projects/Issues/Topics fall within the committee's purpose.

C. Any issues impeding committee effectiveness

D. Goals and objectives for the next year

B. Committees are at liberty to add additional information to reports as they see fit.

10.3 It is the intent of this policy that written reports are communications between the committees and the Board of Supervisors and will, consequently, be written and prepared by the committee members rather than staff.

10.4 Written reports should be submitted to the Clerk of the Board of Supervisors who will schedule and prepare a Board of Supervisors item in coordination with the committee chairperson.

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10.5 Committees that do not submit a report by May 1st of each year shall be reviewed by the Board of Supervisors and appropriate actions, including dissolution of the committee prior to the sunset date, may be considered.

10.6 An agenda item for a mid-term review of each committee shall be scheduled and prepared by the Clerk of the Board before the Board of Supervisors in the second year of the committee's four year term.

10.7 Agenda items for Sunset Reviews shall be scheduled and prepared by the Clerk of the Board before the Board of Supervisors in the last year of the committee's four year term, but prior to its sunset date, to allow the Board to consider the committee's purpose, effectiveness, and possible sunset date extension.

10.8 Mid-term and Sunset Board Reviews will nominally include consideration of the annual reports, and will provide the committee members the opportunity to provide feedback regarding the committee's objectives relative to its purpose, as well as to allow the Board to provide direction.

11. STANDING RULES

11.1 If required, ~~All~~ committee members shall take the loyalty Oath of Office, found in Appendix 4, upon appointment or reappointment and prior to voting on any matter presented to the committee on which they serve. Oaths of Office may be administered by the Clerk of the Board, or the head of the administering department.

11.2 Any committee members who receive any type of compensation, salary, stipend, or reimbursement for actual and necessary expenses incurred in the performance of official duties, are required to complete Ethics Training as required by California Government Code Title 5, Chapter 2, Article 2.4, Sections 53234-53235.2.

11.3 Committees and their members are responsible for conducting public business for the County of Mariposa and are, therefore, subject to provisions of California Government Code Section 54950 et seq. (the Ralph M. Brown Act), which mandates open meetings for local legislative bodies.

~~11.3~~A. Exceptions to this rule are Ad-Hoc or Sub-Committees established by the Advisory Board, Committee, and/or Commission and are made of less than a quorum of the authorizing Advisory Board, Committee, and/or Commission. If an Ad-Hoc or Sub-Committee has a quorum of the establishing authority, it will be subject to the Brown Act.

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11.4 Committee members shall be responsible for having a working knowledge of the establishing ordinance, resolution, by-laws, federal or state mandates, or any other governing regulations that define and set forth the intent and purpose of their assigned

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committee, and shall only represent and take action on matters related thereto.

11.5 Meeting Minutes can only be approved by members who attended the meeting, or by those who have reviewed existing meeting audio.

11.6 If the committee membership changes enough to prevent a set of Minutes from being approved by original members in a number that equals or exceeds a quorum of the committee, and if no recording exists for new members to review to become qualified to vote on the Minutes, then Minutes may be deemed approved and marked as a "Technical Approval" under this policy.

11.7 Draft and Approved Minutes are to be posted to the agenda management system by County staff.

11.8 Comments, decisions, or actions by discretionary committees are wholly advisory and it is not the responsibility, or within the authority, of an advisory committee to make decisions, manage, or direct the delivery of services or facilities.

~~11.8~~11.9 Contact between the committee and County Staff should be made through the committee head (the chair). The chair is responsible for ensuring that contacts between the committee and county staff remain fluid and timely.

~~11.9~~11.10 Committee members represent the County of Mariposa and shall avoid impropriety and the appearance of impropriety, and shall not use their appointed position to further their own financial/pecuniary gain or for any other purpose not directly related to the governmental function they have been appointed to perform.

~~11.10~~11.11 Committee members shall not misrepresent the scope of their influence or authority in matters assigned to their committee or represent recommendations of their respective advisory body as official County policy until such time as formal action, such as adoption of a resolution, has been taken by the Board of Supervisors.

~~11.11~~11.12 Committee members shall not represent the committee before any other committee, commission, outside agency, to the press, or the general public unless authorized as the designated spokesperson by the Committee.

~~11.12~~11.13 The County is committed to providing a safe and dignified environment for all employees and volunteers, alike. Consequently, committee members are subject to all County Human Resource policies including, but not limited to, the Policy Against Discrimination and Harassment in the Workplace and the Injury, Illness, and Prevention Program. All new and returning committee members are responsible for understanding these policies and for conducting themselves in a professional and inclusive manner. Zero Tolerance will be exhibited in any instance where a committee member is found to be out of compliance with any County Human Resources policy.

~~11.13~~11.14 In the event that any committee member fails to adhere to one or more County

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Human Resource policies, staff shall document the issue, whether observed or reported by others, and submit the matter to the Human Resources division for investigation.

Written documentation shall specifically address the following:

A. The allegation of misconduct or wrongdoing in detail.
B. Citation of relevant policy, if known.
C. Dates, times, and places where event or events occurred.
D. Names of the people involved, as well as their contact information where available.
E. Any other relevant information which would help determine whether there is a basis for any charge of misconduct, wrongdoing, or policy noncompliance.

~~11.14~~11.15 Upon receipt of a complaint against a committee member, the Human Resources division shall so inform the department head of the administering department as well as the Board of Supervisors, and shall commence an investigation. The committee member in question shall be automatically suspended from his or her committee duties while the investigation is being conducted.

~~11.15~~11.16 The Human Resource division shall conclude its investigation within forty-five (45) days, and shall issue a Finding.

~~11.16~~11.17 Any Finding of noncompliance shall result in automatic removal of the committee member from all County committees upon which the member serves.

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APPENDIX 1 – INITIAL SUNSET DATES

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APPENDIX 2 – BYLAWS

Article 1 – Purpose and Authority

Section A – The committee is established under authority of <State Code, Ordinance, Board Resolution with date, or Joint Powers Agreement with date.>

Section B – Its purpose is <as set forth in the establishing authority.>

Section C – The <Advisory Committee's name> is advisory to the Board of Supervisors (or the Planning Commission and the Board of Supervisors) and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D – <Advisory Committee's name> is advisory to <list department(s), Planning Commission if appropriate> and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The <Advisory Committee's name> is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The <Advisory Committee's name> is limited to <number> members in accordance with the establishing authority. (Add membership categories, if necessary.)

Section B – Each term is for a period of <as set forth in the establishing authority.>

Section C – If a member of the <Advisory Committee's name> is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year (or other time period as defined by the committee), and a Secretary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice

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Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum,

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maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the <Name of Person or Position and contact information if not given elsewhere on the agenda.>

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Those ~~M~~meetings which are required to be open to the public according to the B~~b~~rown A~~a~~ct are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all <Advisory Committee's name> meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg's Rules of Order <or, alternatively, Robert's Rules of Order> shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee

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may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G – Each voting member has one vote and no proxy.

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APPENDIX 3 – MINUTES

(This Appendix is provided merely as a guide of the minimal things that must be captured in Action Summary Minutes. Committees are at liberty to add more information to suit their needs.)

<Committee Name>

<Meeting Date> ACTION SUMMARY MINUTES

Location of Meeting:
Present at Meeting:

Seeing a quorum, the regular meeting of the <Committee Name> was called to order at <time A.M or P.M> by Chair <Name>.

The committee proceeded to consider the agenda and the following actions were taken or direction given:

Item 1. (Number each item) <Description from the agenda>

Record the meeting ACTIONS. Narrating the discussion that led to the action is not necessary.

For a motion:
By a unanimous vote *(if not unanimous, define the vote, for instance: 5 ayes, 2 nays, with Smith abstaining*), the committee approved the motion of <Name of Person>, with a second by <Name of Person>, to <describe the motion.>

Alternate format:
On the motion of <Name of Person>, with a second by <Name of Person>, the committee approved the motion to <describe the motion.>
AYES: Name1, Name2 <last names only, typically listed in alphabetical order>; NAYS: Name3; ABSTAIN: Name4

For direction *(usually requests for some kind of follow-up action at a future meeting):*
<Name of Person> was requested to research the issue of <define what was requested> and return with a report at the <date> meeting.

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<TIME A.M. or P.M.> There being no further business, the meeting was adjourned *(either by the Chair, or on a motion, second, and vote – depending on the committee's procedures.)*

Minutes submitted by,

<Name of Person who Prepared the Minutes>

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APPENDIX 4 – OATH OF OFFICE

(Some committees may require signed Oaths. Please check with the Clerk of the Board's office.)

I, [State your Name], do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

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Change Log

Date	Feedback Received:	Change:
11-19-21	Sometimes minutes can't be adopted if there has been a change in committee members.	Added provision 11.5 and 11.6 to allow minutes to be approved by new members if they have listened to an audio recording of the meeting.
11-19-21		Added quorum definition to Section 4
11-19-21	Sometimes the committee member responsible for preparing minutes doesn't produce.	Amended 10.1 and Added provision 10.1 A.
11-19-21	Should draft minutes be posted?	Added provision 11.7
11-19-21	It would be helpful to have some kind of outline for the annual report.	Added provision 10.2 A
11-19-21	Is the annual report meant to be a staff-prepared report?	Added provision 10.3
11-19-21	What will the mid-term review be? Is it another written review or an item scheduled for the Board agenda?	Added provision 10.8
11-19-21	Is the mid-term review scheduled by staff?	Added provision 10.4 and Amended 10.6
11-19-21	What will the sunset review look like? Is it another written review or an item scheduled for the Board agenda?	Added to 10.8
11-19-21	Is the Sunset Review produced/scheduled by staff?	Amended 10.7 and 10.8 Clarifies duties.
11-24-21	Not all committees meet regularly enough to guarantee approval of bylaws within a stated deadline.	Amended 9.3 to provide a deadline that is 90 days after the committee's next scheduled meeting, rather than a set date or deadline.
12/6/2021	Some committees already use Robert's Rules of Order.	Added Robert's Rules of Order as an alternative to Rosenberg's Rules of Order in Section F of Article 4 (Meeting Procedures) of the Bylaws template (Appendix 2)
1/19/2022	Some committees would like to have the same Chair for a period longer than one year.	Amended Article 3, Section A, of the By-Laws Template found at Appendix 2, to provide

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		more flexibility with the term that the Chair and Vice-Chair.
1/21/2022	CVCPAC expressed concerns that the standardized bylaws format did not provide enough flexible. In discussion with the Planning Director about the input, it was determined that the text did not adequately convey that the bylaw provisions presented are only the minimal ones required, and that committees are free to add additional provisions that do not negate or conflict with any of the required provisions.	Additional language was added to 9.2 to clarify that the by-laws template is the minimal information required and that committees are at liberty to add additional provisions providing that they do not conflict with, or negate, any of the required provisions in the template. While not associated with the By-Laws, 10.2 A was similarly clarified to communicate that annual reports can contain more information than just the minimally requested information.
1/21/2022	CVCPAC requested clarification that the orientation packets will be assembled by County staff and provided to the committee chairs.	Amended 8 to clarify that County staff shall assemble the orientation packets and provide to the Committee Chairperson.

Attachment: Change Log for Policy (12882 : Amend the Committee Policy)

1/21/2022	CVCPAC recommended that an accepted template for minutes be provided	Appendix 3 – Minutes created. Clarifying language was added to Paragraph 10.
	First annual report due date.	Given the nearness of April 1st, additional language was added to 10.2 to provide that annual reports are first due in the year 2023.
1/22/2022	CVCPAC requested clarification that posting and noticing requirements for meetings shall continue to be a county staff responsibility. COA requested language clarification regarding 72 hour posting requirement, i.e., agenda vs. meeting notice. Changed to meeting agendas.	Amended Article 4 – MEETING PROCEDURES of Appendix 2 – BYLAWS to clarify that responsibility, and to clarify that the 72 hour posting responsibility applies to the meeting agenda.
1/22/2022	CVCPAC noted confusion as to which policy the Zero-Tolerance would apply.	Amended 11.12 to clarify that the Zero-Tolerance was in regard to County Human Resources policies.
1/22/2022		Added subsections 1. And 2. To Article 4 – MEETING PROCEDURES, contained in Appendix 2 – BYLAWS, to require that agendas and minutes display the County emblem to be in conformance with the County's Branding Policy, and that agendas display A.D.A. special request contact information to be in conformance with the American's with Disabilities Act.
1/22/2022		Oath of Office added as Appendix 4 in response to a question requesting the exact language.
1/26/2022	Received feedback that there was insufficient clarity within the Purpose contained in Section 1.	Changed wording in the first WHEREAS paragraph of the Resolution, and in Paragraph 1. of the Policy from: "The County of Mariposa depends on many boards, commissions, and discretionary committees (hereinafter referred to as 'committees')" to: *"The County of Mariposa depends on many discretionary and non-discretionary boards, commissions, and committees (hereinafter collectively referred to as 'committees' and individually referred to as 'the committee')"*

Attachment: Change Log for Policy (12882 : Amend the Committee Policy)

1/26/2022	Received feedback that the definition of Ad Hoc committees was inaccurate as it defined all ad hocs as automatically dissolving, rather than just those with a sunset date.	Changed Ad Hoc committee definition fr: "*A committee or sub-committee that is created for a particular project or task and/or for a specific limited timeframe, and which is automatically dissolved upon completion of the project or task, or when the specified timeframe has elapsed.*" To: "*A sub-committee that is created for a particular project or task and/or for a specific limited timeframe, and which is normally dissolved upon completion of the project or task, or automatically when the specified timeframe has elapsed."*
1/28/2022	The Bylaws templates notes staff as secretary in Article 3, Section D, of Appendix 2.	Removed staff from Article 3, Section D, of Appendix 2.
1/28/2022	From COA member, Nepotism Provision needs to define the relationships.	Amended policy to use the Nepotism definition in HR Policies for consistency.
2/2/2022	There's no provision addressing the administering department or its responsibilities.	Added Provision 5.2 F)
2/2/2022	While the Orientation packet notes that an updated roster must be supplied to a new member, it does not require that an updated roster be distributed to the remaining members.	Amended the conclusion of Provision 8 to require that updated rosters are distributed to all members.
2/2/2022	Committee meeting scheduled is not addressed in the Orientation packet	Amended Provision 8.D. from "Copies of the last three (3) committee minutes and recent reports prepared for Board review." To "Copies of the last three (3) committee minutes and recent reports prepared for Board review, *as well as a schedule of meetings if one exists*."
2/7/2022	Question regarding the Majority definition given that some committees have a range on membership numbers, instead of set number.	Amended the Majority Definition in Provision 4 to account for differences between committees with a set number of authorized members, as opposed to a

Attachment: Change Log for Policy (12882 : Amend the Committee Policy)

		defined minimum and maximum number of members.
2/7/2022	Question regarding whether Rosenberg's Rules of Order should be included.	Amended Provision 8, to require rules of procedure in the Orientation packet.
2/7/2022	The Sub-Committee definition should note that it can be either a standing committee or an ad-hoc committee.	Amended the Sub-Committee Definition in Provision 4 to so note.

Attachment: Change Log for Policy (12882 : Amend the Committee Policy)

2/7/2022	Received comment that the term length of 4 years in Provision 6.4 implies only one term.	Amended Provision 6.4 from "No committee member will be appointed/reappointed to a term longer than four years." TO "No committee member will be appointed/reappointed to a term longer than four years, except as otherwise provided herein."
2/7/2022	Received comment inquiring whether the minutes being submitted to the COB were draft or adopted. A different provision was needed to address those committees that meet infrequently.	Amended Provision 10.1 B. to provide that draft minutes are submitted by committees that meet infrequently, while adopted minutes are submitted by committees that meet regularly.
2/7/2022	The Bylaws template should include the Planning Commission.	Updated Appendix 2 – Bylaws Template to include Planning Commission.
2/7/2022	Inquiry as to when the annual officer election occurs.	Amended Appendix 2 – Article 3 – Bylaws to provide that officer election is to occur at the first meeting of the calendar year.
2/7/2022	Would like more clarity on the format of the list of voters in the Minutes template.	Amended Appendix 3 – Minutes to describe format of list of voters.
2/15/22	Policy Adopted with Resolution 2022-115	
3/16/2022	Would like the option to have staff prepare and maintain meeting Minutes	Amended Provision 10.1 to provide the option (or staff if available and approved by department head)
3/7/2022	Not all Sub-committee meetings are subject to the Brown Act.	Amended Appendix 2, Article 4, Section D. Also added additional language to Section 11.3 in Standing Rules.
3/28/22	Concerns were raised regarding individual members having to prepare meeting minutes.	Amended Section 10.1 to provide to option for staff to prepare the minutes if approved by the Department Head.
7/8/22	Questions were raised about the definition of a discretionary and standing committee	Amended Section 4 to better define both definitions
8/24/22	Removed the following committees from having Sunset Dates:	Removed these committees from the Sunset Date list as they are mandated by State

Attachment: Change Log for Policy (12882 : Amend the Committee Policy)

	- Solid Waste AB939 Local Task Force (PRC 40900-40977) - Behavioral Health Board (WIC 5604) - Law Library Trustees (BPC 6301)	Code. We can not legally remove these committees. Was going to remove the Local Child Care task force as it was governed under EDC 8499-8499.4 however, 8499 was repealed by AB 131 section 234.
9/2/22	Communication to be made between staff and committee chair.	Added Section 11.9

Attachment: Change Log for Policy (12882 : Amend the Committee Policy)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Lease Within the Parking District

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement Within the Parking District from July 1, 2022 Terminating on June 30, 2023; and Authorize the Parking District Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Garber lot was previously leased by the County for over 25 years. As the years progressed the cost of the lease exceeded the ability of the Parking District to pay and it was determined that the District could no longer afford the $9,600 a year and $200 in taxes for leasing the lot. In 2006, at the Board's direction, staff entered into negotiations with the Garbers with respect to either purchasing or leasing their property. The Garbers after learning of the income level of the Parking District and the need for parking in Mariposa agreed to lease the property for 15 years at $1,500 per year. The Garbers and Smiths, who own the lot 50/50 have asked that this new lease be for a term of only 1 year as they are contemplating selling the property. This parking will continue to assist the Parking District in its goal of providing parking in the downtown area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, a necessary Lease Agreement will not be possible.

FINANCIAL IMPACT:
Pay property owner $1500 for the year.

ATTACHMENTS:
Garber Lease 2022 (PDF)
Garber Lease-2006 (PDF)

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

LEASE AGREEMENT

This Lease Agreement is entered into on the most recent date entered into below by and between The Garber Family Trust of 1990 and the Barbara A. Garber Living Trust, hereinafter referred to as "Lessors", and the Mariposa Parking District, a political subdivision, hereinafter referred to as "Lessee".

WITNESSETH:

1. DESCRIPTION OF PREMISES

Lessors lease to Lessee, and Lessee hires from Lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. TERM

The term of this Lease is for one (1) year, beginning as of the date hereof.

3. RENT

The annual rent for the term of the Lease is the sum of One Thousand Five Hundred Dollars ($1,500). Lessee agrees to pay Lessors said amount beginning on the date hereof.

4. USE OF PREMISES

The premises are leased to be used and improved by Lessee as a parking lot. Lessee agrees to restrict their use to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessors, or of Lessors' authorized agent.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

Lessors shall not be liable for liability or damage claims for injury to persons, including Lessee and its agents, or employees, or for property damage from any cause, related to Lessee's occupancy of the premises, including those arising out of damage or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this Lease or any extension thereof. Lessee hereby covenants and agrees to indemnify Lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

7. LESSEE TO CARRY LIABILITY INSURANCE

Lessee agrees to procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises in a minimum amount of One Million Dollars ($1,000,000). Lessee agrees that, if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessors may procure the necessary insurance, pay the premiums therefore, and that such premium shall be repaid to Lessors as an additional rent installment for the month following the date on which such premiums are paid.

Attachment: Garber Lease 2022 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

8. **ENVIRONMENTAL HOLD HARMLESS**

Lessee shall not be liable for any liability or damage or claims for injury to persons, including Lessors and their agents, employees, other Lessees, or assigns for property damage from any and all causes related to environmental liability of whatever type, including but not limited to any hydrocarbon related contamination or contamination from the Grizzly Gas Station located immediately adjacent to the leased area. Lessors hereby covenants and agrees to indemnify Lessee and save Lessee harmless from all liability, loss, claim, or other damage claims, or obligations because of or arising out of any such injuries or losses.

9. **QUIET ENJOYMENT**

Lessors covenant that if, and so long as, Lessee performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

10. **LEASE PAYMENTS**

Lease payments shall be made pursuant to instructions as given in writing and signed by each Lessor and, in the absence thereof or upon the occurrence of a dispute between them, it may be tendered to any Lessor.

THE GARBER FAMILY TRUST OF 1990

_____
Kirk John Garber, Co-Trustee

Date: _____

_____
Ian Cant Garber, Co-Trustee

Date: _____

BARBARA A. GARBER LIVING TRUST

_____
George H. Smith, Successor Co-Trustee

Date: _____

_____
Brooke Smith, Successor Co-Trustee

Date: _____

MARIPOSA PARKING DISTRICT

_____
Wayne Forsythe, Chair

ATTEST

_____
Danielle Y. Bondshu
Clerk of the Board

APPROVED AS TO FORM

_____
Steven W. Dahlem
County Counsel/Risk Manager

Attachment: Garber Lease 2022 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

EXHIBIT "A"

Parcel No. 12 of Mariposa Downtown Parking District, APN 13-182-04, also known as Parcel 3 described in Document No. 172, Decree of Settlement of First and Final Account and of Final Distribution, Estate of Emilie Garber, and more fully described as follows:

Commencing at a point at the Northwest corner of Charles and Sixth Streets; thence northerly on the westerly line of Charles Street to a point 80 feet southerly from the southwest corner of Charles and Seventh Streets; thence westerly at right angles with Charles Street 150 to a point; thence northerly and parallel with Charles Street 80 feet to the southerly line of Seventh Street; thence westerly along the southerly line of Seventh Street 90 feet to the southeast corner of Seventh and Jessie Streets; thence along the easterly line of Jessie Street 250 feet to the northeast corner of Jessie and Sixth Streets; thence easterly along the northerly line of Sixth Street 240 feet to the northwest corner of Sixth and Charles Streets, the point of commencement; BEING a portion of Block 25.

An undivided one-third interest in a certain lease between Emilie Garber, Henry A. Garber and George H. Garber, lessors, and the Standard Oil Company of California, lessee, commencing the 1st day of September, 1939, and ending the 31st day of May, 1950.

Attachment: Garber Lease 2022 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

LEGAL DESCRIPTION

The subject property is legally described as that certain parcel of land situated in Block 25, Town of Mariposa, State of California, described as: Commencing at the southeast corner of Block 25 as laid down on the map of said Town, on file in the County Recorder's Office of said County; at which point, is the northwest corner of Charles and 6th Streets; thence northerly on the Westerly line of Charles Street 170 -feet to a point; thence westerly at right angles with Charles Street and parallel with 7th Street 80- feet to the point of beginning; thence continuing westerly 30-feet ;thence at right angles southerly 1- foot 2- inches; thence at right angles westerly 70- feet; thence at right angles northerly 81-feet 2-inches to the southerly line of 7th Street: thence 60-feet westerly to the southeast corner of 7th and Jessie Streets; thence southerly along the easterly line of Jessie Street 250-feet to the northeast corner of Jessie and 6th Streets; thence easterly along the northerly line of 6th Street 160-feet; thence northerly 168- feet 10- inches along a line parallel to Charles Street to the point of beginning. The property is also known as APN 013-182-004.

Attachment: Garber Lease 2022 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

MARIPOSA COUNTY
BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **DATE**: 7/11/06 AGENDA ITEM NO. 4

DEPARTMENT: County Counsel **BY**: Thomas P. Guarino **PHONE**: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION:

MARIPOSA PARKING DISTRICT
Resolution authorizing the Chair to execute a Lease Agreement with the Garber family for the 6th Street parking lot for a term of 15 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Garber lot was previously leased by the County for over 25 years. As the years progressed the cost of the lease exceeded the ability of the Parking District to pay and it was determined that the District could no longer afford the $9,600 a year and $200 in taxes for leasing the lot. At the Board's direction, staff entered into negotiations with the Garbers with respect to either purchasing or leasing their property. The Garbers after learning of the income level of the Parking District and the need for parking in Mariposa have agreed to lease the property for 15 years at $1,500 per year. This $1,500 per year is within the approximately $3,000 per year income that the Parking District generates. This parking will assist the Parking District in its goal of providing parking in the downtown area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Financial Impact? ( ) Yes (x) No Current FY Cost: $ Annual Recurring Cost: $
Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $
Source:
Internal Transfer _____
Unanticipated Revenue _____ 4/5's vote
Transfer Between Funds _____ 4/5's vote
Contingency _____ 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively

Lease Agreement

CLERK'S USE ONLY:
Res. No.: 52 Ord. No. _____
Vote – Ayes: 5 Noes: _____
Absent: _____
( ) Approved
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER:
✓ Requested Action Recommended
_____ No Opinion
Comments:

CAO: _____

Attachment: Garber Lease-2006 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

LEASE AGREEMENT

This Lease Agreement is entered into on the most recent date entered into below by and between John Garber, Isabelle Garber, and Barbara Garber, hereinafter referred to as "Lessors", and the Mariposa Parking District, a political subdivision, hereinafter referred to as "Lessee".

WITNESSETH:

1. DESCRIPTION OF PREMISES

Lessors lease to Lessee, and Lessee hires from Lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. TERM

The term of this Lease is for fifteen (15) years, beginning as of the date hereof.

3. RENT

The annual rent for the term of the Lease is the sum of One Thousand Five Hundred Dollars ($1,500). Lessee agrees to pay Lessors said amount beginning on the date hereof and payable on the anniversary of such day during each year thereafter during the term of the Lease. The annual amount payable shall be subject to review and renegotiation for each successive five (5) year period thereafter. In the absence of agreement to modification within ninety (90) days following the end of each five (5) year period the theretofore applicable rent shall remain in force for an additional five (5) year period.

4. USE OF PREMISES

The premises are leased to be used and improved by Lessee as a parking lot. Lessee agrees to restrict their use to such purposes and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessors, or of Lessors' authorized agent.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

Lessors shall not be liable for liability or damage claims for injury to persons, including Lessee and its agents, or employees, or for property damage from any cause, related to Lessee's occupancy of the premises, including those arising out of damage or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this Lease or any extension thereof. Lessee hereby covenants and agrees to indemnify Lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

Attachment: Garber Lease-2006 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

7. LESSEE TO CARRY LIABLITY INSURANCE

Lessee agrees to procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance in an amount, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, a general liability coverage in a minimum amount of One Million Dollars ($1,000,000). Lessee agrees that, if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, Lessors may procure the necessary insurance, pay the premiums therefore, and that such premium shall be repaid to Lessors as an additional rent installment for the month following the date on which such premiums are paid.

8. ENVIRONMENTAL HOLD HARMLESS

Lessee shall not be liable for any liability or damage or claims for injury to persons, including Lessors and their agents, employees, other Lessees, or assigns for property damage from any and all causes related to environmental liability of whatever type, including but not limited to any hydrocarbon related contamination or contamination from the Chevron Station located immediately adjacent to the leased area. Lessors hereby covenants and agrees to indemnify Lessee and save Lessee harmless from all liability, loss, claim, or other damage claims, or obligations because of or arising out of any such injuries or losses.

9. QUIET ENJOYMENT

Lessors covenant that if, and so long as, Lessee performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

10. LEASE PAYMENTS

Lease payments shall be made pursuant to instructions as given in writing and signed by each Lessor and, in the absence thereof or upon the occurrence of a dispute between them; it may be tendered to any Lessor.

LESSORS:

John Garber, Owner

Date: June 3, 2006

Isabelle Garber, Owner

Date: June 3, 2006

Barbara Garber, Owner

Date: June 6, 2006

Attachment: Garber Lease-2006 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

LESSEE:

Lee Stetson, Chairman
Mariposa Parking District

ATTEST:

Margie Williams, Clerk of the Board

APPROVED AS TO FORM:

Thomas P. Guarino, County Counsel

Attachment: Garber Lease-2006 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

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Attachment: Garber Lease-2006 (VPD-1-2022-4 : Approve a Lease Within the Parking District)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Downtown Parking Lots

[ ] **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)

[X] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property: 5023 Highway 140, 5024 Highway 140, 5025 Highway 140, 5026 Highway 140, 5027 Highway 140, 5028 Highway 140, 5029 Highway 140, and Assessor's Parcel Number (APN) 013-184-012
Negotiating parties: (Specify name of party or parties (not agent)): Su Carney, Cary S. Greenamyer Trust, Frank Rose, Nancy Pimentel Trust, James & Maryetta Dulcich Trust, and Mary Foster, respectively
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

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Performance Evaluation - County Counsel

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: County Counsel (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

Planning · 209-966-5151

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Receive Information Regarding Seminar on How to Access Mariposa County Property Info

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TITLE OF PRESENTATION:

Receive Information About a Proposed Realtor/Contractor/Appraiser Seminar Regarding How to Access Mariposa County Property Information.

BACKGROUND AND HISTORY:

None directly related to this proposed seminar.

The Board has expressed their interest in more effective code compliance procedures at a number of meetings in the last 18 months. This seminar is proposed to help individuals involved in property sales and development understand how and where to obtain information about property conditions and permitting, including existing violations or potential violations. Having access to accurate property information is vital for buyers, sellers, brokers, contractors and other professionals working Mariposa County.

PURPOSE:

This item is scheduled to provide a preview of a proposed seminar regarding how to obtain property information from Mariposa County. The attached presentation is a sample of the proposed 4-hour seminar that will be held in the Fall of 2022. The seminar will include presentations from Mariposa County Building and Planning Departments, the Environmental Health Unit of HHSA, and the Assessor-Recorders Office. To further the participants' understanding of the process, other local professionals (title companies and lenders) will be invited to participate as presenters as well.

OUTLINE OF PROPOSAL:

Staff is providing information to the Board of Supervisors prior to moving forward with this educational program, which will involve the following:

Information Item

1. Submit an application the California Department of Real Estate for continuing education credits for real estate professionals. The application fee is ranges from $350-$500 and will be determined by the length of the offering (4-hour vs. 8-hours of continuing educations credit).

2. Determine if it is possible to get similar continuing education credit for Licensed Real Estate Appraisers and pursue that if possible.

3. Advertise the event using the Mariposa, Merced, Madera, and Fresno Boards of Realtors.

4. Invite local contractors and the public to attend as well.

5. There will be little or no cost for attendance.

6. Due to the coordination and approvals required it is anticipated that the event would take place in late 2022.

7. Document the 4-hour session using audio and visual recording. Post the recording on the Mariposa County website for future reference.

8. Event would be held at a County owned facility.

To accompany the presentations, a variety of handouts and reference materials will be prepared and distributed. Making these available to the public will assist with customer service and assimilation of information in ways that are easier to for the general public to understand.

ATTACHMENTS:
220701 BOS Public Info (PDF)

RESULT: INFORMATION RECEIVED

HOW TO ACCESS PROPERTY INFO

MARIPOSA COUNTY



Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

“RESEARCH IS WHAT I AM DOING WHEN I DON’T KNOW WHAT I AM DOING”

Wernher von Braun

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

INTRODUCTION AND PURPOSE

The following presentation is a "sampler" version of a proposed seminar being created to help the public navigate available public records and information available from the Assessor, Building, Planning and Environmental Health Departments.

We are providing information to the Board of Supervisors regarding the proposed seminar to be scheduled in Fall 2022.

By partnering with the Real Estate professionals, Appraisers, and Contractors working in Mariposa County (as well as interested members of the public) we hope to start to begin to reduce compliance cases by the use of education and cooperation.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

GOALS

Demystify and create transparency for the public regarding where and what information is available, and how to obtain that information.

Obtain approval from the State of California for 4 hours of continuing education for the realtors & appraisers who attend.

Provide concise and useful handouts and materials.

Be the first in a series to help promote education and voluntary compliance.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

GOALS (CONTINUED)

Report back to the Board of Supervisors the results, comments and overall success of the program.

Provide a recorded version online and available for ongoing reference.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

HOW TO ACCESS PROPERTY INFO

Navigating county records can be confusing and frustrating to the public.

Part of the problem is not knowing where to start and what questions to ask.

This presentation will focus on property records, procedures, permits, and information that can be obtained from of the Assessor, Building, Planning and Environmental Health.

Some of the topic that will be covered are:

- **Property Characteristics**: Where to obtain them, what information is included and how to interpret what is on the form.
- **Land Use**: Zoning information. Setbacks, and other planning related issures.
- **Building/Environmental Health Records and Construction Requirements**: Where you can find the records, what to expect, how to interpret the results.

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ASSESSOR

The Assessor has the responsibility for **annually discovering and assessing all property within the county**.

Some of the information available includes:

1. Property Characteristics
2. Transfer Dates
3. History of site (former parcel numbers, buildings, etc.)
4. Other parcel information

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

REQUEST FOR PROPERTY CHARACTERISTICS

Office of the Assessor
Request for Property Characteristics
(Pursuant to Revenue & Taxation Code § 408.3)

IMPORTANT **Please return this form to: propinfo@mariposacounty.org.**

This section to be completed by person requesting information:

Assessor Parcel Number (APN):	Property Address:	
Owner Name:	Community:	
Name of Person Requesting Information:	Contact Telephone No:	Date:

NOTICE Pursuant to Revenue and Taxation Code § 408.3, neither the County of Mariposa nor the Mariposa County Assessor shall incur any liability for errors, omissions, defect or approximations with respect to property characteristics or any other information provided by the Assessor pursuant to the provisions of this section. Information provided on this form is a record of all assessable improvements discovered and valued by the Assessor. There may be improvements that are unknown to the Assessor. **Assessed improvements may not have been permitted by the Building Department.** For information on permitted structures please contact the Mariposa County Building Department at (209) 966-3934.

This section to be completed by Mariposa County Office of the Assessor:

	MAIN RESIDENCE:	ADDITIONAL DWELLING/STRUCTURE:
Manufactured Home	☐ Yes ☐ No	☐ Yes ☐ No
Permanent Foundation Doc#		
Year Built		
Sq. Ft.		
Bed/Bath		
FP/WDST		
Garage		
Lot Size		
Sewer		
Water		
Zoning		
Pool		
Shop SF		
Shed SF		
Barn SF		

COMMENTS:

Mariposa County Real Property Appraiser Date

Mariposa County Office of the Assessor - PO Box 35, Mariposa CA 95338 - (209) 966-2332

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

REQUEST FOR PROPERTY CHARACTERISTICS (VACATION RENTAL)

Office of the Assessor
Vacation Rental/Bed & Breakfast
Request for Property Characteristics
(Pursuant to Revenue & Tax Code §408.3

Important: Please return this form to: propinfo@mariposacounty.org

This section to be completed by person requesting information:

Assessor's Parcel Number (APN):	Property Address:
Owner Name:	Community:
Name of Person Requesting Information:	Contact Telephone No:
Email:	Date:

Proposed Vacation Rental Information: ☐ Vacation Rental ☐ Bed & Breakfast Sq. Ft. Dwelling/Structure _____
Total # Rooms _____ Total # Bedrooms _____ Total # Bathrooms _____ No. Dwellings on Property _____

Notice: Pursuant to Revenue and Taxation Code §408.3, neither the County of Mariposa nor the Mariposa County Assessor shall incur any liability for errors, omissions, defect, or approximations with respect to property characteristics or any other information provided by the Assessor pursuant to the provisions of the section. Information provided on this form is a record of all assessable improvements discovered and valued by the Assessor. There may be improvements that are unknown to the Assessor. **Assessed improvements may not have been permitted by the Building Department.** For information on permitted structures please contact the Mariposa County Building Department at 209-966-3934. **Note: Structures/Dwellings that contain unpermitted square footage may not be eligible for consideration for a vacation rental certificate.**

This section to be completed by Mariposa County Office of the Assessor:

	Main Residence	Additional Dwelling/Structure	Permitting Info *(if available)*
Address Designation			
Manufactured Home	☐ Yes ☐ No	☐ Yes ☐ No	
Perm Foundation Doc#			
Year Built			
Square Footage			
Bed/Bath			
Fireplace/Wood Stove			
Garage			
Lot Size			
Sewer			
Water			
Zoning			
Pool			
Shop Sq. Ft.			
Shed Sq. Ft.			
Barn Sq. Ft.			

Comments:

Mariposa County Real Property Appraiser Date Reviewed Mariposa Code Compliance Date

Mariposa County Office of the Assessor – Post Office Box 35, Mariposa, CA 95338

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

Understanding the content of the Property Characteristics Request Form



- Information found on the from reflects the Assessors property records. This information is updated upon the transfer of the property.
- The Assessors property files contain historical information back to the point the Assessors office became responsible for assessing taxes on the property.
- This information includes information about all known improvements (this may include known improvements that may not have permits).
- Discrepancies may be noted, however for structures built after 1977, permits or permit numbers should be noted in the case file.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

FAQ – Assessor



- **Misconception:** If you don't get a final inspection on a building permit you won't get assessed for the additional value and/or unpermitted improvements will not be assessed.

  FACT: Under Revenue and Taxation Code Section 70, the County Assessor is required by law to value all new construction, even if a building permit has not been issued.

- **Misconception:** If a permit cannot be found in County records it is considered an illegal structure.

  FACT: Prior to 1977, Mariposa County did not have a building department. At that time permits were issued through the State of California. The transfer of files from the State of California to the Mariposa Building Department were not comprehensive. Based on this incomplete information, the assessor's office was tasked with assessing all properties in the period surrounding this transfer of information. Therefore, the Assessors records are the most complete. Structures existing prior to the implementation of the Building Department are considered "grandfathered-in" and legal.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

BUILDING

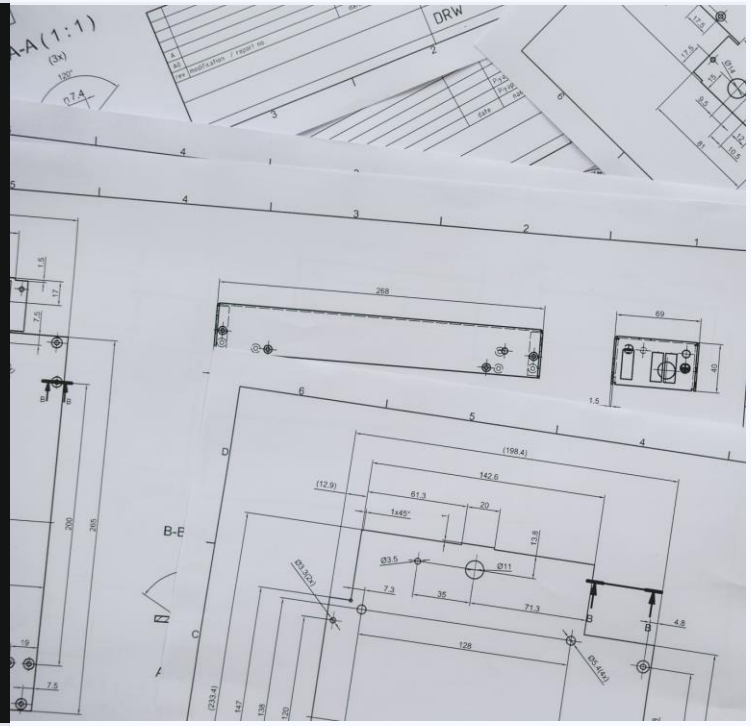
The Building Department is responsible for **the administration and enforcement of the California Building Codes and related Federal, State, and County adopted laws and ordinances**.

Some of the information available:

1. Current projects and open permits.
2. Closed and canceled permits.
3. Certificates of Occupancy/Completion.
4. Permit requirements, building code information.
5. Building permit forms and instructional handouts.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

FAQ – Building



- **Misconception:** I received a verbal final from the County, does that mean I have received my certificate of occupancy/completion?

  FACT: **A certificate of occupancy/completion is only issued after construction is complete, found to comply with associated construction standards and all associated agencies have signed off on the permit**.

- **Misconception:** The only reason the county requires building permits is for revenue.

  FACT: **Permit requirements are mandated at a State level. Most requirements are due to failures in construction that have resulted in the loss of life or serious injury. Failure to obtain permits may result in insurance not covering the improvement, if it is lost or damaged in a fire or natural disaster.**

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PLANNING

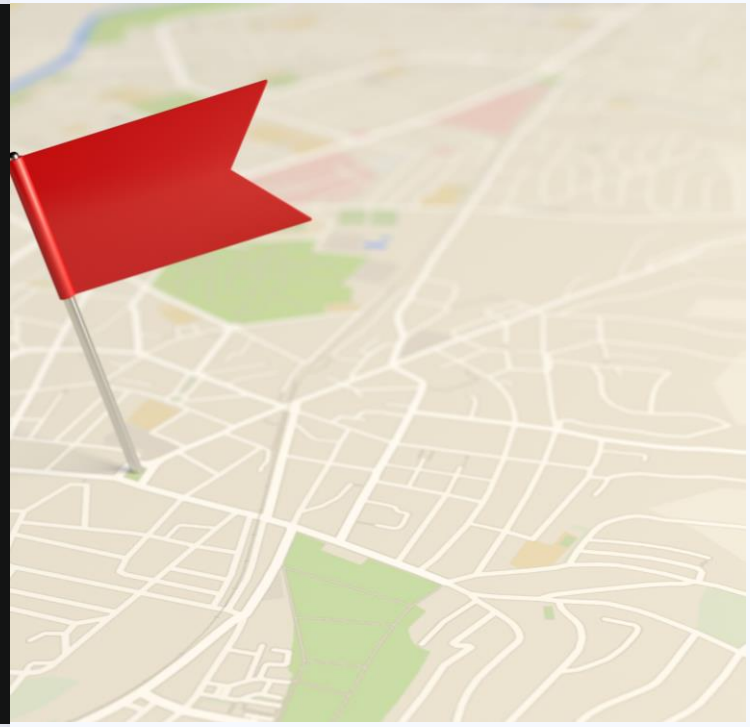
The Planning Department is responsible for **administering the County's land use planning and entitlement system, managing and coordinating the General Plan, Specific Plans, zoning and land division**.

Sample of information available:

1. Land use and zoning.
2. Setbacks and other development requirements.
3. Restrictions on land use (remainder parcels, Land Conservation Contracts, etc.).
4. Conditional Use Permits (CUP), Design Reviews, Sign requirements.
5. Parcel legality.

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FAQ – Planning



- Why do I have restrictions on what I can do on my property?

  The County's Zoning Ordinance establishes restrictions on properties to implement the General Plan – the County's long range "vision" document for growth, development and conservation in the county. Zoning regulates land uses by dividing the county into zones (for residential uses, commercial uses, agricultural uses, public uses and industrial uses), and then specifying what uses are allowed in those zones. Zoning locates uses which have a compatible intensity together to try to minimize land use conflicts.

- What are setbacks?

  The Zoning Ordinance establishes a number of development standards that apply to new development projects and projects to modify existing development. These includes setbacks, or distances required between a structure and the property lines and roads. Setbacks are primarily established to minimize conflicts between uses (such as dust impacts from a road to a residence). They also address infrastructure, since there are minimum distances required between wells and septic systems (including on adjacent parcels). There are other development standards for minimum parcel size, residential density, height, parking, design review and non-conforming use provisions.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

FAQ – Planning (Continued)



- What is parcel legality and how does that affect my property?

  The State of California and Mariposa County have regulations that apply to the division of property into new parcels. Those subdivision rules have changed over time. When planning staff conduct "parcel legality" research on a parcel, they are establishing whether or not the creation of the parcel (in its current configuration) was done in accordance with all then-applicable subdivision regulations. If a parcel was not created legally, it is not eligible for any development permits (building permits, well permits, etc.). There are remedies available to address an illegally created parcel.

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ENVIRONMENTAL HEALTH

Environmental Health staff **keep our water, food, air, land, facilities and other environmental factors (factors external to a person) safe of health hazards, whether biological, chemical or physical**.

Some of the information available:

1. Well information.
2. Septic system information.
3. Forms, guidelines and requirements.
4. Restaurant inspection records.
5. Public pool inspection records.
6. Site that store hazardous materials.

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FAQ – Environmental Health



- I am in the process of purchasing a property in Mariposa. Are there permits for the well/septic? How can I find information about location, capacity?

  Any information on permitted septic systems and wells are accessible by contacting Environmental Heath in person at 5100 Bullion Street or by sending a request to EH@mariposacounty.org.

- What if there were no permits for the existing septic or well?

  If no permits are found and it is determined that the installation was unpermitted, a permit will be required. This process will require that the system be brought up to current code. Fees, permits and other information will be required.

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CODE COMPLIANCE

Code Compliance staff are responsible for **the investigation and enforcement of situations involving building, environmental, and zoning violations, including work without permits, as well as enforcing violations of the vacation and hosted rental ordinances**.

Available information:

1. Compliance case existence/status.
2. Recorded Notice of Non-Compliance.
3. Closed compliance cases.

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FAQ – Compliance



- **Misconception:** "I bought it that way", as the new owner I am not liable to correct. I was unaware of the unpermitted structure or improvement; it isn't my responsibility to fix the problem.

  FACT: Violations transfer with the title of the property whether disclosed or not. When a violation is found it is the responsibility of the property owner of record to correct the violation.

- **Misconception:** A notice of non-compliance was filed against my property for failure to obtain a final. The filing of this notice has no impact on my property, or other aspects of my ownership.

  FACT: A Notice of Non-Compliance "clouds" the title of the property. This document is recorded against the title and will remain as a permanent record. In some fire insurance policies, there is a clause that states that illegal/unpermitted construction is not covered. After the Detwiler Fire in 2017, there were property owners who found that because a Certificate of Occupancy was never issued, the insurance refused to pay. Pursuant to the California Building Code it is a violation to occupy any structure for which a certificate occupancy has not been issued.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

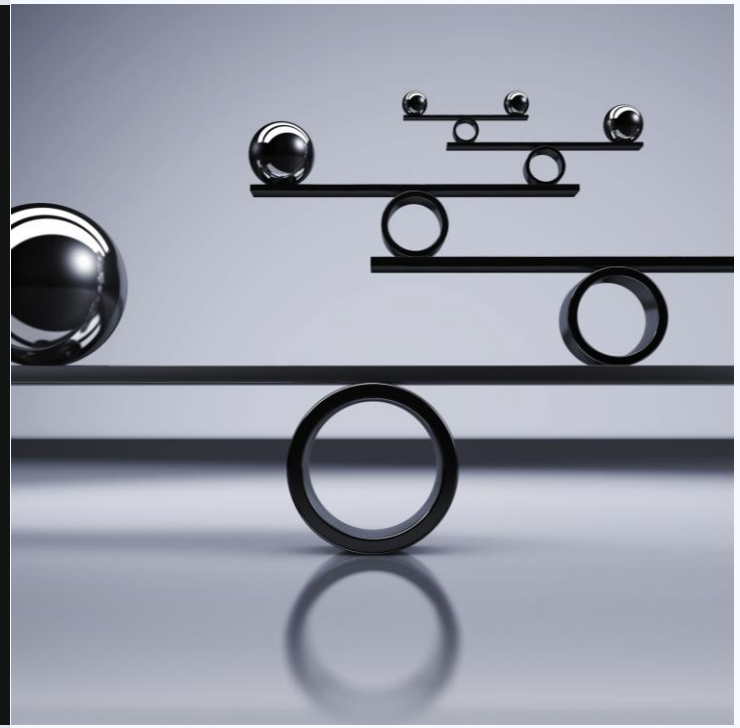
HELPFUL RESOURCES

- WWW.MariposaCounty.org (County Codes and Information)
- ICCSAFE.ORG (Building Codes)
- WWW.HCD.ORG (California Department of Housing and Community Development)
- WWW.CDTFA.CA.GOV (California State Board of Equalization)



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Summary



- This seminar would be hosted by Mariposa County and would include Development Services (Building, Planning and Environmental Health) and Assessors Offices. In addition, we would like to involve local title companies to help present.
- The information provided is only the "***sample***" and the actual seminar would be much more comprehensive.
- Invitations would be sent to local board of realtors, contactors, and appraisers.
- The actual seminar would be four hours (half day). Depending on interest may be conducted two times a couple weeks apart for maximum opportunities for attendance.
- The sessions would be recorded and then placed on the Mariposa County website for future reference.

Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on

Questions?



Attachment: 220701 BOS Public Info (13142 : Receive Information Regarding Seminar on