MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

April 18, 2023

A. 9:00 AM Called to Order

Vice-Chair Forsythe Called the meeting to order as the Chair, noting Chair Menetrey is excused.

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

B. Pledge of Allegiance

Vice-Chair Forsythe led the pledge.

C. Introductions

Steve Engfer/Planning Director introduced two new staff members of the Planning Department, Sarah Hughs and Kimberly Bullock.

Pete Judy/Interim Chief Probation Officer introduced the new Chief Probation Officer Ryan Oliphant who will take office on May 1st, 2023.

Mr. Oliphant thanked the Board and noted this has been his home for over 22 years and he looks forward to working with other County leaders. Congratulations were received from the Board.

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

Vice-Chair Forsythe noted CA.7 has been withdrawn and rescheduled to May 2nd, and the Clerk of the Board read a clarifying note to CA.8. Vice-Chair Forsythe also noted item H.3 has been withdrawn and will return at a later date.

Public comment was received from Walter Wall/District Attorney wanted to speak on CA.16 and wanted to note the challenges victims go through. It takes courage to seek justice. 2023 theme is "Survivors Voice, Elevate, Engage, Affect Change." He noted we are affected by crime in this community and turned the floor to Jessica Mimnaugh/Victims Witness Advocate who read the victim's witness statement of a mother whose child was murdered. Mr. Wall noted they will be having an open house this week.

Joe Lynch/Health and Human Services Director wanted to speak on CA. 20 noting a typo, it should be $395,000. Pulled to be amended.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Shannon Poe, District II Supervisor
AYES:	Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED:	Miles Menetrey

CA1. **Health and Human Services RES-2023-202**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-203**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-204**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-205**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Sheriff's Office RES-2023-206**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration/Human Resources RES-2023-207**

Approve Changes to the Payroll Specialist Job Description by Converting This Classification into a Flexible Classification of Payroll Specialist I/II; Set Salary Ranges for the Flex Classes; Designate Both Levels as Confidential; and Allocate Two Payroll Specialist I/II Positions to the Auditor's Office, Effective Immediately

7. Withdrawn and Rescheduled

CA8. **Board of Supervisors RES-2023-208**

Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 1168 Opposing Case Law that Has Repeatedly Affirmed County Responsibility for the Administration of Emergency Medical Services

CA9. **Board of Supervisors RES-2023-209**

Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Senate Bill SB 754 Rural Broadband-Capable Networks

CA10. **Board of Supervisors**

Approve the Minutes of Tuesday, February 21, 2023

CA11. **Board of Supervisors**

Approve the Minutes of Tuesday, March 7, 2023

CA12. **Board of Supervisors**

Approve the Minutes of Tuesday, March 14, 2023

CA13. **Clerk of the Board of Supervisors 2023-44**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in March of 2023

CA14. **Clerk of the Board of Supervisors 2023-45**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2023

CA15. **Clerk of the Board of Supervisors 2023-46**

Accept the Resignation of Debbie Woodbury and Timothy Bennett from the Behavioral Health Board (BHB) and Recognize Their Service

CA16. **District Attorney/Victim Witness 2023-47**

Proclaim April 23-29, 2023, as "Crime Victims' Rights Week"

CA17. **Health and Human Services RES-2023-210**

Approve a Three-Year Operational Agreement with Mountain Crisis Services, a Program of Alliance for Community Transformations, and Mother Lode Job Training for Transitional Housing Program; and Authorize the Director of Health and Human Services Agency to Sign the Agreement

CA18. **HHS/Behavioral Health & Recovery Services RES-2023-211**

Ratify Letter for Local Mental Health Director and Approve the Board of Supervisors Chair to Sign a Letter to Appoint Sheila Baker as Local Mental Health Director Pursuant to Welfare and Institutions Code Section 5607, Effective Immediately

CA19. **HHS/Community Services RES-2023-212**

Approve a Three-Year Agreement with Excellesoft Partners, LLC to Provide REVA, a Web-Based in Home Supportive Services (IHSS) Provider Orientation and Enrollment System in an Amount Not to Exceed $21,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

20. Item Withdrawn to be voted on with an amendment.

CA21. **Planning RES-2023-213**

Approve a Full-Time Allocation and Recruitment for a Development Services Technician (DST) for the Planning Department, Effective Immediately

CA22. **Planning 2023-48**

Recognize the Service of Kenneth Wagner to the Catheys Valley Community Planning Advisory Committee; Re-Appoint Ken Davis, Joshua Evans and Casey Archer and Appoint Karen Herman and Cathy Orth to the Catheys Valley Community Planning Advisory Committee for Terms to Expire February 28, 2025 (Supervisor Toso)

CA23. **Planning 2023-49**

Recognize the Service of Edward Drechsler on the Historic Sites and Records Preservation Commission; Re-Appoint Burt Collins; and Appoint Letha Goger to an At-Large Position to the Historic Sites and Records Preservation Commission for Terms to Expire February 28, 2026

CA24. **Public Works RES-2023-214**

Adopt a Resolution Verifying the County-Maintained Road Mileage

E. Items removed from Consent Agenda

1. **Administration RES-2023-236**

Approve a Budget Action Reducing General Fund Contingency for the Requested Contribution to the National Center for Public Lands Counties ($24,689) 4/5ths Vote Required

RESULT: WITHDRAWN AND RESCHEDULED Next: 5/2/2023 9:00 AM

2. **HHS/Social Services RES-2023-215**

Approve an Agreement with Mariposa Safe Families to Provide Home Visiting Program Services in an Amount Not to Exceed $395,00; and Authorize the Board of Supervisors Chair to Sign the Agreement

Joe Lynch/Health and Human Services Director commented on CA.20, noting a typo in the Board action. Vice-Chair Forsythe pulled the item from the consent agenda for the amended vote.

AMENDMENT: The amount should read $395,000.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Shannon Poe, District II Supervisor
AYES:	Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED:	Miles Menetrey

F. Departmental Presentation

Steve Ward/Cal Fire/Mariposa Fire Unit Chief noted last week the Board passed a proclamation for Volunteer Week. He wanted to recognize the Fire volunteers who

are the backbone of the fire department. He noted they put in a minimum of 2500+ hours. He wanted to recognize that this is done after their normal jobs and taking care of their families and personal needs. He expressed how proud of his staff. He noted the County moved out of the Amador Agreement on Monday and moved into regular State staffing. He announced burning permits will be required on May 1st.

Wes Smith/OES noted 6 more surveys were received and 6% claimed to have insurance for this damage. Mr. Smith noted the FEMA public infrastructure damage was approved and the cost to the County will be 6.25% instead of 25%. He announced the FEMA damage survey teams are out in the field going house to house. He noted they are about 80% of the way through. He gave information on the opening of the FEMA information centers. Mr. Smith noted RedCross has completed their house-to-house as a response component and reminded the Board RedCross is not a recovery component. He noted recovery in Mariposa is a full county effort with many people and departments responsible for a lot of the information provided. In response to a question from Supervisor Poe, Mr. Smith noted if individuals have minor or major damage they should apply and he is unsure with how long it will take to receive the funding.

Pete Judy noted this week a grant was submitted and awarded as #1 to fund. The awarded monies will be used to purchase a van to service probationers, in particular homeless probationers. He noted the van will be set up with Starlink and could be used for emergencies as well.

Danielle Bondshu/Clerk of the Board noted on May 11th the new Public Records Request software will be debuted as well as the website redesign.

Dallin Kimble/County Administrative Office noted both our Senators have recommended the Wawona Ambulance Bay as a project. He noted our County has been through this before and we are excited to be there again.

1. **Clerk of the Board of Supervisors (ID # 14122)**

Handout from Departmental Presentation

RESULT: INFORMATION RECEIVED

G. Public Comment on Non-Agenda Items

Mike Bruso/Bear Valley brought up insurrection, he noted lots of things government does is incorrect. He noted every time we accept money, we must also accept the conditions, some of which are nonsense. He then discussed the creation of our nation and discussed Hamilton and the Whiskey Rebellion.

H. Regular Agenda Items

1. **Board of Supervisors (ID # 13932)**

Receive an Update Regarding Mariposa Safe Families from Megan Atkinson, Executive Director, Mariposa Safe Families, Inc. / Mariposa Child Abuse Prevention Council

Megan Atkinson/Executive Director of Mariposa Safe Families gave an update to the Board with a PowerPoint Presentation.

Public Comment was received by Joe Lynch who thanked Megan for a great presentation and showing how impactful their organization is to this community.

Accolades were given by Supervisors Poe and Smallcombe. In response to questions from both Supervisors Poe and Smallcombe. Ms. Atkinson noted they collaborate with Calaveras Mariposa Community Action Agency (CMCAA) as well as 4-H and FFA.

RESULT: INFORMATION RECEIVED

2. **Administration RES-2023-216**

Adopt a Resolution in Support of the California State Association of Counties' AT HOME Plan to Address Homelessness

Dallin Kimble gave the staff report.

Public comment was received by Mike Bruso who noted homelessness is an issue that has been around for a long time due to government intervention.

Board discussion ensued. Joe Lynch noted that MHSA (Governor's proposal) would devastate our Behavioral Health noting it is tone-deaf to our community. Mr. Kimble noted what the Board is taking action on today is adopting a resolution that says, Mariposa County is in support, it's a good concept, and the County is willing to be a part of the team.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Danette Toso, District III Supervisor
AYES:	Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED:	Miles Menetrey

3. **Administration (ID # 14003)**

Adopt a Resolution of Intention to Purchase Approximately 70.1 Acres of Real Property at 7168 and 7170 Yosemite Parkway in Yosemite West, California, on Behalf of the Yosemite West Maintenance District by Lot Line Adjustment; and Authorize the Clerk of the Board to Publish Notice of Intention to Purchase Real Property, Setting June 6, 2023 as the Date for the Board to Consider the Purchase -Sale Agreement

RESULT: WITHDRAWN

Recess

11:01 PM Vice-Chair Forsythe recessed the Board and noted they will be serving lunch at 12:00 PM at the Senior Center and will reconvene at 2:00 PM.

I. 2:00 PM Reconvene

1. **Planning (ID # 14002)**

Receive the Code Compliance Advisory Committee (CCAC) 2023 Annual Report and Presentation. Discussion and Feedback to the CCAC Regarding the Work Plan is Requested

Steve Engfer introduced the item and turned the floor to Karen Woblesky/Chair

of the Code Compliance Advisory Committee (CCAC) who gave the PowerPoint presentation.

Public comment was received by Mike Bruso who disagreed with compliance. Further comments in favor of what CCAC is trying to achieve were received by Nicholas Weinstein/Resident, Colleen Rhodes/CCAC Member, Natasha Gram/Resident, Brenda Ostrom/Resident, and Beverley Andelor/Resident.

Board discussion ensued.

DIRECTION: CCAC is to focus on Resolution 2019-218 for enforcement and compliance.

RESULT: DIRECTION GIVEN

J. Board Information

Information received.

K. Adjournment

3:50 PM Vice-Chair Forsythe adjourned in memory of Harriet Hanson and Carol Ann Walker.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-202

MEETING: April 18, 2023

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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-203

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

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

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

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

FINANCIAL IMPACT:
Not Applicable.

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

REF ID# 13917

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-204

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

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

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

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

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

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 13906

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-205

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the 22/23 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 13919

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-206

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Extreme Snowstorms 2023

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.

On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not ratify the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 13886

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2023-207

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Payroll Specialist Job Description

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RECOMMENDATION AND JUSTIFICATION:
Approve changes to the Payroll Specialist job description by converting this classification into a flexible classification of Payroll Specialist I/II; set salary ranges for the flex classes; designate both levels as Confidential; and allocate two Payroll Specialist I/II positions to the Auditor's Office, effective immediately.

The Auditor has identified a need to add a second Payroll Specialist to his department due to the heavy workload of this position, which has steadily increased over the years along with the growth of the County employee population. The Payroll Specialist is a critical position in the ongoing operation of the County, and sufficient staffing is crucial to ensuring that all essential functions of the position are met, including the accurate and timely processing of payroll. The Payroll Specialist II will be responsible for the more complex functions of the position, and will provide lead direction over assigned staff.

An outside consultant conducted a compensation study for the Payroll Specialist position that included a survey of comparator classifications in other counties. Based on the study results, staff recommends setting monthly salary ranges for the two levels as follows:

- Payroll Specialist I: $4,889.39 - $5,942.91
- Payroll Specialist II: $5,377.99 - $6,537.20

These recommended salaries are also consistent with the County's practice of a 10% spread between levels.

The funding to accommodate an additional allocation will be covered by salary savings in the Auditor's budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 1, 2005, the Board of Supervisors approved the classification of Payroll Specialist by Resolution 2005-72. From time to time the Board approves amendments to job descriptions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as recommended, and the department would have two positions at the same level, or amend and approve as the Board desires.

ATTACHMENTS:
Payroll Specialist I-II-Draft (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

PAYROLL SPECIALIST I / II

DEFINITION

To coordinate, lead and perform complex fiscal work in the processing and maintenance of payroll records and related financial transactions, records and reports; to be a resource and a subject matter expert on the County's payroll software; to calculate and prepare financial and statistical reports and statements for internal and external agencies; to establish and maintain positive working relationships with county employees providing accurate and timely responses to their requests; and to perform related duties and responsibilities as required. Incumbents at this level exercise independent judgment in performing technical and complex professional duties in a confidential capacity.

Payroll Specialist I is the entry-level classification in the Payroll Specialist series. Initially under close supervision, incumbents perform a variety of professional payroll duties while learning County policies and procedures. This classification is flexibly staffed with Payroll Specialist II, and incumbents normally advance to the higher level after gaining experience and achieving proficiency which meet the requirements for Payroll Specialist II.

Payroll Specialist II is the journey-level classification in the series. Positions in this class perform the full range of duties and are expected to have a thorough knowledge of departmental procedures and policies and be able to exercise independent judgment while performing complex payroll related work. The incumbent will possess a familiarity with the County's compensation for all employee groups, the memoranda of understandings related to all bargaining groups, and a command of personnel and payroll policies and procedures. This classification is distinguished from the Payroll Specialist I by the requisite level of knowledge and understanding of payroll law and regulations, memoranda of understanding between the County and its represented employee groups and their application in the County's payroll systems.

SUPERVISON RECEIVED AND EXERCISED

Reports to the County Auditor or designee. May exercise lead direction over technical and clerical staff as assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Coordinates the payroll process including the reconciliation and recording of monthly and/or biweekly payroll and ensures appropriate wage/benefit cost distribution for general ledger purposes.

Prepares adjusting entries to accurately record all payroll transactions; prepares justifications and makes recommendations for the adjustment of journals or transfer of entries to make revenue or expenditure corrections.

Prepares quarterly and yearly reports to federal and state agencies.

Researches and solves a variety of problems related to assigned payroll functions.

DRAFT

Attachment: Payroll Specialist I-II-Draft (RES-2023-207 : Approve Amendments to the Payroll Specialist Job Description)

Provides information and assistance to County employees and the general public regarding applicable departmental policies, rules, and procedures.

Promptly communicates with County employees and departments when there are payroll questions about such things as the proper way to code time; appropriate use of leaves; including but not limited to FMLA and SDI integration; and payroll accuracy.

Works closely with Countywide management staff, interpreting financial policy, providing recommendations, and solving financial problems of a complex and/or sensitive nature which requires access to information affecting employee relations.

Posts, computes, compares, and balances a variety of financial, accounting, and statistical information.

Responsible for the auditing and verification of timecards for accuracy and compliance with various laws, memoranda of understanding, policies, procedures, and FLSA.

Maintains the process for history files for employees' salary and benefits, including authorized payroll deductions.

Maintains accounting records to reflect personnel transactions and position control such as changes in pay rates, classification or departmental assignment, new hires, and separations from payroll.

Reconciles detailed records of employee earnings, deductions, and leave usage.

Responds to employee inquiries including pay calculations, posting errors, vacation extension, cash outs, and W4 processing.

Establishes and maintains a comprehensive database of employee information including position control files, payroll tables, earning codes, general deduction codes, specific deduction codes, and withholding tables.

Processes timesheets, manual and electronic payroll checks, electronic deposits, and departmental reports.

Serves as a subject matter expert and resource regarding the County's payroll software system, researches and corrects calculation errors and develops solutions to ensure accurate payroll processing including the creation and editing of calculation components in the County's payroll systems.

Coordinates assigned functions and activities with other departments, divisions, and County staff to consolidate information necessary to ensure accurate recordkeeping and reporting.

Attachment: Payroll Specialist I-II-Draft (RES-2023-207 : Approve Amendments to the Payroll Specialist Job Description)

Payroll Specialist II: (In addition to the above)
Performs the more complex financial record-keeping, problem solving, analysis and interpretation of payroll's compliance with various laws, memoranda of understanding, policies, procedures, and FLSA as assigned.

Assists with staff training; provides lead direction over technical and clerical staff as assigned.

Evaluates and makes recommendations to improve the efficiency and effectiveness of payroll systems and procedures.

EMPLOYMENT STANDARDS

Knowledge of:

Modern payroll and financial record keeping principles, procedures, methods, and terminology including complex computerized financial systems.

Related general clerical filing, indexing, and cross-referencing methods, and procedures.

Working knowledge of preparation and filing procedures for federal and state quarterly and annual payroll reports.

Familiarity with benefit maintenance, reconciliation, premium payment, and reporting procedures.

Payroll Specialist II: (In addition to the above)
All pertinent federal, state and county laws, codes, regulations and standards.

County and department policies, procedures and memoranda of understanding.

Principles of supervision and training.

Ability to:
Maintain confidentiality of sensitive personal information of applicants, employees, and former employees and other matters affecting employee relations.

Interpret, and explain policies and procedures pertaining to the work assigned, including reports produced by County software systems.

Use expenditure and revenue code procedures.

Understand and reconcile payroll records.

Balance and reconcile accounts.

DRAFT

Attachment: Payroll Specialist I-II-Draft (RES-2023-207 : Approve Amendments to the Payroll Specialist Job Description)

Perform mathematical calculations with speed and accuracy.

Perform complex clerical work.

Carry out oral and written instructions.

Establish and maintain cooperative relationships with those encountered in the course of work.

Payroll Specialist II: (In addition to the above)

Understand, interpret and apply pertinent federal, state and local laws, codes, rules and regulations, and County department policies procedures and memoranda of understanding

Analyze problems, evaluate alternatives and make sound recommendations.

Work independently with minimal supervision.

Supervise payroll functions and provide lead direction and training to others.

TYPICAL WORKING CONDITIONS

Work performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time, intermittently walk, stand, stoop, kneel, crouch and reach, while performing office duties; lift and/or move light weights; use hands to finger or handle objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for observations, communicating with others, reading, 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

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education: *(both Payroll Specialist I and II)*
High school diploma or GED equivalent. Completion of 30 semester units of college level coursework in accounting is desirable.

Experience:
Payroll Specialist I and II
Five years of progressively responsible financial and statistical record keeping experience preferably in a government agency, including at least one year of experience processing payroll.

DRAFT

Attachment: Payroll Specialist I-II-Draft (RES-2023-207 : Approve Amendments to the Payroll Specialist Job Description)

Payroll Specialist II (in addition)
One (1) additional year of experience processing payroll.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another state if 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: 03/05 (B/S Res. 05-72)
Revision Date: 02/06 (B/S Res. 06-73); 04/23 (B/S Res.)

DRAFT

Attachment: Payroll Specialist I-II-Draft (RES-2023-207 : Approve Amendments to the Payroll Specialist Job Description)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-208

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratification of Letter of Support for AB 1168

RECOMMENDATION AND JUSTIFICATION:
Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 1168 Opposing Case Law that has Repeatedly Affirmed County Responsibility for the Administration of Emergency Medical Services.

The letter was submitted to the Assembly Natural Resources Committee on 4/3/23.

Assembly Bill 1168 falls under the Safe Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062.

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 the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

ATTACHMENTS:
AB 1168 4-3-23 (PDF)

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

REF ID# 13990

Mariposa County Board of Supervisors

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

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

March 31, 2023

The Honorable Jim Wood
Member, California State Assembly
1020 N Street, Suite 390
Sacramento, CA 95814

Re: AB 1168 (Bennett): Emergency Medical Services (EMS): Prehospital EMS

As Amended March 16, 2023 – OPPOSE
Set for Hearing on April 11, 2023 – Assembly Health Committee

Dear Assembly Member Wood:

On behalf of Mariposa County, we write in OPPOSITION to AB 1168, authored by Assembly Member Steve Bennett. AB 1168 seeks to overturn statutory and case law that has repeatedly affirmed county responsibility for the administration of emergency medical services and the flexibility to design systems to equitably serve residents throughout their jurisdiction.

AB 1168 seeks to annul unsuccessful legal action that attempted to argue an agency's .201 authorities – that is, the regulation that allows agencies which have continuously served a defined area since the 1980 EMS Act to continue serving that area as the sole provider. And it does so in the two following ways.

Deeming of Section 1797.201 Entities

AB 1168 would allow virtually any city or fire agency to deem themselves a .201 entity in perpetuity. As underscored in several court cases, the EMS Act intended Section 1797.201 to be transitional for cities and fire agencies that were providing EMS services on June 1, 1980, to do so until they ceded the provision of those EMS services to the county through agreements. AB 1168 now allows any city or fire agency that has entered into an agreement with a county to now be "deemed" to retain its .201 authorities under three circumstances 1) those entering an agreement with a county (both previously and in perpetuity), 2) those who entered a joint exercise of powers agreement, and 3) those that contract with a county outside its jurisdiction for EMS services. This disrupts existing agreements and services areas by allowing cities and fire agencies to enter and leave existing agreements at will.

Complicated Ambulance Contracting Process

AB 1168 also creates a complicated and unnecessary process for counties to navigate to ensure EMS services throughout the entire jurisdiction. Cities and fire agencies, now deemed .201 entities, if they

Attachment: AB 1168 4-3-23 (RES-2023-208 : Ratification of Letter of Support for AB 1168)

choose to leave an existing EMS service area, would now have to be provided the opportunity to provide continued services and if they decline, counties would have the option to reestablish services in four ways: 1) create a separate county department, 2) assign EMS service responsibility to our county fire department, 3) contract with other cities, districts, and/or other local agencies in our jurisdiction, or 4) contract with a private ambulance company. The measure does allow a county to determine the economic viability of providing services set forth by this process; however, AB 1168 requires a city or fire agency to provide EMS services to the entire EMS operating area. This bill would disrupt established agreements and services with the potential outcome of having to mandate an entity that may not be best suited or interested in serving the entire operating area.

This measure reverses years of litigation and agreements between cities and counties regarding the provision of emergency medical services and causes a great deal of uncertainty for counties who are the responsible local government entity for providing equitable emergency medical services for all of their residents. AB 1168 would allow cities and fire districts to opt out of longstanding agreements with counties who would then be obliged to open up already complicated ambulance contracting processes. Our county diligently works to ensure the equitable provision of EMS services to all of our residents and this measure needlessly fractures the systems we have in place today.

The organized EMS system established under the EMS Act provides for coordination, integration, equity, and evidence-based practice in the delivery of high-quality emergency medical services. The result will likely be widespread fragmentation of the organized, efficient, and effective EMS system of today and reversion to the disjointed state that existed prior to the implementation of the EMS Act.

It is for these reasons that the County of Mariposa strongly opposes AB 1168 and respectfully urges your 'NO' vote on the measure.

If you should have any questions, please contact The Mariposa County Board of Supervisors At (209) 966-3222

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Cc: The Honorable Steve Bennett, Member, California State Assembly
Members, Assembly Health Committee Lara Flynn, Principal Consultant, Assembly Health Committee
Gino Folchi, Consultant, Assembly Republican Caucus

Attachment: AB 1168 4-3-23 (RES-2023-208 : Ratification of Letter of Support for AB 1168)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-209

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratification of Letter of Support Senate Bill 754 Rural Broadband Networks

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RECOMMENDATION AND JUSTIFICATION:
Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Senate Bill SB 754 Rural Broadband-Capable Networks.

The letter was submitted to Sierra Telephone on 4/4/23.

Senate Bill 754 falls under the Safe Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062.

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 the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

ATTACHMENTS:
Ratify SB 754 Letter of support 4-4-23 (PDF)

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

REF ID# 13998

Mariposa County Board of Supervisors

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

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

April 4th, 2023

The Honorable Steven Bradford
Chair, Senate Energy, Utilities & Communications Committee
1021 O Street, Room 3350
Sacramento, California 95814

RE: SB 754 (Alvarado Gil) - SUPPORT

Dear Senator Bradford,

On behalf of Mariposa County, we are pleased to support SB 754 (Alvarado Gil), which would restore the time-honored ratemaking and rate design methodology previously applied to small telephone companies by the California Public Utilities Commission (CPUC). This bill ensures that the rural communities served by these companies do not get left behind as California and Congress make historical investments in closing the digital divide.

Our communities need affordable and reliable broadband service to keep our businesses, schools, hospitals, and other important institutions connected so we can access valuable resources. Our local company, Sierra Tel, builds the network our community relies upon to access broadband.

SB 754 is an important bill that keeps rural communities from being marginalized. Being connected to high-speed broadband allows for democratic engagement, social mobility, and economic equality and growth. This service is not a luxury, but a necessity.

For these reasons, we support SB 754 and respectfully request your "Aye" vote in committee. If you have any questions, please contact us at (209) 966-3222.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attachment: Ratify SB 754 Letter of support 4-4-23 (RES-2023-209 : Ratification of Letter of Support Senate Bill 754 Rural Broadband Networks)

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 21, 2023

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Danielle Bondshu/Clerk of the Board introduced Jeremy Herber/General Manager for Recology. Mr. Herber thanked the Board for having him and gave some background.

Leigh Westerlund/Assistant CAO introduced Will Fassett/Grant Administrative Analyst. Mr. Fassett thanked the Board and noted he was excited to work with everyone.

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

Public comment received from Roger Powell/Habitat for Humanity, He thanked the Board for their support of Habitat Awareness Week and placing it on the agenda.

Chair Menetrey announced CA.15 and CA.26 would be removed for a separate vote.

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

CA1. **Health and Human Services** **RES-2023-77**

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-78**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-79**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-80**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Administration RES-2023-81**

Approve the Omnibus Permanent Local Housing Allocation (PLHA) Loan Amendment; and Authorize the Board Chair to Sign the Amendment

CA6. **Administration/Community Development RES-2023-82**

Re-Open the Request for Proposals (RFP) to Conduct a Childcare Feasibility Study

CA7. **Agricultural Commissioner RES-2023-83**

Approve an Increase in Extra-Help Hours from 990 Hours to 1,300 Hours for Agricultural Field Assistant Extra Help Position Effective Immediately

CA8. **Auditor RES-2023-84**

Approve an Overfill of the Payroll Specialist Allocation in the Auditor Department, Effective February 1, 2023

CA9. **Board of Supervisors 2023-17**

Proclaim the Week of February 26 - March 5, 2023 as "Habitat Awareness Week"

CA10. **Board of Supervisors**

Approve the Minutes of Tuesday, January 17, 2023

CA11. **Board of Supervisors**

Approve the Minutes of Tuesday, January 24, 2023

CA12. **Clerk of the Board of Supervisors 2023-18**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in January of 2023

CA13. **Clerk of the Board of Supervisors 2023-19**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2023

CA14. **Clerk of the Board of Supervisors 2023-20**

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Receive the List of Software as a Service License Agreements Entered into by the CAO (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received and Processed in January and February of 2023.

15. Removed for Separate Vote

CA16. **County Counsel 2023-21**

Accept Resignation and Recognize Pete Judy and Josh Keheley for Their Service on the Mariposa County Safety Committee; and Appoint Ryan Oliphant as a Management Representative and William Atkinson as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 28, 2023

CA17. **County Counsel RES-2023-85**

Approve Fourth Amendment to Lease Agreement with Carlos and Richard Ortiz for an Additional One Year and Six Months for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA18. **Health and Human Services RES-2023-86**

Approve an Operational Agreement with Kene Me-Wu Family Healing Center, Inc. for Domestic Violence Referrals; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA19. **HHS/Behavioral Health & Recovery Services RES-2023-87**

Approve Agreement with the Department of Health Care Services (DHCS) to Permit County of Mariposa to Participate in County-Based Medi-Cal Administrative Activities (CMAA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-88**

Approve Data Sharing Agreement with California Health and Wellness; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **HHS/Behavioral Health & Recovery Services RES-2023-89**

Approve First Amendment to Agreement with JDT Consultants, Inc., Increasing the Agreement Amount by $25,000 to a New Amount Not to Exceed $75,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA22. **HHS/Community Services 2023-22**

Re-Appoint Christine Kleiman-Moore to the Commission on Aging Representing the District 3 Position with a Term Expiring on January 2, 2027, Coinciding with the Current District 3 Supervisor's Term; and Re-Appoint Dayla Reagan-Buell to the Commission on Aging Representing an At-Large Position with a Term Expiring on February 21, 2027

CA23. **HHS/Social Services RES-2023-90**

Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency and Mariposa County Probation to

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Meet Requirements for Foster Care and Title IV-E Claims, WIC 241.1 Joint Assessment Protocols, Delinquency Court and Non-Minor Dependents (NMDs), and Other Federal and State Requirements Regarding Children and Youth in the Care of Either Department; and Authorize the Board of Supervisors Chair to Sign the MOU

CA24. **Planning** **2023-23**

Re-Appoint Art Baggett as a Member Representing the Trail Advocate and Outdoor Recreation Enthusiast Category on the Merced River Trail Community Working Group for a Term Expiring February 28, 2026

CA25. **Planning** **2023-24**

Re-Appoint Colleen Rhodes and Robert Fox to the Code Compliance Advisory Committee for Terms to Expire February 28, 2025; and Recognize the Service of Nancy Kemp to the Code Compliance Advisory Committee

26. Removed for Separate Vote

CA27. **Planning** **2023-25**

Re-Appoint Charles Lammers, Gary Francisco, Adam Ferguson and Angela Heiss, to the Midpines Planning Advisory Committee for Terms to Expire February 28, 2025 (Supervisor Smallcombe)

CA28. **Public Works** **RES-2023-91**

Authorize the Public Works Director to Waive the Encroachment Permit Fee; and Approve a Street Closure of 9Th & 10Th Streets for the Annual Art, Wine & Wheels Event on May 27, 2023, on the Mariposa County Courthouse Lawn, and Waive the Requirement that the Applicant Pay for the County's Insurance Policy for Events at Which Alcohol is Served

CA29. **Public Works** **RES-2023-92**

Accept the Emergency Repair Work on Worman Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA30. **Public Works** **RES-2023-93**

Accept the Emergency Repair Work on Preston Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA31. **Public Works** **RES-2023-94**

Accept the Emergency Repair Work on Indian Peak Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA32. **Public Works** **RES-2023-95**

Accept the Emergency Repair Work on Hornitos Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA33. **Public Works** **RES-2023-96**

Accept the Emergency Repair Work on Jerseydale Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA34. **Public Works** **RES-2023-97**

Review Emergency Repair Work on West Westfall Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

CA35. **Public Works** **RES-2023-98**

Approve a Five-Year Agreement with Mark Thomas for On-Call Civil Engineering Services; Approve Task Order No. 1 for the ATP MES Connectivity Project in the Amount Not to Exceed $423,658; Approve Budget Action Transferring Funds Within the Public Works Roads Budget; and Authorize the Board of Supervisors Chair to Sign the Agreement and Task Order No. 1

CA36. **Public Works** **RES-2023-99**

Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; and Authorize the Board of Supervisors Chair to Sign the Agreement and Task Order No. 1

CA37. **Sheriff's Office** **RES-2023-100**

Approve Assumption of Risk and Release of Liability and Defense and Indemnification Agreement for Retired Sheriff's K9 Niko and His Current Handler

CA38. **Treasurer-Tax Collector-County Clerk** **RES-2023-101**

Approve the Purchase of an Additional Module with Megabyte Systems for TOT Processing ($25,000); Approve an Automatically Renewing License Agreement ($3,283.83 Annually); and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions

1. **Board of Supervisors** **RES-2023-76**

Resolution and Tile Plaque Recognizing Pete Judy, Upon His Retirement as Chief Probation Officer (Board Chair)

Chair Menetrey introduced the item. Public comment was received by Ryan Oliphant/Assistant Chief Probation Officer, Joe Lynch/Health and Human Services Agency Director, Elizabeth Darcy/Public Information Officer, Tara Schiff/Economic Development, Jeremy Briese/Sheriff, Steve Ward/Mariposa County Fire/Cal Fire Division Chief, Leigh Westerlund, Ben Goger, Luis Mercado/Auditor, and Dallin Kimble/County Administrative Officer all spoke highly of Chief Judy's integrity and dedication to this community. They all thanked him for his mentorship and wished

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

him well in retirement.

Supervisors Forsythe, Smallcombe, Toso, and Chair Menetrey thanked him for his service, wished him well in retirement and noted how missed he will be.

Chair Menetrey presented Chief Judy with the Resolution and Tile Plaque from the Board. He also presented him with a glass case full of all of Chief Judy's previous badges as a parting gift. Chief Judy thanked everyone for their kind words and Mr. Moffit/Former Chief Probation Officer for Mariposa County wished Chief Judy well in retirement.

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

Reception to Follow

10:03 AM Chair Menetrey recessed for a reception and reconvened at **10:20 PM.**

F. Departmental Presentation

Jacob Hawley/Mariposa Visitors Center gave an update noting they have seen 300 + more visitors for the year coming through the visitor's center. He noted it was an average of 35 people a day. He noted the escape room keeps people coming in and noted they were aware of a rockfall between Camp 4 and El Capitan which will cause traffic in the park.

Sheriff Briese gave a quick report from the OES office. He noted Wes Smith/OES Wes could not be here today as he was in a meeting with Federal Emergency Management Agency (FEMA). He noted this meeting was to discuss the federal declaration for assistance after the flooding event. Sheriff Briese also noted that a local business was recently burglarized in broad daylight; he warned individuals that if they victimize this community, he and his staff will come at you with everything he can.

Joe Lynch gave an update on the storm; He noted they had contacted all IHSS clients to ensure they are stable for the week. He noted if anyone needs assistance, to call 209-966-2000. He also noted he would have an item to update the Board on the encampment at the next meeting.

Dallin Kimble noted there was a new storm building, and the Roads team is building a plan. He also noted there was a new website called Mother Lode ADU which has information, and people can sign up for webinars.

G. Public Comment on Non-Agenda Items

Mike Bruso/Bear Valley noted he missed a couple of meetings, but he does listen online. He noted the last few years, there were many marches of follies, which for him is the most critical. He listened to the presentation from Barbara Hayes/RCRC, he noted she spoke of carrots and sticks and noted it is really a part of the march of folly, it relies on sticks. "If they do not get it through the carrots, they will go to sticks."

H. Regular Agenda Items

1. **HHS/Public Health** **RES-2023-102**

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Four New Additional Allocations; One Full-Time Senior Administrative Analyst; One Full-Time Administrative Analyst I/II; and Two 0.5 FTE Permanent Part-Time Program Specialist in the Health & Human Services Agency, Public Health Division Budget; Effective Immediately

Cindy Forga/Deputy Director of Public Health. This is through a grant; the grant funds were already approved and will cover these allocations. it highlights public health; these allocations are to support public health; these funds are ongoing and are part of the State budget. No public comment.

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

2. **Administration** **RES-2023-103**

Approve First Amendment to Agreement with BOP, a Joint Venture for Debris Removal for Oak Fire Survivors; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,092,591) 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund and noted both items 2 and 3 are in regards to Oak Fire. Ms. Westerlund gave a narrative on the budget actions. She noted the budget was originally for 82.5% of debris removal cost. Mr. Kimble underlined that we did not get the complete waiver but we did get an adjustment for the items. No public comment.

Chair Menetery asked why it shows only $5 million, Ms. Westerlund noted the five million is the adjustment made on top of the previous budgeted amount.

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

3. **Administration** **RES-2023-104**

Approve First Amendment to Agreement with TetraTech for Debris Removal for Oak Fire Survivors; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,900,000) 4/5ths Vote Required

Mr. Kimble noted Ms. Westerlund addressed this in the previous item and also noted a thanks to along list of individuals for their help on this.

Public comment was received by Jonathan Noel who asked the Board if they can put pressure on the contractors be held accountable for damage to roads even though a right of entry was signed. Mike Gunther/Resident asked a clarifying question regarding this contract, he asked if the County covers the cost. Mr. Kimble noted we cover the cost and are reimbursed, if we are not reimbursed it would come back to the Board to have a conversation about what to do.

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

4. **Clerk of the Board of Supervisors** **RES-2023-105**

Amend the Selection the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) for Solid Waste First and Second Alternates as 2023 Agency Representatives

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

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

5. **Clerk of the Board of Supervisors** **(ID # 13829)**

Discussion and Direction on the Use of Teleconference Services

10:56 AM Danielle Bondshu/Clerk of the Board Stepped away to Give a presentation for the discussion of teleconference. Katherine Slenders/ Deputy Clerk of the Board II took over as Clerk. Mrs. Bondshu gave a staff report on all the ways public can comment throughout a board meeting. She requested direction from the Board of Supervisor on the continuance of the teleconference number for public comment or discontinue the service.

Public comment received by Jonathan Noel who noted how the use of teleconference commenting makes it easier for public in the Fish Camp, El Portal and Coulterville to be included in the Board Meetings. Board discussion ensued.

Supervisors Poe, Forsythe and Chair Menetrey were in favor of removing the teleconference line. Supervisors Smallcombe and Toso were in favor of keeping the teleconference line.

DIRECTION: The Board directed staff to remove the teleconference phone number for public comment from the agenda.

RESULT: **DIRECTION GIVEN**

Recess Board of Supervisors

11:36 AM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code announcement.

I. COUNTY SERVICE AREA 1M (Don Pedro)

11:36 AM Board Chair Menetrey called the meeting to order.

Public Comment Period

Public comment received from Mike Gunther asked how often these CSA 1M meetings are held by the Board. He began to ask about I.3, and Chair Menetrey asked that he wait until that item comes before the board.

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CSA 1M Regular Agenda

1. **Clerk of the Board of Supervisors CSA1M-2023-1**

Selection of the 2023 County Services Area 1M (Lake Don Pedro) Chair

Danielle Bondshu introduced the item. No public comment.

ACTION: Shannon Poe was selected as the 2023 CSA 1M Chair.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Clerk of the Board of Supervisors CSA1M-2023-2**

Selection of the 2023 County Services Area 1M (Lake Don Pedro) Vice-Chair

Danielle Bondshu introduced the item. No public comment.

ACTION: Wayne Forsythe was selected to remain the 2023 CSA 1M Vice-Chair.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **Public Works CSA1M-2023-3**

Adopt a Resolution to Accept a Small Community Drought Relief Program Grant for the Coulterville Drought Relief Project in the Amount of $2,279,990; Approve a Budget Action Recognizing Unanticipated Revenue in Fund 5578; and Authorize the Public Works Director to Prepare and Sign All Necessary Documents with the DWR (Subject to Approval as to Legal Form by County Counsel) 4/5th Vote Required

Chair Poe read the item and opened public comment.

Public comment was received by Mike Gunther/Don Pedro resident, who asked a question regarding the math on packet page 771. Mike Bruso noted that in another life, he dealt with water districts, and he suggested a committee within the district communities to meet and discuss this.

Shannon Hansen/Public Works Director, noted that she will look at the figures that Mr. Gunther is referencing. She noted this item is an exciting grant opportunity, and Coulterville will receive a 205,000-gallon tank and a new well. In response to Chair Poe, Ms. Hansen noted this won't solve the issues in Coulterville but it starts.

Supervisor Smallcombe inquired about the term ending in September of 2024 and asked if that was enough time. Ms. Hansen noted they would make it work.

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

Adjourn CSA 1M

11:55 AM Chair Poe adjourned the meeting of CSA 1M.

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Reconvene as Board of Supervisors

11:55 AM Chair Menetrey reconvened the Board of Supervisors Meeting.

J. Items removed from Consent Agenda

1. **Clerk of the Board of Supervisors RES-2023-106**

Cancel Board of Supervisors Meetings that Fall on 4Th Tuesdays

Board discussion regarding why the meetings were being cancelled. Danielle Bondshu/Clerk of the Board, noted that this direction was given to staff at the previous meeting.

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Danette Toso, Rosemarie Smallcombe, Wayne Forsythe
NAYS:	Shannon Poe, Miles Menetrey

2. **Planning 2023-26**

Re-Appoint Tony Toso as a Voting Member Representing the Cattle Industry and Re-Appoint John Shimer as an at Large Voting Member for the Agricultural Advisory Committee for Terms to Expire February 28, 2025

Supervisor Toso recused herself.

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
RECUSED:	Danette Toso

K. Board Information

None.

L. Adjournment

12:06 PM adjourned in memory of Delbert Eugene Kenney, Gerald Lee Fuller, Teresa Anderson, Mary Kay Jay, Janette Parrish, James Michael Bergman, Jesse Bloom, Harold Lewis Wildt, Elizabeth Kollman, Elaine Fluharty, Larry Lawrence Arnold, James (Jim) Lewellen, Darla Ray Ballard, Janet Marx, Franklin Roosevelt Thompson, Bill Don Hilton, Jim E. Tripp, and Elsie May Burgess.

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Feb 21, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 7, 2023

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	District III Supervisor	Present	9:01 AM
Shannon Poe	District II Supervisor	Present	9:01 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey announced that CA.8 was being removed to be voted on with an amendment. Supervisor Forsythe commented on CA. 19, thanking Public Works for the movement of these projects.

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

CA1. **Health and Human Services** **RES-2023-107**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2023-108**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA3. **Sheriff's Office RES-2023-109**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-110**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Administration RES-2023-111**

Approve a Letter of Support for Assembly Bill 400, Which Will Permanently Allow Design-Build Procurement for Qualifying Public Works Projects; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. **Auditor RES-2023-112**

Authorize the Allocation and Recruitment of One Full Time Accountant I/II Confidential Position in the Auditors Department, Effective Immediately

CA7. **Board of Supervisors RES-2023-113**

Resolution and Tile Plaque Recognizing Sharon Wardale-Trejo, Upon Her Retirement as Director of the Merced-Mariposa Regional Department of Child Support Services (Board Chair)

8. Removed for an Amendment

CA9. **Board of Supervisors**

Approve the Minutes of Tuesday, February 7, 2023

CA10. **Child Support Services RES-2023-114**

Approve a Three-Year, Three Month Agreement with Matson Alarm Company to Provide Monitoring and Support Services of Security System in an Amount Not to Exceed $1,930.50; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Clerk of the Board of Supervisors (ID # 13873)**

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

CA12. **Health and Human Services RES-2023-115**

Approve Second Amendment to Agreement with Scott's Cleaning Service Increasing the Amount by $35,000 for New Amount Not to Exceed $75,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Health and Human Services RES-2023-116**

Approve First Amendment to Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency (HHSA) and John C. Fremont Healthcare District (JCFHD) Increasing the Amount by $130,000 to a New Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **HHS/Employment and Community Services RES-2023-117**

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve County Purchase MP-01-2022 with CalSAWS Consortium for the Acquisition of Two (2) Kiosks in an Amount Not to Exceed $63,549; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Planning** **2023-27**

Re-Appoint Xavier Dubois, Kim Brisack, Cara Goger, and Abby Miller to the Creative Placemaking Strategy Advisory Committee (CPSAC) for Terms to Expire February 28, 2026

CA16. **Public Works** **RES-2023-118**

Authorize Public Works to Waive the Encroachment Permit Fee of $188.00 for the 74Th Annual Hornitos Enchilada Dinner on March 4, 2023, from 3:00 PM to 8:00 PM

CA17. **Public Works** **RES-2023-119**

Accept the Emergency Repair Work on West Westfall Road as Complete; Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3); Approve an Agreement with Palmer Tractor in the Amount Not to Exceed $270,949.81; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel) 4/5ths Vote Required

CA18. **Public Works** **RES-2023-120**

Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke Construction to Increase Compensation by $6,636; and Authorize the Public Works & Transportation Director to Sign the Change Order

CA19. **Public Works** **RES-2023-121**

Approve an Agreement with Ranch Fence for Minor Roadway Guardrail Repair Projects in the Amount Not to Exceed $75,347; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

1. **Board of Supervisors** **RES-2023-122**

Approve a Letter of Thanks to Napa County for Allowing Mariposa County to Use Their Emergency Services Officer, Kendra Boyer for Oak Fire Recovery

Dr. Eric Sergienko/County Health Officer, thanked the Board for bringing the thank you letter to Napa County for the assistance by Kendra Bowyer.

AMENDMENT: Change the name from Boyer to Bowyer.

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

F. Departmental Presentation

Jeremy Briese/Mariposa County Sheriff updated the Board on the current state of the County in the context of the winter weather events. He noted our most populated communities were affected, as well as a large swath of the State, expressing that even as far south as San Bernadino was heavily affected. Sheriff Briese noted by the morning of February 28th, 2022, the County was faced with serious decisions. They limited travel and active the County's Emergency Operation Center (EOC). In collaboration, the EOC and Incident Command Post (ICP) prioritized life safety and public infrastructure. Sheriff Briese also noted the amount of community involvement and assistance. He noted he could not condone independent volunteer responses because we need to have one response. Sheriff Briese noted that the entire county took a hit; many communities looked grim until the County was able to get Heavy Equipment Operators to assist. He also noted between February 23rd to March 6th, the Sheriff's Department received almost 1000 calls for service, 954 of those being for the snow event, which was noted, and the calls fielded. He also noted that roughly 500-1000 more calls were handled at a phone level and not documented. Sheriff Briese gave a special shout-out to the Search and Rescue team for their efforts during this event. In response to a question from Supervisor Poe, Sheriff Briese noted to purchase a side-by-side with tracks would cost roughly $31,000 and noted those have already been ordered also noted last year Search and Rescue had 488 calls and this year, they are up to 1000. Supervisor Forsythe noted the Sheriff "hit the nail right on the head" in regards to the response and further noted he may have been elected to a specific district but he represents the whole county and what he saw was neighbors helping neighbors while out viewing the devastation with the Sheriff. Supervisors Smallcombe, Toso, and Chair Menetrey thanked the Sheriff and his staff for their commitment and assistance to the community during the storms.

Shannon Hansen/Public Works Director noted during the previous 13 days, her 10 roads crew employees have been hitting on all cylinders to work on the 564 miles of County maintained roads. She noted how exhausted they are but continue working hard 24 hours a day. She noted those same 10 roads crew members are not just plowing, they are working removal of trees and debris in the county right of way. She noted for the listening public that all major roadways are open. Ms. Hansen gave updated information and a big thanks to contractors, County Departments, and other government entities for their assistance in the toughest-hit communities. Supervisors Toso, Poe, Smallcombe, Forsythe, and Chair Menetrey thanked Ms. Hansen and her team for their dedication and hard work during these storms.

Joe Lynch/Health and Human Services Agency Director noted HHSA is to procide mass care and shelter during emergencies. He gave a breakdown of how his staff prepares for storms, including moving "Safe and IHSS Clients" to shelters where needs will be met in the event of an emergency. He noted his staff set up a call line to assist with certain needs and received over 400+ calls of which 300+ were resolved. He noted his staff has worked hard to ensure community needs are met.

9:54 AM recessed for less than a minute due to the media encoder showing it went

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

down; however, it seemed to remain live.

Mr. Lynch continued noting he saw a lot of generosity and volunteer assistance from the community, for example, former Sheriff Binnewies was out providing food and fuel to individuals in his area that needed assistance. He noted his staff continues to take calls, many of which are in regard to structural damage. He noted they are looking at planning a Local Assistance Center (LAC) to assist affected individuals. Mr. Lynch wanted to note his appreciation for his staff, the Sheriff's Office, and Darren Mills/PG&E as they have been instrumental in helping those affected. Supervisors Smallcombe, Toso, Poe, and Chair Menetrey thanked Mr. Lynch and his staff for their commitment and assistance to the community during the storms.

Dallin Kimble/County Administrative Officer wanted to express his gratitude for the County team noting it gives a sense of pride as we continue to grow and do better during emergencies. He noted we receive a lot of comments about how our EOC is among the best of our folks. He noted there is the staff that had worked 24 hours to assist their community. Dallin noted as part of the disaster response, there were a number of offices closed, and there are many things that go into that, including the safety of staff. Supervisors Smallcombe and Toso concurred that this county has an incredible team.

G. Public Comment on Non-Agenda Items

The Board received several comments in regards to the removal of the public comment line, Chair Menetrey noted that on February 21st, 2023, the Board discussed discontinuing the phone line. He noted that the Board agreed that the phone line was not being used.

Debbie Peters/Sierra Telephone wanted to remind the Board and the public to update their emergency contact information. She also announced that during power outages, customers could plug in their standard corded phones and will be able to receive and use their telephone line. Ms. Peters also noted that contractors will be in Mariposa on the 13th of this month to begin the fiber project.

Mike Bruso/Bear Valley noted in the theme of March of Folly, to him, it is important that we identify the comments. He noted in the greatness of this county the many cultures and individual struggle. He then discussed the French Revolution

Ken Bissmeyer/Contractor, noted that during the storms, he saw uncommon valor, and sacrifice by community members and contractors. He noted he was happy to hear this meeting was taking place and noted that the love we have in this community and the true colors that are shown during a disaster are what draw this community together. He thanked the County for the resources and thanked the Department Heads for the efforts made.

After several public comments received via email, the Board directed the Clerk of the Board to bring an item back for further discussion on the possible reinstatement of the telephone line on the agenda for public comment use.

1. **Clerk of the Board of Supervisors (ID # 13890)**

Public Comment on Non-Agenda Items, March 7Th, 2023, Meeting

RESULT: INFORMATION RECEIVED

H. Regular Agenda Items

1. **Sheriff's Office RES-2023-123**

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Adopt a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency

Sheriff Briese gave the staff report, noting many individuals' unseen respond to these hazards and emergencies, he also noted hazard pay should be discussed. He thanked the local contractors and noted this item was to hopefully receive California Disaster Assistance Act (CDAA) funding. He noted if the funding is not received, any damage done to the public infrastructure would alter the general fund. He also noted every district had major impacts.

Public Comment was received by Nick Bissmeyer/Local Forester and Contractor who noted many contractors are "good old boys and girls" who have responded to their areas as they have the equipment to do so. He noted the grim sight in many communities. He noted how when clearing driveways, they would be approached to help and elder, he noted finding an 80-year-old gentleman who was nearly out of rations. He noted his appreciation for this community and the generous contractors who spend their time and money on non-paid projects to help the community. He asked that the Board consider extending Incident Command Post (ICP) to include contractors during this situation. Chair Menetrey and Supervisor Poe thanked Mr. Bissmeyer for his assistance. Supervisor Smallcombe asked if there is a communication channel in which contracts share information with one another. Mr. Bissmeyer noted he wasn't aware of one, but the Local Contractors Association, of which he is not a part of, may have one. Sheriff Briese noted this conversation is being had for future events, to possibly have a list of contractors.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Recess

10:45 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:51 AM.

2. **County Counsel RES-2023-124**

Adopt County-Wide Safety and Loss Prevention Manual

Steven W. Dahlem/County Counsel introduced the item and Steven C. Wilmes/Prism Representative gave the staff report and discussed the Safety and Loss prevention manual and gave a PowerPoint Presentation.

Public comment was received by Mike Bruso who noted a possible error under "Medical surveillance" sections number three and four titled "employees exposed to lead".

Kudos were received by Supervisors Forsythe, Smallcombe, Poe, and Chair Menetrey who all noted the commitment to ensuring county employees' safety.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **HHS/Behavioral Health & Recovery Services RES-2023-125**

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Appoint Sheila Baker as Local Mental Health Director Pursuant to Welfare and Institutions Code Section 5607, Effective Immediately

Dr. Kristina Keheley/Director of Health Services gave the staff report and noted the Local Mental Health Director is also the Executive Director of Behavioral Health Services.

Sheila Baker/Deputy Director of Behavioral Health let the Board know she is honored to serve in this role. Mariposa County is true to her heart and is full circle for her. She also noted the extensive experience she brings.

No public comment.

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

4. **Administration/Community Development (ID # 13837)**

Discussion and Direction Regarding a Micro Enterprise Grant Application for the Joyful Owl Chef in the Amount of $10,000

Tara Schiff/Economic Development Specialist gave the staff report and introduced Morrisa Rose/Owner of Joyful Owl, who noted she works closely with other caterers and restaurants. Ms. Rose also noted that she is dedicated to what she does and has worked with the community for many years.

In response to a question by Supervisor Poe, Ms. Rose noted that the "Ice Cream Cooker" was a typo within the item.

Supervisor Forsythe noted that it's great to see her working with other businesses. Ms. Rose noted she would be working with AutoCamp and other AirBnBs as a private chef,

Public Comment was received by Travis Metlock/Little Shop of Ramen who noted Ms. Rose created the desserts for their menu as well as some of their dough. He noted it's a joy to work with her.

In response to a question from Supervisor Smallcombe, Ms. Schiff noted we have approved one grant and still have $240,000 left with quite a few applications.

DIRECTION: Staff is to bring back an item to approve a MicroEnterprise grant for $10,000.

RESULT: **INFORMATION RECEIVED**

5. **Administration/Community Development (ID # 13855)**

Discussion and Direction Regarding a Micro Enterprise Loan Application ($50,000) for the Local Grape

Tara Schiff gave the staff report and introduced Travis Medlock/Local Grape - Vines and Vittles Inc., who noted it had been one thing after another with COVID, fires, floods, and snowstorms. He noted they would like to add charcuterie and European-style baguette sandwiches to the Local Grape side of the restaurant. He noted that this would enable them to go to Wine events and do tapas and paninis. No public comment.

In response to a question from Supervisor Smallcombe, Tara noted it is for $50,000 flat.

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

DIRECTION: Bring back an item to approve the MicroEnterprise loan for $50,000 at 2% for ten years.

RESULT: **INFORMATION RECEIVED**

6. **Administration** **RES-2023-126**

Approve an Agreement with Mariposa County Unified School District (MCUSD) to Convey Hornitos School Property at 7379 Hornitos Road in Hornitos to Mariposa County; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report. He noted we thought it was done a few weeks ago but language was missing. No public comment.

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

7. **Administration** **RES-2023-127**

Receive and Review the Midyear Financial Status Reports and Approve Budget Adjustments 4/5ths Vote Required

Dallin Kimble introduced the item and turned it to Leigh Westerlund/Assistant County Administrative Officer who gave a PowerPoint Presentation. No public comment. Board discussion ensued.

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

Recess Board of Supervisors

12:07 PM Chair Menetrey recessed the Board of Supervisors meeting while the Clerk of the Board read Government Code Announcement 54952.3.

I. LOCAL TRANSPORTATION COMMISSION

12:08 PM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Public Works** **LTC-2023-5**

Approve an Agreement with American Pavement Systems for the Merced Falls Road Cape Seal Project in the Amount Not to Exceed $1,212,268; and

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Authorize the Local Transportation Commission Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

Shannon Hansen gave the staff report. Commissioner Poe noted he is elated by this has this road is in nasty shape. He asked when this will begin. Hansen said she hopes this summer.

Director Hansen also asked that the Board revisit the agenda layout. The Board directed staff to bring back another item for the discussion on agenda layout.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Adjourn LTC

12:14 PM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

12:14 PM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Closed Session

12:13 PM Chair Menetrey recessed the Board into closed session.

1. **County Counsel (ID # 13865)**

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

No public comment.

RESULT: **CLOSED SESSION HELD**

Reconvene and Report Out

12:19 PM Chair Menetrey reconvened the meeting and reported that during the closed session information was received.

K. Board Information

None.

L. Adjournment

12:20 PM Chair Menetrey adjourned in memory of Ida Katherine Zanetta, Justin Wade Richardson, Samuel Otto Hensley, and Maureen Kathleen Mangan (Boomer).

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Mar 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 14, 2023

A. 9:03 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	9:03 AM
Shannon Poe	Supervisor	Present	9:03 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:03 AM
Wayne Forsythe	District IV Supervisor	Present	9:03 AM
Miles Menetrey	District V Supervisor	Present	9:03 AM

B. Pledge of Allegiance

Chair Menetrey led the Pledge.

C. Introductions

None.

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

During public comment Marc Farias Jones, claimant addressed item CA.13 expressing concern regarding the report that he was not privy to. He also noted would like to see the area looked at by a non-biased engineer that does not work for the County. Mr. Jones advised that he was not contacted, and no one walked across the property with him. He stated that this building has flooded 5 times since 2008 and it will probably flood again today. Mr. Jones requested the County fix his building. Kevin Briggs/Assistant County Counsel clarified for the Board that the rejection of the claim in CA.13 would not prohibit a further lawsuit.

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

CA1. **Health and Human Services** **RES-2023-128**

Minutes Acceptance: Minutes of Mar 14, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-129**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-130**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-131**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Sheriff's Office RES-2023-132**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration RES-2023-133**

Approve First Amendment to Agreement with Baird and Driskell Community Planning for Additional Services Associated with the Motherlode Region ADU Workbook and Additional Compensation ($41,100) for a New Amount Not to Exceed $305,100; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **Administration RES-2023-134**

Approve the Permanent Financing Document Packet for Creekside Terrace; and Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel)

CA8. **Administration RES-2023-135**

Approve First Amendment to Agreement with E-Z Tel Inc. for Additions to the Mitel Phone System Increasing Compensation by $59,552 for a New Amount Not to Exceed $613,730; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Board of Supervisors RES-2023-136**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council for Lushmeadows Ladder Fuels Project 22-WP-MMU-45219028; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA10. **Board of Supervisors RES-2023-137**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council for Bumgardner Ridge Fuel Break 22-WP-MMU-45317211; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA11. **Clerk of the Board of Supervisors 2023-28**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in February of 2023

Minutes Acceptance: Minutes of Mar 14, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA12. **Clerk of the Board of Supervisors 2023-29**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February of 2023

CA13. **County Counsel RES-2023-138**

Reject Claim No. C23-1 Filed by Marc Farias Jones in the Amount of $51,550; and Authorize the Board of Supervisors Chair to Sign the Notice of Rejection

CA14. **District Attorney/Victim Witness RES-2023-139**

Approve Budget Action Receiving Unanticipated Revenue from Federal Grant Funds for Fiscal Year 22/23 Within the District Attorney Victim Witness Budget ($19,550) 4/5ths Vote Required

CA15. **Health and Human Services RES-2023-140**

Approve First Amendment to Agreement with Alliance for Community Transformations to Operate the Mariposa Heritage House (Substance Use Disorder Recovery and Drop in Center) Increasing Offered Services Under the Substance Abuse Prevention & Treatment Block Grant (SAPG); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **HHS/Behavioral Health & Recovery Services RES-2023-141**

Approve Addendum to Memorandum of Understanding (MOU) with California Health and Wellness Plan to Coordinate Patient Physical and Behavioral Health Care Services; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA17. **HHS/Public Health RES-2023-142**

Approve the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2022-2023 in the Amount of $194,254; and Authorize the Board of Supervisors Chair to Sign the California Children's Services (CCS), Child Health and Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (HCPCFC) Certification Statements

CA18. **Sheriff's Office RES-2023-143**

Accept the State of California Officer Wellness and Mental Heath Grant Award for $44,231.21

CA19. **Sheriff's Office RES-2023-144**

Approve Two Year Agreement with the State of California-Department of State Hospitals to Provide Mental Health and Telehealth Services to Qualifying Incarcerated Persons at the Mariposa County Adult Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Jeremy Briese/Sheriff advised that there were evacuation warnings in several areas, sand bag locations were doubled, and there were shelter in place orders issued due to impassable or unstable roadways. Sheriff Briese provided statistics

Minutes Acceptance: Minutes of Mar 14, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

on damage to structures and property and advised that the Office of Emergency Services will continue with online surveys to collect information on personal property damage. Sheriff Briese noted he will be meeting with the District Attorney to discuss deterrents for criminals and look into enhanced punishment for criminals during declared local emergencies. Wes Smith responded to questions of the Board.

Shannon Hansen/Public Works and Transportation Director provided an update on the emergency road work and noted that there will be several contracts coming to the Board for the emergency road repairs. Ms. Hansen also advised that during today's storm the Public Works team is out surveying and monitoring roads and will be on standby.

Joe Lynch/Health and Human Services Agency (HHSA) Director provided an update on the emergency shelter at New Life Christian Center and hotel rooms available in town. Mr. Lynch provided statistics and information on home and road damage, advised that the HHSA team is assisting with the property damage survey, they have located a fire wood vendor from Fresno due to all the local vendors running out of fire wood, they also got propane to many homes, and addressed social media advising that when county offices are closed county staff does not stop working.

Kristina Keheley/Deputy Director Public Health advised HHSA provided an update on Community Health Assessment and advised it will be posted on line. Dr. Keheley advised that they are on track to have a Childrens Health Insurance Program (CHIP) completed by year end.

Matthew Johnson/Librarian invited the Board of Supervisors and the public to the Library Open House on March 31st from 5:00 to 7:00pm and noted the library card design contest winner's artwork will be displayed during the open house. Mr. Johnson discussed beefing up the law library and adjusting maximum check out days for new DVDs versus older DVDs.

Jonathan Farrington/Yosemite Mariposa Tourism Bureau Executive Director noted that he had been traveling and meeting with several countries regarding the international market to try to get that going again, with 67 appointments in 3 days. Mr. Farrington advised that tourism has seen a lot of change and there is a lot of work ahead, they are five months into changing the ten-year old web page and have beat Wikipedia and the Park Service on hits and discussed options of marketing to bring people back.

F. Public Comment on Non-Agenda Items

Mike Bruso discussed the framed Constitution art on the wall in the Board Chambers, talked about pictures in schools being removed, criticism on history is cherry picked and not valid criticism, no one can read everything, a book by David McCullen titled 1775, what makes our country great, and spoke of insurrection in England.

Jonathan Noel expressed concerns about the road condition in front of Mariposa County High School, noting a section of road is cracked and should look nice, presentable, and safe.

G. Regular Agenda Items

Minutes Acceptance: Minutes of Mar 14, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

1. **Health and Human Services (ID # 13872)**

Presentation on Organizational Review of First 5 Mariposa County by Nikki West, Executive Director of First 5 Mariposa County

Joe Lynch introduced Nikki West/Executive Director of first 5 Mariposa, who presented a PowerPoint presentation. No public comment.

RESULT: INFORMATION RECEIVED

2. **Clerk of the Board of Supervisors (ID # 13903)**

Discussion and Direction on Allowing Public Comment Via Teleconference Service (Telephone)

10:26 AM Tracy Gauthier/ Deputy Clerk of the Board II stepped away to give a presentation for the discussion of teleconference returning to the agenda for public comment. Katherine Slenders/ Deputy Clerk of the Board II took over as Clerk.

Mrs. Gauthier gave the staff report. She requested direction from the Board of Supervisors in regard to reintroducing the telephone number to the agenda for public comment purposes.

Public comment received by Jonathan Noel who noted how he would like the teleconference commenting to make it back on to the agenda. Joe Lynch/Health and Human Services Agency Director commented to at least bring back teleconference during declared state of emergencies in the County. Pete Judy/Interterm Chief of Probation Officer commented to bring back teleconference for transparency. Ben Goger/Administration commented to bring back teleconference for staff that are unable to be in office so they can still attend and comment on the meeting. Board discussion ensued. Unanimous across the Board to reinstate the teleconference option.

DIRECTION: The Board directed staff to reinstate the teleconference option back on the agenda.

RESULT: DIRECTION GIVEN

3. **Public Works (ID # 13860)**

Discussion and Direction Regarding the Current Use of the Stagg (Hornitos) Halls Second Kitchen Area

Supervisor Toso recused herself from this item. Shannon Hansen provided the staff report and noted they are seeking board approval on one of the three options. During public comment Shaun Quinn/Patrons Club member explained the history of their use of the Hornitos Stag Hall noting that they cannot afford to replace items stolen or broken, and that they have been raising funds for the community for years with two big events each year; this year is the 75th year of the Enchilada Dinner. Ms. Quinn advised that they have purchased everything in the kitchen, including cabinets, countertops, and air conditioning, and that they have also added cabinets and countertops to the other kitchen for the community. Ms. Quinn also noted that the Patrons Club helps other organizations, and donates to schools, churches, flood and fire victims and provides scholarships. Charlie McCord noted that many organizations raise funds for this community and must bring and remove their pots and pans and such, we should all share as we all

Minutes Acceptance: Minutes of Mar 14, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

donate for the community. A Patrons Club member discussed what this club has done for the community, noting that the back room is where they keep our belongings and would be open to ideas if the board wants to provide something better or help. He asked what they are going to put in there if they ask them to remove their stuff. Board discussion followed.

DIRECTION: Supervisors Poe and Forsythe will meet with Public Works to come up with a lease.

RESULT: DIRECTION GIVEN

Recess Board of Supervisors

H. LOCAL TRANSPORTATION COMMISSION

(Chair - Commissioner Wayne Forsythe, Vice-Chair - Commissioner Miles Menetrey)

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2023-6**

Approve Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration Assistance (FTA); and Authorize Local Transportation Commission (LTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton gave the staff report. During public comment Mike Bruso discussed the requirements of qualifying for funds.

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

Adjourn LTC

Reconvene Board of Supervisors

I. Board Information

None.

J. Adjournment

11:54 AM Chair Menetrey adjourned the meeting.

Minutes Acceptance: Minutes of Mar 14, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Katherine Slenders
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Mar 14, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in March of 2023.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of CAO Executed Agreements each month.

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

ATTACHMENTS:
CAO approved agreements 4-18-23 (XLSX)

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for April 18th, 2023

Contractor	Amount	Term	Service	Department
DLB Associates for IBM Support	$6,800	3/14/23 to 3/13/24	DLB Associates for IMB Support	Admin
Dearing Castle Servies	$72,000	3/13/23 to 5/31/23	First Aid/CPR/AED Training	COCO
Miwumati Healing Center	$50,000	8/01/22 to 4/30/23	Oak fire Case Management	HHSA
Palmer Tractor	$35,000	3/01/23 to 6/03/23	Engineering (Tractor Work)	HHSA
Advance IPM	$31,000	7/01/22 to 6/30/23	Pest Control Services	PW
Dave Bang Associates	$59,990	3/15/23 to 12/31/23	Mariposa Park Playground Structure	PW
Overland Pacific & Cutler LLC	$56,000	3/01/23 to 2/28/25	Leonard Road Right of Way Services	PW
Mach 8 Biological Consulting	$60,000	12/01/23 to 11/30/25	Snow Removal Services Foresta Area	PW
Sally Gill	$13,200	4/01/23 to 3/31/24	Lease Agreement 5284 Hwy 49N. Mariposa	SO

Attachment: CAO approved agreements 4-18-23 (2023-44 : CAO (Purchasing Agent) Signed Agreements)

APA= Assistant Purchasing Agent (Department Head)

Attachment: CAO approved agreements 4-18-23 (2023-44 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

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

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2023.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Department Head Executed Agreements each month.

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

ATTACHMENTS:
Department Head Approved Agreements 4-18-23 (XLSX)

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

Department Head Approved Agrement

Board Agenda Item for April 18th 2023

Contractor	Amount	Term	Service	Department
Biomertics4all	$14,657	2/01/23 to 2/01/26	Live Scan	HHSA
Mariposa Lodge Foothills Hospitality Group LLC	$4,300	3/17/23 to 3/21/23	Local Negotiated Rate Agreement for Hotel Room for Team Rubicon (Oak Fire)	HHSA
Marty the Concrete Guy	$8,300	11/01/22 to 6/30/23	Concrete Work	HHSA
Matson Alarm Company	$20,000	7/01/23 to 6/30/23	Alarm Installation & Monitoring	HHSA
Mountain Landscaper	$6,300	3/01/23 to 6/30/23	Landscaping	HHSA
Recology	$10,000	12/31/22 to 6/30/23	Sanitation Services	HHSA
S&S Electric	$4,200	3/01/23 to 6/30/23	Intallation	HHSA
S&S Electric	$1,700	3/01/23 to 6/30/23	Electrical Maintenance	HHSA
Stanley Access Technology	$10,000	9/01/22 to 6/30/23	Maintenance (Repair Service)	HHSA
Terminix Commercial	$3,000	1/01/23 to 6/30/23	Pesticide Services (Jones Street)	HHSA
Terminix Commercial	$3,000	1/01/23 to 6/30/23	Pesticide Services (French Camp)	HHSA
Tri-County Pump & Well Service	$8,000	1/1/23 to 6/30/23	Pump & Well Service (4920)	HHSA
Tri-County Pump & Well Service	$8,000	1/01/23 to 6/30/23	Pump & Well Service (3361)	HHSA
W. Brown Creative Partners	$4,725	8/01/22 to 6/30/23	Desk and Classification Study	HR
Paul Carroll	$3,800	4/01/23 to 6/30/23	Family Literacy Grant Workshops	Library
CPS HR Consuling	$2,500	7/01/22 to 6/30/23	BSCC Testing Materials for DPO's	Probation

Attachment: Department Head Approved Agreements 4-18-23 (2023-45 : Department Head Signed

Hoffman Electronic System	$2,795	4/27/23 to 6/30/23	Install Fire Alarm System at Juvenile Detention Facility	PW
Yosemite Glass	$354	4/07/23 to 6/30/23	Window Installation at Public Works Building	PW
APCO Automated Frequency Coordination Inc	$1,190	4/01/23 to 3/31/24	FCC Licencing	SO

APA= Assistant Purchasing Agent (Department Head)

Attachment: Department Head Approved Agreements 4-18-23 (2023-45 : Department Head Signed

MARIPOSA COUNTY

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

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Accept Resignation and Recognize the Service of Woodbury and Bennett on the Behavioral Health Board

---

RECOMMENDATION AND JUSTIFICATION:

Accept the Resignation of Debbie Woodbury and Timothy Bennett from the Behavioral Health Board (BHB) and Recognize their Service.

The BHB is a state mandated board, and operates in Mariposa County pursuant to Board Resolution 2017-289. Ms. Woodbury and Mr. Bennett have been valuable members and it is appropriate to recognize their service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has recognized resigning committee members in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize community members for their service to the County

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

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: "Crime Victims' Rights Week" 2023 Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim April 23-29, 2023, as "Crime Victims' Rights Week".

Since 1981, National Crime Victims' Rights Week (NCVRW) has challenged the Nation to confront and remove barriers to achieving justice for all victims of crime. During NCVRW, we celebrate the accomplishments of the victims' rights movement through the dedicated work of advocates, lawmakers, victim service providers, and most importantly, the voices of survivors who have led the way in ensuring our communities

Every April, the Office for Victims of Crime (OVC) leads communities throughout the country in their annual observances of NCVRW. The 2023 NCVRW theme is "Survivor voices: Elevate. Engage, Effect Change". The theme underscores the importance of helping crime survivors find their voices in order to achieve positive justice outcomes as well as access services and find support as they navigate extremely difficult experiences.

By approving the Crime Victims' Rights Week Proclamation it will bring awareness to services and resources for victims in Mariposa County. The Mariposa County District Attorney's Office along with the Victim Witness Program are dedicated to ensuring victims receive support and acknowledgement of their rights.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This April 23rd - 29th, 2023, the Office for Victim's of Crime will be commemorating its 42nd anniversary of National Crime Victims' Rights Week.

Mariposa County Victim Witness Services was approved by the Board of Supervisors in 1991 to support those affected by crime in our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
There would be a lack of recognition by the community that victims of crime are entitled to rights and services.

Agenda Item - No Resolution Requested 2023-47

ATTACHMENTS:
Proclamation NCVRW 2023 (DOCX)
NCVRW 2023 Open House Flyer- (PDF)
Crime Type Stats (PDF)
Direct Services Totals 2022-23 (PDF)
NCVRW 2023 Impact Statement- Cousin of Victim(DOCX)
Victim Impact Statement- Mother of Victim(DOCX)

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

The Mariposa County Board of Supervisors Proclaims The Week of April 23 - 29, 2023 As "Crime Victims' Rights Week"

To acknowledge those who have been directly affected by crime in Mariposa County each year and the many family members, friends, neighbors, and co-workers who also feel the effects. The physical, emotional, and financial impact of crime affects people of all ages, abilities, race, and socioeconomic status.

The Mariposa County Board of Supervisors expresses sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Dated: April 18th, 2023

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
SHANNON POE, District II Supervisor

_____
DANETTE TOSO, District III Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
MILES MENETREY, District V Supervisor

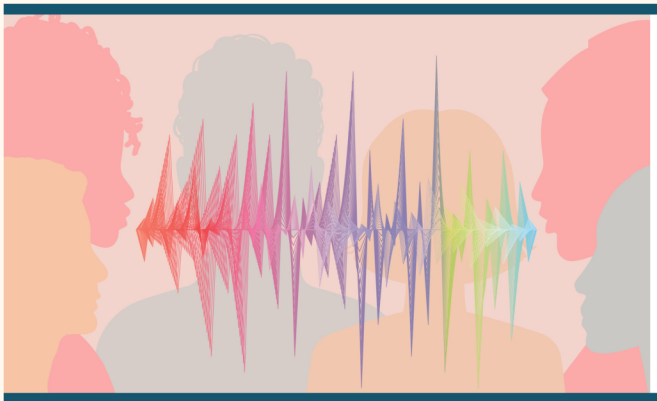
Attachment: Proclamation NCVRW 2023 (2023-47 : "Crime Victims' Rights Week" 2023 Proclamation)

MARIPOSA COUNTY DISTRICT ATTORNEY'S OFFICE

VICTIM WITNESS SERVICES PRESENTS:

OPEN HOUSE

In commemoration with National Crime Victims' Rights Week 2023, we will be hosting an open house to engage our community and partners.



National Crime Victims' Rights Week

April 23–29, 2023

Survivor Voices | Elevate. Engage. Effect Change.

DISTRICT ATTORNEY MARIPOSA COUNTY

Join us for this open house event

5085 Bullion St.
Mariposa, CA

Monday, April 24th, 2023
3 PM - 5 PM

Contact us:

209 742 7441

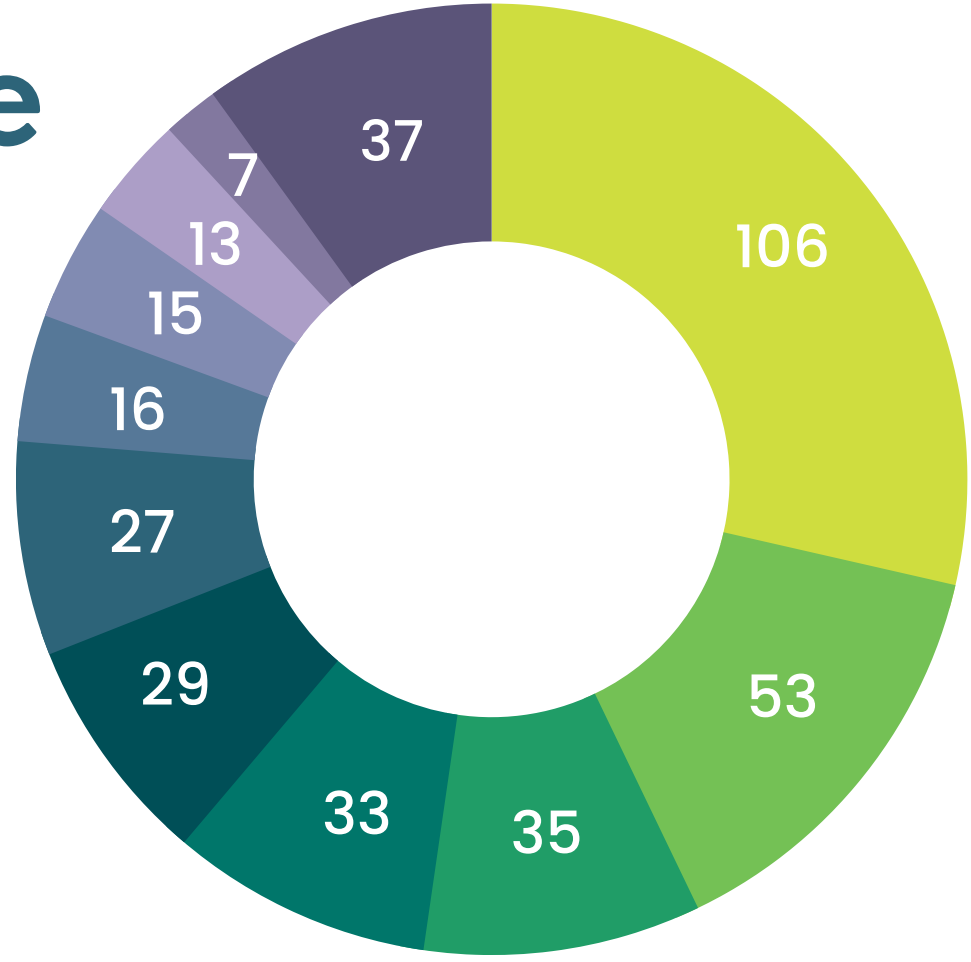
vicwit@mariposacounty.org

Attachment: NCVRW 2023 Open House Flyer- (2023-47 : "Crime Victims' Rights Week" 2023 Proclamation)

Victim Witness Services Program 2022-2023

Victims served by Crime Type

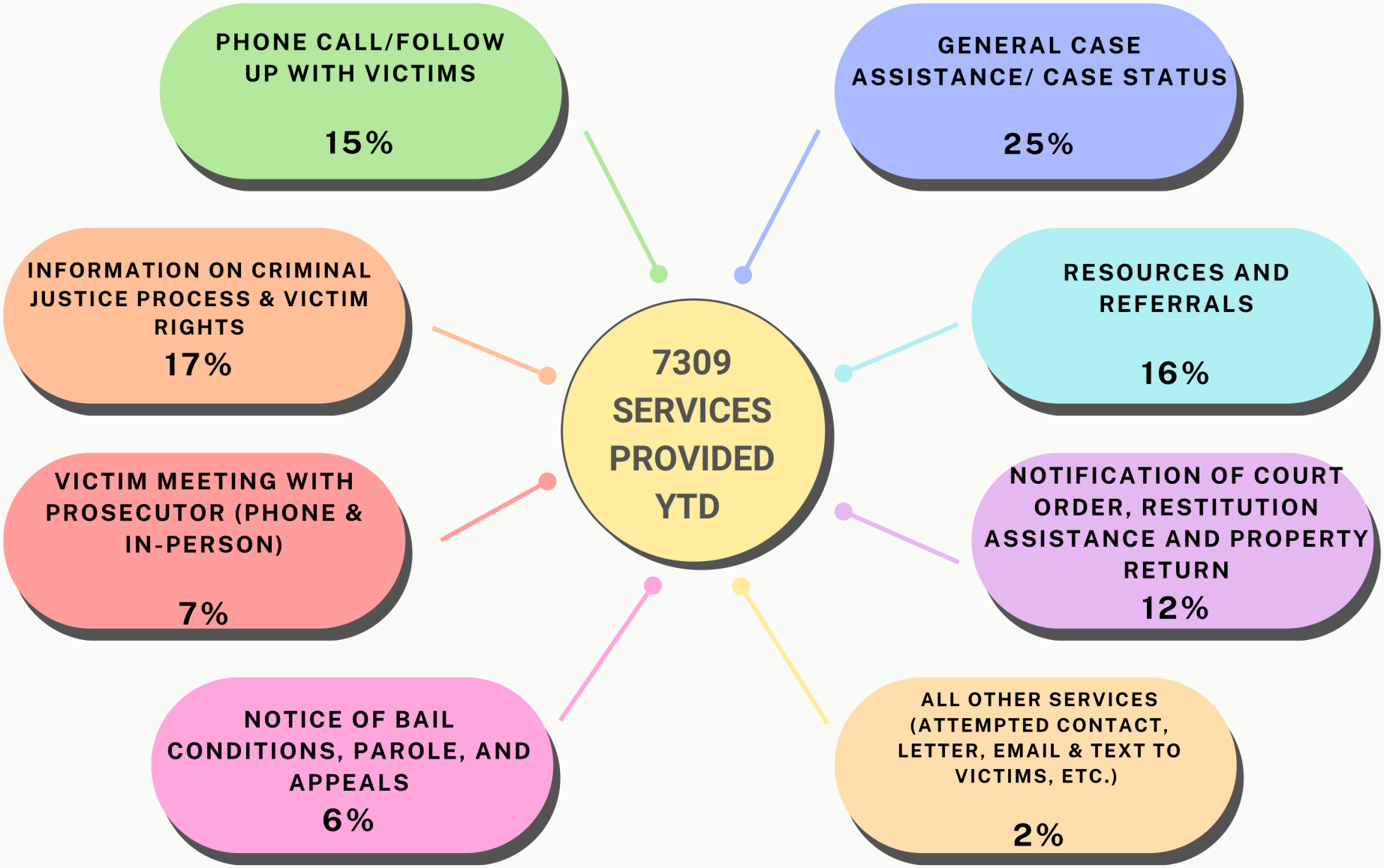
- Domestic/Family Violence
- Identity theft/ financial crime
- Assault
- Child Neglect/Abuse
- Child Sexual Abuse
- Stalking/ Harassment
- Vehicular Victimization
- DUIs/DWIs
- Burglary
- Elder Abuse
- Other:
  - Arson (1)
  - Kidnapping (4)
  - Homicide Victims/Family (6)
  - Court-Order Violation (15)
  - Vandalism (11)



Total victims served: 371

Attachment: Crime Type Stats (2023-47 : "Crime Victims' Rights Week" 2023 Proclamation)

DIRECT SERVICE REPORT FOR 2022



Attachment: Direct Services Totals 2022-23 (2023-47 : "Crime Victims' Rights Week" 2023

"Grief, I've learned, is really just love. It's all the love you want to give but cannot. All that unspent love gathers up in the corners of your eyes, the lump in your throat, and in that hollow part of your chest. Grief is just love with no place to go."

- Jamie Anderson, author of Doctor Who

I would like everyone to stop and take a few minutes to imagine what the impact of losing a baby would do to you. Let your mind race around with the thought of "what if", quickly you will realize that putting your thoughts into words and then to write them out is impossible. It is *literally* impossible to fathom so, rather than going on and on about the impact Branley's death has had on myself and my family I will leave that up to each of you to try to rationalize in your own minds, hearts, and souls.

Instead, I would like you to know that Bradley is not the only one that died. Our entire family died that day. Every relationship we had died that day. The vision that we all shared for the future of our family died that day.

My beautiful Cousin Jessica as I knew her is dead. Jessica was mortally wounded that day and walks this cruel earth as a shell of former herself.

My aunt Irene walks this earth like a ghost with her head always bowed. Terrified of what could happen to her other grandchildren. Everything done with fear and caution rather than with spontaneity and excitement. Who Irene was is dead.

After the time that has passed it has become easy for me to put the thought of Bradley out of my mind but, every day I am bombarded again and again with the brutal reality of the death of our family.

Something to consider:

When a wife loses her spouse, she becomes a widow

When a child losses their parents they become an orphan

When a mother losses their child she becomes …….?

The idea of losing a child is so ghastly that we lack a word, a title for such a thing.

My entire family has been sentenced to the fullest extend that this act has to offer, and I hope anyone involved is also required to pay to the fullest extent possible for as long as possible.

Launa Smith

Attachment: NCVRW 2023 Impact Statement- Cousin of Victim (2023-47 : "Crime Victims' Rights Week" 2023 Proclamation)

Dear Bradley,

The only word I can think of to describe the loss of you is cosmic. Every fiber of my being was torn to pieces when I felt your soul leave the plane that mine still exists on. I could physically see you lying there, I begged for you to stay and prayed that just my love would be enough to keep you. The way that it felt to lay there in that bed and hold you and know that you were gone and the feeling of having to leave without you in my arms, I cannot form the words and I guess that's because there shouldn't be any for something so tragic. Knowing a home and a life without you has been such an empty unspoken feeling that I know I'll carry with me forever. I long for you every single day, I look at your pictures and cry when I am alone, and I think of all the beautiful memories you have left me with. But I find myself longing for the memories that could have been. The family we could've have, and the love that you deserved to grow old with. I will never get to take you to school, I will never get to see you graduate. I will never get to see you get married, and I will never get to hold your children. I am robbed of these treasures in life, but most importantly; you were. I was supposed to be there for you, to be your peace, and your protector. At night when everyone is asleep my mind runs rampant thinking of what happened to you, and I can't breathe. Knowing that you went through something so violent by the hands of someone I trusted – that YOU trusted; completely takes the life from me. I'll regret every day for as long as I live that I wasn't there to save you. I see you in your siblings, your brother has your laugh, and your sister has your love. I am entirely dreadful of the day I have to sit them down and tell them of the beautiful soul that was taken from them, to tell them that their brother can't be here with us and just hope that when I say he's okay now; that it's true. I pray that there's more than just this and I will get to hold you again. I pray that one day you and I can be together, and I never have to lose you again. If this letter could bring you home to me, I'd write it every day, until my fingers bled and even longer. I love you with everything that I am, to the farthest parts of everything that is and could be. Longer than forever, and nothing sort of always; your mother.

Attachment: Victim Impact Statement- Mother of Victim (2023-47 : "Crime Victims' Rights Week" 2023 Proclamation)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-210

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Operational Agreement with Alliance and MLJT for Transitional Housing Program

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Operational Agreement with Mountain Crisis Services, a Program of Alliance for Community Transformations, and Mother Lode Job Training for Transitional Housing Program; and Authorize the Director of Health and Human Services Agency to Sign the Agreement.

This is an Operational Agreement to establish provisions and guidelines for Mountain Crisis Services, Mother Lode Job Training, and Health and Human Services Agency (HHSA) to work together toward the mutual goal of providing maximum available assistance for domestic violence, sexual assault, dating violence, and stalking survivors residing in Mariposa County in obtaining stability through Transitional Housing, employment, and permanent housing.

Due to the sensitive nature and extensive negotiations to reach mutual approval of the operational agreement, Mountain Crisis Services, Mother Lode Job Training, and HHSA request authorization to sign the agreement with prior review and approval by County Counsel.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors has not approved an agreement with both Mountain Crisis Services and Mother Lode Job Training for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not supporting this Agreement would not allow for coordination of services between Mother Lode Job Training, HHSA and Mountain Crisis and hinder providing the best response to the victims and their families.

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

ATTACHMENTS:
Transitional Housing Program MOU-April 2 2023 (PDF)

REF ID# 13991

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: 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
Mother Lode Job Training
AND
Mariposa County Health And Human Services Agency Housing Team

This operational agreement stands as evidence that Mountain Crisis Services (MCS) a program of Alliance for Community Transformations, (Alliance), Mother Lode Job Training (MLJT) and Mariposa Health and Human Services Agency (MCHHSA) Housing Team intend to work together toward the mutual goal of providing maximum available assistance for domestic violence, sexual assault, dating violence, and stalking survivors residing in Mariposa County in obtaining stability through Transitional Housing, employment, and permanent housing. All agencies believe that the cooperative provision of services for survivors 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. Mountain Crisis Services has historically collaborated with the two community partners for many years in assisting survivors. Mountain Crisis Services and Mariposa County Health and Human Services Agency-Housing Team meet weekly to review housing cases related to survivors that are seeking housing. MCS works closely with MLJT in assisting survivors with employment search and skills needed for future employment.

MCS will closely coordinate the following services with MLJT and MCHHSA Housing Team:

A. Have project staff readily available to MLJT and MCHHSA for service provision through in-person and telephone contact;
B. Host quarterly meetings: representatives of MCS and a representative from MLJT will meet during regularly scheduled times to discuss Transitional-housing residents cases related to employment.

Mountain Crisis Services agrees to the following:

1) Provide 24-hr crisis line services, individual/group counseling, legal assistance, emergency food/clothing, shelter, and transitional housing to domestic violence, sexual assault survivors, dating violence and stalking and their children who seek assistance from MCS.
2) Engage in cross training with MLJT and MCHHSA, Housing Team staff as needed.
3) Provide transitional housing to survivors upon availability. MCS staff will conduct intakes for transitional housing.
4) Provide referrals and connection to MLJT and MCHHSA Housing Team Staff.

Mother Lode Job Training and Mariposa County Health and Human Services Agency, Housing Team agrees to the following:

1) Refer survivors to MCS, as appropriate, for Transitional housing.
2) Engage in cross training with MCS staff and volunteers as necessary.
3) Provide education related to employment and housing search to survivors.

Attachment: Transitional Housing Program MOU-April 2 2023 (RES-2023-210 : Approve Operational Agreement with Alliance and MLJT for

ALLIANCE FOR COMMUNITY TRANSFORMATIONS
PO Box 2075, Mariposa, CA 95338, (209) 742-6456, www.alliance4community.org

4) Participate on the Mariposa Abuse Prevention Collaborative meetings to help ensure the development and coordination of services for children and families in Mariposa County seeking transitional housing.

Mother Lode Job Training agrees to:

1) MLJT will attend quarterly meetings with the MCS to work through case management of clients or programmatic decisions.
2) MLJT will provide six trainings a year for transitional housing participants related to employment: application creation, interview skills, job searching, professionalism, and basics of Microsoft Word and Excel, or any training that is appropriate for the program participant's career path.
3) MLJT will provide services through their business office for transitional housing program participants.
4) MLJT will be compensated by the Alliance for Community Transformations in the amount of $60,000 over three years for these services.

Mariposa County Health and Human Services Agency Housing Team agrees to:

1) Coordinate weekly Housing Team meetings in which Transitional Housing clients will be discussed.
2) Provide coordination of meetings as an in-kind donation with no additional compensation as these partnership duties are conducted within the course of the agency's regular scope of work.

We, the undersigned as authorized representatives of Mountain Crisis Services, Mother Lode Job Training, and Mariposa Health and Human Services Agency do hereby approve this document for the fiscal years October 1, 2023 through September 30, 2026.

_____ _____

Alison Tudor — Date
Executive Director
Alliance for Community Transformations- Mountain Crisis Services Program

_____ _____

Dave Thoeny — Date
Executive Director
Mother Lode Job Training

_____ _____

Joe Lynch — Date
Mariposa County Health and Human Services Agency
Director

Attachment: Transitional Housing Program MOU-April 2 2023 (RES-2023-210 : Approve Operational Agreement with Alliance and MLJT for

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MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-211

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter

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RECOMMENDATION AND JUSTIFICATION:
Ratify Letter for Local Mental Health Director and Approve the Board of Supervisors Chair to Sign a Letter to Appoint Sheila Baker as Local Mental Health Director Pursuant to Welfare and Institutions Code Section 5607, Effective Immediately.

Sheila Baker is the current Deputy Director of Behavioral Health and Recovery Services (BHRS) at Mariposa County Health and Human Services Agency. Local Mental Health Director is a job requirement included in the Mariposa County Health Services Division. The job description is attached to the Board item, amended and approved March 3, 2021 by the Board of Supervisors. California Code of Regulations, Title 9, Section 620 details the State requirements for Local Mental Health Director.

The selection process of Local Mental Health Director is required by WIC 5604.2(a)(6) to have the Behavioral Health Board "review and make recommendations on applicant/s for the appointment of a local director of mental health services." The Behavioral Health Board considered a letter of intent dated January 4, 2023 at the February 1, 2023 meeting and approved Sheila Baker for the position, which is attached to the board item, and as evidenced by their minutes which are attached to the Board item.

Sheila Baker is qualified to serve in this position as required in California Code of Regulations Title 9, Section 620(f). With more than 22 years of experience in the Health and Human Services fields. Sheila has served at multiple levels in Health and Human Services related programs, including protective services, youth services, adults & aging, emergency response, crisis management and as a licensed marriage and family therapist holding several managerial positions within behavioral health services. She holds a Masters of Clinical Psychology Degree from California State University, as evidenced by Sheila's resume which is attached to the Board item. She has dedicated her career to providing direct services, administrative oversight, and her education and experiences have prepared her to service in this capacity for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board advises the California Department of Health Care Services of the appointment of a Local Mental Health Director, and submits this for approval,

pursuant to WIC 5607 “The local mental health services shall be administered by a local director of mental health services to be appointed by the governing body.”.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Action must be taken to recommend to the Department of Health Care Services a new Local Mental Health Director.

FINANCIAL IMPACT:
Please add financial impact information

ATTACHMENTS:
WIC Section 5607 (PDF)
S.Baker Resume (PDF)
Deputy Director Job Description (PDF)
CCR Title 9 Section 620 (PDF)
S. Baker Letter of Intent 1.4.2023 (PDF)
2.1.2023 BHB Minutes Draft (PDF)
Letter for Local Mental Health Director - BOS 2.21.23 (DOCX)

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

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

WELFARE AND INSTITUTIONS CODE

Section 5607

5607. The local mental health services shall be administered by a local director of mental health services to be appointed by the governing body. He or she shall meet such standards of training and experience as the State Department of Health Care Services, by regulation, shall require. Applicants for these positions need not be residents of the city, county, or state, and may be employed on a full or part-time basis. If a county is unable to secure the services of a person who meets the standards of the State Department of Health Care Services, the county may select an alternate administrator.

(Amended by Stats. 2012, Ch. 34, Sec. 119. (SB 1009) Effective June 27, 2012.)

Attachment: WIC Section 5607 (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

SHEILA D. BAKER

Mariposa, CA 95338
559-676-6331
sbaker@mariposacounty.org

SUMMARY

Deputy Director highly effective at collaborating with internal and external stakeholders to achieve goals, direct and supervise staff and managers providing mental health and recovery services; represent agency activities; programs and services with community partners and other government agencies; oversee clinical, financial and administrative aspects of agency operations; perform special assignments and related work as required.

SKILLS

- Interpret, analyze and apply pertinent federal, state and local laws, rules, relations, policies and procedures and standards.
- P{lan, coordinate and manage behavioral health services programs.
- Select, train, supervise and evaluate the work of subordinate staff.
- Establish and implement clinical standards and program policies.
- Prepare and administer program budgets and strategic plans.
- Monitor and manage contracts for services.
- React quickly and calmly in emergency situations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Respond to and resolve citizen, client or community inquiries, requests for assistance, and complaints or grievances.

EXPERIENCE

MARIPOSA COUNTY HEALTH & HUMAN SERVICES

Mariposa , CA

Deputy Director Behavioral Health 09/2021 to Current

- Over the last 22 years, I have served at multiple levels in Human Services of Mariposa County, including youth services, family services, adult & aging, protective services, mental health crisis management, clinical interventions, supervising staff and managers. In my current role as Deputy Director of Behavioral Health & Recovery Services, I plan, manage and evaluate the services and contracts administered within the Behavioral Health branch of the Health Services Division. This includes programs regarding children and family services, adult services, recovery services of substance use disorders, and crisis management within a Systems of Care (SOC) model for engaging with clients, families, community partners, community members, and internal staff.
- My current role also includes to oversee the coordination and integration of clinical services within the agency, and assist in setting clinical standards; to assist in ensuring all programs are delivered according to professional standards of state and federal guidelines; to supervise and evaluate the work of subordinate staff; and to perform related duties and responsibilities as required. I receive direction from the Health Services Director and the Health & Human Services Agency Director
- Essential functions of my job responsibilities include selecting, training, supervising and evaluating the performance of support personnel; providing advice and assistance as needed; and implementing disciplinary processes as necessary.
- Further my role includes analyzing and implementing programs to meet local behavioral health needs. For example, effective July 1, 2021, I led a Steering Committee to plan and implement a new program for Mariposa County, Assisted Outpatient Treatment.
- I assess the current service delivery systems; develop and make recommendations for improvement as needed. I work cooperatively with other managers in the Agency that also share working within a SOC approach. .

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY

Mariposa, CA

Program Administrator 04/2020 to 09/2021

- Within the role for Program Administrator of Adults SOC, I attended planning meetings for implementation of the Agency SOC, supervised multiple Behavioral Health supervisors with 17 staff members, I was a leader within the BHRS branch as there were vacancies at the Deputy Director and Division Director levels. I evaluated the performance of personnel by providing advice and assistance as needed, implemented disciplinary processes

Attachment: S.Baker Resume (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

as necessary. I also responded to natural disasters as necessary (i.e., fire/flood/PSPS/Covid-19). I oversaw the Adverse Childhood Experiences (ACEs) Aware grant, worked after hours duties along side supervisors that reported to me. I worked other duties and responsibilities as assigned.

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
Mariposa, CA

Social Worker Supervisor II 06/2011 to 04/2020

- As a SW Supervisor II in Mariposa County Human Services Division, I supervised Adult programs, Child Welfare Services (CWS) emergency, and the Emergency Response Unit which included behavioral health crisis management, adult protective services (APS) and CWS immediate response to child neglect and/or abuse. I also supervised the state Medi-Cal program In-Home Supportive Services (IHSS), Public Authority (PA), and Public Guardian/Conservators Office (PG/PC). During this time as Supervisor, I attended state and regional meetings regarding above programs to maintain a leading role in County efforts to implement most current program information into practice. Collaborated with community partners on a regular basis to ensure quality service to all clients. Further, I was a lead for the Mariposa County Coalition for the Elder Empowerment Against Abuse over a three year period. I was relied upon for my skills to manage others during natural disasters (i.e., fire, flood, PSPS and Covid-19). I was a strong team player. Duties also included supervising after hours on a weekly rotation schedule, other duties and responsibilities as required.

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
Mariposa, CA

Social Worker IV 11/2008 to 06/2011

As a Social Worker IV, I responded to APS abuse reports of self neglect and abuse by others in the field and completed investigation with Law Enforcement (LE) and the District Attorneys Office. During the years as an Emergency Response employee working within the ER Unit, I responded in the field to resolve matters with both APS and BH clients. This included field work with LE, writing 5150s for BH clients and completing the placement process into acute psychiatric care facilities for clients that met criteria for harm to self, others, and gravely disabled. I also worked after hours shifts and other duties as assigned.

EDUCATION AND TRAINING

MASTER OF SCIENCE: CLINICAL PSYCHOLOGY 06/1999
California State University , San Bernardino, CA

BACHELOR OF SCIENCE: PSYCHOLOGY 06/1997
California State University, San Bernardino, CA

CERTIFICATIONS

- Licensed Marriage and Family Therapist #42168
- California Board of Behavioral Sciences

Attachment: S.Baker Resume (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

County of Mariposa

DEPUTY DIRECTOR

DEFINITION

The Deputy Director of the Health and Human Services Agency (Agency) is an executive management level position that reports to the Director of Health Services; the Director of Human Services or the Director of Administrative Services. Incumbents are responsible for the overall administration of a branch or for delegated elements of overall departmental operations, finance or administration. Responsibilities include oversight of complex programs, meeting benchmarks and mandated targets/performance outcomes. Incumbents provide organizational leadership through changing technologies, initiatives, and legislative mandates. This position is a key advisor to the Division Directors and acts for the Division Director within delegated authorities. A professional license and/or certification is desirable in some positions in this class. A strong commitment to public service is also desirable.

DISTINGUISHING CHARACTERISTICS

Deputy Director – Administration

Administration Branch - As part of the Agency reporting to the Division Director of Administrative Services, plans, implements and oversees budgets, contracts, and technical services across the Agency. The Administration Branch assumes responsibility for overall development, coordination and management of fiscal and management systems and forecasts, in consultation with services Divisions, the resources needed for effective service delivery to the community.

This Branch also assists the Division Director with public health emergency response policy and preparedness development, staff development and training, and oversees program integrity operations to monitor compliance across programs throughout the Agency.

The Branch includes programs and units such as: Fiscal, Information Technology, Contract Management, Staff Development and Program Integrity.

Deputy Director - Adult and Aging

Adult and Aging Branch - As part of the Agency reporting to the Division Director of Human Services, the Adult and Aging Branch provides a variety of services to residents of Mariposa County with a focus on administering programs to serve and protect vulnerable and older adults.

The primary mission of this Branch is to promote the safety, well-being and stabilization of vulnerable adults, seniors and veterans.

The Branch includes programs and units such as: Adult Protective Services, Senior Services, Veterans Services, In-Home Supportive Services, Energy Assistance Programs, Housing and Homeless Assistance and Homeless Shelter Operations.

Attachment: Deputy Director Job Description (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

Deputy Director - Behavioral Health and Recovery Services
Behavioral Health and Recovery Branch - As part of the Agency reporting to the Division Director of Health Services, provides mental health and substance use disorder services to adults and children throughout the County. Staff within this Branch work in multiple settings including, but not limited to County offices, client homes, emergency departments, the County jail, schools and non-profit agencies. The Branch holds multiple contracts with psychiatric inpatient units, residential treatment facilities, private providers, and non-profit agencies.

The primary mission of this Branch is to promote and improve the health and wellness of the residents of Mariposa County.

The Branch includes programs and units such as: Crisis Response, Adult and Children's Mental Health Services, Psychiatric Services, Wellness Center, Substance Use Disorder Outpatient Services, Drug Court and Behavioral Health Court, and Restoration of Competency.

Deputy Director - Public Assistance Branch
Public Assistance Branch – As part of the Agency reporting to the Division Director of Human Services, plans, implements and oversees a spectrum of programs and services designed to move people from public assistance to independence. Through County-wide outreach and community engagement, this Branch administers a variety of programs for residents both with and without minor children.

The Branch's primary mission of fostering self-sufficiency among those it serves touches every facet of daily life from employment, housing and health care to transportation, education and child care.

The Branch includes programs and units such as: Employment Services, CalLearn, CalWORKs, CalWORKs Housing Support Program, CalFresh, Medi-Cal, General Assistance and SSI Advocacy programs.

Deputy Director - Public Health
Public Health Branch – As part of the Agency reporting to the Division Director of Health Services, administers a variety of programs to support the overall health and well-being of County residents. This Branch provides information, education and consultation on matters related to the prevention, diagnosis and treatment of diseases and conditions of public health significance. The Branch additionally promotes and participates in activities to support the overall improvement of Social Determinants of Health.

The Branch is responsible for achieving and maintaining accreditation through the Public Health Accreditation Board and addressing all standards and measures associated with accreditation.

The Branch includes programs and units such as: community health and clinic services such as California Children's Services, Maternal and Child Health, Immunizations and the SAFE

Attachment: Deputy Director Job Description (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

Program; Public Health Emergency Response, Health Education, such as Nutrition and Tobacco Programs; and Environmental Health.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an assigned Division Director or the Agency Director.

Exercises direct and indirect supervision over supervisory, professional, technical and clerical personnel.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include, but are not limited to (for all assignments):

Oversee and coordinate the fiscal management, personnel management, program planning and evaluation functions of the assigned area of responsibility.

Develops and implements goals, objectives, policies, procedures and work standards for assigned divisional areas.

Assures services are delivered to program participants in a timely, efficient and effective manner and in compliance with federal, state and local laws.

Works cooperatively with other department and division leaders to effectuate the integrative and interdependent elements of the Agency's systems of care.

Plans, organizes, coordinates and directs assigned areas in establishing performance standards for quality timeliness, communicating goals and performance expectations, and ensuring conformance to established policies and procedures.

Assesses service delivery and communicates these findings to the Division and Agency Director; implement changes to improve efficiency and service quality; maximize effectiveness of programs operations, and ensure alignment with the Agency's vision and mission.

Supports the Division Director in the administration of the Branch's budget; forecasts the need for additional funds for staffing, equipment, materials and supplies; monitors operations in order to ensure the accomplishment of objectives within budget restrictions.

Serves as a technical expert by providing consultation regarding programs, legal or policy matters to entities such as County department managers or administrators, Board of Supervisors, advisory boards and advocacy groups.

Ensures that all services are coordinated with programs and services provided by other Agency Branches, and related state and federal programs.

Establishes, facilitates and maintains effective communication between professional, clinical and technical staff, including managers and staff in other local, state and federal agencies.

Attachment: Deputy Director Job Description (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

Responds to and resolves citizen, client or community inquiries, requests for assistance, and complaints or grievances.

Reviews compliance of programs and performance reports; and develops methods for improving staff and program performance.

Conducts public speaking events with the goal of outreaching to and engaging community partners and stakeholders.

Selects, supervises, trains and evaluates subordinate supervisory, professional, technical and clerical personnel.

Assists in the development and management of Branch goals, objectives, and policies to meet the Agency's and County's strategic direction.

Implements, updates, and maintains the Branch's policies and procedures, and advises the Division Director on needed revisions and changes.

EMPLOYMENT STANDARDS *(for all assignments)*
Knowledge of:
Administrative principles and methods, including policy implementation, goal setting, program development and administration, and personnel management.

Budget development and administration.

Health and human services programs related to assigned area of service.

Governmental organizational structures.

Social, political and economic issues influencing area of responsibility.

Available public and private community resources.

Principles and practices of conflict resolution.

Ability to:

Analyze and resolve complex administrative problems and negotiate effective solutions among diverse interests.

Exercise sound independent judgment within general policy guidelines.

Establish and maintain effective working relationships with a large and diverse group of people encountered in the course of the work.

Attachment: Deputy Director Job Description (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

Monitor the activities in multiple programs or functions to ensure all activities are consistent with established policies and procedures and the mission of the Agency.

Delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects.

Read and understand complex written materials, such as laws, proposed legislation, policies, and reports in order to interpret, explain and apply.

Communicate verbally, in person or by telephone, clearly and concisely with a variety of audience on a variety of matters.

Write to ensure effective and clear communication and proper composition of reports, correspondence, email, and other written communication.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; travel to regional and statewide meetings is necessary.

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

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Possession of a Bachelor's degree from an accredited college or university in a management field such as public administration, business administration, or health services administration; or in a related human service field such as social work, psychology, mental health, public health, health sciences, or sociology; or a closely related health field such a life sciences or physical sciences. A Master's degree is desirable.

For the Deputy Director of Behavioral Health and Recovery Services:
A Master's Degree in social work, psychology, marriage and family therapy or a related field is required.

And

Attachment: Deputy Director Job Description (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

Four (4) years of experience managing a major organizational unit or program within the field of human services delivery or human services administration with responsibilities for planning, directing, and controlling the activities of subordinate staff; and including program development and management, budget preparation and administration, development of policies and procedures, and supervision and evaluation of staff.

Additional Requirements:
May require possession of a specific license to perform and/or oversee clinical functions in the State of California.

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.

Must pass a pre-employment physical.

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.

Created: 6/2019 (B/S Res. 19-373)

Attachment: Deputy Director Job Description (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

§ 620. Director of Local Mental Health Services.

Where the Local Mental Health Director is other than the local health officer or medical administrator of the county hospital, he or she shall be one of the following:

(a) A physician and surgeon licensed in the State of California showing evidence of having completed the required course of graduate psychiatric education as defined in Section 623 to be supplemented by an additional period of two years of training or practice limited to the field of psychiatry, one year of which shall have been administrative experience.

(b) A psychologist who shall be licensed in the State of California and shall possess a doctorate degree in psychology from an institution of higher education. In addition, the psychologist shall have had at least three years of acceptable clinical psychology experience, two years of which shall be administrative experience.

(c) A clinical social worker who shall possess a master's degree in social work or higher and shall be a licensed clinical social worker under provisions of the California Business and Professions Code, and shall have had at least five years mental health experience, two years of which shall have been administrative experience.

(d) A marriage, family, and child counselor who shall have a master's degree in an approved behavioral science course of study, and who shall be a licensed marriage, family, and child counselor and have received specific instruction, or its equivalent, as required for licensure on January 1, 1981. In addition, the marriage, family, and child counselor shall have had at least five years of mental health experience, two years of which shall have been administrative experience. The term, specific instruction, contained in Sections 5751 and 5751.3 of the Welfare and Institutions Code, shall not be limited to school, college, or university classroom instruction, but may include equivalent demonstrated experience in assessment, diagnosis, prognosis, and counseling, and psychotherapeutic treatment of premarital, marriage, family, and child relationship dysfunctions.

(e) A nurse who shall possess a master's degree in psychiatric or public health nursing and shall be licensed as a registered nurse by the Board of Registered Nursing in the State of California, and shall have had at least five years mental health experience, two of which shall have been administrative experience. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis for the educational requirements.

(f) An administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university, and who shall have at least three years of experience in hospital or health care administration, two of which shall have been in the mental health field. Additional qualifying experience may be substituted for the required education on a year-for-year basis with the approval of the Department.

Attachment: CCR Title 9 Section 620 (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

Mariposa County
Health & Human Services Agency

Behavioral Health Board of Mariposa County
Post Office Box 99
Mariposa, California 95338
(209) 966-2000

January 4, 2023

To whom it may concern;

I respectfully submit this letter for consideration of the position Local Mental Health Director for Mariposa County. I currently hold the position of Deputy Director for Behavioral Health and Recovery Services. It is my intent to have a Board Action Item filed with the Board of Supervisors on February 7, 2023 for their approval. Prior to that date, I hope to gain support from the Behavioral Health Board.

The Local Mental Health Director serves as the Chief Executive for community mental health services and is responsible for providing overall supervision of the mental health services provided in Mariposa County. Such person consults with the local advisory board and makes recommendations to the governing body regarding matters necessary or desirable in accomplishing the goals for the division and are responsible for maintaining accurate records and financial accountings in order to create and submit annual reports to DHCS, including expected expenditures for the following year. This person also holds the authority to enter into negotiations for contracts or agreements to best provide mental health services for the county.

Over the last 22 years, I have served at multiple levels in Health and Human Services related programs, including protective services, youth services, adults & aging, emergency response, crisis management and behavioral health services. I hold a Master of Clinical Psychology Degree from California State University San Bernardino. I have dedicated my career to providing direct services, administrative oversight, and believe that my education and experience have prepared me to serve in this capacity.

I look forward to further discussing my qualifications with the board. Please contact me with any questions at (209)742-6932 or via email, sbaker@mariposacounty.org.

Sincerely,

Sheila Baker

Sheila Baker, MS, LMFT #42168
Deputy Director
Behavioral Health & Recovery Services
Mariposa County Health & Human Services Agency

Attachment: S. Baker Letter of Intent 1.4.2023 (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

BEHAVIORAL HEALTH BOARD

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

BEHAVIORAL HEALTH BOARD MEETING
MINUTES

February 1, 2023
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: Cpt. Sean Land, Paul Brickett, Rosemarie Smallcombe, Debbie Woodbury, Matt DiPirro and Olga Leonard

Members Excused: none

Members Absent: Ellie McQuarrie

Guests Present: Bryan Blew, Kristen Fiester, Karen (MCS) and Chrissie Doss

Staff Present: Sheila Baker, Kristina Allen, Lisa Bello, Lynn Rumfelt and Joe Lynch

Quorum: Yes

I. **Call to Order/Roll Call:** Meeting was called to order at 12:36 p.m. by Cpt. Sean Land, Chair. Roll call introductions were made.

II. **Mission Statement:** The mission statement was read by Cpt. Sean Land.

III. **Confirm Covid emergency and vote to extend option for teleconferenced BHB meetings as now required by AB361:** Rosemarie Smallcombe indicated that the California Govenor is planning to drop the COVID emergency on February 28, 2023, which will mean that if in fact it is dropped, our next meeting will need to be held in person. Cpt. Sean Land made a motion to approve, and Rosemarie Smallcombe seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote was unanimous to confirm COVID emergency and extend option for teleconferenced meetings.

IV. **Approval of Meeting Minutes for January 4, 2023 (attachment):** Cpt. Sean Land made a motion to approve minutes, and Paul Brickett seconded the motion. All members present voted "aye," none were opposed, none abstained. Minutes for January 4, 2023 were approved.

DRAFT

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

V. Public Comments: None

VI. Agenda Items

A. Announcements:

1. **Butterfly Festival at Mariposa Fairgrounds on May 6-7, 2023:** Mariposa Minds Matter will have a booth and need volunteers. Please contact Donya Evans, Lisa Bello (lbello@mariposacounty.org) or Katie Cotter at 1-209-966-2000 if you're interested in helping. Olga Leonard indicated she was interested again this year in volunteering.

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** Debra Barcellos reported. They were able to feed 70 individuals and serve 453 lunches. They have done outreach at the encampment however it has not been very successful as a lot of the individuals are resistant to services. There were 19 people at the encampment, now there are 13. The Mariposa in-person training academy is full for the first time ever.
2. **Mariposa Minds Matter:** No report.
3. **Connections:** No report.
4. **Probation:** Matt DiPirro reported. Tim Bennett sat in for Matt at our last BHB meeting. Tim has submitted his application to apply to become a board member so that Matt can step down. Tim should be able to attend for the March meeting. Tim is a great person and has worked with the county for fifteen years; he brings a lot to the table. One of the newer probation officers is Carelli Gomez. The Adult Team Meetings have started again and meetings are now held in-person.
5. **Native Solutions:** No report.
6. **Mariposa Safe Families:** Megan reported. It has been very busy the last few months. In Early January 2022 the Youth Empowerment Conference had 60 youth. The event was 1 day and offered 8 workshops with different speakers and presentations. There are now 30 youth in the Friday Night Club. They are in the process of planning out the 2023 conference with Behavioral Health. The Family resource center has been revamped with new computers and printers. They are open from 9:30am – 4:30pm at their location on 8th and Jones Street. The Youth Center is now open for breakfast as the high school has a late start on Friday mornings. 35 youth came in for breakfast. The plan is to host the breakfast two Fridays a month. Sixteen youth are enrolled every Tuesday and Thursday at the youth center after school program. All programs are going very well.

C. Old Business:

1. No items.

D. New Business:

1. Local Mental Health Director: The BHB received a letter of intent from Sheila Baker to review and make recommendations for her appointment as the Local Mental Health Director. Sheila spoke on her behalf. She graduated with a Masters Degree in Clinical Psychology in 1999. She started working in the schools initially and then worked with groups, individuals and families prior to obtaining her license. Rosemarie Smallcombe asked Sheila about provisions in the WIC. There will not be a need for a waiver as Sheila is licensed and has been for many years. She is a Licensed Marriage and Family Therapist (LMFT) and she meets criteria for the position. Paul asked if she would still be the Mental Health Deputy Director for Mariposa County and she said yes that she will still have her role as Deputy Director for Behavioral Health and Recovery Services. Sheila would maintain both titles: Local Mental Health Director and Deputy Director of Behavioral Health &

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

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

Recovery Services. It is the intent moving forward for the Deputy Director position to also hold the position of the Local Mental Health Director. Cpt. Sean Land made a motion to approve, and Paul Brickett seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote was unanimous to appoint Sheila Baker as the new Local Mental Health Director.

2. Vote to approve Tim Bennett as a member of the Behavioral Health Board (BHB): Paul Brickett suggested the board have some knowledge of the applicant's background before we vote. Matt DiPirro suggested that he comes to the meeting with Tim in case someone has questions. Paul would like to see a resume or something similar in the future. Cpt. Sean Land suggested that maybe the team meets on the side to review the process. Rosemarie Smallcombe made a motion to approve, and Paul Brickett seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote was unanimous to approve Tim Bennett for becoming a BHB member.
3. Mariposa Heritage House Presentation: Debra Barcellos' Health Care Navigators Tiffany Romero and Sarah gave an update relative to their services. They spoke about the drop-in center can be used for meals, showers, use of tablets for tele-med appointments, peer support, recovery coaching, as well as a place for social activities. They work with homeless individuals and assist with specialty appointment transportation. Their transportation fixed route is open to any Mariposa Community member. Brochures are being updated. The team at Heritage House also provide case management for clients. They have also received a grant for incentives from Anthem Blue Cross to help the clients become self-reliant. The overview also included a brief summary on how they collect milestone data for housing clients in response to a question from Paul Brickett.
4. Consider removing "Review and Discuss BHRS Contracts" as a standing agenda item: Cpt. Sean Land indicated that the board is looking for what the contract service is and the tracking of the validity of that contract. The BH Board has been considering to review contracts monthly due to the quantity even though the Action Plan indicates quarterly. Moving forward it can be done quarterly. Cpt. Sean Land also stated we did not need a motion to change anything and that we could start reviewing the contracts quarterly starting in April. Item F on the agenda should be removed on the next meetings' agenda.

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

1. On January 26, 2023, the Federal Centers for Medicaid (Medi-Cal) and Medicare Services notified California that they will be the first state in the nation to offer a targeted set of Medicaid (Medi-Cal) services for youths and adults in state prisons, county jails and youth correctional facilities for up to 90 days prior to release. This is an expansion of the Inmate Exclusion that limited inmates to receiving inpatient hospital care as the only service that could be covered by Medi-Cal. It was noted by Kristina Allen that we are working on this item with our jail medical staff. They are also working with the jail to apply for funding that will increase services provided by our Eligibility Teams.

F. Review and Discuss BHRS Contracts (Quarterly): Not discussed (*see New Business above, number 4*).

DRAFT

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

G. Staff Reports:

1. **Acting Director of HHSA:** Joe Lynch reported:
    i. BH has a new MHSA 3-year plan that is due 6/30/23. We are in the beginning stages of planning what we will change and/or keep. Will discuss more in the April meeting.
    ii. Currently negotiating to use the Charter School Building for North County. This building is about 6,000 square feet and can hold various different government agencies. We will be able to expand our services without the use of using General Funding. It has the room to have 20 offices.
    iii. Encampment update: Joe has reported to the Board of Supervisors the success of housing people. It is recognized there was a set back with vandalism at the cemetery. There will be a campaign to get to the fundamental reason why people are homeless. More to come on this.
2. **Director of Health Services:** Kristina Allen reported:
    i. BH reorganized the Supervisors and staff.
    ii. Last Friday were interviews for a Program Administrator; an offer will go out this week. This role will oversee Jail Based Services and TCM.
3. **Deputy Director of BHRS:** Sheila Baker reported:
    i. We have identified and secured a new Supervisor for the Children's team, Jillian Rodriguez has transferred from Child Welfare Services.
    ii. Kyle Jenkins has moved from the TRAC team to Supervisor of the Adult team.
    iii. Rebecca Ballinger, Psychiatric Registered Nurse, will oversee the TRAC team.
4. **Financial:** No report.
5. **Quality Assurance:** No report.

VII. Adjournment: Meeting was adjourned at 1:56 p.m.

Next Meeting: The next meeting will be held on March 1, 2023 at Mariposa County Health & Human Services, 12:30 to 2 p.m.

Submitted,

Donya Evans

Recording Secretary

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve Chair to Sign Letter)

February 21, 2023

Mary Westmark
CA Department of Health Care Services
Medi-Cal Behavioral Health Division
County and Provider Monitoring | County Support Liaison
mary.westmark@dhcs.ca.gov

Dear Ms. Westmark,

This is to advise that at their February 21, 2023, meeting, the Mariposa County Board of Supervisors took action to appoint Sheila Baker, LMFT, as Mariposa County's Local Mental Health Director, effective upon state approval. You will find enclosed a copy of the Board's resolution of authorization from that meeting reflecting that unanimous decision. Documents detailing Ms. Baker's education and experience have also been included.

The Board found Sheila Baker qualified to serve as the County's Local Mental Health Director based on her nearly 23 years of experience at multiple levels in the Health and Human Services field, including protective services, youth services, adults & aging, emergency response, crisis management and behavioral health services.

Ms. Baker currently holds the position of Deputy Director for Behavioral Health and Recovery Services. She holds a Master of Clinical Psychology Degree from California State University San Bernardino.

Due to the foregoing, the county now requests that Sheila Baker be approved by the California Department of Health Care Services as the Local Mental Health Director for Mariposa County.

If you have any questions regarding this information, please contact Dallin Kimble, CAO – Human Resources for Mariposa County at (209) 966-3222 or dkimble@mariposacounty.org

Sincerely,

Miles Menetrey, Board Chair
Mariposa County Board of Supervisors

Encl/As Stated
cc: Dallin Kimble, CAO - Human Resources Director

Attachment: Letter for Local Mental Health Director - BOS 2.21.23 (RES-2023-211 : Ratify Letter for Local Mental Health Director and Approve

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-212

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Excellesoft Partners Agreement with County of Mariposa to Provide REVA

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Agreement with Excellesoft Partners, LLC to Provide REVA, a Web-Based In Home Supportive Services (IHSS) Provider Orientation and Enrollment System in an Amount Not to Exceed $21,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an agreement targeted for In-Home Supportive Services (IHSS) within the Health and Human Services Agency (**HHSA**). This Agreement is to continue the web-based IHSS Provider Orientation & Enrollment system, REVA, facilitating IHSS Public Authority's ongoing training operations and ensure that IHSS potential Providers receive the state mandated training utilizing the REVA system.

Ultimately, HHSA's desired outcome is that the Human Services division has optimal capability in training, maintaining, and expanding In-Home Supportive Services' Providers, Registry Providers, and Emergency Back-Up Providers, utilizing REVA's self-paced training program to best support our IHSS program and best practice training and matching IHSS Recipients with a state approved Provider.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the current agreement with Excellesoft on April 28, 2020 through Resolution No. 2020-214.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Human Services division will rely on monthly in-person training & manual provider record-keeping of the IHSS Provider trainings & enrollment processes, potentially leading to inadequate accountability and support of client's ability to age in place and receive IHSS care within the setting of their home environment.

FINANCIAL IMPACT:
There is sufficient funding in the Human Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
REVA Excellesoft Standard Agreement Mariposa v2 - March 28 2023 (PDF)

REF ID# 13985

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

REVA
System Subscription Agreement

This Agreement between Mariposa County and Excellesoft Partners, LLC specifies the rights, uses, obligations, and requirements of the REVA system.

Agreement Term
The term of this Agreement shall be from July 1, 2023 to June 30, 2026.

Parties to This Agreement
Excellesoft Partners, LLC, is a California limited-liability company, referred to hereinafter as "Excellesoft." Excellesoft is the developer and sole owner of REVA, a fully-hosted, web-based IHSS Provider Orientation & Enrollment system. The REVA system shall hereinafter be referred to as "REVA" or "the system."

Mariposa County is a county government agency that provides a multitude of services and benefits to its community. Mariposa County seeks to subscribe to and utilize REVA as a part of its IHSS Public Authority operations. Mariposa County shall hereinafter be referred to as "Customer."

SECTION 1: SCOPE OF SERVICES/RESPONSIBILITIES

1. Services
Excellesoft shall set up and enable Customer access to the system for use by Customer. Excellesoft shall be responsible for all system maintenance, data backups, system backups, system security, system performance, system reliability, issue resolution, and bug/defect fixes.

2. Users
Customer can have an unlimited number of system users.

3. Document Storage/Document Management
The system has built-in document storage/document management for scanning and uploading of provider orientation & enrollment-related PDF documents within a provider's profile, as may be required by the State, such as a Tier 1/Tier 2 waiver, work permit, etc. Customer can have an unlimited number of provider orientation & enrollment-related documents with an unlimited number of pages. The document storage/document management feature is not intended to be used as a general-use document management/storage system.

4. Local System Administrator
Customer shall designate at least one user as a REVA System Administrator for the purposes of performing important functions that are specific to Customer's daily operations and use of the system, such as user account creation and maintenance, resetting of passwords, setting of user permissions, etc. The REVA System Administrator is responsible for enforcing "the rule of least privileges" whereby a user's system permissions are set to be the minimum system permissions needed for the user to perform their job. Expertise in Information Technology is not required to be a REVA System Administrator.

5. Customer Website
Customer shall update/modify their website to include instructions for IHSS providers on how to complete the enrollment process using REVA. The website should also contain any instructions specific to Customer's processes. Enrollment instructions posted by other counties may be used as examples. Links to other county websites will be provided at the appropriate time for reference purposes. The webpage shall not make any direct references to the names REVA or Excellesoft. The web page should

Attachment: REVA Excellesoft Standard Agreement Mariposa v2 - March 28 2023 (RES-2023-212 : Excellesoft Partners Agreement with County

include a link or button to the Customer's REVA enrollment page. The link/button text should read "Go to Enrollment Page" or similar text. The text for the link/button shall not include the name "REVA" or the URL of the REVA IP enrollment page. The URL will be provided at the appropriate time. Customer must not direct providers to the REVA Public Authority sign-in page, the REVA information website, or the Excellesoft website.

6. Performance of Customer Technology
Customer is responsible for providing and maintaining the local desktop/PC computers, peripheral devices, and Information Technology infrastructure in order to provide an acceptable level of performance for their system users.

7. Support
Excellesoft is available for support Monday through Friday 8:00 am – 5:00 pm, except on State and Federal holidays. Initial contact for support may be via e-mail or by voicemail messaging. Excellesoft will use its best effort to provide a timely response to initial contact/response and issue resolution.

By E-mail: support@excellesoft.com
By Voicemail 1-800-914-4113 x1

Excellesoft does not provide support to IHSS consumers or providers. Messages received from IHSS consumers or providers will be forwarded to Customer when possible or practical to do so.

SECTION 2: INTELLECTUAL PROPERTY

1. Intellectual Property
Excellesoft is the developer and sole owner of Nexus Registry. All source code, system architecture, system design, database structure, database tables, system design concepts, system content, system user interfaces, system workflow, web page designs and content, screen designs, support documentation, training materials, help documents, help videos, and all technology and concepts developed by Excellesoft related to the operation and function of the system are the property of Excellesoft.

Customer hereby acknowledges and agrees that Customer will receive confidential information and trade secrets during the term of this Agreement. Customer acknowledges that Excellesoft has a legitimate business interest in placing reasonable limits on the use of such information. Customer shall not use, demonstrate, simulate, provide screenshots, provide system outputs, or describe the system in any manner (directly or indirectly) to, including, but not limited to any other individual, entity, institute, or organization for the purposes of developing, promoting, advertising, marketing, or providing a similar or competitive system. Customer shall not use, demonstrate, simulate, provide screenshots, provide system outputs, or describe the system in any manner (directly or indirectly) for the purposes of developing a similar in-house system. Customer shall not develop, or cause to be developed, a competing or similar system for a period of 2 years after the termination of this Agreement.

2. Client Data Ownership
All data and information entered in the system by Customer or its designees are the property of Customer. Excellesoft will not share Customer data or information to any 3rd party or outside organization, without the express written permission or consent of Customer.

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3. No Contest
Customer shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of Excellesoft in connection with the system.

4. Customer Cooperation
Customer hereby acknowledges that successful system performance shall require Customer to cooperate with Excellesoft in good faith and to provide information as may be requested by Excellesoft from time to time. Customer hereby agrees to provide such good faith cooperation and information.

SECTION 3: CONFIDENTIALITY & PRIVACY

1. Confidentiality/Privacy
Customer contact information, along with that of its designees, shall remain confidential and shall not be shared with any outside organization without written permission, except as may be required by law or by notice of a law enforcement agency or by judicial order.

Excellesoft may, at times, request that Customer be used as a reference for future business with other counties or organizations. Excellesoft will first ask for Customer's approval prior to any references being made.

2. Access to Data
Customer hereby allows Excellesoft access to Customer data for purposes such as system maintenance, development of reports, development of system enhancements, problem resolution and troubleshooting, and review of proper system usage. A limited number of Excellesoft development staff have full access to the database. Excellesoft follows "the rule of least privileges" whereby a user's system permissions are set to be the minimal system permissions needed for the user to perform their job.

3. Unauthorized System Access
Customer shall make an effort to ensure that the users accessing the system on their network domain use password-protected screen savers, that the computers on their network have automatic password-protected screen savers, that their users are instructed to lock their computer screens when leaving their computer, and that monitors are not easily viewed by persons that do not have county authorization to access the system or do not have county authorization to view the information that is displayed by the system.

Access to the system requires manual entry of a username, password, and validation of CAPTCHA text. Customer shall not use automated tools, automated systems, single sign-on systems, or automated scripts to access the system or copy data from the system pages.

Customer shall not perform, or cause to be performed, penetration tests, security tests, or performance tests of any type on the system.

4. User Accounts
Customer shall not create generic user accounts. All user accounts must be associated to a real person using their actual first name, last name, and agency e-mail address.

Customer shall not create shared user accounts or allow a user account to be shared.

Customer is responsible for maintaining the security and privacy of data that is downloaded to the users' computers, such as reports, printed reports, system screenshots, etc.

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SECTION 4: SYSTEM PERFORMANCE

8. Warranties

Excellesoft warrants that the system will fully perform the intended functions for which it has been designed, and that it is free from malicious code and viruses that may pose a threat to Customer's internal network and computers.

9. System Availability

Excellesoft guarantees system availability of 99. 999% Monday – Friday, 6:00 AM – 6:00 PM Pacific Time, with the exception of State and Federal holidays. Scheduled outages for system upgrades and enhancements, server maintenance, and network maintenance will be performed after hours and on weekends.

In the event of an unplanned system outage or failure that is within the purview of Excellesoft, a best effort shall be made to resolve the outage or failure as soon possible.

In the event an unplanned outage or failure in the system causes Customer demonstrable loss of productivity, Customer is entitled to a credit equal in amount to the pro-rated duration of the outage for the number of users affected. Customer must notify Excellesoft within five business days with the date, time, and duration of the outage, along with the names of the users that attempted to use the system during the outage. Upon verification that the outage was within Excellesoft's purview, the credit will be applied to the next Customer invoice.

Customer acknowledges that access to the system may be affected by Customer network, local or national Internet network activity, or bandwidth issues. Excellesoft hereby disclaims, and Customer hereby waives, any and all Excellesoft responsibility for any service interruption resulting from said Internet network activity and bandwidth issues and limitations.

SECTION 5: USERS GROUP & DEVELOPMENT OF ADDITIONAL FUNCTIONALITY

1. Continued System Functionality

Excellesoft will, at no charge to Customer, add system functionality, features, or reports that may become essential for the system to remain functional, or to resolve system errors, or to resolve data correction issues, or to resolve system reliability/performance issues.

2. REVA Users Group

It is recommended that Customer regularly attend and actively participate in the REVA Users Group conference call/webinar. The Users Group is a discussion forum for information sharing on using the system, best practices for agency operations as related to the use of REVA, system issues, questions and training on how to use system features and functions, how to get the most out of the system, and presentation and discussion of system changes, new features, and enhancements. Attendees and participants should be supervisors and/or managers of the IHSS Public Authority agency or the county IHSS department as may be appropriate. The Users Group attendees and participants should be subject-matter experts and should be fully knowledgeable in the daily operations of their agency/department. Attendance is not mandatory. Active participation is not mandatory. The Users Group currently meets on a quarterly basis. The conference call/webinar is hosted and moderated by Excellesoft. The REVA Users Group is not a forum for Information Technology or a forum for Purchasing.

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3. Identification and Cost Allocation

Because REVA is a multi-county system, requests for system changes, additional features, or enhancements are presented to the REVA Users Group for discussion of the functionality, benefits, and usability by all counties. The REVA Users Group will collectively determine the changes and enhancements that are to be added to the system by a simple majority vote. All counties that attend the REVA User Group have an equal vote. Excellesoft does not have a vote. Excellesoft can veto if we determine that the requested change, addition, or enhancement is not in the best interest of the system or of Excellesoft or if we determine that the change/feature/enhancement is too specific to a single county. Not all changes, additional features, or enhancements are fee-based. In the event that the requested change, additional feature, or enhancement has an associated development cost, the cost will be proportionally allocated to each county based on the number of Customer's IPs processed over a time period as a percentage of the total number of IPs processed system-wide over the time period.

Excellesoft will provide an individualized quote to Customer for its cost allocation. If a requested fee-based change/enhancement will only benefit or will only be used by a limited number of counties, the development cost may be allocated to those counties only if it is possible to develop it in such a way that the feature is only accessed or used by those counties, and that developing it in such a manner does not result in a system that is, as determined by Excellesoft, too complex and more difficult to maintain, manage, or administer. Customer may defer its costs to the next fiscal year if needed for budgeting purposes.

4. Development Rate

Development of additional system functionality shall be quoted on a time and material basis at a rate of not more than $165.00 per hour.

5. Ownership of Additional Functionality

All designs, drawings, source code, and database tables developed for additional system functionality, custom features, or reports shall become part of the system and will, therefore, become the property of Excellesoft and shall not be deemed "works for hire."

SECTION 6: LIABILITIES

1. Force Majeure

Neither party shall be held in any manner liable or accountable for losses, costs, or expenses that may occur as a result of forces of nature, or as a result of events that are out of either party's control, regardless of whether the forces of nature or events were predictable, normal, or reasonable, and regardless of whether any resultant losses, costs, or expenses were predictable.

2. Limitation of Damages

Excellesoft shall not be liable for any loss, consequential, exemplary, incidental or punitive damages in connection with or relating to (i) this Agreement, the Services and use, performance and operation of the system, (ii) use, performance or operations of the Internet or use of the Internet by Users; (iii) loss of data; and (iv) Content, products, and services offered through the system regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether Excellesoft has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

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3. Remedies
The sole remedy of Customer and its users in connection with or relating to the functionality of the system, technical issues, system issues, system functionality, regardless of the cause, shall be modification of the system as may be needed as determined by Excellesoft.

4. Mutual Indemnification
Both Parties shall release, defend, indemnify, and hold each other harmless (including officers, directors, and agents) from and against any and all claims, damages, liability, expenses, fees, costs and attorney and paralegal fees arising in connection with or relating to any third-party claims of infringement or violation of any ownership rights to patents, copyrights, trademarks or trade secrets in connection with any use of Customer-provided information and materials by Excellesoft. Each party shall defend and settle at its sole expense all suits or proceeding arising in connection with any such third-party claim. Customer shall not enter into any agreement, which impairs the right of Excellesoft to use Customer-provided materials in accordance with this Agreement. In all events, Excellesoft shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. If use of Customer-provided materials is disrupted because of a third-party claim, Excellesoft shall have the right to remove Customer-provided materials. The foregoing remedy shall be non-exclusive and in addition to any other legal or equitable remedies Excellesoft may have or accrue.

5. Continuation
The terms and provisions of this section shall survive termination and cancellation of this Agreement.

SECTION 7: FEES & PAYMENTS

1. Invoices
Customer shall pay fees as set forth in Exhibit A - Pricing & Invoice Schedule.

All invoices will have a due date of Net 30 days. A 10% late fee may be applied if an invoice remains unpaid 90 days past its due date. An additional 3% late fee may be applied to each subsequent month the invoice remains unpaid.

Non-payment of invoices may result in a notification to Customer of a temporary suspension of access to the system until all invoices are paid up to date, including any applied late fees.

2. Per IP Fee
As specified in Exhibit A - Pricing & Invoice Schedule, REVA pricing includes a per-IP processing fee for each Independent Provider that has completed the processing in REVA. Processing is considered fully processed upon the completion of four key workflow steps.

- Scan or upload of Gov't ID.
- Scan or upload of SSN card.
- Electronic signature of SOC 426 or upload or scan of completed form.
- Electronic signature of SOC 846 or upload or scan of completed form.

These tasks are collectively referred to as scan-scan-sign-sign. The steps can be completed in any order and at any time. The completion date of the last remaining step shall be the date used for billing purposes. Any Customer actions taken to circumvent the per-IP fee or alternate processes taken in lieu of the scan-scan-sign-sign steps shall be considered as completion of the IP processing, and billing for the period will

be based on the number of IPs that completed watching the State-mandated provider orientation video during the billing period.

3. Custom Videos
REVA can play custom video presentations as part of the provider orientation process for your county/agency. The videos can only be added to REVA by Excellesoft. There is no fee to have custom videos in REVA, and there is no fee to have Excellesoft add custom videos to REVA. However, if Excellesoft deems that there has been an inordinate number of requests to update or replace videos, a fee of $85 per video per language will be quoted.

4. Rate Changes
Excellesoft will provide 90-days notification of any rate changes.

SECTION 8: TERMINATION

1. Termination Limits
This Agreement shall only be terminated or cancelled as provided within.

2. Termination without Cause
Either party may terminate this Agreement without cause for convenience and without penalty by providing 90 days written notice.

3. Cancellation for Noncompliance
If a party violates its obligations under this Agreement, the other party may send a written Notice of Cancellation for Noncompliance to the noncomplying party describing the noncompliance. Upon receiving such cancellation notice, the noncomplying party shall have thirty days from the date of such notice to cure any such noncompliance. If the noncompliance is not cured within a required thirty-day period, the party providing the Notice shall have the right to cancel this Agreement.

4. System Access
Upon termination or cancellation of this Agreement, all Customer user attempts to access to the system shall immediately cease and all user accounts will be deactivated.

5. Final Database Extract
Upon termination of this Agreement, Customer may request a database extract of Customer's data. Upon receipt of such a request, Excellesoft shall provide a Time & Materials quote to Customer to generate the database extract. Because the system is continually changing with new features, enhancements, data elements, and database tables, it is not possible to provide a guaranteed cost estimate until a request for a final data extract is made.

SECTION 9: MISCELLANEOUS

1. Entire Agreement
This Agreement is the entire agreement between Excellesoft and Customer. This Agreement replaces and supersedes any prior agreements, written communications, electronic communications, or oral communications.

Attachment: REVA Excellesoft Standard Agreement Mariposa v2 - March 28 2023 (RES-2023-212 : Excellesoft Partners Agreement with County

2. Renewal
The Agreement will renew automatically for one year at the start of each fiscal year.

3. Notices
Notices shall be in writing and shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested – or by hand to the address set forth below for Excellesoft and to the address set forth below for Customer. Notices shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

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

Excellesoft Partners, LLC
6520 Lonetree Blvd., #1030
Rocklin, CA 95765

4. Relationship of the Parties
Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

5. Assurances
Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate to the best of their knowledge, and that all negotiations towards this agreement have been done in good faith.

6. Severability
In the event any provision or part of this Agreement is deemed invalid or unenforceable, all other portions and provisions of this Agreement shall remain intact and in full effect.

7. Waiver
Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

8. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

9. Amendments and Modifications
Alterations, modifications, or amendments of provisions of this Agreement shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized representatives of Excellesoft and Customer.

Attachment: REVA Excellesoft Standard Agreement Mariposa v2 - March 28 2023 (RES-2023-212 : Excellesoft Partners Agreement with County

10. Governing Law
This Agreement shall be governed by the laws of the State of California without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction, and venue shall be proper in Placer County, California

11. Section Headings & Titles
The section heading and titles in this Agreement are for convenience of reference only and do not define, affect, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

12. Litigation Expense
In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration.

13. California Public Records Act
All documents submitted to or made available to Customer shall be considered as Confidential & Proprietary, regardless of whether a document contains markings indicating as such. Excellesoft understands that as a public agency, Customer is subject to the California Public Records Act (CPRA). In the event of a CPRA request for documents related to or submitted by Excellesoft, Customer shall immediately notify Excellesoft of the request and of the scope of the request. Customer shall make an effort to give Excellesoft ample opportunity to respond to the request.

14. Disclaimer
The warranties set forth herein are in lieu of all other warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Excellesoft (including officers, directors, agents and associates of Excellesoft) hereby disclaims and Customer and its users hereby waive all warranties, express or implied, including, but not limited to, all implied warranties of fitness for a particular purpose and all implied warranties of merchantability, except as set forth herein to the contrary, Excellesoft does not warrant and users hereby waive any warranty that use of or access to the system by users will be uninterrupted or error free. Except as set forth herein to the contrary, Excellesoft does not make any warranty and users hereby waive any and all warranties as to the results obtained from use of the third-party software or as to the accuracy, completeness, timeliness or reliability of the third party software. Users hereby acknowledge and agree that use of the internet and the system shall be at the sole and exclusive risk of users and subject to the restrictions, terms and conditions, rules, regulations, policies, applicable laws and codes of conduct governing the internet, the system or otherwise applicable.

Attachment: REVA Excellesoft Standard Agreement Mariposa v2 - March 28 2023 (RES-2023-212 : Excellesoft Partners Agreement with County

REVA
System Subscription Agreement

Exhibit A
Pricing & Invoice Schedule

Ongoing Subscription Fees

#	Description	Amount
1	**System Subscription Fee** Annual Subscription Fee 355/month for 12 months. • To be invoiced annually at the beginning of each fiscal year.	$4,260
2	Per IP Processing: Fee for each Independent Provider that is processed in REVA. Determined by completion of • Scan or upload of Gov't ID. • Scan or upload of SSN card. • Electronic signature of SOC 426 or upload or scan of completed form. • Electronic signature of SOC 846 or upload or scan of completed form To be invoiced upon the completion of each calendar quarter for actual number of IPs processed.	$1. 00/IP Estimated 10 IPs per month $10/month $30/quarter $120/year

Potential Enhancement Fees - For Budgeting Purposes Over Term of Agreement

#	Description	Amount
1	System Enhancements. Only as may be needed. Actual amounts will be quoted. *Reference Section 5, Paragraph 3.*	$1,500

Optional Services

#	Description	Amount
3	Text Message Appointment Reminders	Based on 10 IPs per month $24/year $6/quarter $2/month

Attachment: REVA Excellesoft Standard Agreement Mariposa v2 - March 28 2023 (RES-2023-212 : Excellesoft Partners Agreement with County

REVA
System Subscription Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, effective as of the latter of the dates set forth below.

Excellesoft Partners, LLC

Signature _____

Printed Name Mark Saaty

Title President/CEO

Date _____

Mariposa County

Signature _____

Printed Name Miles Menetrey

Title Chair, Board of Supervisors

Date _____

Attachment: REVA Excellesoft Standard Agreement Mariposa v2 - March 28 2023 (RES-2023-212 : Excellesoft Partners Agreement with County

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2023-213

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Allocation Change in Planning Department

RECOMMENDATION AND JUSTIFICATION:
Approve a Full-Time Allocation and Recruitment for a Development Services Technician (DST) for the Planning Department, Effective Immediately.

Development Services currently houses three departments: Planning, Building and Environmental Health. While both Building and Environmental Health have DSTs that handle all the initial public interface (phones and front counter) to include permit/application intake and questions regarding the permit/application processes, along with handling basic accounting and clerical functions, the Planning Department does not and historically relied on higher level staff to incorporate these functions into their duties.

Over the years the Planning Department has grown tremendously in both responsibilities as well as with specialized staff (GIS, Code Compliance and Community Design and Development) with no increase in administrative assistance positions. With the allocation of a Full-Time DST the Planning Department will be able to re-assign some of the lower level duties from the current Planner 1, Office Assistant and Executive Assistant, thus allowing them to concentrate more on higher level tasks that they are unable to complete effectively due to workload capacity constraints.

Staff recommends approving this request in order to achieve more efficient workflow tasks distributed amongst the appropriate level staff and in order to continue to provide the best possible customer service to the Public.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved allocation changes in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the Planning Department would continue the practice of having current staff handle tasks that are better suited for a DST, this will effect the overall performance of the department and will cause delays in providing best possible services to the Public.

FINANCIAL IMPACT:
There are sufficient salary savings to cover the costs of this position in the current fiscal year. In future years, the position will add approximately $63,305 to the planning budget (plus inflation over time).

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

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Recognition,Re-Appointments & Appointments (Catheys Valley)

RECOMMENDATION AND JUSTIFICATION:
Recognize the Service of Kenneth Wagner to the Catheys Valley Community Planning Advisory Committee; Re-Appoint Ken Davis, Joshua Evans and Casey Archer and Appoint Karen Herman and Cathy Orth to the Catheys Valley Community Planning Advisory Committee for Terms to Expire February 28, 2025 (Supervisor Toso).

Wagner is not able to continue to serve at this time.

Davis, Evans and Archer have expressed interest in continuing to serve on this committee.

Herman and Orth have expressed interest in serving on this committee.

With this action, there will be three vacancies on this committee.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

It is customary that recommendations for citizens advisory committee appointments and re-appointments are made by the District Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Wagner was appointed on April 7, 2015.
Davis was appointed on February 5, 2002.
Evans was appointed on July 25, 2017.
Archer was appointed on October 15, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not re-appointing or appointing these positions could result in a lack of community representation and a lack of quorum for the committee.

ATTACHMENTS:
221230 EVANS REDACT APP (PDF)
230105 ARCHER REDACT APP (PDF)

Agenda Item - No Resolution Requested 2023-48

230303 HERMAN READACT APP (PDF)
230310 ORTH REDACT APP (PDF)
230315 DAVIS REDACT APP (PDF)
230406 Vacancies (3) (DOCX)

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

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Catheys Valley Community Planning Advisory Committee

Supervisorial District in which you Reside: District 3

Length of Residency in the County: 20 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Joshua

Last Name:
Evans

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Employed- Full Time

Employer's Name:
Mercy Medical Center

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I have been living in Catheys Valley for 11 years and love this area. I like the community and its culture. I would like to help preserve these as our community grows.

Please list prior/current appointments to other Boards/Commissions/Committees:
Current member of this committee. Also, I was a previous member of the volunteer Fire Department here in Catheys Valley.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221230 EVANS REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

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

I have a BS in Earth Systems, Science, and Policy from CSU Monterey Bay as well as a BS in Nursing from University of Texas, Arlington.I stay current on topics relating to this area and our County. I am objective and look at all sides of an issue before coming to a decision.

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

If Yes, please explain:

No

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	Evenings	Yes

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

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

Dated: Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221230 EVANS REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

RECEIVED
JAN 05 2023
Mariposa County Planning Department

County of Mariposa
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Catheys Valley Planning Advisory Committee

Supervisorial District in which you Reside: 3

Length of Residency in the County: 11 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Casey

Last Name:
Archer

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
Yes

Employment Status: Employed

Employer's Name:
Archer & Emery

Employer's Address:
[redacted]

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
I have been a resident of Catheys Valley for 11 years, and currently serve on the Catheys Valley Planning Advisory Committee. I would like to continue in this position.

Please list prior/current appointments to other Boards/Commissions/Committees:
I currently serve on the Catheys Valley Planning Advisory Committee. I am also on the Board of Trustees for the Mariposa County Law Library.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230105 ARCHER REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

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

Please allow my prior application to be incorporated by reference regarding my experience, training and education which I feel qualifies me for the position.

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

If Yes, please explain:

No.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	Any evening, provided there is advance notice.	Yes

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

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

Dated: Signature: Casey Archer

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230105 ARCHER REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

RECEIVED

MAR 03 2023

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Catheys Valley Community Planning Advisory Committee

Supervisorial District in which you Reside: 3

Length of Residency in the County: 24 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Karen

Last Name:
Herman

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I live and own property in Catheys Valley and would like to contribute to our community.

Please list prior/current appointments to other Boards/Commissions/Committees:
None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: 230303 HERMAN READACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

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

I am a graduate of the University of California, Santa Barbara with two majors: Sociology and Anthropology.
I also have earned a California Lifetime Teaching Credential for Grades K-8 from San Jose State University.
Since moving to Catheys Valley, I have attended Board of Supervisors meetings and CVCPAC meetings to contribute to issues involving our community.
I understand how important it is for our community members to be advised of ideas being considered for Catheys Valley, to bring their questions, and to bring their opinions to meetings to better our local area.
I have recently retired from the Mariposa County Clerk's office and enjoy working with the public. I believe I have the skills to research and communicate with fellow committee members and the public.
Thank you for your consideration.

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

If Yes, please explain:
My husband, Mick Herman, is the Planning Commissioner for District 3.

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Any	Yes

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

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

Dated: 2/23/2023 Signature: Karen M. Herman

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230303 HERMAN READACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Catheys Valley Community Planning Advisory Committee

Supervisorial District in which you Reside: Catheys Valley

Length of Residency in the County: 7 Years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Catherine

Last Name:
Orth

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Health and Safety Consultant

Employer's Name:
Self

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
My husband and I have made Catheys Valley our retirement community. We have the pleasure of being very active in the community socially as well as altruistically with the non - profit, Mariposa Disaster Relief Services, in which I am on the volunteer board and am the acting secretary of the organization.

Please list prior/current appointments to other Boards/Commissions/Committees:
I was on staff and very active in many of the volunteer committees with the Redwood Empire Chapter of the American Red Cross early in my career. I served on the board of the Western Cowhorse Association for over eight years in the Sonoma County area, in which I carried out the secretarial duties as well as volunteered managing horse shows all over the state.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230310 ORTH REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

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

I have been in public and private health and safety for over 40 years. I volunteered teaching for the American Red Cross and was active in the local communities to prevent and prepare for disasters and emergencies. I have spent my career working with PG&E and contract partners to insure a healthy and safe work enviroment, as well providing compliant training to help workers protect themselves from hazards in their work. I would like to re-channell this energy to continue to assist my community in any way I may be of assistance.

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

No Yes, please explain:

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
If requested	Anytime	Yes

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

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

Dated: 3.10.23 Signature: Cathy Orth

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230310 ORTH REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
CATHEYS VALLEY COMMUNITY PLANNING ADVISORY COMMITTEE

Supervisorial District in which you Reside: DISTRICT 3

Length of Residency in the County: 24 YEARS

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
KENNETH

Last Name:
DAVIS

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
YES, I AM 78 YEARS OF AGE

Employment Status: RETIRED

Employer's Name:
NOT APPLICABLE

Employer's Address:
NOT APPLICABLE

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I WISH TO CONTINUE PARTICIPATING ON THIS COMMITTEE TO INSURE THAT CHANGES AS THEY ARE PROPOSED, ARE SCREENED BY THE MEMBERSHIP AND THE RESIDENTS OF OUR AREA TO INSURE ANY CHANGES ARE IN THE BEST INTEREST OF THE RESIDENTS OF CATHEY'S VALLEY AND THAT NO ONE WILL TAMPER WITH THAT WHICH HAS BEEN APPROVED AND SUPPORTED BY THE MAJORITY OF THE COMMUNITY MEMBERS.

Please list prior/current appointments to other Boards/Commissions/Committees:
FIRST APPOINTED BY JANET BIBBY, DISTRICT SUPERVISOR 02/05/02 TO WHICH I CONTINUED TO PARTICIPATE TO THE END OF HER TERM. REAPPOINTED BY MARSHAL LONG, DISTRICT SUPERVISOR 12/28/17 TO 02/28/23. AS SUCH I HAVE BEEN AN ACTIVE MEMBER OF THE CATHEY'S VALLEY COMMUNITY PLANNING ADVISORY COMMITTEE NON STOP FOR A PERIOD OF 20 YEARS, 9 MONTHS AND 26 DAYS AS OF THE WRITING OF THIS PETITION TO REMAIN A MEMBER OF THIS COMMITTEE.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230315 DAVIS REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

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

HAVING PARTICIPATED ON THIS COMMITTEE FOR OVER 20 YEARS WITHOUT INTERRUPTION OFFERS MUCH EXPERIENCE TO SAY THE LEAST. PRIOR TO MOVING TO CATHEYS VALLEY IN APRIL 1999, I SERVED 30 YEARS AS A MEMBER OF THE ARMY NATIONAL GUARD IN THE CAPACITY OF FIRST SERGEANT, SENIOR INTELLIGENCE NCO, ASST OPERATIONS NCO, BRIGADE FOOD SERVICE ADVISOR, AND INFANTRYMAN 11B50. DURING THIS SAME PERIOD I WAS EMPLOYED AS AN ADMINISTRATIVE SUPPLY TECHNICIAN GS-7; TRAINING TECH GS-8, INDUSTRIAL MANAGEMENT SPECIALIST GS-11 SERVING THE DEPT OF DEFENSE CONTRACT MANAGEMENT COMMAND AS THE APPOINTED PROPERTY ADMINISTRATOR AND PLANT CLEARANCE OFFICER UPON RETIREMENT IN SEPTEMBER 1995, I CHOSE TO MOVE TO CATHEYS VALLEY WHERE I WORKED IN RETAIL FOR A SPELL AND THEN WAS HIRED TO SERVE AS A COURT CLERK WITH THE MARIPOSA COUNTY SUPERIOR COURT, FILLING THE POSITION OF THE FAMILY LAW CLERK. LATER I TOOK A POSITION AS A SCHOOL BUS DRIVER FOR A SUFFICIENT PERIOD TO RETIRE FROM CALPERS. PRIOR TO JOINING THE ARMY NATIONAL GUARD, I WORKED AS AN ARCHITECTURAL DRAFTSMAN, CARPENTER AND RESIDENTIAL CONSTRUCTION SUPERINTENDENT. EDUCATION & TRAINING WAS A PREREQUISITE THROUGHOUT MY CAREER AND I WOULD NEED MUCH MORE SPACE TO LIST IT, MOST OF WHICH HAS NOTHING TO DO SITTING AS A MEMBER OF THE CATHEYS VALLEY ADVISORY COMMITTEE. THERE IS A LOT MORE EXPERIENCE, BUT I FEEL YOU HAVE ENOUGH FOR NOW AND WHILE I HAD NOT MENTIONED BEFORE, I AM A HIGH SCHOOL GRADUATE, HAVE ATTENDED HUNDREDS OF SPECIALIZED TRAINING HOURS NEEDED TO SERVE IN THE MANY ROLES HELD AND I AM PUBLISHED.

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

If Yes, please explain:

NO.

Resumé Attached: N/A

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

GENERALLY ANYTIME ON WEEKDAYS OR EVENINGS.

Do you have transportation?

YES

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

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

Dated: 3/15/23 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230315 DAVIS REDACT APP (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

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

NOTICE OF VACANCIES ON THE

CATHEYS VALLEY COMMUNITY PLANNING ADVISORY COMMITTEE

Three (3) vacancies currently exist on the Catheys Valley Community Planning Advisory Committee. The purpose of the committee is to address issues that are important to the area and recommend policies for the Community.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Vacancies are for two-year terms and expire on the last day of February. Members must be employed, reside, or own property within the geographic boundaries of the Catheys Valley Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department, Clerk of the Board's Office or can be found on-line at:

www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to Danielle Bondshu, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338

Posting Locations for this notice:

Catheys Valley Post Office
Mariposa County Planning
Mariposa County Library
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date: 4/6/23 Deadline for Submission: Until Filled

Attachment: 230406 Vacancies (3) (2023-48 : PAC Recognition,Re-Appointments & Appointments (Catheys Valley))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Recognition of Service, Re-Appointment and Appointment (HSRPC)

RECOMMENDATION AND JUSTIFICATION:
Recognize the Service of Edward Drechsler on the Historic Sites and Records Preservation Commission; Re-Appoint Burt Collins; and Appoint Letha Goger to an At-Large Position to the Historic Sites and Records Preservation Commission for Terms to Expire February 28, 2026.

Drechsler is not able to continue to serve.

Collins has expressed interest in continuing his service.

Collins would be re-appointed to an At Large (specified focus- construction).

Goger has expressed interest in serving.

Goger would be appointed to an At Large position, general focus.

With these actions there will be 2 vacancies on this commission.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Drechsler was originally appointed September 12, 2017
Collins was originally appointed October 27, 2020

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This Commission meets monthly. Without membership appointments being made, the Commission may not have adequate representation and it can be more difficult to get a quorum.

ATTACHMENTS:
230330 Collins Redact Application (PDF)
230127 Goger Redact Application (PDF)
221213 HSRPC Vacancy Notice 2 (DOCX)

Agenda Item - No Resolution Requested 2023-49

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

REQUESTTRACKER
VIEW SITE

STATISTICS MAIN PERMISSIONS USERS TRY SEECLICKFIX

BACK

Committee Application

NEW #839

SUBMITTER CONTACT

ADD COMMENT
PRINT WORK ORDER
PRINT HISTORY
CLOSE REQUEST

Category: Forms
Request Type: Committe
Priority: 3 - Norm
Assigned To: Unassign

Last Modified: 3/10/2023
Submitted: 3/10/2023
Source: Online Form
64.118.122.235

CC Email List: dbondshu@mariposacounty.org; tgauthie



View larger

Associated Requests

ASSOCIATE

REQUEST DETAILS

▼ Hide Additional Details

Name of Board, Commission or Committee for which you are applying
Historic Sites and Records Preservation Commission

First Name
Burt

Last Name
Collins

Supervisorial District in which you Reside
1

Length of your Residency in the county
48

Mailing Address

Email Address:

Preferred Contact Method
Home Phone

Are you Over 18 Years of Age
Yes

Attachment: 230330 Collins Redact Application (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

Employer's Name

Employer's Address

Day Telephone Number

Cell Phone Number

Please explain why you wish to serve on this Board/Commission/Committee
continuing involvement with historic sites

Please list prior/current appointments to other
Boards/Commissions/Committees
historic sites

List any information regarding experience, training and/or education that you feel qualifies you for this position
50 + yrs involvement in construction

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?
No

If Yes, please explain

Please attach your Resume
No file was uploaded

Please attach Supplemental questions, if any.
No file was uploaded

Time(s) you have available to attend meetings (days, evening, etc.)
monday AM works usually

Do you have transportation?
Yes

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

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
not checked

Attachment: 230330 Collins Redact Application (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

Tracy Gauthier
3/30/2023 11:05 AM

INSERT CANNED RESPONSE SAVE & PUBLISH

SAVE

This comment is only viewable internally

Choose File No file chosen Convert to PDF

For security reasons, anonymous users will not be sent attachment links or be able to view them.

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Attachment: 230330 Collins Redact Application (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

Tracy Gauthier

From: Mariposa County Administration <do_not_reply@civicplus.com>
Sent: Friday, January 27, 2023 10:03 PM
To: Tracy Gauthier
Subject: [BULK] New request received

Importance: Low

Category Forms has received a new request.

Here is what we have on file:

Committee Application

#821

Category:	Forms
Priority:	3
Assigned To:	Unassigned
Submitted:	1/27/2023 10:03 PM
Source:	Website 76.9.75.2

SUBMITTER

[redacted]

CONTACT

[redacted]

,

View any uploaded files by proceeding to the link below and looking up your request by RequestID

http://www.mariposacounty.org/admin/requesttracker.aspx

OR

View any uploaded files by signing in and proceeding to the link below

http://www.mariposacounty.org/admin/FormHistory.aspx?SID=1166

Letha Goger - CV.pdf

REQUEST DETAILS

Description

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

Historic Sites and Records Preservation Commission

First Name

Letha

Last Name

Goger

Supervisorial District in which you Reside

3

Length of your Residency in the county

38 years

Mailing Address

[redacted]

Attachment: 230127 Goger Redact Application (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

Email Address:

Preferred Contact Method

Cell Phone

Are you Over 18 Years of Age

Yes

Employment Status

Retired

Employer's Name

n/a

Employer's Address

n/a

Day Telephone Number

Cell Phone Number

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

I want to be involved in my community and use my experience and expertise to:

1) work with others to ensure that processes related to historic sites and records preservation are fair, clear, and representative of Mariposa's history;

2) ensure that places and resources of cultural, natural, and historical significance are identified and robustly documented; and,

3) recognizing the important economic, environmental and cultural role of said resources, revamp current historic preservation guidelines in order to provide a foundation for securing grant and other funding for projects that advance the protection, preservation, and enhancement of historical and cultural resources in Mariposa County.

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

Librarian Association of the University of California (LAUC), Website Redesign Committee (2014-15)

Institute for the Study of

Attachment: 230127 Goger Redact Application (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

Knowledge Management in Education (ISKME) member to GLOBE (Global Learning Objects Brokered Exchange) Metadata Committee (2014-2016)

Mariposa County Office of Education representative to the California County Educational Technology Consortium (2000-2008)

Mariposa County Respect, MCUSD Co-Chair in Partnership with the Mariposa County Domestic Violence Prevention Council

List any information regarding experience, training and/or education that you feel qualifies you for this position

I have considerable experience in the description of place, including knowledge of the politics and cultural significance of historical narrative and information design. My academic work focused on the description of California cultures and landscapes and on UNESCO World Heritage designated sites. Coursework: Social Memory; Abuses and Uses of the Past; Material Culture; Nature and Culture: A Study of Identification and Perception; Information Design for the Digital Humanities; Digital Technology in World Heritage; Theories and Methods in World Culture; Theories and Methods in History; Transatlantic Utopian Thought and Place; California Environmental Literature and Narrative; Humanities and New Media for Museums and Libraries. My comprehensive written and oral examinations were in: California Environmental Narrative and Ecocriticism; Cultural Geography and Perception of Place; Spatially Referenced Digital Resources.

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

Yes

If Yes, please explain

Attachment: 230127 Goger Redact Application (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

Ben Goger, Housing Specialist, Mariposa County

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

Flexible

Do you have transportation?

Yes

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

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)

I agree

Attachment: 230127 Goger Redact Application (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

Mariposa County

STEVE ENGFER
Interim Planning Director

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

NOTICE OF TWO (2) VACANCIES ON THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

Two (2) At Large vacancies currently exist on the Historic Sites and Records Preservation Commission.

The purpose of this Commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the board of supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordinance 1157 for complete description of duties and responsibilities.

The Commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. These positions are to fill slots for remaining terms which expire the last day of February 2024. Members shall have a demonstrated interest and/or knowledge of Mariposa County History and/or historic preservation.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at: http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= . Completed applications need to be sent to the, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338,

Posting Locations for this notice:
Mariposa History Center
Northern Mariposa County History Center
Mariposa County Library
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date:12/13/22 Deadline for Submission: Until filled

Attachment: 221213 HSRPC Vacancy Notice 2 (2023-49 : PAC Recognition of Service, Re-Appointment and Appointment (HSRPC))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-214

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Resolution Verifying County-Maintained Road Mileage

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Verifying the County-Maintained Road Mileage.

Section 2121 of the Streets and Highways Code requires each county to submit to the Department of Transportation any additions to or exclusions from its mileage of maintained county roads. Mariposa County reported 560.502 miles to the State in April 2022.

The total mileage to report to the State as April 18, 2023, is 560.502 miles.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board adopts a resolution verifying the County-maintained road mileage annually.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to submit the County-Maintained mileage report is a violation of the statute.

FINANCIAL IMPACT:
No financial impact

ATTACHMENTS:
Board Resolution Maint Mileage 2023(DOC)

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

REF ID# 13978

MARIPOSA COUNTY
BOARD OF SUPERVISORS
Resolution Number 23-_____

A Resolution Verifying the County-Maintained Road Mileage.

WHEREAS, Section 2121 of the Streets and Highways Code provides that in April of each year, each County shall submit to the Department of Transportation any additions or exclusions from its mileage of each route added or excluded; and

WHEREAS, the Department of Transportation will certify to the State Controller on April 18, 2023, that the total mileage of maintained county roads in Mariposa County is 560.502, and

WHEREAS, the County finds that the total mileage of maintained County roads remains 560.502 miles;

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of the County of Mariposa, that the total mileage of maintained county roads certified April 18, 2023, remains at 560.502 miles.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 18th day of April 2023, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

Attachment: Board Resolution Maint Mileage 2023 (RES-2023-214 : Resolution Verifying County-Maintained Road Mileage)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-236

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: National Center for Public Lands Counties Budget Action

RECOMMENDATION AND JUSTIFICATION:

Approve a Budget Action Reducing General Fund Contingency for the Requested Contribution to the National Center for Public Lands Counties ($24,689).

Consistent with Board direction, staff paid a requested contribution of $24,688.73 for the National Center for Public Lands Counties to the California State Association of Counties (CSAC) on April 4, 2023. This item adjusts the budget to reflect this payment and ensure sufficient funds are allocated to the appropriate budget lines.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The National Association of Counties (NACo) and California State Association of Counties (CSAC) have proposed to establish the National Center for Public Lands Counties to conduct research, provide public education, and pursue resources and attention for counties with a large quantity of public land. In February 2023, NACo and CSAC requested a financial contribution of $24,688.73 to build an endowment fund that could be used to operate the Center indefinitely.

On March 21, 2023, the Board discussed the establishment of the National Center for Public Lands Counties and the requested contribution. The Board asked staff to clarify the appropriate source of funds for a contribution and report back on April 4.

On April 4, 2023, staff clarified the funding source question and the Board directed staff to proceed with the requested contribution using General Fund Contingency dollars. The invoice for the contribution was processed the same day and paid within 48 hours thereafter.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve or alter the budget action prior to approval. The budget line used to pay the invoice may exceed allocated limits.

FINANCIAL IMPACT:

This action will reduce the General Fund Contingency by $24,689.

ATTACHMENTS:
NCPLC Budget Action (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 5/2/2023 9:00 AM

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0100	60507	Client - Community Partners Contributions		24,689	
1001	0100	92001	Contingency Designation			24,689
				TOTALS	24,689	24,689

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: NCPLC Budget Action (RES-2023-236 : National Center for Public Lands Counties Budget Action)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-215

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Mariposa Safe Families to Provide Home Visiting Program Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mariposa Safe Families to Provide Home Visiting Program Services in an Amount Not to Exceed $395,00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The funds provided to Mariposa Safe Families, Inc. (MSF) under this contract will be for the implementation of a Home Visiting Program in Mariposa County targeting all youth ages newborn-18 years of age. The Families First Prevention Services Act (FFPSA) is federal legislation and funding requiring communities provide in-home, evidence-based practices to decrease child abuse and neglect. MSF will support families with increasing parent knowledge of early childhood development, improve parent practices, provide early detection of developmental delays and health issues, and addressing risk factors such as socioeconomic, family, and child risk factors for child conduct problems; academic failure; depression; and risk for early substance use.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved several agreements with MSF over the past two decades, providing support services pertaining to child welfare and substance abuse prevention.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The funds used for this Agreement must be used for the Home Visiting Program. If this Agreement is not approved, Mariposa County Health and Human Services may have difficulty in finding an alternative to provide effective Home Visiting Program activities.

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

ATTACHMENTS:
MSF FFPSA Agreement 2023v2(PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

AGREEMENT FOR HOME VISITING PROGRAM 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, hereinafter referred to as "County", and Mariposa Safe Families hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on April 1, 2023 through and including April 1, 2026. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Director for Mariposa County Health and Human Services Agency is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform home visiting program 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 $395,000 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.

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful 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 wrongful 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

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mariposa Safe Families
P.O. Box 545
Mariposa, CA 95338

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

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

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.

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Megan Atkinson, Executive Director Mariposa Safe Families
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

Exhibit A
SCOPE OF WORK

The funds provided to Mariposa Safe Families, Inc. (MSF) under this contract will be for the implementation of a Home Visiting Program in Mariposa County targeting all youth ages newborn-18 years of age. It is through the Parents as Teachers evidence-based home visiting program and the Mariposa Safe Families Community Partner program where MSF will support families with increasing parent knowledge of early childhood development, improve parent practices, provide early detection of developmental delays and health issues, and addressing risk factors such as socioeconomic, family, and child risk factors for child conduct problems; academic failure; depression; and risk for early substance use. It is through the home visiting program, where MSF will work with partners to reduce children's conduct, academic, and internalizing problems, and to make improvements in maternal depression, parental involvement, and positive parenting, prevent child abuse and neglect, increase children's school readiness and success. Through the home visiting program MSF will give parents the encouragement they need to help their children develop optimally during the crucial early years of life. The target populations for this program are geared towards families with prenatal-kindergarten aged children, with full family support services as well. There has been a great deal of research in recent years surrounding the effectiveness of home visiting programs and their ability to help strengthen and preserve families.

A.) MSF staff shall complete the Parents as Teachers Affiliate application and submit it by April 01, 2023.

B.) MSF shall complete the following trainings prior to the implementation of the Parents as Teachers Home Visiting Program:

1. Foundational Training
2. Foundational Training II
3. Foundational and Model Implementation Training
4. Trauma Informed Care Training (approved by HHSA)

C.) MSF shall provide the following services to each family upon referral:

1. Upon receipt of a referral from social services, schedule an appointment to meet with the participants and enroll them in the home visiting program.
2. Provide an orientation to the family which includes comprehensive information on what the Parents as Teachers and Community Partner program entails and what a participant can expect once enrolled in the program.
3. Provide the family with a consent form to participate and share information with outside agencies as needed to obtain the best support services.
4. Conduct a family centered assessment of the family.
5. Schedule ongoing home visits with the family; frequency to be determined based on the needs of the family and progression through the materials. All visits will be voluntary and at an agreed upon location (preferably the home where the child resides). Home visits will not be random or unannounced.
6. Administer screening tools via the Parents as Teachers (PAT) model.
7. Work with the family to develop and set goals.

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

8. Address any child development concerns and work with the family on shared goals to strengthen the area of concern.
9. Refer the family to more extensive evaluation and/or support services as needed.
10. Encourage participants to enroll their child in high-quality, early learning.
11. setting, or participate in playgroups or other child enrichment activities as appropriate.
12. Provide resources and referrals to the family for prenatal, infant, and toddler care; Infant and child nutrition; Developmental screening and assessments; Parent education, parent and child interaction, child development and childcare; Job readiness and barrier removal; and, domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.
13. Provide support and mentoring for parents struggling with basic needs.
14. Provide and/or arrange for client transportation to and from appointments and meetings.
15. Provide monetary support for the family's basic needs (groceries, fuel, utility bills, clothing, etc.)
16. Training on the following: CPR/First Aid, CSEC, Mandated Reporter, Trauma Informed Care, Budgeting, etc.
17. Complete Parent and Program Satisfaction Surveys on a quarterly basis and share information with Mariposa HHSA to evaluate successfulness in a mutually agreed method.

D.) Mariposa Safe Families, Inc. shall provide the following:

1. Provide bilingual staff to administer services in a child's or family's native language when needed or preferred.
2. Ensure all home visitors have attended training as required by the Parents as Teachers model certification.
3. Ensure home visitors can provide culturally appropriate services and are trained and certified according to the requirements of the Parents as Teachers Home Visitors Program and have completed a background check.
4. Comply with all requirements of the Parents as Teachers Model to pursue and maintain proper licensing for the Parents as Teachers Curriculum.
5. Provide home visitors with managerial support through bi-monthly meetings and reflective practice supervision.
6. Maintain confidential and electronic records with each family's detailed information and a record of services provided and referrals submitted.
7. Attend monthly staff meetings to support collaboration with partners and services to the family. This will include discussing family progress, additional needs, and recommendations for resources.
8. Participate in integrated training with Mariposa HHSA staff.
9. Ensure that all MSF staff are covered under this contract have signed a confidentiality agreement.

E.) Data Collection and Retention:

1. MSF and Mariposa HHSA shall develop a safe and secure data sharing method.

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

2. MSF and Mariposa HHSA will work together to provide data necessary to administer the program and related to the outcomes of participants and children, including by race, ethnicity, national origin, primary and secondary language, and country.
3. MSF and Mariposa HHSA will work together to include data on program outcomes for the parents and children served in the home visiting program and will be developed in consultation with the stakeholder workgroup.
4. MSF will ensure the personal information of participants and families collected or maintained will be protected against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. Any suspected breach will be reported to Mariposa HHSA immediately.
5. MSF will ensure the personal information of participants and families collected or maintained will be protected against loss, unauthorized access, and illegal use or disclosure, consistent with applicable state and federal laws. Any suspected breach will be reported to Mariposa HHSA immediately.
6. MSF will collect and report data to Mariposa HHSA for the purpose of informing a longitudinal study and evaluation. The information will include but is not limited to:
    - Rates of children receiving developmental screening and referrals for further assessment.
    - Rates of participation in early learning programs.
    - Service referrals by type.
    - Services accessed by type.
    - Number of home visits completed, including data on duration of families' enrollment in home visiting services.
    - Parental satisfaction with their gains in parenting skills and knowledge.
    - Food and housing stability.
    - Workforce training, employment, and financial stability.
    - Participation in educational programs or English as a Second Language programs, or both, if applicable.
    - Child welfare referrals and outcomes.
    - Additional descriptive and outcome indicators, as appropriate.
    - Access to immigration services and remedies.

    *Indicators of home visiting program workforce capacity; including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.

F.) The Mariposa County Health and Human Services Agency shall:

1. Participate in round table discussions and meetings with families enrolled in the Parents as Teachers home visiting program and/or MSF, as requested by MSF.
2. Provide a main HHSA contact representative for Mariposa Safe Families.

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

3. Process invoices from Mariposa Safe Families within 30 days of receipt of approved invoice.
4. Provide Mariposa Safe Families with opportunities to attend trainings and be given any county-assigned free training slots.

Pursuant to 2CFR 180.300 (c) the contractor certifies that they understand suspension and debarment rules and are neither suspended nor debarred from participating in these kinds of transactions.

Contractor certifies, to the best of their knowledge and belief, that they and their principals, affiliates, or any subcontractors utilized under the agreement are not:

- Debarred nor suspended from federal financial assistance programs and activities.
- Proposed for debarment.
- Declared ineligible.
- Voluntarily excluded from participation in covered transactions by any federal department or agency.

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

Exhibit B
COST PROPOSAL

Home Visiting Program

Mariposa Safe Families shall work in cooperation with Mariposa County Health and Human Services Agency – Child Welfare Services to implement a Home Visting Program (Parents as Teachers and Community Partner Program) in Mariposa County. Mariposa Safe Families, Inc. (MSFI) will initiate the Parents as Teachers home visiting program when a referral for services is received by MSF by Child Welfare Services. MSF shall follow the Parents as Teachers Home Visiting guidelines to work with families in need of support.

Upon the receival of the referral from Child Welfare Services or other MSFI partners, Mariposa Safe Families will contact the family referred, complete an assessment of the family's needs. Based on the results of the Parents as Teachers assessment, MSFI will develop a plan for the family and provide support, resources, referrals, and appropriate services to address specific needs that the family may have. These services include but are not limited to connecting the family to medical providers, behavioral health and recovery services, veteran services, parenting support services, and other helpful resources. MSF will provide supplies such as car seats, home safety items, gas and grocery cards, clothing, sanitary items, etc to families in need, to assist them on their journey to prosperity. MSF will conduct home visits where we will help the family work on budgeting, chore routine with kids, cleaning schedules, provide parent education, and other means of support. This will all be done in an effort to prevent child abuse and neglect, increase parent knowledge of early childhood development, improve individual parenting practices, increase children's school readiness and success, provide early detection of developmental delays and health issues and provide early intervention, and lastly to improve the health and well-being of families with young children.

Mariposa Safe Families shall document all details of the Parents as Teachers Home Visiting Program referrals as requested by Mariposa County Health and Human Services and as required by the Parents as Teachers program. MSF shall adhere to the Parents as Teachers model to provide home visiting services.

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

Proposed Budget | Home Visiting Program | April 01, 2023-April 01, 2026

Staff Salaries/Personnel Costs: Staff costs and fringe benefits for the following positions: • One .375 FTE Executive Director • One .50 FTE Lead Prevention Specialist • One .50 FTE Prevention Specialist/Parent Educator • One .50 FTE Parent Educator In addition to the details outlined in the attached scope of work, Mariposa Safe Families staff will attend program related meetings and trainings for Parents as Teachers and the Home Visiting Programs; track staff and parent partner use of time and other data; community relations; marketing of CAPIT/CBCAP/FFPSA programs and services; fiscal management of program expenses; reporting and data tracking; reporting of program information to HHSA analyst or designee; oversight and implementation of CAPIT/CBCAP/FFPSA related programs; conduct presentations to community groups and/or other agencies on CAPIT/CBCAP/FFPSA; organize, coordinate, and assist in program implementation; arrange for meetings and sessions with both clients and partners; provide and/or arrange for staff and community trainings; program data collection, statistics, and other relevant information, curriculum implementation, other.	$208,000.00
Insurance/Liabilities: Workman's compensation, Liability Insurance, Directors', and Officers' Insurance, other liabilities.	$10,000.00
Office Expenses and Supplies: Office related expenses to include but not be limited to: MSF office rent; storage unit rent, paper, ink, writing utensils, copier/printer fees for CAPIT/CBCAP/FFPSA related reporting and marketing, office equip; advertisement and marketing fees; QuickBooks costs and fees; utilities-telephone; internet; propane, other.	$31,216.00
Program Expenses and Supplies: Program related expenses to include but not be limited to: curriculum(s); program related supplies; event supplies, cleaning and sanitizing items, home safety items, home visiting client needs; other.	$44,084.00
Equipment: Computer(s) for documenting home visiting program, data, statistics, and other tracking requirements for the Parents as Teachers Program. Vehicle for transporting families and clients for home visiting program implementation, home visits, meetings, activities, other.	$45,500.00
Travel/Mileage/Vehicle: Mileage and travel costs for program related travel. Vehicle maintenance and upkeep.	$16,000.00
Food Supplies: Program related food/water costs.	$20,200.00
Training: Training costs for MSFI staff, Parent Partners, and other partners collaborating on the Parents as Teachers program.	$20,000.00
TOTAL:	**$395,000.00**

Attachment: MSF FFPSA Agreement 2023v2 (RES-2023-215 : Agreement with Mariposa Safe Families to Provide Home Visiting Program

MARIPOSA COUNTY

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

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handout from Departmental Presentation

- Handout from Wes Smith/OES regarding storm assistance information.

ATTACHMENTS:
Storm Assistance Info. (PDF)

RESULT: INFORMATION RECEIVED

February 21 – Current Winter Storm Assistance

The following are ways residents can get assistance following damage from the February 21 through current Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. Remember to use **DR-4699-CA when requesting assistance through FEMA or the SBA.**

Eligibility note: If anyone in an affected household is a U.S. citizen, non-citizen national or qualified alien (aka a Green Card holder), he or she is eligible to apply for FEMA disaster assistance. If a minor child is eligible by these criteria, even when other members of the family are not, the family can file an application on the child's behalf.

What financial and Direct services might be available:

FEMA's Individual Assistance program (www.fema.gov/assistance/individual/program) is designed to help disaster survivors with basic, critical needs such as a safe, sanitary, and functional place to live during recovery from a disaster. It is not a substitute for insurance coverage, but the assistance can help survivors Jump-start their recovery.

Constituents' Case Details:

In the case of any constituents interested in their application status or registration with FEMA, they should be directed to call 800-621-3362 (TTY: 800-462-7585) or reach us on-line at www.disasterassistance.gov. Remember to use **DR-4699-CA when requesting assistance through FEMA or the SBA.**

Disaster Resource Centers:

North County Location -
Greeley Hill Community Center, 10332 Fiske Rd, Coulterville, CA 95311
Dates: 4/18/2023 through 5/18/2023
Hours: Mondays through Saturdays from 9:00 am to 6:00 pm, closed Sundays
If we have enough demand the center *could* be open longer, however, **we would strongly recommend individuals attend as soon as possible** because it can be a lengthy process to gain assistance.

Mariposa County is currently working with FEMA and CalOES to secure an additional site to host a Disaster Resource Center.

Attachment: Storm Assistance Info. (14122 : Handout from Departmental Presentation)

SBA

Small Business Administration (SBA) Office of Disaster Recovery and Resiliency Economic Injury Disaster Loans

Mariposa County has been named a Primary County following the Presidential Disaster Declaration. Disaster Assistance includes:

- Homeowners may be eligible for a disaster loan of up to $200,000 for primary residence structural repairs or rebuilding. **SBA may also be able to help homeowners and renters with up to $40,000 to replace important personal property**, including automobiles damaged or destroyed in the disaster (Primary Counties Only).
- Businesses of all sizes and private nonprofit organizations may borrow up to $2 million to repair or replace damaged or destroyed real estate, machinery and equipment, inventory, and other business assets (Primary Counties Only).
- For small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private nonprofit organizations of any size, SBA offers Economic Injury Disaster Loans to help meet working capital needs (Primary and Contiguous Counties Only).

More information should be coming soon. But here are some actions you can take now if interested:

- Share the North County Disaster Recourse Center (DRC) information from our Facebook page.
- Share the link www.mariposacountyrecovers.org for assistance and general information.
- Encourage residents and business owners to register with FEMA.
    - They can do this by calling 1-800-621-3362 (TTY: 800-462-7585) or visiting www.disasterassistance.gov. They will want to use the Reference Disaster Number DR-4699.
- If you do not know the answer to a question or there is confusion, please reach out to Wes or me. We are more than happy to help you and the community get accurate information.

Attachment: Storm Assistance Info. (14122 : Handout from Departmental Presentation)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Mariposa Safe Families Annual Update

TITLE OF PRESENTATION:
Receive an Update Regarding Mariposa Safe Families from Megan Atkinson, Executive Director, Mariposa Safe Families, Inc. / Mariposa Child Abuse Prevention Council.

BACKGROUND AND HISTORY:
The Executive Director of the Mariposa Safe Families provides annual updates to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No updates will be provided.

ATTACHMENTS:
Mariposa Safe Families Annual Repot_March 2022 and March 2023 (PDF)

RESULT: INFORMATION RECEIVED

Mariposa Safe Families

Designated Child Abuse Prevention Council for Mariposa County

ANNUAL REPORT

MARCH 2022-MARCH 2023



4983 8TH STREET, MARIPOSA CA 95338 | #209-966-2211

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)



MARIPOSA SAFE FAMILIES

Mission:

Mariposa Safe Families is a trauma informed organization which creates a welcoming environment and provides quality services, activities, and opportunities to empower, strengthen and preserve families and individuals, while nurturing and enhancing the safety and well-being of children.

Vision:

It is the vision of Mariposa Safe Families, Inc. that all children in our community are nurtured by safe and healthy families. We pursue our vision, fulfill our legislative purpose, carryout the child abuse and alcohol & other drug prevention strategic plans, and develop and enhance protective factors in families by serving the community.

MARIPOSA SAFE FAMILIES, INC. (MSF) WAS FOUNDED IN 2003 AS THE DESIGNATED CHILD ABUSE PREVENTION COUNCIL FOR MARIPOSA COUNTY.

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)



DIRECTOR'S STATEMENT

The last year held lots of exciting and inspiring moments Mariposa Safe Families, amidst the trying times which ou community and MSF team members faced first hand. Our MSF team had the honor of supporting survivors of the O Fire from the very first day of evacuations up until early 2023. To say that I am proud of our MSF team is beyond understatement. The extremely long days, emotional moments, navigating services and resources for evacuees and survivors proved the strength of our team. This was a done while we ourselves were evacuated and facing our own hardships. Together, we made it happen and kept ou other programs running smoothly. I could not be any more grateful for a team of hardworking, selfless, determined individuals. In addition to the aforementioned, I am happ to report that the mission and vision of our organization v fulfilled.

When I took over the leadership role at MSF in late 2020, in depth review of MSF was completed. It was after this review where short and long term goals were identified t allow us to best serve Mariposa County. These goals included restructuring and expanding the MSF Family Resource Center, opening a second location for our youth programs, creating and sustaining additional programs to support local parents/guardians and their children, and lastly the goal to be more active as the designated Child Abuse Prevention Council for Mariposa County. In 2022-2023, we made these goals a reality and I am excited to share these milestones with you... it's only the beginning what is yet to come for Mariposa Safe Families!

Megan Atkinson

MEGAN ATKINSON
EXECUTIVE DIRECTOR

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

MEET THE TEAM



Our Mariposa Safe Families team is comprised of four dedicated team members and 8 volunteers who make up our MSF Board of Directors.

Pictured from left to right:

Heather Livingston ~ Youth Coordinator II

Megan Atkinson ~ Executive Director

Dani Osenbaugh ~ Lead Prevention Specialist I

Donna Santi ~ Lead Prevention Specialist II

We are excited to announce that we will be adding three new members to our team in April/May 2023!

MSF Board of Directors:

Chelsea Henderson - Chair

Athena Land - Co Chair

Gwen Nitta - Secretary

Christene Scott - Treasurer

Lori Vegely - Member

Branden Roberson - Member

Lester Bridges - Member

Connie Pearce - Member

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

Mariposa Safe Families empowers individuals, families and children to enhance their lives and overall well being while discovering their own strengths and giving hope through relationships and authentic caring.

AFTER SCHOOL PROGRAMS
CPR FIRST AID TRAINING
EXCEPTIONAL CHILDREN SERVICES
COMPUTER LAB
CHILD ABUSE PREVENTION COUNCIL
LENDING LIBRARY
FRIDAY NIGHT LIVE (FNL)
SUBSTANCE ABUSE PREVENTION
MANDATED REPORTER TRAINING
COMMUNITY SUPPORT AND EVENTS
YOUTH PROGRAMS
COMMUNITY OUTREACH
FAMILY ENRICHMENT
INFORMATION & REFERRAL SERVICES
PARENT SUPPORT GROUPS
AND MORE!
YOUTH EMPOWERMENT CENTER





FAMILY RESOURCE CENTER

Mariposa Safe Families

Mariposa Safe Families is a trauma informed organization which creates a welcoming environment and provides quality services, activities, and opportunities to empower, strengthen and preserve families and individuals, while nurturing and enhancing the safety and well-being of children.

CONTACT US FOR MORE INFORMATION:

209-966-2211 | www.mariposasafefamilies.org

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

FAMILY RESOURCE CENTER (FRC)









Mariposa Safe Families, Inc. is a Family Resource Center for Maripo County. MSF provides resource and referral information for local agencies and organizations which include, but are not limited to: Mariposa County Health and Human Services Agency, Mariposa County District Attorneys Office, Mariposa County Superior Cour Mariposa County Victim Witness, The Heritage House, Local Law Enforcement, Mariposa County Probation Dept., Mother Lode Jo Training, CASA, ICES, Mountain Crisis Services, Medical, dental mental health service providers, among many others!

Trainings:

Mandated Reporter, Shaken Baby Syndrome, Parent Partner, Training, Community Partner Training, Free Tax Preparation Guid CPR/First Aid, and others.

Free Computer Lab

WiFi, Printing Capabilities, Resume Building

Workshops available at various times of the year:

Nutrition, Computer, Tax Preparation, Parenting Classes.

Lending Library:

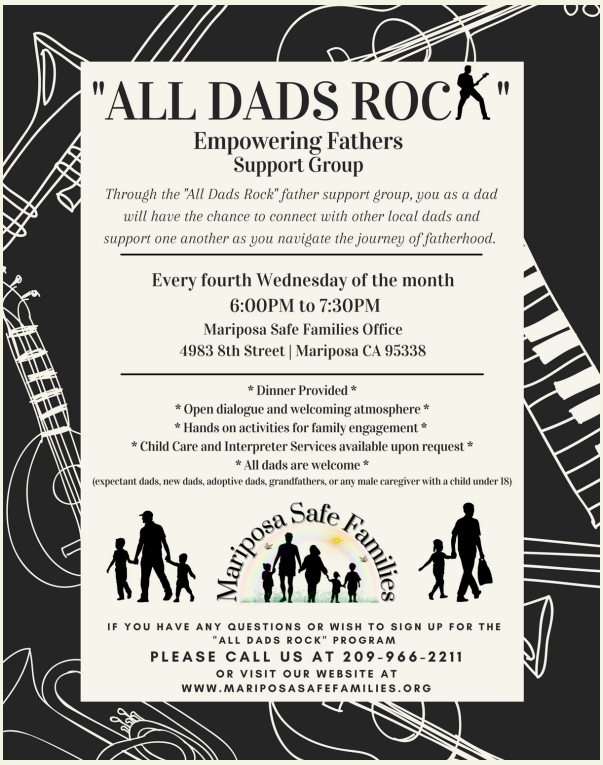
Free reading material, books, and learning activities for children!

MSF also offers commodities for Mariposa County residents.

Between March 2022 & March 2023, we assisted 542 Mariposa County residents through our FRC.

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

FAMILY RESOURCE CENTER (FRC) (CONTINUED)



The ADR Father Support group served 12 local fathers between March 2022 & March 2023



Our MSF Play it Forward Program provided sports gear to 17 local youth between March 2022 & March 2023



The MEMS program served 11 local moms between March 2022 & March 2023

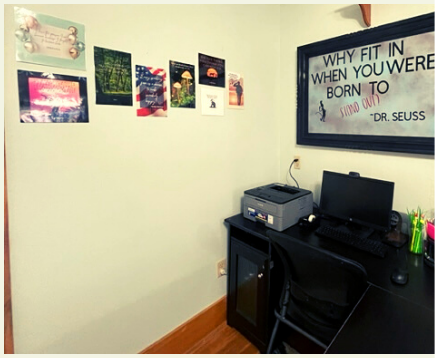
All programs are active and continue to support local families. ♡

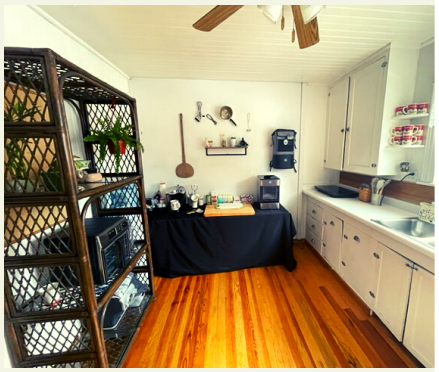
Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

YOUTH EMPOWERMENT CENTER (YEC)









In September 2022, after an extensive search for the right location for our Youth Empowerment Center, we secured the perfect spot right next to our Mariposa Safe Families FRC! In November 2022, we officially opened our Youth Empowerment Center and welcomed local youth to a safe, comfortable, healthy environment free of substances, where they can be themselves, get creative, engage in natural highs, fun activities, life skills, and hold meetings for their Friday Night Live, Club Live, and the Youth Advisory Groups.

Our Youth Empowerment Center welcomed over 200 plus youth since opening our doors in November 2022. On Tuesdays and Thursdays we hold our "After School Matters" (ASM) sessions from 2:45pm-4:45pm. "Grizzly Friday Morning Mingles" take place on Friday mornings where MCHS students gather for breakfast, games, other activities, and to mingle on their late start days. On Monday, Wednesday and Fridays (and some weekends!) the YEC is open for all other youth programming.





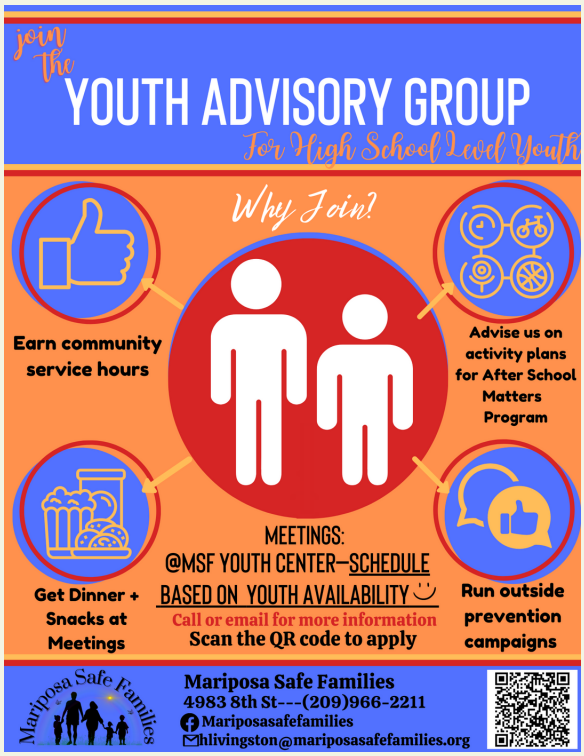




Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

YOUTH EMPOWERMENT CENTER PROGRAMS

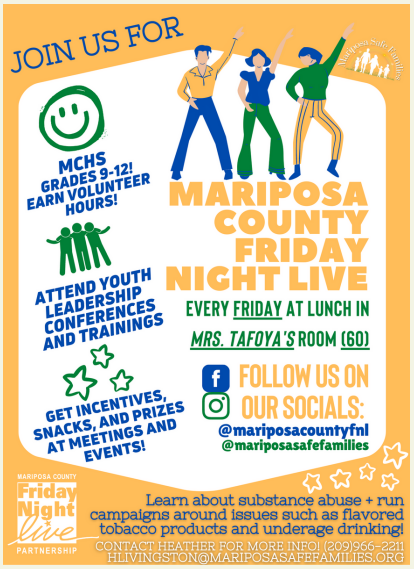












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CLUB LIVE®

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

YOUTH EMPOWERMENT CENTER (CONTINUED)





















Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

A SPECIAL COLLABORATION OF SERVICES THROUGH "LITTLES FAMILY RESOURCE CENTER"





In June 2022, Mariposa Safe Families was awarded a grant through the Merced County Office of Education to serve children 0-3 years of age with disabilities and their families. Within the Youth Empowerment Center we have our "Littles FRC" where children with disabilities and their families can come to receive services and supports. These services include but are not limited to: Lending library comprised of educational materials on disabilities, special needs, navigating resources and serve as a resource of information for parents; interactive children's games, sensory toys and items, as well as other materials on parenting children with special needs and preparing their children for school and navigating the Special Education Department and IEP services. Between March 2022 and March 2023 we assisted 10 local families through the "Littles FRC."







Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

OAK FIRE SUPPORT

THROUGH OUR FRC

On July 23, 2023, just three short days after our MSF Fire Safety Month Event, our MSF team mobilized to sup rt those impacted by the Oak Fire. The dangers and negative impacts associated with a wildfire were so fresh in minds, we knew that we had to do whatever we could to be there for our families suffering during this incider On July 23rd, we opened our Family Resource Center and provided basic essentials and commodities to evacu which included fuel and grocery vouchers to evacuees who were temporarily displaced and lost their food due to e extended power outage. We really had no idea the amount of people that we would end up serving during th time, nor did we anticipate the wreckage that the Oak Fire would leave in its path.

Our MSF team worked tirelessly to provide additional support and resources to local families who suffered prop y loss due to the Oak Fire. These supports included providing clothing, household items, food, cleaning supplies, s clothing, toys, school supplies, grocery cards and fuel vouchers, and other emergent needs. There were months late late nights, voluntarily sitting with families and just being listening ear, organizing donations, documenting e services, coordinating drop off and pick up of supplies, and working closely with our partners to provide the b care and support we possibly could. Within the first week of providing support, we received donations to keep support going. There were monetary donations received and an abundance of commodity donations (everythi from personal hygiene items, diapers, wipes, cleaning supplies, personal care items, etc.)








In July 2022, MSF partnered with Arborworks and Pioneer Market to distribute $20,000 in grocery cards to th impacted by the fire. In August, MSF teamed up with the Mariposa Madera VOAD and New Life Christian Fellowship to host a donation center. It was through the donation center where Oak Fire survivors had the opportunity to come and get whatever they were in need of and get additional information on support availab Dolce Vita donated meat for families coming to the New Life Donation Center.














Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

OAK FIRE SUPPORT

(CONTINUED)

In September 2022, MSF teamed up with Miners Roadhouse, Sierra Shadow Casters, the Mariposa Lions Club, and th Masons of California for the "Mariposa Oak Fire Survivor Fundraiser." All funds raised went to the Oak Fire survivors f their unmet needs. Also in September 2022, we partnered with Bootjack Fire Auxillary and the community at large to sponsor a "Oak Fire Support Benefit Yard Sale" where we accepted donations of everything from clothing, tools, kids to home goods, furniture, bedding, among so much more. We hosted one day for fire survivors to come to the Bootjack F house and take whatever they were in need of. The next day, we opened it up to the public and all proceeds from the d went to the Oak Fire survivors.













In late November 2022 MSF teamed up with the Mariposa County Disaster Relief Services (MCDRS) who raised $19,000.00 to a t local Mariposa families impacted by the Oak and Aqua Fires. Being that we had worked with over 70 families who lost their hor MCDRS entrusted MSF to identify families in most need to be gifted $1,000.00 check. MSF has the pleasure of distributing these cks to 19 families in mid December 2022 and we are forever grateful to MCDRS for their amazing support of our local families.






We worked closely with other organizations and individuals and we owe them a tremendous amount of thanks! This includes Foste ue Value, Tequila Cafe of Atwater, Ranch Fence, Catholic Charities of Fresno, Mr. John Zachary, E Clampus Vitus Matuca Chapter 1 , E Clampus Vitus Grub Gulch, Ulta Beauty, Ryan McKeon and the Yosemite Hospitality, Sharon McKeon, the Hope House of Brent od, along with every person who donated through our Oak Fire Support ~ Amazon wishlist. Without the care, love, and support of th individuals and organizations, MSF could not have done what we did to support our local families.

Mariposa Safe Families supported over 225 local families who were evacuated and over 70 families who suffered property los





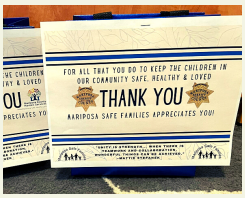
Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

CHILD ABUSE PREVENTION COUNCIL (MARIPOSA CAPC)

The mission of the Mariposa CAPC is to promote safe and healthy families and prevent child abuse in Mariposa County by guiding effective prevention efforts and strategies and advocating for a coordinated community response.

In April 2022, MSF presented the Mariposa county board of supervisors with the follov g proclamations:

- Child Abuse Prevention Month
- Alcohol Awareness Month

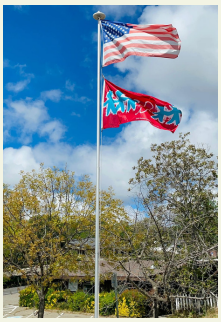







In addition to presenting and speaking on the proclamations, MSF coordinated events around e n of these topics and involved community members as well.

On April 22, 2022, MSF coordinated the "Children's Memorial Flag Raising Ceremony" where remembered all children who have lost their lives due to child abuse and/or neglect.


In October 2022, MSF presented the Mariposa County board of supervisors with the Red Ribb Week (RRW) proclamation, in cooperation with local law enforcement. MSF sponsored RRW activities throughout Mariposa and our Mariposa Schools.

Mariposa safe families utilized MSF social media platforms and website to bring awareness to child abuse and maltreatment prevention.

MSF coordinated Family Enrichment Activities throughout Mariposa County in 2022-2023 an worked with our local partners to bring awareness to child abuse and neglect, mandated reporti , and that when you see something, say something!

In February 2023, MSF entered into an MOU with Mariposa County Health and Human Servic Agency, Valley Children's Hospital, Mariposa County District Attorneys Office, Mariposa Cour Sheriff's Office for the Mariposa County Child Death Review Team (CDRT). The CDRT revie child deaths of all children ages birth-17 years of age that occurred in Mariposa County.

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)







Annual "Back to School" Event









MSF and partners provided backpacks and school supplies to ove

325 Mariposa County students!!

Every year, MSF, Mariposa Health and Human Services, and John C. Fremont Hospita sponsors the Mariposa County "Back to School Event." This event is held annually a coup weeks before the start of school. We invite our partner agencies and organizations to join with a booth at the JCF Hospital front lawn for our south county event and at several locat s north county. Each booth provides school supplies to local students returning to school!

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

MSF SPONSORED~COMMUNITY EVENTS
(CONTINUED)







Annual "Safe at Home" Event
A Family Fun Fair

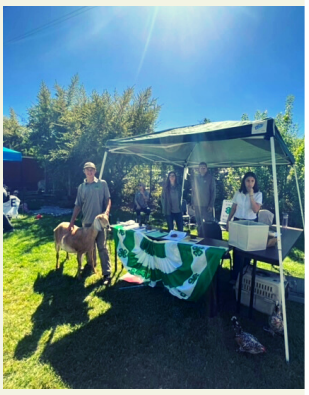
















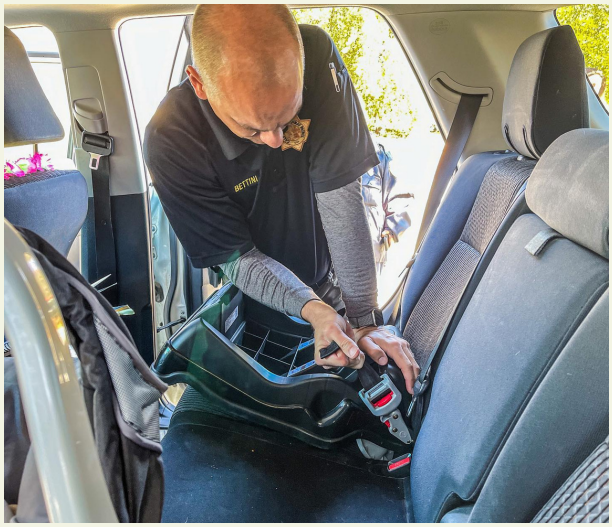




Annually ~ on the weekend prior to the Easter Holiday, MSF sponsors our annual "Safe at Home" family fun fair at the Mariposa Fairgrounds. We invite our partner agencies and organizations to join us in bringing awareness to the services, programs and resources available to our local community. We have fun games, giveaways and each booth has an activity for the attendees.
In 2022, we have over 200 community members attended the SAH even and over 20 partner agencies and organizations joined us!

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)





Car Seat Safety Check's with CHP!



Annually, in February/March MSF teams up with the California Highway Patrol (CHP) to educate the public and community on car seat safety. The event is held at the MSF office and CHP provides new car seats to parents in need of them on top of educating them on the safety components to keeping their children safe. In March 2023, MSF and CHP decided to make this event a monthly event at MSF rather than just once a year. We are looking forward to bringing this educational event to our community more often.



Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

MSF SPONSORED-COMMUNITY EVENTS (CONTINUED)







"Cookies and Cocoa with Santa" Event!





















Annually, in December MSF sponsors "Cookies and Cocoa with Santa" at the Mariposa Safe Families office. 2022 was our second year sponsoring this event and let us tell you that it was AMAZING! Over 80 families joined us for cookies, hot cocoa, coffee, letters to Santa, Christmas crafts and getting into the Christmas spirit by taking photos with Santa himself. We look forward to hosting this event every December for our local families.

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

ENHANCING OUR KNOWLEDGE...

Our MSF team members remain trained on the following:

Youth Mental Health First Aid
Adult Mental Health First Aid
Commercial Sexual Exploitation of Children (CSEC)
Human Trafficking
Cultural Responsiveness
Mandated Reporter for Child Abuse Reporting
Trauma Informed Care
Narcan (Naloxone) Administration
Healing Centered Engagement (YC)
CPR/First Aid
Strategies for Compassion Fatigue and Secondary Traumatic Stress
Understanding Compassion Fatigue and Secondary Traumatic Stress
Leadership and Development
Child Trauma
Safe Sleep Training
Child Abuse and Neglect Mandated Reporter/Community Reporter
(preventing abuse and protecting families)

Our MSF team continues to develop personally and professionally in an effort to best serve our local community. This will be done through continued training, cross collaboration and expanding on our existing education.



"There are five important things for living a successful and fulfilling life: never stop dreaming, never stop believing, never give up, never stop trying, and never stop learning."

~ Roy Bennett

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

WHAT IS NEXT? LETS TALK GOALS..!

April 2023 ~ Enter into an agreement with Mariposa Health and Humar Services to implement the Parents as Teachers Home Visiting Program Parents as Teachers builds strong communities, thriving families and children who are healthy, safe, learning and ready for school. Mariposa Safe Families looks forward to serving our local families through the home visiting program.

April 2023 ~ Begin our "Special Collaboration" of services program serving special needs children and their families. This program allows for all children to feel included and a part of something bigger.

2023/2024 ~ Expand our current services to be more inclusive of al families in Mariposa County.

2023/2024 ~ Expand our current youth services by providing additiona supports, programs and services to empower local youth to be the best version of themselves.



Thank you and we look forward to continuing to serve Mariposa County as the Designated Child Abus Prevention Council through our Family Resource Center and Youth Empowerment Center in the years to c me!

Attachment: Mariposa Safe Families Annual Repot_March 2022 and March 2023 (13932 : Mariposa Safe Families Annual Update)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-216

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: AT HOME Support Resolution

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution in Support of the California State Association of Counties' AT HOME Plan to Address Homelessness

California has had the largest homeless population in the United States for more than a decade. As of 2022, 30% of all people in the United States experiencing homelessness resided in California, including nearly half of all unsheltered people (Public Policy Institute of California Blog, February 21, 2023). Despite a large and growing homeless population in urban and rural areas across the state, California does not have a comprehensive, holistic plan to address homelessness. The AT HOME plan proposes to change that by establishing clear responsibilities, strong accountability, and sustainable funding for all levels of government.

California's counties, represented by the California State Association of Counties (CSAC), have created the 'AT HOME' Plan to address homelessness equitably and effectively. AT HOME's six pillars are:

- Accountability: Clear responsibilities aligned to authority, resources, and flexibility for all levels of government
- Transparency: Integrate and expand data to improve program effectiveness
- Housing: Increase and maintain housing units across the spectrum
- Outreach: Develop sustainable outreach systems and increase workforce
- Mitigation: Strengthen safety net programs
- Economic Opportunity: Create employment and education pathways, as well as supports for basic needs

The six-pillar AT HOME plan includes broad goals and specific policy proposals to improve the way California collectively responds to those who are unhoused or at risk of becoming unhoused. The proposal invites federal, state and local partners to work

together to implement a comprehensive roadmap to reduce and mitigate homelessness in California and its individual communities.

This item would indicate Mariposa County is supportive of the AT HOME plan, which support would be relayed to state officials and the public.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 5, 2018, the Board proclaimed a shelter crisis local emergency.

On August 20, 2019, the Board approved Resolution 2019-482, a letter of support for legislation that would provide resources for homelessness services.

On March 10, 2020, the Board approved Resolution 2020-103, a letter requesting federal resources for homelessness services.

The Board regularly approves agreements for homelessness services and an annual legislative platform requesting federal services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will not relay support for the At HOME plan.

ATTACHMENTS:
2023.04.18 AT HOME Support Resolution (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Danette Toso, District III Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

Resolution in Support of the CSAC 'AT HOME' Plan

WHEREAS, homelessness is an urgent humanitarian crisis with an estimated 172,000 unsheltered individuals across California; and

WHEREAS, the undertow of massive economic and systemic inequities, as well as a tangled web of decisions made by well-intentioned policies and programs built over decades, continues to stymie efforts to support those who are unhoused or at risk of becoming unhoused; and

WHEREAS, unlike other areas of government such as education, child welfare, infrastructure and many other policy areas, California lacks a comprehensive plan to address those who are unhoused and at-risk of becoming unhoused effectively and equitably; and

WHEREAS, the current approach to addressing homelessness is fragmented and lacks clear lines of responsibility, accountability and sustainability; and

WHEREAS, to make meaningful progress in helping those who are unhoused and housing insecure, the California State Association of Counties (CSAC) offers a first-of-its-kind comprehensive approach to address homelessness known as the AT HOME plan; and

WHEREAS, the six pillars of AT HOME stand for Accountability, Transparency, Housing, Outreach, Mitigation, and Economic opportunity; and

WHEREAS, the AT HOME plan includes broad goals and specific policy proposals to ensure clear lines of responsibility and accountability for every level of government and improve the way California collectively responds to those who are unhoused or at risk of becoming unhoused; and

WHEREAS, AT HOME elevates homelessness as an important shared California priority, similar to the way education, child welfare, infrastructure, etc. are prioritized; and

WHEREAS, AT HOME provides a comprehensive roadmap to reducing and mitigating homelessness; and

WHEREAS, counties run or administer most health and human services programs on behalf of the state and federal government; and

WHEREAS, these programs include CalWORKs, Medi-Cal, mental health and substance use disorder services, In-Home Supportive Services, Child Welfare Services, Adult Protective Services, and CalFresh; and

WHEREAS, California's counties are at the frontlines of these crucial safety net programs; and

THEREFORE, BE IT RESOLVED that the County of Mariposa supports the CSAC AT HOME Plan;

BE IT FURTHER RESOLVED, that the County of Mariposa will join a growing coalition of local government, public safety, social justice, health, labor, housing, community and other organizations throughout the state in support of AT HOME.

Attachment: 2023.04.18 AT HOME Support Resolution (RES-2023-216 : AT HOME Support Resolution)

PASSED, APPROVED, AND ADOPTED this 18th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: 2023.04.18 AT HOME Support Resolution (RES-2023-216 : AT HOME Support Resolution)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Resolution of Intention to Purchase Property in Yosemite West

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Intention to Purchase Approximately 70.1 Acres of Real Property at 7168 and 7170 Yosemite Parkway in Yosemite West, California, on Behalf of the Yosemite West Maintenance District by Lot Line Adjustment; and Authorize the Clerk of the Board to Publish Notice of Intention to Purchase Real Property, setting June 6, 2023 as the Date for the Board to Consider the Purchase - Sale Agreement.

The Yosemite West Maintenance District, a dependent district of Mariposa County, is in need of additional land to expand a spray field and establish an additional well. This action would give Board approval to publish notice of intent to purchase an additional 70.1 acres from a adjacent parcels owned by Yosemite Henness Ridge, LLC, at a cost of $130,000. Grant applications to implement the desired utility improvements are pending completion of this process.

Approval of the resolution of intention would begin a required public noticing period. Final approval of the transaction would come before the Board on June 6, 2023. Upon approval, the lot line adjustment process will still need to be completed. The targeted date to close escrow would be June 19, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has been aware of the need for additional property for the Yosemite West Maintenance District for several years. Conversations with Yosemite Henness Ridge, LLC, about acquiring property adjacent to the existing utility facilities began in June 2017.

Periodic closed sessions have been held since 2017 to provide updates to the Board and negotiate the terms of the agreement. American Recovery Plan Act (ARPA) funds were allocated in June 2022 to cover this purchase. A lot line adjustment application was submitted in November 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this resolution. The County will not buy this property or staff will require additional direction.

ATTACHMENTS:
Yosemite West Resolution of Intention (DOCX)
Yosemite West Notice of Intent(DOCX)
Yosemite West Purchase and Sale Agreement (DOCX)
Exhibit A (PDF)
Exhibit B (PNG)
YW LLA Application (PDF)

RESULT: WITHDRAWN

MARIPOSA COUNTY

RESOLUTION NUMBER 23-_____

RESOLUTION OF INTENTION TO PURCHASE REAL PROPERTY IN YOSEMITE WEST

WHEREAS, seller is the owner of that certain real property consisting of approximately 298.7 acres located at 7168 and 7170 Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Numbers 006-070-038, 006-070-035, and 006-070-031, and described more fully in Exhibit "B" attached hereto ("the Parcel"); and

WHEREAS, buyer is the owner of certain real property consisting of approximately 10 acres located at 7168A Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Number 006-070-030; and

WHEREAS, buyer desires to purchase approximately 70.1 acres of the Parcel by lot line adjustment, described more fully in Exhibit "A" attached hereto ("the Property"), for the purpose of expanding a utility spray field, establishing an additional well, and other uses related to the operation of the Yosemite West Maintenance District water and wastewater facilities; and

WHEREAS, buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth herein.

NOW THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors:

1. Intends to purchase the Property at a price of $130,000; and
2. Authorizes the Clerk of the Board to publish the attached Notice of Intention to purchase real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063; and
3. Sets June 6, 2023, at 9:00 a.m. or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street in Mariposa, as the time and place to conduct a public hearing to consider the purchase.
4.

ON MOTION BY Supervisor _____, seconded by Supervisor_____, this resolution is duly passed and adopted this 18th day of April, 2023, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Yosemite West Resolution of Intention (14003 : Resolution of Intention to Purchase Property in Yosemite West)

NOTICE OF INTENTION TO SELL REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to purchase 70.1 acres of the following real properties by lot line adjustment:

Address: 7168 and 7170 Yosemite Parkway in Yosemite West, California
APNs: 006-070-038, 006-070-035, and 006-070-031
Size: 70.1 acres
Location: Adjacent to the Yosemite West Maintenance District facilities in Yosemite West, California
Seller: Yosemite Henness Ridge, LLC
Price: $130,000

The Mariposa County Board of Supervisors intends to purchase the real property in accordance with the terms and conditions set forth in the Purchase and Sale Agreement. A public hearing to consider the purchase will be held on June 6, 2022, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA).

Attachment: Yosemite West Notice of Intent (14003 : Resolution of Intention to Purchase Property in Yosemite West)

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Agreement") is entered into this 18th day of April 2023, by and between the County of Mariposa, a political subdivision of the State of California ("Buyer"), and Yosemite Henness Ridge, LLC ("Seller"), and is predicated on the following facts:

RECITALS

Seller is the owner of that certain real property consisting of approximately 298.7 acres located at 7168 and 7170 Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Numbers 006-070-038, 006-070-035, and 006-070-031, and described more fully in Exhibit "B" attached hereto ("the Parcel").

Buyer is the owner of certain real property consisting of approximately 10 acres located at 7168A Yosemite Parkway in Yosemite West, California, commonly known as Assessor's Parcel Number 006-070-030.

Buyer desires to purchase approximately 70.1 acres of the Parcel by lot line adjustment, described more fully in Exhibit "A" attached hereto ("the Property"), for the purpose of expanding a utility spray field, establishing an additional well, and other uses related to the operation of the Yosemite West Maintenance District water and wastewater facilities.

Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

4. **PURCHASE PRICE.**

In consideration for the Property transfer from Seller to Buyer, and in recognition of the public purpose served by this transfer, Buyer and Seller agree as follows:

A. The purchase price for the property shall be $130,000.

B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be: Intercounty Title in Mariposa, CA

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around June 19, 2023.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

   i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

a. A preliminary report issued by Escrow Holder with respect to the Property; and
b. Legible copies of all documents referred to in such preliminary report.

Buyer will obtain Title Documents from Escrow Holder. If Seller has Title Documents referenced in the preliminary title report, they will be provided upon request.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Approval of Lot Line Adjustment: The lot line adjustment will be subject to the same review as any similar lot line adjustment. Approval or rejection of the application will be made at the discretion of the planning department director or, at his discretion, the Mariposa County Planning Commission.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

iii. Approval of the County Board of Supervisors: The purchase of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

iv. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

BUYER:

Robert Shawver
Yosemite Henness Ridge, LLC

SELLER:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
Mariposa County Counsel

Attachment: Yosemite West Purchase and Sale Agreement (14003 : Resolution of Intention to Purchase Property in Yosemite West)

March 22, 2023
Transfer YHR LLC to Mar. Co.
Por. APN 006-070-038

Exhibit "A"

All that real property being a portion of that certain parcel of land described in the document recorded as Doc. #2017-3765, Mariposa County Official Records, situated in a portion of Sections 23 and 24, Township 3 South, Range 20 East, M.D.M. in the State of California, County of Mariposa described as follows:

COMMENCING at the Quarter Corner common to said Sections 23 and 26 of said Township 3 South, Range 20 East, M.D.M., being marked with a 5/8" rebar, tagged LS 8393 as shown on that certain map entitled "Record of Survey for Yosemite West Associates & Yosemite Highlands, Inc.", recorded October 10, 2017, in the Book of Maps at page 2978, Mariposa County Records; thence N.67°26'44"E. 1006.80 feet to the westerly boundary of that certain Parcel of land described in the Certificate of Compliance Document recorded as Doc. #2016-3186, Mariposa County Official Records; thence along said westerly boundary N.28°31'38"W. 128.69 feet to the POINT OF BEGINNING being marked with a 5/8" rebar, tagged LS 8393; thence from said POINT OF BEGINNING, leaving said westerly boundary, WEST 523.79 feet to a 5/8" rebar, tagged LS 8393; thence parallel to the west line of the southeast one-quarter of said Section 23, N.00°37'39"W. 1,152 feet more or less to the centerline of an existing dirt road; thence easterly along said dirt road centerline 3,270 feet more or less to a point which bears N.63°24'09"E. 3,494.35 feet from the said Quarter Corner common to said Sections 23 and 26; thence leaving said dirt road centerline, S.84°43'35"E. 245 feet more or less to the centerline of Indian Creek; thence southeasterly along said Indian Creek centerline 1,300 feet more or less to the intersection with the westerly boundary of that certain Parcel of land described in the Certificate of Compliance Document recorded as Doc. #2015-1850, Mariposa County Official Records; thence southerly and westerly along the boundary thereof the following two courses, S.02°00'27"E. 520.13 feet to a 5/8" rebar, tagged LS 4298; thence S.89°02'35"W. 1633.49 feet to a 5/8" rebar, tagged LS 8393, being a point on the easterly boundary of that said Parcel of land described in the Certificate of Compliance Document recorded as Doc. #2016-3186, Mariposa County Official Records; thence along said boundary the following eleven (11) courses, N.26°39'36"W. 263.78 feet to the Southeast corner of the parcel of land conveyed to Mariposa County, Yosemite West Maintenance District, dated March 29, 1982 and recorded September 23, 1982 in Vol. 241 of Official Records at page 454; thence along said parcel boundary the following two courses, S.89°33'07"W. 872.03 feet; thence N.00°03'47"W. 500.86 feet; thence leaving said parcel, N.00°27'13"W. 44.99 feet to the Southeast corner of the parcel of land conveyed to Yosemite West Maintenance District recorded July 25, 1989 as Document No. 893675, Mariposa County Official Records; thence along the Southerly boundary of said parcel the following five courses, S.86°05'46"W. 413.60 feet; thence S.77°29'17"W. 209.18 feet; thence S.51°40'58"W. 181.60 feet; thence S.31°37'01"W. 295.00 feet; thence S.35°22'49"W. 25.04 feet; thence leaving said parcel boundary, S.35°22'49"W. 148.35 feet; thence S.18°43'31"W. 272.69 feet to the POINT OF BEGINNING.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GRID DISTANCES, TO COMPUTE GROUND DISTANCES MULTIPLY BY THE COMBINED SCALE FACTOR OF 1.0003399.

EXCEPTING THEREFROM
All that parcel of land conveyed to Mariposa County, Yosemite West Maintenance District, dated March 29, 1982 and recorded September 23, 1982 in Vol. 241 of Official Records at page 454, described therein as follows:

A parcel of land situated in a portion of Section 23 and 24, Township 3 South, Range 20 East, M.D.M., said parcel being more particularly described as follows:

Beginning at the Southeasterly corner of said Section 23 and the Southwesterly corner of Section 24; thence North 39° 47' 11" West 986.96 feet to the True Point of Beginning; Thence from said Point of Beginning, North 494.30 feet to the Southwesterly corner of the 7.18 acre parcel currently used as a sewage treatment plant and garbage disposal site; Thence from said corner along the Southerly line of said 7.18 acre parcel, South 84° 10' East 386.00 feet; thence North 61° 45' East 242.00 feet; thence South 71° 35' East 290.00 feet to the Southeasterly corner of the aforementioned 7.18 acre parcel; thence from said corner, South 478.00 feet to a point which is North 17° 36' 39" East 795.71 feet from the said Southeasterly corner of Section 23; thence from said point which is the Southeasterly corner of this described parcel, Westerly along the Southerly line of this described parcel, West 872.32 feet to the true point of beginning.

Said parcel contains 435,600 square feet, or 10.00 acres, more or less

Attachment: Exhibit A (14003 : Resolution of Intention to Purchase Property in Yosemite West)

Grantor hereby reserves a roadway easement and utility easement across the Northerly line of said described lands to a width of 60 feet.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON RECORD DATA AND AREA ASSUMED TO BE GROUND MEASUREMENTS.

ALSO EXCEPTING THEREFROM

The parcel of land conveyed to Yosemite West Maintenance District recorded July 25, 1989 as Document No. 893671, Mariposa County Official Records, described therein as follows:

Commencing at the west quarter section corner of said Section 24, as said point is delineated on that certain map entitled "Record of Survey for Warren A. Raddatz", recorded November 8, 1979, in the Book of Maps at page 2044, Mariposa County Records, said point being marked with a 1-1/2" brass cap stamped "T3S R20E 23/24 1/4 COR", set in concrete on a bed rock slab; thence South 31° 32' 17" East, 1462.93 feet to the true point of beginning for this description. Thence North 44° 45' 32" East, 55.00 feet; thence South 45° 14' 28" East, 55.00 feet; thence South 44° 45' 32" West, 55.00 feet; thence North 45° 14' 28" West, 55.00 feet to the point of beginning; said point being the terminus of this description, containing 0.0694 acres, more or less.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON RECORD DATA AND AREA ASSUMED TO BE GROUND MEASUREMENTS.

ALSO EXCEPTING THEREFROM

The parcel of land conveyed to Yosemite West Maintenance District recorded July 25, 1989 as Document No. 893675, Mariposa County Official Records, described therein as follows:

Commencing at the east quarter section corner of said Section 23, as said point is delineated on that certain map entitled "Record of Survey for Warren A. Raddatz", recorded November 8, 1979 in the Book of Maps at page 2044, Mariposa County Records, said point being marked with a 1-1/2" brass cap stamped "T3S R20E 23/24 1/4 Cor", set in concrete on a bed rock slab; thence South 22° 09' 55" West, 1430.79 feet to the true point of beginning for this description, said point being at the intersection of the centerline of an existing access road with the westerly boundary of the existing Sewage Treatment Plant and Garbage Disposal Site Easement, in favor the County of Mariposa, as recorded on August 1, 1967, in Volume 105 at page 612, Mariposa County Records. Thence North 00° 00' 00" East, 375.00 feet; thence North 90° 00' 00" West, 932.35 feet; thence South 00° 00' 00" West, 824.10 feet to the centerline of the aforementioned existing access road; and running thence along the centerline of said access road the following courses and distances: North 35° 49' 41" East, 24.47 feet; thence North 32° 03' 53" East, 295.10 feet; thence North 52° 07' 50" East 181.66 feet; thence North 77° 56' 09" East, 209.26 feet; thence North 86° 41' 10" East, 414.02 feet to the point of beginning; said point being the terminus of this description, containing 10.00 acres more or less.

BEARINGS AND DISTANCES LISTED WITHIN THIS EXCEPTION ARE BASED ON RECORD DATA AND AREA ASSUMED TO BE GROUND MEASUREMENTS.

The herein above described property contains approximately 70.1 acres (calculated from record data) and is subject to any easements or rights-of-way of record or legally acquired.

END OF DESCRIPTION

This description was prepared by me or under my direction.

March 23, 2023
Date

Nicholas A. Vanlandingham

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
P.L.S. 8393
STATE OF CALIFORNIA

Attachment: Exhibit A (14003 : Resolution of Intention to Purchase Property in Yosemite West)

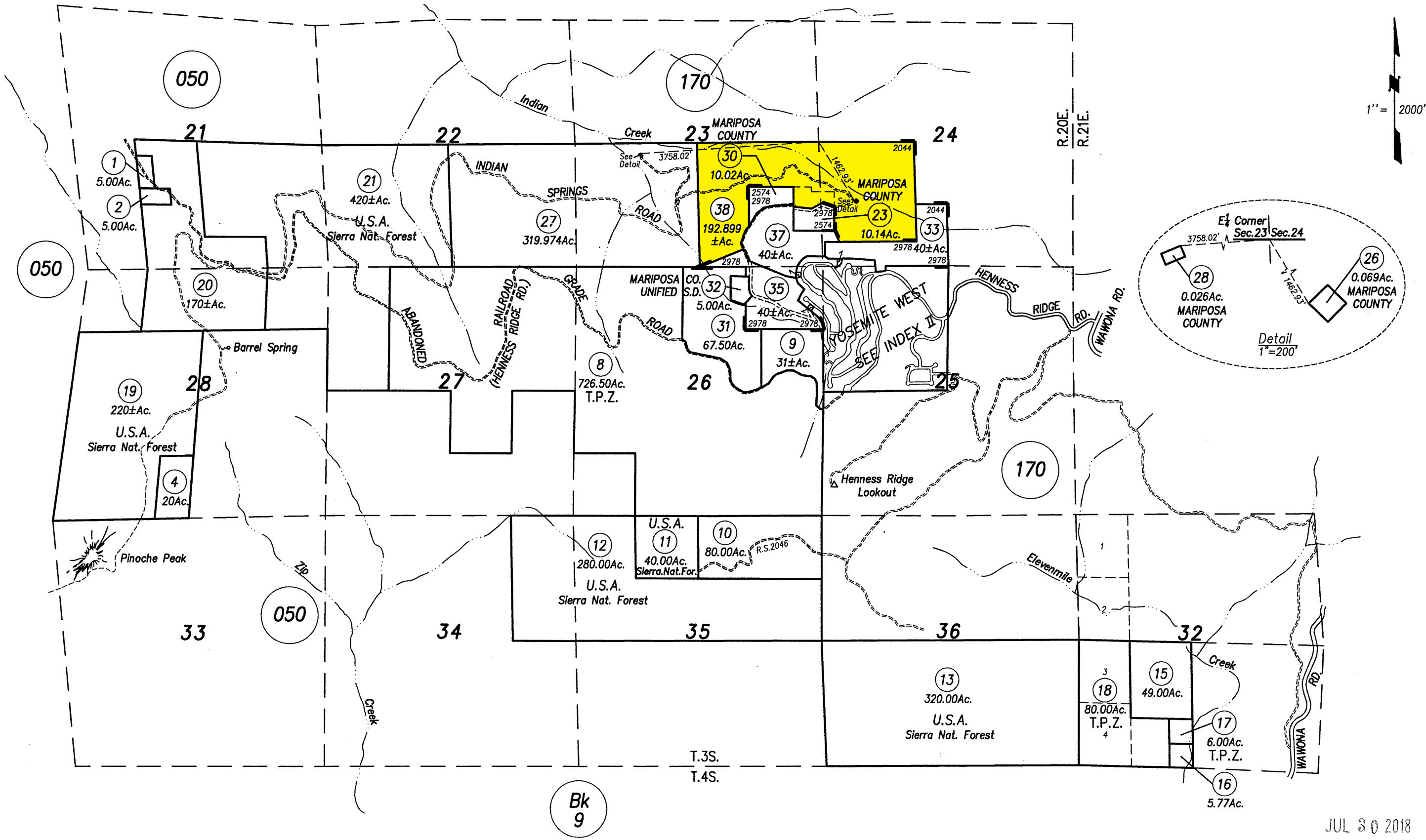
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Attachment: Exhibit B (14003 : Resolution of Intention to Purchase Property in Yosemite West)

Packet Pg. 196

51000

070



JUL 30 2018

R.S. 2044
2046
2574
2978

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

NOTE: Assessor's Parcel Numbers Shown in Small Circles.
Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk.06–Pg.070
County of Mariposa, Calif.
2018

200501

LOT LINE ADJUSTMENT APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

FOR OFFICE USE ONLY

Date Submitted _____ Received By _____

Fees Paid $_____ Receipt No. _____ Received By _____

Application No. _____ Application Complete _____

Final Action _____ Date_____

Certificate of Compliance - Document No. _____

APPLICANT INFORMATION

PARCEL A, or 1:

Applicant Name Yosemite Henness Ridge LLC, Robert Shawver

Mailing Address 3540 Rosedale Ave. Dallas TX 75205

Daytime Telephone Number (214) 794-3335 E-Mail Robert@shawvertitle.com

Property Owner Name _____
PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

PARCEL B, or 2:

Applicant Name County of Mariposa

Mailing Address PO Box 1966

Daytime Telephone Number (209) 966-3222 E-Mail dkimble@mariposacounty.org

Property Owner Name _____
PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

PARCEL C, or 3: &4

Applicant Name Yosemite Henness Ridge LLC, Robert Shawver

Mailing Address 3540 Rosedale Ave, Dallas TX 75205

Daytime Telephone Number (214) 794-3335 E-Mail Robert@shawvertitle.com

Property Owner Name also the owner of Parcel 4
PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

Attachment: YW LLA Application (14003 : Resolution of Intention to Purchase Property in Yosemite West)

200501

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Parcel 1, 3 & 4 Parcel 2

Property Owner *(printed name)*:	2nd Property Owner *(printed name)*:	Applicant *(printed name)*:
Yosemite Henness Ridge, LLC	County of Mariposa	
Property Owner *(signature)*:	2nd Property Owner *(signature)*:	Applicant *(signature)*:
	Jay D Kuhl	
Date: 10/6/2022	Date: 11/2/2022	Date:

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

Attachment: YW LLA Application (14003 : Resolution of Intention to Purchase Property in Yosemite West)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 18, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Code Compliance Advisory Committee Update & 2023 Annual Report

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BACKGROUND

Receive the Code Compliance Advisory Committee (CCAC) 2023 annual report and presentation. Discussion and feedback to the CCAC regarding the work plan is requested.

CCAC Chair Karen Woblesky will be presenting.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors created the Code Compliance Advisory Committee in June of 2021. Committee membership were appointed in August of 2021. The CCAC has conducted 25 meetings as of April 6, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No presentation.

The Board would miss the opportunity to provide feedback to the CCAC.

See attached Memorandum

ATTACHMENTS:
CCAC 2023 Annual Report Presentation (PDF)
CCAC Annual Report Memo With Attachments (PDF)
Purpose of CCAC - J.1 (PDF)

RESULT: DIRECTION GIVEN

Code Compliance Advisory Committee (CCAC)

CCAC 2023 Annual Report, Update, and Request for Feedback





BOARD OF SUPERVISORS MEETING

TUESDAY APRIL 18, 2023

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

CCAC Formation BOS Res. No 2021 - 331

BOS formed the CCAC through Resolution 2021 - 331 in June 2021:

- Whereas, state law requires counties to prepare and adopt a General Plan to guide the future development of the county; and
- Mariposa County has an adopted General Plan; and
- Mariposa County implements the General Plan through local land use, development and permitting regulations in the Mariposa County Code, including zoning, building and environmental health regulations and marijuana regulations; and

CCAC Formation (continued)

- Whereas, development codes are also established for the protection of public health and safety and for the protection of environmental quality; and
- Mariposa County is responsible for enforcement of these local regulations as well as state law; and
- Mariposa County Code establishes code enforcement procedures and requirements; and
- Mariposa County's procedures and requirements are not always effective in resolving code compliance matters; and

CCAC Formation (continued)

- Whereas, there is an interest in pursuing amendments to the County's code compliance procedures and process to make the code compliance program more effective; and
- There is an interest in devising innovative public policy and programs that addresses residents' needs while also mitigating alleged violations; and
- The BOS has considered the important role of collaboration between county staff, property owners, business owners and residents to research and develop recommendations for amended procedures and new policies and programs.

BOS Resolution No 2021-331 Establishing the CCAC

From the CCAC's By-Laws, the purpose and tasks of th Mariposa County Code Compliance Advisory Commit e (CCAC) are as follows:

- Develop recommendations to the Board of Supervisc for an effective code compliance process and program.

- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.

- Support the work of staff in the conduct of fact findin and data gathering necessary to the CCAC to develo informed recommendations.

- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process an programs.

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

CCAC

The First Year

- CCAC committee members first appointed in August 2021
- CCAC first meeting was held in November 2021
- From November 3, 2021 through April 5, 2023, the CCAC has had 25 meetings, totaling 51 hours
- The CCAC has lost five committee members, and has gained four new committee members.
- The CCAC has been fortunate to have excellent County staff support in providing extensive County background pertaining to County Code Compliance history, processes, procedures, and context, as well as how code compliance affects County departments.
- Review outside agency codes and programs and procedures
- Listening and Learning!

The CCAC's Approach

- Understand what happened - with context
- Identify issues/problems that led the County to this point
- Brainstorm, problem-solve, listen, and identify alternatives
- Comprehensive approach for multi-faceted, complex, and nuanced issues

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

CCAC Focus and Priorities

- CCAC Compilation of Take Aways, effective 5/18/2022
- Draft County Code Amendment 2019-218
- Code Compliance Violation Case Review, Associated Code Review, and Developing Recommendations
- Code Compliance Log
- Review of Existing Code Compliance Codes/Ordinances and Processes/ Procedures, and Suggested Edits/Recommendations
- Amnesty Program
- Program Development using ARPA Funds for Code Compliance-Related Activities
- Improvement of Code Compliance Process and User Experience
- Customer Interaction/Community Engagement/Communication

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

CCAC's Review Has Included:

- BOS Draft Ordinance to Establish Authority to Withhold Permits
- BOS Draft Civil Penalty Amnesty Program
- Proposed Amendment 2019-218
- Nuisance
- Housing
- Junk
- Abatement
- Customer Experience/Communication/Education
- Existing County Codes/Code Violations Log Case Review
- Recommendations to the BOS, including BOS Draft Ordinance to Withhold Permits and County Ordinance18.05, Post-Disaster Recovery

The CCAC Has Established Two Ad Hoc Committees

They are: Case and Code Review

Ad Hoc Committees: 1-Case Review of Code Compliance Log violations and points of failure on individual cases, with recommendations for functional changes; and 2-Associated Code Review; provide recommendations for code rewrites

Code Review Ad Hoc to review the codes and make recommendations to the full CCAC for consideration and recommendation to the BOS on new/ edited code, including:

County Code Chapter 1.20 (General Penalty)	**County Code Chapter 8.56 (Health and Safety / Marijuana)**	**County Code Chapter 15.10 (Building)**	**County Code Chapter 16.32 (Subdivisions)**	**County Code Chapter 17.144 (Zoning)**

CCAC Ad Hoc Priority Review
Code Compliance Violation Log

First Case/Code Review is:

BWOP (Building Without Permit)

Why?

It is the biggest (number-wise) code compliance violation in Mariposa County. The next ad hoc case and code review will be the second largest source of code violations, to be identified.

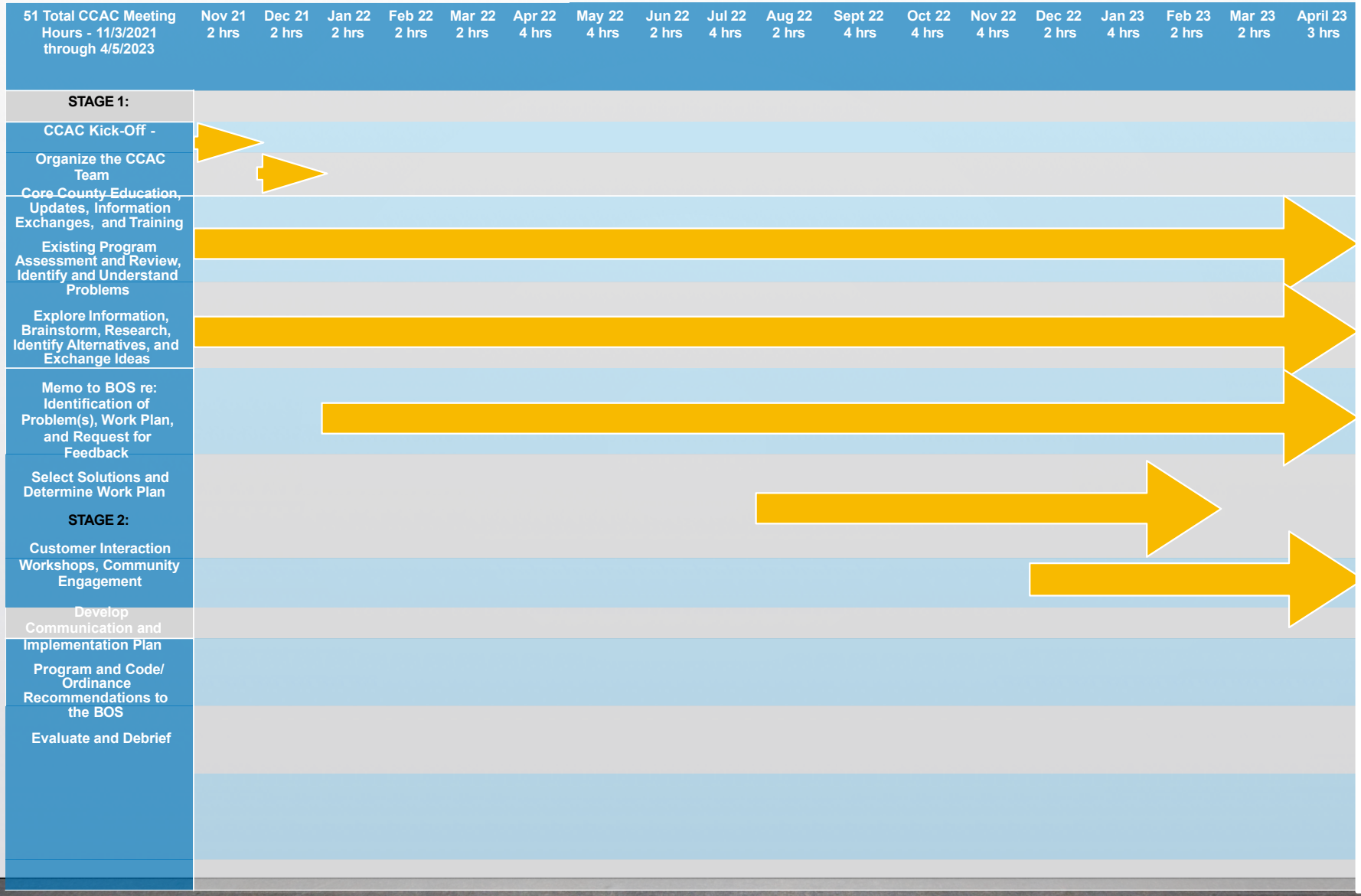
Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

CCAC Ad Hoc - Code Compliance Case Log Review

- Attractive Nuisance
- **BWOP (Built Without Permit)**
- Power Theft
- Fire Damage
- Grading
- Greenhouses
- Hip Camp
- Junk
- Marijuana
- No Certificate of Occupancy
- Other
- RV (living in an RV)
- Signs
- Substandard Housing
- TOT Advertising (over allowed BRs or Occupancy Limits)
- VR or B&B Without TOT Certificate
- TOT Other (Annual Reporting or other Violations of Code)
- Unsafe Structure
- Zoning Regulations

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

CCAC High-Level Meeting Timeline - 2023 Annual Report



Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

Next Steps…

- CCAC Priorities and Work Plan
  - Including Ad Hoc Case/Code work; Full Committee Work/ Assignments; Associated Code Update and Recommendations to the BOS; Internal Code Compliance Structural Policy Recommendations to the BOS; 2019-218; and Amnesty Program
- Phase 2
  - Communication and Education Plan/Policy Recommendations to the BOS; Customer Interaction Workshops/Community Engagement; and, Implementation Plan
  - Program and Code/Ordinance Recommendations to the BOS
  - Evaluate and Debrief

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

Priority and Work Plan

CCAC Approved Work Plan Worksheet, effective 3/15/23: January - June 2023

What	Goal	March	April	May	June
BOS Status Update Memo	Next Step: Presentation to the Board of Supervisors. Memo was finalized by CCAC February 15, 2023. Continue forward with activities/reviews/recommendations along with any feedback from the BOS.		April 18, 2023 @2:00		
Ad Hoc Committee: Review BWOP Cases	Give recommendations to CCAC				
Ad Hoc Committee: Review BWOP Codes	Give recommendations to CCAC				
CCAC: Recommendations BWOP	Edit existing County Codes/Ordinances related to BWOP. Develop recommendations based on ad hoc committee recommendations to BOS				
Ad Hoc Committee: Review Next Major Case Violation	Give recommendations to CCAC				
Ad Hoc Committee: Review Codes Associated with Next Major Case Violation	Give recommendations to CCAC				
CCAC: Recommendations Next Major Case/Code	Edit existing County Codes/Ordinances related to the next major case/code under review. Develop recommendations based on ad hoc committee recommendations to BOS				
Amnesty Plan: Use of ARPA funds. The CCAC has had extensive discussions re: amnesty. The CCAC has been designated to use $300,000 in ARPA funds for code compliance activities.	Develop programs and recommendations to present to the BOS. ARPA funding discussion is scheduled for CCAC #25, April 5, 2023. Next steps: Edit existing language and/or create new language relating to a County Amnesty Program.				

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

What	Goal	March	April	May	June
ARPA Funding Review/Allocation. The CCAC has been designated to use $300,000 in ARPA funds for code compliance activities, including abatement and mitigation.	ARPA funding discussion is scheduled for CCAC #25, April 5, 2023. Develop recommendations to bring to the BOS re: allocation and use of ARPA funds.				
CCAC Member Assignments - Next Steps					
1. Vehicle Abatement - Gabe	Edit existing County Ordinance/Codes related to Vehicle Abatement. Send final recommendation to the BOS.				
2. Public Nuisance - Kris	Edit existing County Ordinance/Codes related to Public Nuisance. Send final recommendation to the BOS.				
3. Landfill Community Activities/ Events - Colleen	Develop program/code/policy related to landfill activities/events. Send final recommendation to the BOS. Ties in with amnesty discussions.				
4. Communication/Education Policy - Karen	Initial policy development in process based upon CCAC discussions and Nancy Kemp/ Karen Smith's presentation. Send final recommendation to the BOS.				
5. Mitigation of Housing Violations - Colleen	Develop program/code/policy related to housing violations - ties in with amnesty discussions. Send final recommendation to the BOS.				
Internal Code Compliance Structure. The CCAC has had extensive discussions re: internal structure.	Edit existing County Ordinances/Codes related to code compliance internal structure and/or develop new language. Next Step: Member assignment to draft recommendation based on Lydia's proposals. Send final recommendation to the BOS.				

What	Goal	March	April	May	June
BOS Initial Proposed 2019-218 Language. Voted by the CCAC on 3/15/23 to push out until second half of 2023.	Develop a recommendation to present to the BOS. Initial review of 2019-218 included the CCAC examining public input. See CCAC Chart of Compiled Issues Related to 2019-218.				

Attachment: CCAC 2023 Annual Report Presentation (14002 : Code Compliance Advisory

Conclusion

- The CCAC always welcomes your input and feedback.
- We are all on the same team - and partners - in finding solutions that will work for the County of Mariposa.
- The CCAC has spent the past year gaining a competent understanding of these complex and nuanced issues.
- The CCAC believes that clear communication and improved public engagement is critical to the success of an effective code compliance program for Mariposa County.
- As the CCAC moves forward, additional updates can be provided to the BOS on a more frequent basis.

Thank you for your time and attention.

Any questions? Feedback?

Mariposa County
Planning Department
STEVE ENGFER
Planning Director

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

MEMORANDUM

Date: April 18, 2023
To: Board of Supervisors
From: Steve Engfer, Planning Director
Topic: Code Compliance Advisory Committee (CCAC) Update & 2023 Annual Report

Summary:

Board of Supervisors Resolution No. 2022-637 requires each committee prepare and submit an annual written report to the Board of Supervisors, 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 foals and initiatives for the next year. Because there was need to provide an update on CCAC activities to date, this item is both the annual report and presentation.

The CCAC chair, Karen Woblesky, completed the presentation and the attached documents with staff assistance.

Karen Woblesky CCAC Chair, will be presenting the update and report.

The attachments to this memorandum and the presentation are intended to provide the 2023 Annual report and update of activities of the Code Compliance Advisory Committee.

Attachments:
A- CCAC Memorandum to BOS
B- CCAC Chart of Compiled Issues
C- CCAC Compilation of Takeaways
D- CCAC High Level Timeline
E- CCAC 2023 Work Plan

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

February 15, 2023

TO: Mariposa County Board of Supervisors

FR: Code Compliance Advisory Committee (CCAC)

RE: CCAC Status Update; Review and Comment

BACKGROUND

In 2020, the County of Mariposa attempted to implement County Code Amendment No. 2019-218 as a means to help resolve the County's code violations. At the time, there were over 500 code violations, including code violations that went back to the 1990's.

At the Board of Supervisors' meeting on November 10, 2020 - and due to the significant and ongoing public opposition to the proposed County Code Amendment No. 2019-218 - a discussion was held to pursue optional procedural actions for Code Compliance Procedures. Sarah Williams, the Planning Director at the time, gave a presentation that included four recommendations, and noted that the County was successful about 45% of the time when it came to code compliance. In a Staff Report to the Board of Supervisors, Sarah Williams stated the following[1]:

"There has been significant and continued public opposition to the Board's preliminary action. There has been misinformation circulating regarding the project. There are threats of referendum action and recall actions. There are threats of legal action. There are defamatory attacks on staff. None of this is healthy for the community and the county. Trying to start a new county program with this level of community angst would not be positive."

The Board of Supervisors ultimately voted for two of the four presented options[2]:

Option 2: "Hit Pause" and pursue a facilitated process for increasing communications and public interaction regarding issue (citizens' committee), and
Option 4: Review Chapter 8.56 and potentially pursue amendments to address commercial marijuana grows.

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[1] Memorandum dated February 23, 2022 to the CCAC from Sarah Williams, Director. Topic: Review Background and Purpose of CCAC; Possible Direction to Staff Regarding Options for Moving Forward (Next Steps) Quote from Staff Report Regarding November 10, 2020

[2] Memorandum dated February 23, 2022 to the CCAC from Sarah Williams, Director. Topic: Review Background and Purpose of CCAC; Possible Direction to Staff Regarding Options for Moving Forward (Next Steps)

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

The following are Staff's conclusions taken from the Board of Supervisors' Meeting on November 10, 2023[3]:

- *The Board wasn't interested in amending compliance procedures with the significant amount of public outcry (including threats) being expressed.*

- *The Board was still interested in increasing the effectiveness of code compliance efforts, but only if committee process was pursued to increase public communications, public interactions and (hopefully) public support.*

- *The Board was interested in aggressively pursuing illegal marijuana operations using current resources.*

On November 3, 2021, the Code Compliance Advisory Committee (CCAC) met for the first time. At our third meeting, held on January 5, 2022, the CCAC was provided with the current Code Compliance Violation List (effective December 23, 2021) with 509 open cases and 679 total violations. The Assessor-Recorder would later inform the CCAC that there are approximately 13,700 parcels within Mariposa County. The violations of the Code Compliance Violation List went back to 1990 and Code Compliance staff was in the process of reviewing this Code Compliance Violation List for current violation status, updates, and verification of recorded notices.

The CCAC is a layperson and volunteer citizen committee charged with identifying and developing recommendations to the Board of Supervisors that will help facilitate an effective Mariposa County code compliance process and program, including developing recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.[4]

Over the past year, the CCAC has sought to understand the historical, complex, and overlapping factors that surround the bigger issue of why code compliance elicits such negative public reactions from property owners and residents within the County.

[3] Memorandum dated February 23, 2022 to the CCAC from Sarah Williams, Director. Topic: Review Background and Purpose of CCAC; Possible Direction to Staff Regarding Options for Moving Forward (Next Steps)

[4] Approved CCAC By-Laws, Article II, Section 1, Purposes and Tasks of the CCAC

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

The CCAC has solicited input from the public, as well as from those County departments that are responsible for - and impacted by - the County's code compliance program; its failures, its successes, and its consequences. These County departments include: Planning, Administration, Building, Environmental Health, County Counsel, Assessor-Recorder, District Attorney, Public Works, and the Sheriff.[5] Additionally, the CCAC has reviewed Mariposa County Codes, Ordinances, and researched other jurisdictions' approaches to code compliance.

It is part of that education, exploration, and gaining a greater understanding of the past (and often nuanced) issues related to how the County arrived at the place we are at today that the CCAC has sought to understand.

The CCAC has discussed and debated various code compliance and enforcement issues and topics, and has come to a consensus regarding our focus and priorities related to developing code compliance recommendations for the Board of Supervisors. The CCAC has consistently welcomed public feedback throughout this process.

PURPOSE

The purpose of this memorandum is to provide the Board of Supervisors with the following:

- A status update of the CCAC's activities since November 2021,
- To share the CCAC's key initial findings,
- To share the CCAC's specific initial priorities,
- To share the CCAC's current and future work plan, and
- To solicit any input the Board may have that may assist the CCAC in further developing and finalizing our recommendations.

KEY INITIAL FINDINGS BY THE CCAC

The following represent the key initial findings by the CCAC regarding the issues discovered with the current County of Mariposa's code compliance efforts, and what the CCAC has identified as being a priority to address.

[5] CCAC Compilation of Take Aways - 02/22/2022 - 05/18/2022. CCAC committee members submitted key take away thoughts, observations and concerns related to code compliance based upon the presentations made by County of Mariposa Department Heads.

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

Key Initial Finding No. 1: Inadequate education of and communication with the public.

- It is apparent that effective communication and availability of information are generally lacking in the relationship between Mariposa County and property owners and residents as it relates to code compliance. This includes not just what is acceptable, but also includes providing and communicating options of how to mitigate potential - and actual - violations at the lowest possible level. The County lacks a clear roadmap to resolve code compliance issues.

Key Initial Finding No. 2: The County's official website is not well-utilized for code compliance.

- There is a lack of written information regarding code compliance on the County of Mariposa's website where County residents can easily locate answers online to basic and common questions related to code compliance.

- There is a lack of curated written information regarding programs, grants, and activities on the County of Mariposa's website where County residents can easily and proactively identify options for resolving issues that may become code compliance violations.

Key Initial Finding No. 3: Internal code compliance processes and procedures are imprecise and inconsistent.

- There is a lack of written internal code compliance procedures and processes that clearly describe how code violations are identified in terms of health and safety, prioritized, and tracked in terms of next steps and resolution. There is a siloed departmental focus with the handling of code violations. The use of a multi-departmental team approach, with different departments taking the lead as appropriate, and the use of various subject matter experts (SME's) for code compliance cases are only occasionally utilized. Internal structural processes and procedures should be fully documented, consistently applied, and easily available for both internal and public reference.

- There is a lack of written standards of how the County communicates with the public, including what notices and forms are sent to property owners, as well as the language, order, style, tone, and purpose of the written communication.

Key Initial Finding No. 4: No public information source is readily available to keep the alleged violators, complainants, and the public updated as to the violation status.

- There is no online portal as a means of access where the public can easily view the status of code violations and complaints, determine which County department is responsible for the alleged code violation and/or complaint, and learn the expected timeframe for resolution. The code compliance information provided online to the public would be only that information that is considered to be in the public interest and legally appropriate.

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

The CCAC recently learned that the Planning Department has purchased a software program that has the potential to provide this information. The CCAC will work with Code Compliance staff and the Planning Department to provide feedback as the Planning Department rolls out this new program.

Key Initial Finding No. 5: The Board of Supervisors and County Staff have identified their highest priority is to work cooperatively with property owners and residents to achieve remediation, whereas existing codes and some procedures place an emphasis on punitive penalties and fines to force compliance.

- There is a conflict of tone between what the County publicly states is their priority, namely that the County simply wants to gain compliance and will work with residents and property owners as long as progress is being made to help them become code compliant. However, the language of the County's written Codes, Ordinances, and Departmental procedures emphasizes a focus on significant punitive fines and penalties that are written in either ambiguous language or not applied at all. There is a contradiction in messaging as a result.

DISCUSSION OF INITIAL FINDINGS BY THE CCAC

The major themes that dominate the CCAC's key initial findings of why code compliance has such a negative pubic reaction within the County of Mariposa relate to a lack of transparency, poor communication with inadequate helpful education of the public, and not having clearly established, consistent, and effective internal code compliance procedures and processes.

It is an unavoidable conclusion that a code compliance program with a history of poor outreach/education/communication and an absence of clear, consistent, and easily understandable documented processes will leave a community confused, anxious, and suspicious about inconsistent code compliance/enforcement approaches with their particular circumstances.

The CCAC's approach over the past year has been that while enforcement is a key component of code compliance, identifying positive actions that will eliminate existing violations - and the potential for future violations - is equally a key component of developing an effective code compliance program. The ultimate goal of the County's code compliance program should be to gain compliance at the lowest level possible. This balanced approach supports the unique character of Mariposa County.

SPECIFIC INITIAL PRIORITIES OF THE CCAC

The CCAC has identified the review of the following code compliance/enforcement Mariposa Codes/Ordinances as specific initial priorities of the CCAC:

- Develop recommendations to update proposed County Code Amendment No. 2019-218.

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

- Develop recommendations to update Mariposa County Codes/Ordinances, including: Marijuana, Administrative Fines or Civil Penalties, Abatement Actions, including Nuisance, Junk, Abandoned Vehicles, Due Process and Appeals, Building/Permit Fees, Internal/ Structural Code Compliance Processes/Procedures, and, Enforcement.

The CCAC has identified the development of the following code compliance programs and activities as specific initial priorities of the CCAC:

- Develop an amnesty program - aka getting “County Verified” for code compliance.

  The tone and focus is on developing positive and creative solutions and options to solve and resolve current code compliance issues at the lowest level possible. Strong emphasis will be on effective communication from the County to residents; development of multiple pathways for public compliance that include features from LIAP (Santa Cruz County which identifies and prioritizes code violations by health and safety) and the City of Rialto; review and prioritization of the current code compliance active violation log - including, for example, how the County can facilitate final sign-off instead of properties languishing on the code compliance log; identification of those existing code violations that may not be health and safety violations; development of community events and programs that support code compliance, such as remediation, free dump/landfill days, transfer stations for outlying areas, etc.; and, possible use of a portion of ARPA funds designated to the CCAC for code compliance activities. These may be limited time programs open to all County residents.

- Develop an abatement program.

  The abatement program would include nuisance, vehicle abatement, and junk. Possible use of ARPA funds designated to the CCAC for code compliance activities to help initially fund these programs. Explore designation of any assessed fines to establish a fund to be used for an abatement program.

- Develop a County-specific program for tiny homes and an alternative/diverse/wider spectrum of housing options.

  As CCAC’s recent recommendation to the Board of Supervisors (which was unanimously approved) to update MCC 18.05, Post-Disaster Recovery, showed us, the limited housing stock within Mariposa County has significant impacts for all of us.

  One of the first code violation logs that the CCAC reviewed (effective 12/23/2021) had 254 BWOP (Building Without a Permit) violations and 99 RV, Illegal Camping, and Substandard Housing violations - a total of 353 violations related to housing stock within the County of Mariposa. The CCAC is working on recommendations for various housing alternatives that are legal, safe, healthy, affordable, and will provide a wider spectrum of housing options within Mariposa County.

The CCAC will work with other County departments who are also responsible for developing and/or managing alternative housing options.

- Develop ongoing Mariposa County code compliance programs that focus on community activities/events/programs.

  This may include providing additional dumpsters designated to outlying transfer stations; low-interest loans; vouchers; rebates; free landfill days; and, remediation activities/events that support code compliance. Possible use of ARPA funds designated to the CCAC for code compliance activities to help initially fund these programs.

  The focus of these programs will be - Enjoying life in a safe, healthy, and beautiful Mariposa County.

THE CCAC'S CURRENT - AND FUTURE - WORK PLAN

The CCAC has already begun working on addressing the initial key findings and specific initial priorities of the CCAC.

The CCAC intends to review and recommend changes for improvement to the existing code compliance procedures through an incremental and thoughtful process. This means that related topics will be reviewed together to ensure that recommendations made are congruent, clear and supportive of the specific objective, as well as supportive of meeting the ultimate goal of reducing code violations.

In November of 2022, the Board of Supervisors' adopted the new Mariposa County Committee Policy language, which corrected conflicting language with advisory committee by-law language, including the CCAC's, and subsequently allowed the CCAC to have ad hoc committees.

In December of 2022, the CCAC voted to establish two ad hoc committees. Both of these ad hoc committees are focused on the largest current code compliance violation: Building Without a Permit (BWOP).

The first ad hoc committee is charged with case review. This committee will review actual current code violation files related to BWOP and identify points of failure on individual cases, with recommendations for functional changes. The second ad hoc committee is charged with related code review. This committee will review Mariposa County Codes/Ordinances that relate to BWOP, with recommendations for code rewrites.

For example, the building-related BWOP codes/ordinances that will be reviewed by the code review ad hoc committee include: 15.20.240 - Notice of Non-Compliance, 15.10.260 -

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

Penalties, and 15.10.210 - Building Permit Exemptions. As the initial code review continues, there may be additional codes/ordinances that are added to this list.

The ad hoc committees will report monthly to the CCAC. Based on the ad hoc committee findings and recommendations, the CCAC will further review, discuss, and develop recommendations for the Board of Supervisors. The goal and intent is to present the Board of Supervisors with related topical recommendations that address both the systemic issue (key initial findings) and the code revisions being recommended.

Once the case and code reviews related to BWOP are complete, the two ad hoc committees will begin to review the next largest current code compliance violation and the associated Mariposa County Codes/Ordinances.

The review criteria for these two ad hoc committees will remain the same as they continue to work their way through the Code Compliance Violation Log. The case review ad hoc committee will identify points of failure on individual case files, with recommendations for functional changes. The associated code review ad hoc committee will focus on tone, congruency, and purpose for the proposed updates of relevant codes/ordinances.

In January of 2023, the CCAC began an initial review of the 2020 County Code Amendment No. 2019-218. Over the next several months, the CCAC will review the proposed language, intent, and consider the concerns noted by the public.

Additional CCAC work has also begun to develop recommendations on education and awareness communication plans, an amnesty program, junk, free landfill days/additional dumpsters in outlying transfer stations, tiny homes, and abandoned vehicles.

It is the CCAC's intention to develop and present our recommendations to the Board of Supervisors as the CCAC finalizes each recommendation. To date, the CCAC has made two recommendations to the Board of Supervisors, and it is expected that number of recommendations will increase this year.

CLARIFICATION QUESTION RE: MARIJUANA INCLUSION IN THE CCAC REVIEW

The CCAC requests that non-criminal marijuana code/enforcement be included in its purview. Marijuana codes were included at the inception of the CCAC and several members of the CCAC attended the recent Marijuana Roundtable held on October 5, 2022. As a general principle, the CCAC has observed that changes to enforcement/compliance policies/ procedures without the CCAC's review and input has the potential to undermine the credibility of both the Board of Supervisors and the CCAC. The CCAC requests that it be involved in any efforts made to refine, clarify, or alter non-criminal marijuana policies, codes, ordinances.

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

ACTION REQUESTED

The CCAC believes it is important to communicate our progress and our direction to the Board of Supervisors as the CCAC begins to develop and finalize its recommendations that will provide more effective tools to aid in code compliance efforts, and that will also positively impact our community. The CCAC welcomes the Board of Supervisors' input, ideas, observations, and feedback.

Earlier last year, the Board authorized up to $300,000 in ARPA funds to be used in activities that support code compliance efforts.

With regards to upcoming code compliance programs that will be developed using ARPA funds, the CCAC will work with the appropriate County departments to develop further guidelines and cost estimates. Included in the discussions will be the expected length of any program, the purpose and goal of such programs, how a particular program will be implemented and monitored, and how the CCAC proposes to engage and communicate these opportunities within our community.

Once the details of the program(s) have been developed, the CCAC will then return to the Board of Supervisors to make a specific request regarding the CCAC's recommendations for the code compliance programs and the amount of ARPA discretionary grant funds needed for each.

The CCAC understands that there are time constraints associated with when the ARPA funds must be allocated. The CCAC will work with the appropriate County department(s) to ensure the CCAC's recommendations are timely.

It is the CCAC's intent to bring back recommendations to the Board that are helpful in creating a transparent, effective, and consistent code compliance program that is beneficial to both the County of Mariposa and its residents.

The CCAC invites your feedback.

Thank you.

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

The following are the primary feedback issues articulated by the residents of Mariposa County in October and November of 2020 that were related to the proposed County Code Amendment 2019-218, hereinafter called 2019-218, as identified by the CCAC. The purpose of this review is for the CCAC to understand and acknowledge the public input, concerns, and consequences of 2019-218, as the CCAC develops related recommendations for the Board of Supervisors.

THEMATIC ISSUES RELATED TO THE COUNTY'S APPROACH RE: 2019-218

- This is not the right solution for Mariposa County.
- There were no community/public conversations, hearings, debate, or consensus developed between the County and Mariposa residents prior to 2019-218 being presented to the Board of Supervisors.
- 2019-218 is a money/power grab by the County.
- 2019-218 is a government overreach. It uses a haphazard/overkill approach that will lead to undesirable and heavy-handed government actions, growth, and power.
- The suggested fines and fine structure are harsh, disproportionate, and excessive.
- Mariposa County is in a poor economic climate, and people are hurting financially. 2019-218 will disproportionately harm economically disadvantaged residents, and may lead to more financial hardship and economic uncertainty within the County.
- There are problems with the language of 2019-218, both in tone and in legality.
- There are concerns related to due process, vagueness, arbitrariness, and non-transparency in code development and enforcement.
- There is a lack of consistent internal procedures related to how the County code compliance staff interacts with Mariposa County residents.
- 2019-218 is a violation of property rights, privacy rights, and personal liberty.
- Current code enforcement laws/regulations should be used to enforce code violations.
- Conversely, current code enforcement laws/regulations are now not being used. There have been years of successful code enforcement, what happened?
- The County's compliance process is unable to get people to comply. There is a need to give County staff the tools they need to enforce code violations.
- It is distressing to live next to properties with multiple health and safety violations, and not have the County enforce the existing codes/regulations.
- There is a need to have an abatement process to clean up junk. 2019-218 may address the adverse effect on property values and on neighborhoods by neighbors who have unkempt /eyesore properties and piles of junk.

UNINTENDED CONSEQUENCES

- Mariposa County residents couldn't attend the public hearings that were held during business hours because of work and other commitments.
- Mariposa County residents felt a sense of fear, vulnerability, and unfairness due to the County's proposed actions.
- There is a conflict of interest with the Law Firm of Silver & Wright being involved with the writing of Mariposa County's code compliance ordinances, while at the same time prosecuting Jerry Cox for code compliance violations and related legal issues.
- There is a lack of trust with County staff who would be given too much unchecked power with no clear due process options easily made available for the Mariposa County residents.
- The County has many available resources that should be included as part of code enforcement policy that will provide Mariposa County residents with positive options to help resolve their health and safety code violations.
- There is a disconnect between the County and Mariposa County residents regarding the County's code enforcement process and how it is utilized, communicated, prioritized, and enforced throughout the County.

The CCAC Chart of Compiled Issues Related to 2019-218 is effective March 29, 2023, and was developed by members of the Code Compliance Advisory Committee, CCAC

CCAC Compilation of Take Aways - 02/22/2022 - 05/18/2022

Topic	Comments	Suggested By	Specific Recommendation	Next Steps: Additional Research and/or Ad Hoc Committees
Special Discretionary $3.3M Funding - ARPA (2/22/22)	CAO Kimble described creating "Code Enforcement Voucher" and "Solid Waste Plck-Up" programs for Mariposa residents	Eileen Collins	Recommend the CCAC consider making a formal recommendation to support both of these programs, as well as "free dumping days".	Research draft CCAC recommendations re: ARPA funding programs that will be formally presented to the County. Motion carried at CCAC Meeting #6 to formally request the use of ARPA funds.
Special Discretionary $3.3M Funding - ARPA (4/11/22)	It appears that ARPA funding for landfill and transfer station access could be very helpful. Research show that Public Works' plans were to accommodate about 3 customers weekly at the Fish Camp Transfer Station, fewer than 5 at Hornitos, 40 at Coulterville, and 77 at Don Pedro, for a total of 124 customers weekly at all four transfer station. That's about 500 per month or 6,000 annually. Given that these transfer stations need to serve thousands of residents, the planned capacity appears inadequate. It is also worth noting that per container fees charged at the transfer stations are 167% or more of the fees charged at the landfill. (Source: 1/14/20 Public Works PowerPoint at BOS meeting, 2 pm agenda).	Colleen Rhodes	An ARPA-funded program will require consideration as to (1) purpose, (2) eligibility (PGE Care, CalFresh, etc), (3) time frame (within funding limitations and amounts), (4) exceptional cases, and (5) other parameters. Ties in with Barbara Cones Correspondence submission for CCAC Meeting #9	Research draft CCAC recommendations re: ARPA funding programs that will be formally presented to the County. Motion carried at CCAC Meeting #6 to formally request the use of ARPA funds.
Developing a code compliance program (2/22/22)	Developing a collaborative code compliance process with Departments and County residents is possible.	Lydia Clary		Research other code compliance programs - focus on collaboration between County Departments and County residents
Developing a code compliance program (4/11/22)	I appreciated being able to review the code enforcement correspondence that is currently being sent out to Mariposa County residents. I think that the internal process of how code violations are prioritized, how violations are tracked, and the types of correspondence (and who it should come from) should be reviewed and clarified. This ties into what County Counsel was discussing at his presentation when he sends out code violation letters from his office.	Karen Woblesky	Also see topic below: Include the County Counsel into the code compliance process.	Review correspondence and current internal tracking and prioritization process. Involve CC with the correspondence review and how to identify and effectively track code violations. Research other code compliance programs and internal processes. Research incorporating County Counsel's Office into the code compliance/enforcement process.
Public concerns related to internal processes and communication (5/9/22)	There is considerable and ongoing public concern related to opaque internal County processes and poor messaging from the County of Mariposa to our residents. This issue came to the fore again on 5/4/22 with the question from Barbara Cone related to an unknown period of time when the County did not process/record code compliance notices.	Karen Woblesky	I believe that time and effort should be expended by the CCAC to review relevant internal processes for consistency, best practices, and transparency. If mistakes were made by the County, they should be acknowledged and addressed/remedied, and then - as a community - we can begin to move on.	

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Topic	Comments	Suggested By	Specific Recommendation	Next Steps: Additional Research and/or Ad Hoc Committees
Developing a code compliance program (4/11/22)	This 45-page agenda item (#5 on the 4/6/22 CCAC agenda) presented several opportunities to understand why the current processes are not consistently successful. In general, the correspondence, notices, and forms suffer from a lack of specificity and failure to reference Mariposa County Code language and specific timelines for correction. The current process lacks structure and written rules, both of which are needed to guide code compliance staff. Many of the notices appear to have been created with little concern for their impact on recipients; some are surprising in their confrontational tone and others are excessively lenient and non-specific. Certain terms are misspelled and likely to mislead the reader (e.g. forego should be forgo).	Colleen Rhodes	The CCAC needs to review every form, identify and define the reasons for its use, improve and correct the tone and language used, and set up the timelines and order in which they are to be used.	The CCAC needs to review every form, identify and define the reasons for its use, improve and correct the tone and language used, and set up the timelines and order in which they are to be used.
Include education, cooperation, and communication in code compliance process (2/22/22)	- County Counsel stated that cooperation and education of the public by the County has also been helpful. - Don't go in heavy-handed. Find ways to get to yes.	Nancy Kemp	CCAC can look into what sorts of educational programs and cooperative measures have been set up and successful in other counties.	Research methods/programs/ processes related to how other counties educate, communicate, and cooperatively interact with residents.
Include education, cooperation, and communication in code compliance process (4/25/22)	A Communication and Education program could accompany the Amnesty rollout so that the County residents thoroughly understand the ideas behind and the processes involved in each tier.	Nancy Kemp		
Include education, cooperation, and communication in code compliance process (4/25/22)	- We are NOT communicating effectively with the people of Mariposa County. We need to remedy that ASAP.	Colleen Rhodes		
Include education, cooperation, and communication in code compliance process (4/25/22)	- The CCAC - and the County - needs to have a better, more proactive method of communicating with Mariposa County residents. We need to come up with a way of having up-to-date information on the County's website where residents can easily look at/review accurate information.	Karen Woblesky		
Include education, cooperation, and communication in code compliance process (4/25/22)	Define the types of violations that are available under an amnesty program and develop an information/education program with FAQ's, brochures, handouts, FB posts, possibly a Town Hall for property owners on the violation list, but not for the general public.	Karen Smith	The CCAC can review examples of several counties and cities that have a similar program in place	
Include education, cooperation, and communication in code compliance process (4/25/22)	With the general mistrust by many citizens of Mariposa County government, a strong educational outreach program needs to be be developed and implemented. Need to work for trust through communication. Assurance needs to be conveyed that the County is not trying to confiscate property.	Karen Smith	Developed templates for possible Building Department brochures for information and amnesty.	

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Topic	Comments	Suggested By	Specific Recommendation	Next Steps: Additional Research and/or Ad Hoc Committees
Include education, cooperation, and communication in code compliance process (4/11/22)	Communicate and Educate. When the CCAC was created, a "social media coordinator" was requested. Legal input indicated that the role would have to be filled by staff. This requirement seems appropriate in view of the Brown Act's limitations regarding members' social media interactions. However, the voice on the FB page needs to be that of the CCAC, not of staff, so coordination of the message will be an important concern.	Colleen Rhodes	Nancy's ideas about communicating with and educating the community are central to our mandate from the Board of Supervisors. Eileen's idea about creating interactive online questionnaires could help in several important ways. Interested property owners and residents consistently and energetically tell me that we need to develop a Facebook presence as soon as possible.	
Develop a flyer/ handout with "Frequently Asked Questions" (5/9/22	We need to develop a flyer/handout with "Frequently Asked Questions"	Eileen Collins	We need to develop a flyer/ handout with "Frequently Asked Questions" to be placed at a minimum at the following places fairly soon: Real Estate Offices; Title Companies; Government Center; Chamber of Commerce. The following range of issues should be included: What should I know before purchasing a property in Mariposa County? Who can I call to get information re: my property? What should I do if I've got a property that has code violations? What is the process to resolve code violations? Should I be fearful of reporting a code violation? What if I don't have the funds for a permit or work needing to be done? What kind of information is available in each Government office and how do I contact them? What is the advantage to have a fully permitted property? 1. Reduce liability, 2. Increase property value, 3. Reduce risk to occupants.	
Resolve code compliances at the lowest level and/or by each Department (2/22/22)	- Every violation seems to be automatically sent to Code Enforcement. Not all code issues need to elevate to Code Compliance. - Don't go in heavy-handed. Find ways to get to yes. - Code compliance process should encourage resolution at the lowest possible level before fines and other punishments are incurred.	Lydia Clary, Nancy Kemp, Karen Woblesky		Research other code compliance programs - focus on resolving issues at lowest possible level.
Due Process (2/22/22)	Code Enforcement must have due process built in.	Karen Smith		Research other code compliance programs - focus on due process
Include the County Counsel's Office in the code compliance process. (2/22/22)	- Getting a letter from County Counsel has a much bigger impact than getting a letter from Planning. - Has had an impact in successfully resolving cases.	Karen Smith, Nancy Kemp		Research incorporating County Counsel's Office into the code compliance/enforcement process.

Topic	Comments	Suggested By	Specific Recommendation	Next Steps: Additional Research and/or Ad Hoc Committees
Administrative Fee Process (2/22/22)	- County Counsel suggested a possible per plant/per day fine structure might work if properly constructed. - Environmental Health suggested an administrative process would be helpful in resolving issues.	Nancy Kemp, Karen Woblesky	CCAC could look into Administrative Fine structures and research if successful in other counties.	Research other counties that have Administrative Fee/Fine Processes that include research on a per day fine structure.
Abatement Actions (4/11/22)	Other counties use a wide variety of civil and criminal court actions to enhance their administrative code enforcement efforts. Four such successful cases were mentioned at the 4/6/22 meeting. Many more can be cited. The time periods required for achieving abatement of the violations ranged from four months to a couple of years, depending upon the complicating factors and the aggressiveness or cooperativeness of the property owners' responses. In none of the cases was abatement delayed by periods of five years or more, as is often the case in our county.	Colleen Rhodes	The CCAC needs to come to a clear, fact-based understanding of the use of abatement and other court actions in this county. The CCAC should be able to define criteria for code compliance staff to follow, in consultation with County Counsel, in order to prioritize egregious cases for court action.	
Abatement (5/9/22)	I was interested to hear about the County of Mariposa's involuntary abatement process from Steve Dahlem, County Counsel. First, although the abatement code update/ provision was put on hold in 2020, the County had/has no monies ever available in an abatement fund. The County would need to create an abatement fund with monies sourced from the general fund. Additionally, the CC stated that the abatement cases he referenced took between 4 - 8 years to resolve through the legal process, and would cost the County at least $97,000/per abatement case in legal costs that may/may not be reimbursed. These costs would be on top of any costs to the County related to the actual abatement process. Steve Dahlem didn't have an estimate re: what the resident/property owner would have to pay in order to respond to an involuntary abatement being initiated against them. Currently, Mariposa County codes allow abatement process for marijuana, tobacco, public nuisance, and abandoned, wrecked, dismantled, and inoperable vehicles. Finally, in addition to the abatement code update/ provision being put on hold in 2020, it didn't sound like there was a current (proposed or established) internal process of how the abatement process would work. There have been only 2 receiverships - not abatements - that have been initiated over the past ten years.	Karen Woblesky	It seems that a County involuntary abatement process would need to be created from scratch, and I'm not convinced that focusing on an involuntary abatement process (at this point) would be advantageous to getting code compliance cases resolved quickly. I think Steve Dahlem's remarks about involuntary abatement processes reinforce in my mind the pressing need for the County to find cooperative solutions to solve the County's long-term code compliance issues.	
Amnesty Program (2/22/22)	- Find an effective, efficient, expedient way to bring violators into compliance. - Look at ways to target and help resolve older violation cases that don't have imminent health and safety hazard issues.	Danette Toso, Karen Woblesky	- CCAC can discuss the possibility of only collecting permit fees on these cases. (509 open cases as of 12/13/21). - Look into a program similar to Santa Cruz County's "Safe Structures Program"	Research other counties that offer Amnesty Programs that include research on only collecting permit fees on outstanding code violation cases and the Santa Cruz County's model.

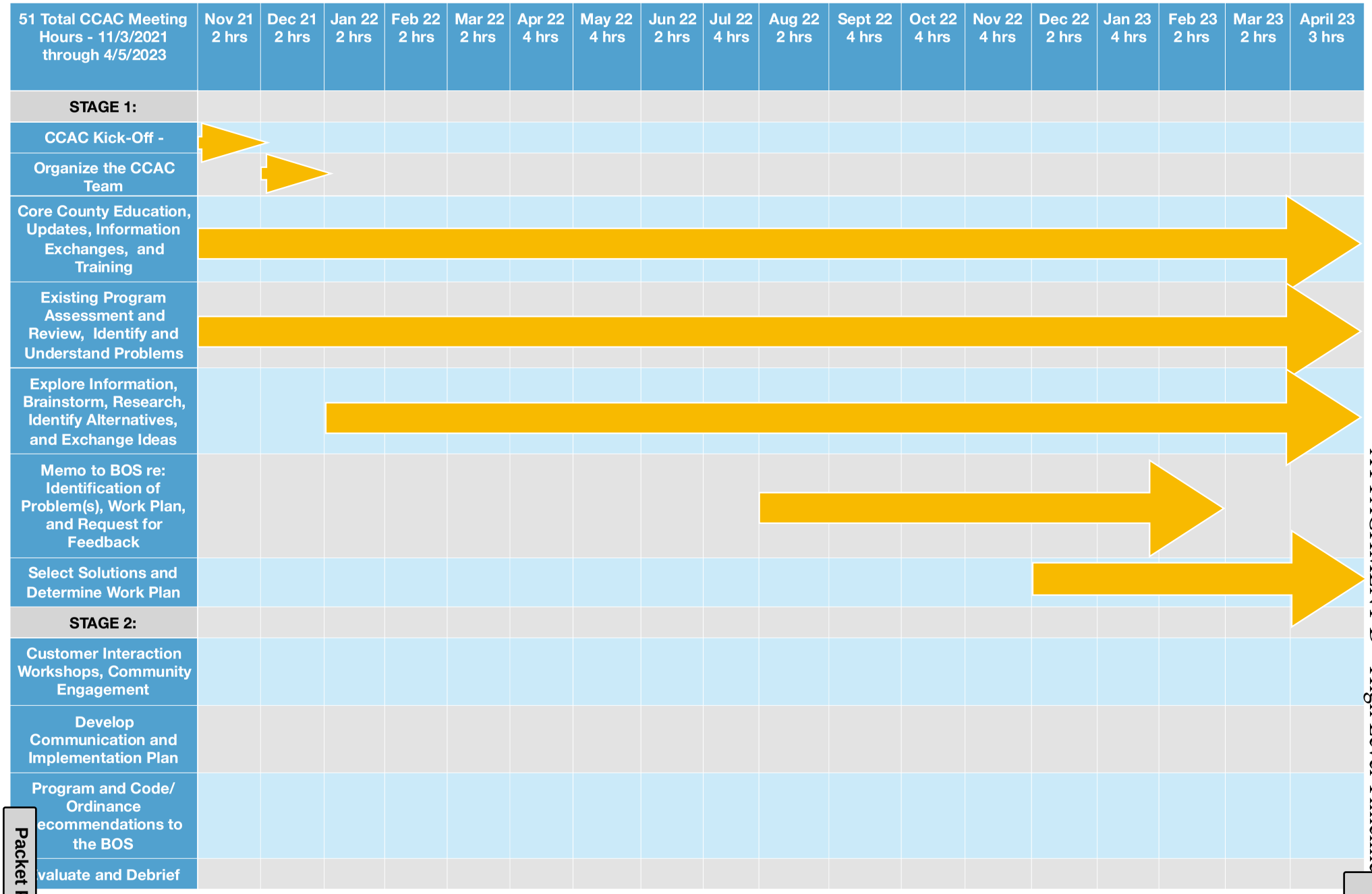
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Topic	Comments	Suggested By	Specific Recommendation	Next Steps: Additional Research and/or Ad Hoc Committees
Amnesty Program (4/11/22)	Need for Policy Goals & Consistent Language. The Amnesty Program as proposed (BOS Draft Civil Penalty Amnesty Program) provides for a "duration" of six months during which "staff shall waive the civil penalties." The written terms of the Amnesty Program must be identical to the representations made orally by the county's agents.	Colleen Rhodes	The terms at issue, "Duration" and "Effect" are defined in Exhibit 1. **"Duration:** The duration of this amnesty shall commence upon adoption of the resolution and continue for a period of six (6) months." **"Effect:** During the Civil Penalty Amnesty Program, Mariposa County staff shall waive the civil penalties…"	There is nothing in the written proposal that allows civil penalties to be waived for more than 6 months or beyond the "duration" of the "Program." Once we come to an agreement about the public policy that should underlie an amnesty program, a written proposal for the Board's consideration that is consistent with that policy should be completed. In all cases, it is essential that written and oral representations be consistent. Public policy considerations need to include the real constraints under which our relatively remote, rural area functions. We have difficulty getting qualified contractors to complete contracts within reasonable periods of time if we can find them at all. Real world examples and experiences need to inform any rules we develop for recommendation to the Board.
Marijuana (2/22/22)	County ordinances related to illegal marijuana should be updated and adopted.	Lydia Clary		Research Illegal Marijuana Laws/ Ordinances. Are Mariposa County Illegal Marijuana Ordinances up-to-date?
Marijuana (2/22/22)	The District Attorney uses other laws to help put together an illegal marijuana grow case, such as laws pertaining to environmental impacts and criminal conspiracy.	Karen Woblesky		Research the inclusion of other laws and ordinances into the update of Mariposa County Illegal Marijuana Ordinances that would include trespass, criminal conspiracy, environmental impacts, and nuisance.
Marijuana (2/22/22)	The Sheriff recommended implementing a self-identification process to develop a Mariposa County Cannabis Classification System .	Karen Woblesky		Research a Cannabis Classification system where County residents would voluntarily self-identify and declare that they are growing legal marijuana in accordance with Mariposa County Ordinances. Are there similar programs?
Junk (2/22/22)	Mariposa County has one of the highest dumping landfill "tipping" fees in the state at $121/ton	Eileen Collins, Karen Woblesky	Recommend the CCAC consider developing "free dumping days", and also look at the current fee structure and the "cause and effect" of high fees with current junk code compliance problems. Should the enterprise fund be switched to a general fund?	Research other counties fee structures and any correlation between fees and code compliance violations. Also whether enterprise funds should be re-considered as a general fund?
Tiny Homes/RV (4/25/22)	It was mentioned that the City of Oakland permits both Tiny Homes and RV's to be lived in legally. (Attachment). Suggested as part of the BOS Draft Amnesty Program	Eileen Collins	Recommend that the CCAC evaluate and potentially recommend that due to the current housing crisis, Mariposa County should also consider this as a potential solution for our community.	Look at/research the City of Oakland's Program for applicability to Mariposa County.

Topic	Comments	Suggested By	Specific Recommendation	Next Steps: Additional Research and/or Ad Hoc Committees
Enforcement (2/22/22)	- There is no mechanism to enforce compliance without County Counsel involvement. There is no way to keep property owners from repeating the same actions, like not taking trash to the dump. - Surprising to hear that Environmental Health does not have the authority to "red tag" a house with a failing septic or other major environmental concerns. Cases have to go through County Counsel's Office. - County Counsel's Office is busy and the option of letter writing on a Department's behalf isn't always an option. - Building Department is an enterprise fund, so a business decision is made between trying to enforce code violations and being available to grant permits and make inspections. - Both Environmental Health and Building Departments have noticed a switch in County residents complying with County laws. Non-compliance is a much worse problem now than 5 years ago.	Karen Smith, Karen Woblesky		Research other counties "red tag" processes and other enforcement responses to code violations that pertain to major environmental health and safety concerns.
Identification of Property Owners (Deceased, Absent, Institutional, and Others (4/11/22)	Several cases of failure to correct violations, in which identification of the responsible party was difficult or a financial institution was identified as owner, were discussed at the meeting (CCAC #5). Kris Casto described a case that has become worse and worse over five+ years. Muir Lodge has been a problem for more than a decade. Several "squatting" cases exist in the Coulterville and Greeley Hill areas.	Colleen Rhodes	Code compliance clearly has not identified an effective way to respond to these cases. They deserve more of the CCAC's attention. Several county departments need to be involved, including the Development Services units, the Sheriff's Office, and County Counsel.	

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CCAC High-Level Meeting Timeline - 2023 Annual Report



ATTACHMENT D - High Level Timeline

CCAC Approved Work Plan Worksheet, effective 3/15/23: January - June 2023

What	Goal	March	April	May	June
BOS Status Update Memo	Next Step: Presentation to the Board of Supervisors. Memo was finalized by CCAC February 15, 2023. Continue forward with activities/reviews/recommendations along with any feedback from the BOS.		April 18, 2023 @ 2:00		
Ad Hoc Committee: Review BWOP Cases	Give recommendations to CCAC				
Ad Hoc Committee: Review BWOP Codes	Give recommendations to CCAC				
CCAC: Recommendations BWOP	Edit existing County Codes/Ordinances related to BWOP. Develop recommendations based on ad hoc committee recommendations to BOS				
Ad Hoc Committee: Review Next Major Case Violation	Give recommendations to CCAC				
Ad Hoc Committee: Review Codes Associated with Next Major Case Violation	Give recommendations to CCAC				
CCAC: Recommendations Next Major Case/Code	Edit existing County Codes/Ordinances related to the next major case/code under review. Develop recommendations based on ad hoc committee recommendations to BOS				
Amnesty Plan: Use of ARPA funds. The CCAC has had extensive discussions re: amnesty. The CCAC has been designated to use $300,000 in ARPA funds for code compliance activities.	Develop programs and recommendations to present to the BOS. ARPA funding discussion is scheduled for CCAC #25, April 5, 2023. Next steps: Edit existing language and/or create new language relating to a County Amnesty Program.				

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What	Goal	March	April	May	June
ARPA Funding Review/Allocation. The CCAC has been designated to use $300,000 in ARPA funds for code compliance activities, including abatement and mitigation.	ARPA funding discussion is scheduled for CCAC #25, April 5, 2023. Develop recommendations to bring to the BOS re: allocation and use of ARPA funds.				
CCAC Member Assignments - Next Steps					
1. Vehicle Abatement - Gabe	Edit existing County Ordinance/Codes related to Vehicle Abatement. Send final recommendation to the BOS.				
2. Public Nuisance - Kris	Edit existing County Ordinance/Codes related to Public Nuisance. Send final recommendation to the BOS.				
3. Landfill Community Activities/Events - Colleen	Develop program/code/policy related to landfill activities/events. Send final recommendation to the BOS. Ties in with amnesty discussions.				
4. Communication/Education Policy - Karen	Initial policy development in process based upon CCAC discussions and Nancy Kemp/Karen Smith's presentation. Send final recommendation to the BOS.				
5. Mitigation of Housing Violations - Colleen	Develop program/code/policy related to housing violations - ties in with amnesty discussions. Send final recommendation to the BOS.				
Internal Code Compliance Structure. The CCAC has had extensive discussions re: internal structure.	Edit existing County Ordinances/Codes related to code compliance internal structure and/or develop new language. Next Step: Member assignment to draft recommendation based on Lydia's proposals. Send final recommendation to the BOS.				

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What	Goal	March	April	May	June
BOS Initial Proposed 2019-218 Language. Voted by the CCAC on 3/15/23 to push out until second half of 2023.	Develop a recommendation to present to the BOS. Initial review of 2019 included the CCAC examining public input. See CCAC Chart of Compiled Issues Related to 2019-218.				

MARIPOSA COUNTY CODE COMPLIANCE ADVISORY COMMITTEE

		Appointed	Expires
		Appointed	**Expires**
Ken Melton	*See Membership*	2-07-23	2-28-25
CL Rhodes	*Requirements*	8-17-21	2-28-23
Gabriel Edwards	*and*	8-17-21	2-28-24
Cassandra Scaffidi	*Considerations*	2-07-23	2-28-25
Lydia Clary	*Listed*	8-17-21	2-28-24
Robert Fox	*Below*	6-7-22	2-28-23
Kris Casto		2-07-23	2-28-25
Karen Woblesky		8-17-21	2-28-24
Vacant		8-17-21	2-28-25

AUTHORITY:	Resolution 21-331; 21-682
MEMBERSHIP:	The Code Compliance Advisory Committee (CCAC) shall be established with nine (9) voting members. Membership requirements or considerations include the following: a. Members shall reside in Mariposa County. b. Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education. c. Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
TERM:	Appointments to the CCAC shall be made by the Board of Supervisors based on review of applications submitted on the county's standard application form and a supplemental questionnaire. Initial appointment of committee members shall be as follows: • Four (4) members: one (1) year terms • Three (3) members: two (2) year terms • Two (2) members: three (3) year terms If the initial appointments are made mid-term, the appointments shall minimally be for the terms listed above [e.g. the "one (1) year terms" may actually be one (1) year and five (5) months terms or one (1) year and two (2) month terms]. After the initial appointments, all terms will be for two (2) year periods. All terms shall expire upon the last day of February of the appropriate year. The Board of Supervisors may remove at any time and without cause any member of the CCAC.
PURPOSE:	The purpose and tasks of the Mariposa County Code Compliance Advisory Committee (CCAC) shall be as follows:

Attachment: CCAC Annual Report Memo With Attachments (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

	a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program. b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.
DEPARTMENT:	Planning

* Past CCAC Members:
Eileen Collins
Nancy Kemp
Dave Breemer
Danette Toso
Karen Smith

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From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Dallin Kimble; Steve Dahlem
Subject: Purpose of CCAC
Date: Monday, April 17, 2023 12:12:00 PM

Good Afternoon Board,

Ahead of tomorrow's CCAC presentation, I was asked to summarize the purpose of the Code Compliance Advisory Committee.

The purpose and tasks of the Mariposa County Code Compliance Advisory Committee (CCAC) shall be as follows:

a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The above comes directly from the committee fact sheet and resolution 2021-331, which established the committee. The above is also outlined in the CCAC adopted by-laws approved with Resolution 21-682.

Also noteworthy are their responsibilities. The below is also explicitly laid out in the resolutions mentioned above.

The responsibilities of the Mariposa County Code Compliance Advisory Committee shall be as follows:

a. *Review and understand local government structure (including but not limited to the roles and the authority of, and the relationship between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors.)*
b. *Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.*
c. *Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements.*
d. *Review and understand state law requirements for code compliance activities at a local level.*
e. *Review and understand due process requirements.*
f. *Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typically compliance issues, etc.*
g. *Review and learn about what other similar or neighboring jurisdictions do for code compliance.*
h. *Determine if there are other ways to make the current process and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.*

Attachment: Purpose of CCAC - J.1 (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)

If you have any questions, please let me know.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

Attachment: Purpose of CCAC - J.1 (14002 : Code Compliance Advisory Committee Update & 2023 Annual Report)