MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 22, 2022

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

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

Sarah Williams/Planning Director introduced three new staff members to the Planning Department, Jose Miljares, Donna St. Vincent and Polina Pivak.

Chief Judy/ Chief Probation Officer introduced Officer Christopher Wimpee.

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

Chair Smallcombe noted the Board will take up the Closed Session items at 11:00 AM. No public comment. In response to a question from Supervisor Sweeney on CA 4, Tara Schiff/Economic Development Specialist stated she put a year time frame as that is what the grant allows, although she does not feel the project will take a year.

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

CA1. **Health and Human Services** **RES-2022-176**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-177**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office RES-2022-178**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Administration/Community Development RES-2022-179**

Approve the Request for Proposals (RFP) to Conduct a Countywide Market Study; and Authorize the Economic Development Specialist to Advertise the Approved RFP

CA5. **Auditor RES-2022-180**

Approve Budget Action to Pay Off CSA3 Lease ($343,088) 4/5ths Vote Required

CA6. **Board of Supervisors RES-2022-181**

Ratify a Letter of Support for the Fresno Area Workforce Investment Corporation (FAWIC)/Fresno Regional Workforce Development Board (FRWDB)'S Workforce Development Grant Proposal

CA7. **County Counsel RES-2022-182**

Approve the First Amendment to the Agreement with Knowledge Saves Lives, Inc. to Increase Compensation by $11,390 Per Year for Two Additional Training Sessions for a New Amount Not to Exceed $91,120; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. **District Attorney/Victim Witness RES-2022-183**

Approve an Amendment with Assistance Dogs of the West for a Courthouse Facility Dog to be Used in the District Attorney's Office Victim Witness Services Program for the Working Life of the Courthouse Facility Dog; and Authorize the District Attorney and Courthouse Dog Handlers (Victim Witness Supervisor and District Attorney) to Sign the Amendment, Courthouse Facility Dog Bill of Rights, Client Waiver of Liability and Client Media Release Authorization

CA9. **Health and Human Services RES-2022-184**

Approve Agreement with JS West to Continue Supplying Liquid Propane Gas to Health and Human Services Agency Facility for an Initial One Year Term and Followed by Automatic Annual Renewals; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Public Works RES-2022-185**

Declare Paseo De Mariposa a County Sponsored Event; and Waive the County Encroachment Fee

CA11. **Public Works RES-2022-186**

Declare the Path to Wellness Health Resource Fair a County Sponsored Event; and Waive the County Encroachment Fee

CA12. **Sheriff's Office RES-2022-187**

Approve an Agreement for Use of Test Material for Potential Sheriff's Office Candidates and Promotional Candidates; and Authorize the Sheriff to Sign the Agreement

E. Departmental Presentation

Dr. Eric Sergienko/County Health Officer noted Mariposa is currently in the low tier for county level COVID data and in the moderate level in the CDC COVID data tracker. Most recent cases have been in Yosemite National Park. The County is working with the Park Service on the spike. Dr. Sergienko recommends the community still wear a mask to protect themselves and others. Regarding county staff, the need to test every week is no longer a requirement. However, the Health Department will continue to test those who would like to be tested on Mondays, Wednesdays, and Fridays from 9:00 AM -10:00 AM and 2:00 PM -3:00 PM at the Community Health Center. Dr. Sergienko announced that the Senior Center will be opening its doors on April 4th, 2022, at noon to begin lunch service in person once more. He also announced that B2 was a new strain seen in other countries, it was detected in the Bay Area in January but never took hold, the concern will be the expected surge around Spring Break Travel.

Steve Ward/ Mariposa County Fire announced that as of April 4th the County will transition into Fire season. Mariposa County will come off our Amador Agreement and all Stations will be fully staffed. Chief Ward announced that there were currently no restrictions to burning, however, he urged people to be careful as many escaped burns had already been reported.

Shannon Hansen/Public Works and Transportation Director gave an update on the homeless encampment on Miller Road that had been cleaned up. Shannon introduced Matt Hespenheide/County Engineer who gave an update on the Darrah Bridge project. Mr. Hespenheide stated the project should be completed mid-November as they have reached the mid-way of the project and $2.5 Million has been paid out to the contractor.

Joe Lynch/Interim Health and Human Services Agency Director and Assistant County Administrative Officer gave the Public Health team a congratulations and kudos for the work done over the last two years of the pandemic. With the ending of required tests for employees, it feels like the end of an era. He thanked the Public Health team for the work done to find the money to pay for employee testing without it coming out of the General Fund. Mr. Lynch stated that over 6,000 tests were administered to employees with only 122 positive cases being reported.

Dallin Kimble/County Administrative Officer announced that the Clerk of the Boards office is planning an Employee Appreciation Barbecue with the Supervisors. Mr. Kimble also announced that a grant that we applied for in 2018 was finally received. The County is working through how the implementation will be handled. Other grants were received from RCRC and Countywide Broadband.

Jacob Hawley/Mariposa Visitors Center announced that the number of visitors has doubled from last year with 797 visitors in March of 2020 whereas there were a little over 300 for March of 2021. Mr. Hawley passed out an Events calendar.

1. **Clerk of the Board of Supervisors (ID # 13010)**

Handouts from the Departmental Presentation Portion of the March 22Nd, 2022 Meeting

RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

No public comment.

1. **Clerk of the Board of Supervisors (ID # 13011)**

Written Public Comment on Non-Agenda Items for the March 22Nd, 2022 Meeting

RESULT: INFORMATION RECEIVED

G. Regular Agenda Items

1. **Administration RES-2022-188**

Adopt a Resolution Approving a Formula for Future Annual Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective on February 1St of Each Year Starting on February 1St of 2023

Dallin Kimble gave the staff report, noting this is an item that has been discussed over the course of a few years and that the second-year adjustment was done a year ago.

Leigh Westerlund/Assistant County Administrative Officer gave a PowerPoint Presentation noting these fees are governed by Proposition 26, in which Governments can charge a fee for reasonable and regulatory costs. Ms. Westerlund also noted for the listening public as this question had been received, there is no relationship between the fee schedule and taxes. Property taxes, etc. go to improving services. Ms. Westerlund noted an amendment that the original resolution included fees for the Airport, those fees are capped at 2% and will be removed. Public comment was received from Karen Smith. Board discussion ensued. Direction was given to staff.

AMENDMENT: Airport Fees are capped at a 2% increase annually and will not be a part of the new fee percentage.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Auditor RES-2022-189**

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective April 1, 2022

Luis Mercado/Auditor gave the staff report. No public comment.

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

3. **Health and Human Services RES-2022-190**

Approve Multi-Jurisdictional Letter in Opposition of California Department of Health Care Services Proposed Trailer Bill Legislation - Alternative Health Care Service Plan Proposal; and Authorize the Board of Supervisors Chair to Sign the Letter

Joe Lynch gave the staff report. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Public Works/Fleet** **RES-2022-191**

Approve Budget Action Transferring Funds Within Public Works ($91,500); Authorize the Director of Public Works and Transportation to Proceed with the Purchase and Up-Fitting of Two (2) Fire Vehicles; Declare the Replaced Vehicles as Surplus; and Authorize the Disposal of These Vehicles through a Public Auction

Shannon Hansen gave the staff report. No public comment. Board discussion ensued.

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

5. **Planning** **RES-2022-192**

Adopt a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase I and Phase II Segments of the Mariposa Creek Parkway

Sarah Williams introduced Hannah Harrison/California Climate Action Core Fellow who gave the staff report. Ms. Harrison noted this is a multi-step grant process. No public comment. Board discussion ensued.

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

6. **County Counsel** **RES-2022-193**

Approve a Three Year Agreement with Tom Lewis to Perform Services as the County's Appointed Administrative Hearing Officer for All Matters Arising Out of Parking Violation Citations; and Authorize the Board of Supervisors Chair to Sign the Agreement

Steve Dahlem/County Counsel gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

7. **County Counsel RES-2022-194**

Approve Closure of Specific County Buildings and Parking Areas During the 4-Hour Site Specific Active Threat Training Sessions

Steve Dahlem gave staff report noting this item is directly related to CA.7. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

8. **Administration RES-2022-195**

Approve a Five (5) Year Agreement for Copy Machine Service with RICOH USA, Inc.; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report noting this is a change in the copy machine vendor and will save the County 60%. No public comment.

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

9. **Administration/Human Resources RES-2022-196**

Approve a Salary for the Reserve Firefighter I Extra-Help Classification at $18.00 Per Hour; the Reserve Firefighter II Extra-Help Classification at $20.00 Per Hour; and Amend the Volunteer Firefighter Hourly Wages to Two Steps, with Step One Tied to the California Minimum Wage and Step Two 10% Above Step One, in the County Fire Department, Effective Immediately

Joe Lynch gave the staff report. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **Administration/Human Resources (ID # 12773)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Deputy Sheriffs' Association (DSA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD

2. **Administration/Human Resources (ID # 12774)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Sheriffs' Management Association (SMA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD

3. **Administration (ID # 12738)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: 4975 12Th Street, 5114 Bullion Street, Assessor Parcel Number (APN) 013-114-002, and APN 013-114-007; Negotiating Party: Westmed Partners; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

No public comment.

RESULT: CLOSED SESSION HELD

J. 2:00 PM Reconvene

1. **Planning (ID # 12770)**

Draft Midpines Community Plan Update

Sarah Williams gave an introduction and turned the floor to Steve Engfer/Deputy Planning Director. Mr. Engfer gave a PowerPoint Presentation. Mr. Engfer gave background history of previous board actions. He explained that the draft plan applies to the current Scenic Highway Overlay and that the committee wanted to continue with the maintain SHO requirements. Mr. Engfer also stated that the draft plan does include a reduced Midpines boundary due to Board concerns. The original study area was 31,883 acres and it has been reduced to 14,714 acres. Public comment was received by Charles Lammers/Midpines Planning Advisory Committee Member who spoke in favor of the current draft plan. Board discussion ensued.

RESULT: INFORMATION RECEIVED

Recess

2:24 PM Chair Smallcombe recessed the Board of Supervisors meeting for a break and reconvened the meeting at 2:26 PM.

2. **Board of Supervisors (ID # 12771)**

Receive an Update from the Yosemite Mariposa County Tourism Bureau (YMCTB) Executive Director (Board Chair)

Jonathan Farrington/Executive Director of the Mariposa County Tourism Bureau gave a PowerPoint Presentation. Mr. Farrington highlighted that the Return on Investment (ROI) was for every $1 spent on marketing, $42.88 of revenue was brought into the County and for every $1 spent there was a $1.38 in Tax Revenue. Public comment received from Karen Smith and Kevin Shelton who gave kudos to the Visitors Center for the work they do to bring visitors to Mariposa County. Board discussion ensued.

RESULT: INFORMATION RECEIVED

3. **Planning (ID # 12742)**

Discussion and Direction Follow Up Regarding Housing Programs in Mariposa County

Sarah Williams gave a PowerPoint presentation stating this follows direction that was given to staff in 2018. Staff presented various options to implement Housing programs. Ms. Williams noted that creating and finding Housing Programs does not just fall on the Planning Department, it also involves the Housing Development Specialist (CAO's Office) and Health and Human Services Agency. Public comment received by:

Jim Evans who suggested a housing trust fund be set up with a dedicated source of money. Mr. Evans suggested a $10 a night impact fee be placed on Vacation Rentals and that could generate money for the trust fund.

Karen Smith asked if it is being discussed to expand MPUD's territory all the way out to the Airport.

Colleen Rhodes stated she believed Supervisor Long, if he was to act, would be in violation of the Fair Political Practice Commission (FPPC) because he owns rental properties.

Eileen Collins wanted to echo a comment Supervisor Long had made in regard to standards that were in place years ago. Ms. Collins stated that when they purchased their 40-acre lot in the 70's, there was a 5-acre minimum, and they could have had up to 9 houses on their property. The thought then was to bring the older generations to live on the property with them. She suggested that subdivisions and additional homes needs to be addressed.

Ken Melton gave kudos on the presentation and stated the ideas were good. He suggested a round table discussion be held between the board and the public as there are changes that can be made at the local level.

Board discussion ensued and Ms. Williams noted they are working on title amendments to address these items; they will be brought back at a later date.

RESULT: INFORMATION RECEIVED

Report Out

4:11 PM Chair Smallcombe reported that in Closed Session, items number one, number two and number three, Information was Received, and Direction was given.

K. Board Information

No information was received.

L. Adjournment

4:11 PM Chair Smallcombe adjourned the meeting in memory of Gary Holden.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-176

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-177

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health 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.

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

REF ID# 12780

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-178

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. 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: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12607

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-179

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Request for Proposal to Conduct a Countywide Market Study

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RECOMMENDATION AND JUSTIFICATION:
Approve the Request for Proposals (RFP) to Conduct a Countywide Market Study; and Authorize the Economic Development Specialist to Advertise the Approved RFP.

If approved, staff would utilize grant funding to hire a contractor to study and develop the following, consistent with guidance from the Economic Vitality Strategy:

- A report summarizing the County's trade delineation, demographic profile, trends and psychographics
- A full leakage report, indicating specific goods and services that cannot be obtained in Mariposa County or which drive business outside of the county
- A cell phone geofencing data report
- An inventory of Mariposa County's businesses and key economic drivers
- A current business mix analysis report
- A roadmap for recruiting and attracting new businesses or expansion of existing businesses
- A purchasing decision maker focus program that would include focus groups, surveys and panel discussions

Research obtained through this grant will be used to better understand local consumer needs, support and enhance existing local businesses, and direct efforts to attract new businesses to meet unmet local economic demand.

This study is an action step in the County's 2017 update of the Economic Vitality Strategy. Specifically, that document directs staff to, "conduct a retail market demand study to quantify market demand, identify the types of retail shopping and dining opportunities that currently exist, identify gaps in retail services for residents and tourists, and quantify the amount of retail sales leakage to adjacent counties."

An approved RFP will be advertised on the County's website, through the California Association of Local Economic Developers (CALED), and directly with known consultants able and eligible to complete the work.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 23, 2021, the Board of Supervisors approved an application for a United States Department of Agriculture (USDA) Rural Business Enterprise Grant (RBEG) in the Amount of $40,000 to fund a countywide comprehensive market study; and authorized the County Administrative Officer to sign the grant application.

In September 2021, USDA awarded the $40,000 grant to Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the RFP and the County would not be able to conduct the countywide market study at this time.

FINANCIAL IMPACT:
The project will be funded by a $40,000 USDA grant that was awarded in September 2021. An in-kind contribution was approved as follows: $2,500 for the draft and distribution of the Request for Proposals (RFP); $10,000 for administration of the grant and project management; and $17,500 in report review and distribution in-kind services from the Economic Development Corporation of Mariposa County.

ATTACHMENTS:
Market Study Request for Proposal (PDF)

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

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)

FOR PROFESSIONAL SERVICES TO PROVIDE A BUSINESS MARKET STUDY FOR MARIPOSA COUNTY

Release Date: March 22, 2022

Deadline for Digital Submission: 5 P.M. Monday, April 25, 2022

Contact person:

Tara G. Schiff, Economic Development Specialist

(209) 742-1214

tschiff@mariposacounty.org

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

Mariposa County Retail & Business Opportunity

Market Study

RELEASE DATE: March 22, 2022

CLOSING DATE: Monday, April 25, 2022 at 5 PM PST
Late proposals will not be accepted

CONTACT PERSON:

Tara G. Schiff
Economic Development Specialist
Phone: (209)742-1214
Fax: (209)966-5147
tschiff@mariposacounty.org

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

Hours: Monday–Friday 8:00AM– 5:00PM

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

Purpose

Mariposa County received a USDA Rural Business Development Grant to administer a countywide market study. The need for a market study is indicated in the County's 2017 Economic Vitality Strategy (EVS) update, which lists five goals:

1. Strengthen and enhance the tourism sector.

2. Build and maintain a healthy, balanced economy with a diversity of businesses and employment.

3. Maintain, strengthen and grow local businesses.

4. Foster rural entrepreneurship.

5. Promote vibrant communities and town centers in which to live, work, and play.

One of the EVS action steps is to, "conduct a Retail Market Demand Study to quantify market demand, identify the types of retail shopping and dining opportunities that currently exist, identify gaps in retail services for residents and tourists, and quantify the amount of retail sales leakage to adjacent counties." Mariposa County does not have a business license requirement, so an accurate inventory of local businesses (asset mapping) is also desired.

The County

Founded in 1850, the County of Mariposa, located in the Sierra Nevada foothills, is rich in gold rush and agricultural history. Home to Yosemite National Park (YNP), tourism is the primary economic driver, in an otherwise small, rural economy. Mariposa County has no incorporated cities, leaving the county board of supervisors to direct the affairs of the entire jurisdiction.

According to the 2020 U.S. Census, Mariposa County has a population of approximately 17,682 within an area of 1,463 square miles (3,789 km^2). Government and tourism industries are the largest employers in the county, followed by education and health services. Much of the land is used for agriculture (see attachment C for land-use map). The majority of the citizens are on independent well and septic systems with a few special districts within the County that provide water and/or wastewater.

Project Background

As the home to Yosemite National Park, Mariposa County's economy is driven by the more than four million tourists who visit the park each year. While the novel coronavirus pandemic motivated a period of more local buying and support, it also highlighted opportunities to capture more spending at local businesses as part of the next "normal."

The need for a countywide market study was identified in the 2017 EVS update process. The Mariposa County Board of Supervisors approved a USDA grant application in Spring 2021 to fund the project that was recently approved. The EVS prioritization, available funding, and the need to understand how the pandemic has changed our local economy make this an ideal time to move forward with the countywide market study.

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

Scope of Work

Project Goals

The study is expected to provide an overview and analysis of Mariposa County's business market and an evaluation of what potential businesses could thrive in the County. In addition, a complete inventory of current businesses, as well as a leakage report that shows where Mariposa County is losing tax dollars due to the unavailability of particular goods and services within the County, are desired as well. This report should clearly identify non-tourism opportunities, shortfalls and needs, as well as tourism-related gaps.

The Scope of Work will include:

Project Tasks

- Trade Area Delineation
- Demographic Profile and Trends of residents and visitors
- Psychographics of residents or visitors
- Retail Demand Projections
- County Asset Mapping and Key Economic Drivers
- Current Business Mix Analysis
- Cell Phone Geofencing Data of Visitors
- Retail Leakage Report
- Purchasing Decision Maker Focus Program

Deliverables

- A report summarizing the County's trade delineation, demographic profile, trends, and psychographics.
- A full leakage report, indicating specific goods and services that are missing in the County and driving business outside of the County.
- Cell Phone Geofencing Data Report
- An inventory of Mariposa County's businesses and the key economic drivers.
- A current business mix analysis report.
- A roadmap for recruiting and attracting new businesses or expansion of existing businesses.
- A Purchasing Decision Maker Focus Program that would include focus groups, surveys and panel discussions.

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

Proposal Format

The following minimum information must be submitted. The County is seeking RFP responses in the following format:

Company Overview

Contain a brief description of the company's organizational structure, location of principal office, number of years in business, number of employees and an explanation of past projects relevant to all phases of the project described in this RFP. Experience in rural areas is particularly interesting.

Provide a minimum of three references for similar projects. References should be able to verify your firm's performance and ability to provide services for the quoted price.

If a joint venture, please overview all firms involved in the project.

Project Approach

Based on the scope of services described above, outline the development process (project stages, milestones, and deliverables) your firm will execute for this project, if selected. The proposal should also include a description of how existing county data will be used and a timeline for completing the project.

Detailed Methodology

Provide a detailed explanation on how your firm would conduct data gathering, surveys, interviews, types of databases accessed and implemented and how a data summation of this information is used to provide the resulting final report. Inclusion of details about past experiences using the identified methodologies and the results of those efforts is encouraged.

Project Team

List all proposed team members and their qualifications (including resumes) and roles in completing the scope of work. If the proposal includes more than one firm/entity, please identify the responsibilities of each firm or entity involved.

Specifically identify the principal or project manager in the firm who will have direct and continued responsibility for the services provided to the County. This person will be the County's first point of contact on all matters dealing with services offered and will handle day-to-day activities through to completion.

Specifically identify the individual responsible for leading public engagement, if different from the project manager.

Project Pricing

Provide an itemized budget for completing the scope of work that includes the proposed number of hours for each activity and an hourly rate for each team member. Provide sufficient detail that costs can be clearly identified, including those related to travel, production, and so on.

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

Evaluation Criteria

A review panel composed of County staff and officials will rate the initial proposals based upon standardized selection criteria, including the following:

- Understanding of the project as identified by the County;
- Basic understanding of the County of Mariposa and its opportunities and challenges;
- Understanding of and relevant experience providing the services required, especially for smaller counties in rural California;
- Experience and qualification of staff assigned to the project;
- Experience of the project manager;
- References and relevant work performed for those references;
- Accessibility of key personnel to County staff;
- Budget and fee structure;
- Willingness and ability to meet deadlines; and
- Ability to comply with insurance requirements.

It is anticipated that the most excellent proposals will be invited to interview prior to selection.

Key Action Dates/Timeline

• RFP released	March 22, 2022
• RFP interviews	May 23, 2022
• Contract negotiation	May 2022
• Begin work	June 1, 2022
• All work completed	not later than May 31, 2023

General Terms & Conditions

Limitation: The Request for Proposals (RFP) does not commit the County of Mariposa (County) to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The County reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The consultant shall maintain in full force and affect the insurance as outlined in Attachment B. The County reserves the right to waive or modify such insurance coverage. However, consultants meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement, acceptable to the Risk Manager, prior to execution of a contract. The consultant shall state their ability to meet the County's insurance requirements within their submittal.

Signature: The consultant's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and also who may be contacted during the period of proposal evaluation. The consultant's RFP response

shall be signed by an official authorized to bind the consultant, signifying complete understanding of and ability to comply with all requirements of the RFP, including those related to insurance as identified above.

Submission Instructions

Email digital proposal to: **tschiff@mariposacounty.org** no later than 5 PM PST, Monday, April 25, 2022 to the County of Mariposa, attention: **Tara G. Schiff**, *Community Development/Grant Coordinator*.

Questions may be directed to Tara G. Schiff, Community Development/Grant Coordinator, by telephone **(209)742-1214** or email at **tschiff@mariposacounty.org**

Late proposals will not be accepted.

Attachments:

Attachment A – 2017 Economic Vitality Strategy Update (***Economic Vitality Strategy and Implementation Plan for Mariposa County***)

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

Standard Insurance Requirements

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

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

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

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

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

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

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

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

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

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

(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.

Attachment: Market Study Request for Proposal (RES-2022-179 : Request for Proposal to Conduct a Countywide Market Study)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2022-180

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Budget Action to Pay Off CSA3 Lease ($343,088)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action to Pay Off CSA3 Lease ($343,088). The Auditor's office has received a payoff quote from Bank of the West to pay the remaining principal on the County's lease for CSA3 equipment. In order to pay this, a budget action must be approved by the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

At the Board meeting on December 21, 2021, the Board gave direction to the County Administrative Officer to take the actions necessary to pay off the equipment lease for CSA3 equipment. Approving this budget action will allow for payment of the remaining principal and interest on the lease.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this budget action would prevent the Auditor's office from processing payment for the remaining amount of principal and interest on the County's lease for CSA3 equipment.

FINANCIAL IMPACT:
Transfer from CSA3 Fund to Debt Service for CSA3 Lease in the amount of $343,088 to pay the remaining principal and interest on the lease for CSA3 equipment. There are adequate funds in the CSA3 Fund to do this.

ATTACHMENTS:
Budget Action - CSA 3 Loan Payoff (PDF)

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

REF ID# 12772

BUDGET ACTION FORM

FUND	DEPT	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3310	107	60201	Miscellaneous Expense			343,088
3310	107	80111	Transfer Out		343,088	
4770	107	49101	Transfer In		(343,088)	
4770	107	60453	Capital Lease Principal		343,088	
					343,088	343,088

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
3310	107	80111	Transfer Out		343,088	
4770	107	49101	Transfer In			343,088
					343,088	343,088

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

To Pay the remainder of the CSA 3 Loan for Equipment

DEPT HEAD SIGNATURE _____ DATE 3/11/2022

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT Auditor

AUDITOR'S USE ONLY
BA #

Attachment: Budget Action - CSA 3 Loan Payoff (RES-2022-180 : Approve Budget Action to Pay Off CSA3 Lease ($343,088))

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-181

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Ratify a Letter of Support for FAWIC/FRWDB

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter of Support for the Fresno Area Workforce Investment Corporation (FAWIC)/Fresno Regional Workforce Development Board (FRWDB)'s Workforce Development Grant proposal.

The FAWIC, FRWDB and partners are an asset to the County of Mariposa, in terms of the training of local residents in the Amador, Calaveras, Mariposa, and Tuolumne counties. Providing support for their application for funding will benefit the community if awarded.

This grant application requires several letters of support, one of which is requested to come from the Mariposa County Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not approve, and the individual Board members may submit a letter of support on their own.

ATTACHMENTS:
CalFIRE Letter of Support 3-22-22 (PDF)

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

REF ID# 12791

Attachment: CalFIRE Letter of Support 3-22-22 (RES-2022-181 : Ratify a Letter of Support for FAWIC/FRWDB)

March 17, 2022

Mr. Tim Robards
Staff Chief, Climate & Energy
California Department of Forestry and Fire Protection

ATTN: Partnership Letter for CalFIRE Business and Workforce Development Grant

Dear Mr. Robards:

Mariposa County Board of Supervisors is pleased to provide this letter of support for the Fresno Area Workforce Investment Corporation (FAWIC)/Fresno Regional Workforce Development Board (FRWDB)'s Workforce Development Grant proposal.

The Central Valley Forestry Corps is a best-practice model for equipping well-trained forestry and fuels management technicians to help mitigate wildland fire activity. The CVFC will equip the next generation of forestry conservation and fuels management technicians to help address the imminent need for fire suppression and fuels management. We support the training of local residents in the Amador, Calaveras, Mariposa, and Tuolumne counties and offer our enthusiastic support for this program.

We look forward to supporting with FAWIC and partners to implement the Central Valley Forestry Corps in this expanded location. CVFC will accelerate equity in employment and focus on strategies to link Mother Lode residents to quality jobs with prevailing wages in this high-demand sector. Should you have any questions, please do not hesitate to contact me at (209) 966-3222 or rsmallcombe@mariposacounty.org.

Sincerely,

Rosemarie Smallcombe
Mariposa County Board Chair

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-182

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to the Agreement with Knowledge Saves Lives, Inc. to Increase Compensation by $11,390 Per Year for Two Additional Training Sessions for a New Amount Not to Exceed $91,120; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This training event will consist of six 4-hour, site specific active threat training sessions, with up to 125 participants per training. The training is designed for all staff assigned to the individual departments. The not to exceed amount of the 3 year Agreement is $91,120.

The following locations will have on-site training in 2022: Health & Human Services Agency, Community Health Center, Government Center, Hall of Records, Public Works Department, and County Fire. Smaller offices will be asked to meet at one of these locations to join in on a training.

Each year the Safety Committee will determine where the on-site training locations will be most beneficial as well as provide employees an opportunity to train at various County facilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 4, 2021, the Mariposa County Safety Committee adopted the department safety plan. The department safety plan calls for this training to take place on an annual basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
It is important that all employees feel safe and are trained to be aware of their surroundings and act quickly in the event of an active shooter situation. The consequences of not being prepared could result in injury or death.

FINANCIAL IMPACT:
$22,780-Year 1 (Paid); $34,170-Years 2 & 3 for a Grand Total of $91,120 for 3 Years

REF ID# 12756

ATTACHMENTS:
Amendment #1 KSL Agreement(PDF)
KSL Agreement (PDF)

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

Knowledge Saves Lives Inc.

CONSULTING and TRAINING SERVICES CONTRACT
between
Mariposa County
And
Knowledge Saves Lives Incorporated

AMENDMENT #1
Contract No. CT-21-131

This Consulting/Training Services Contract ("Contract") is made by and between Mariposa County ("Client") and Knowledge Saves Lives Inc.("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name:	Knowledge Saves Lives Inc. (KSL INC.)
Physical Address:	3321 G Street, Suite C
City, State, ZIP:	Merced, CA 95340
Mailing Address:	P.O Box 1366
City, State, ZIP:	Los Banos, CA, 93635
Telephone:	(209) 710-0271
Facsimile:	(209) 325-4296
Email:	Training@knowledgesaveslives.com

Contractor will submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Corporation -EIN#27-22307884 California Corporation #3285310 Registered and Licensed since March 10th 2010

TERMS AND CONDITIONS

1. **Term and Termination.** This Amendment to an existing Contract becomes effective on 3/3/2022. Unless earlier terminated as provided below, this Contract shall continue through 6/30/2024.

2. **Detailed Description of Services / Statement of Work.** "See Exhibit B" Statement of work.

3. **Recitals.**
   a. Consultant. Contractor is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of the Client.
   b. Project. Client desires to engage Consultant to render its Services (defined below) from 3/3/2022 to 6/30/24.
   c. General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit B (Statement of Work) attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and federal laws, rules and regulations.

4. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   AMENDMENT #1 Exhibit A Payment Terms

   AMENDMENT #1 Exhibit B Statement of Work

Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

5. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** Client will make no payment until this Contract is fully executed by the authorized representatives of both parties.

   a. Reimbursable Expenses (please check all that apply): Client shall reimburse Contractor for the following Contractor expenses: **NONE**

   ☒ Client shall pay Contractor as described in attached Exhibit A.

   b. Invoicing (please check one):

   ☒ Invoicing and payment shall be as follows: Upon acceptance, invoice approval, and according to this Contract's Terms and Conditions. Client shall pay invoices net 30 days.

6. **Other Payment Issues.**

   a. Method of Payment: Unless otherwise specified in Section 5 (Reimbursable Expenses; Maximum Total Payment; Invoicing), Client shall pay Contractor net 30 days upon invoice approval and work acceptance.

   b. Payment on Early Termination: Upon termination, pursuant to Section 13 (Early Termination), Client shall pay Contractor as follows:

      (i) If Client terminates this Contract for its convenience under Section 13(a) or 13(b), then Client must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Client shall not be liable for any direct, indirect, or consequential damages. Termination by Client shall not constitute a waiver of any other claim Client may have against Contractor.

      (ii) If Contractor terminates this Contract under Section 13(c) due to Client's breach, then Client shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.

      (iii) If Client terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then Client must pay Contractor for work performed before the termination date less any setoff to which Client is entitled and if and only if Contractor performed such work in accordance with this Contract.

7. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the duration of this Contract and any amendment or extensions for twelve months. Contractor must submit to Client any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. Client alone reserves the right to reject any changes to this Contract it deems unacceptable; and any price increases also require the approval of the Client.

8. **Independent Contractor Status.** By its signature on this Contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the Client. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Client shall provide Contractor with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations respecting its employees and subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

   If the Client is using State funds for the Services and is required to enforce a labor compliance program, then Contractor will be required to enforce the Client's Labor Compliance Program ("LCP"), as applicable.

9. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of Client. Client may withhold such consent for any or no reason. If Client consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that

Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Client.

10. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

11. **No Third-Party Beneficiaries.** Client and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

12. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Client, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

13. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

    a. Mutual: Client and Contractor may terminate this Contract at any time by their written agreement.

    b. Client's Sole Discretion: Client in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.

    c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

    d. Contractor Licensing, etc.: Notwithstanding Section 13.c, Client may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

    e. Furlough: Client reserves the right to terminate or otherwise suspend this Contract immediately if Client's Board determines that funding is insufficient to remain fully open, calls for a Client-wide furlough or similar temporary Client reduction in operations or such reduction in operations occurs for any other reason. Any temporary closure shall not affect amounts due Contractor under this Contract for any services provided to Client, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

14. **Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, Client shall be entitled to any other available legal and equitable remedies. In case of Client breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

15. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to Client.

16. **Ownership of Work Products.** Contractor agrees that all work products created or developed for Client by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the Client. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Client a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *Client claims no right to any pre-existing work product of Contractor provided to Client by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for Client use only.*

17. **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the services and the conditions under which the services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; and (2) instructions in accident prevention for all employees and subcontractors,

Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

such as providing personal protective equipment such as ear plugs and safety glasses. The Client is responsible for the attendees wearing appropriate shoes and not allowing open toed shoes such as heels or sandals during a training event. The Client is responsible for maintaining adequate facilities for the proper inspection and maintenance of all safety measures.

18. **Security.** Any disclosure or removal of any Client matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against Client because of Contractor's willful or negligent release of information, documents, or property contained in or on Client property. Client hereby deems all information, documents, and property contained in or on Client property privileged and confidential.

19. **Employee Removal.** At Client's request, Contractor shall immediately remove any Contractor employee from all Client properties in cases where the Client in its sole discretion determines that removal of that employee is in the Client's best interests.

20. **Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

21. **Indemnification.**
    a. Contractor shall defend, indemnify, and hold harmless ("Indemnification") the Client, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against Client for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors (of all tiers) related to Contractor's performance or activities under this Contract. Contractor's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to Client. Contractor's Indemnification of Client shall not apply to the extent the damage, injury, or death is caused by the sole negligence or willful misconduct of Client, its officers, directors, employees, volunteers, or agents. Client will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
    b. Client shall defend, indemnify and hold harmless Contractor, its officers, directors, agents, volunteers, and employees from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the Services resulted in Post-Traumatic Stress Disorder (PTSD) or other mental or physical condition as a result of participation in any approved training event.

22. **Insurance.** The Contractor shall, at its sole cost and expense, maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:
    a. Commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection. The Client, its Board of Supervisors, and their officials, employees, and agents shall be named as additional insureds. There shall be no limitations on the coverage afforded to the Client, its Board of Supervisors, and their officials, employees, and agents.
    b. The Contractor WILL NOT be providing services that require Contractor to transport Client personnel.
    c. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than $1,000,000 per accident or occupational illness.
    d. The Contractor IS NOT required to obtain Professional Liability / Errors & Omissions (E&O) liability insurance.

23. **Waiver; Severability.** Waiver of any default or breach under this Contract by Client does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

24. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract or in any other manner prohibited by law. The parties further agree not to discriminate in their employment or personnel policies.

25. **Conflict of Interest**. Contractor shall disclose to Client any outside activities or interests that conflict or may conflict with the interests of the Client. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the Client, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the Client's Conflict of Interest Code. Contractor shall be subject to the broadest disclosure category in the Client's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Client. For the term of this Agreement, no member, officer or employee of Client, during the term of his or her service with Client, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

26. **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

27. **Confidentiality.** Contractor hereby acknowledges that certain records and information maintained by the Client, or by Contractor on behalf of the Client, are protected by law and shall not be released to third parties without express authorization from the Client. Such records include, but are not limited to personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by Client in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the Client's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the Client.

28. **Controlling Law; Venue.** The parties agree that California law will govern any dispute related to this Contract, and, subject to Section 34, any litigation arising out of the Contract shall be conducted in courts located in Mariposa County, California.

29. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

30. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

31. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Mariposa County, California before one arbitrator. The arbitration shall be administered by the Client's appointed arbitrator pursuant to its arbitration rules and procedures, if any. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

32. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. **Notices.** All notices or demands of any kind required or desired to be given by Client or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR	**CLIENT**
_____	_____
Signature	Signature
Paul Llanez, Chief Executive Officer	_____
Authorized Representative Printed Name	Printed Name Client Authorized Representative
March 3th 2022	_____
Date	Date

MAIL CORRESPONDENCE TO

Luiana Irizarry, Chief Financial Officer
Knowledge Saves Lives Inc.
3321 G Street, Suite C
Merced, CA 95340

Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

AMENDMENT #1

EXHIBIT A

PAYMENT TERMS

The Mariposa County shall pay Knowledge Saves Lives Incorporated the total amount below. Payment shall be made at the completion of the agreement statement of work annually.

Annually:
Year 1: $22,780.00 (PAID)
Year 2: $34,170.00
Year 3: $34,170.00

3-Year Total:
$91,120.00

For services described in the attached document. Invoice payments should be made to:

Knowledge Saves Lives Inc.
PO Box 1366
Los Banos, CA 93635

Invoice Net 30 upon receipt.

The balance of this page is intentionally left blank.

Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

AMENDMENT #1

EXHIBIT B

STATEMENT OF WORK

Contractor shall provide the following services:

Active Threat Scenario Training:

Three-year contract for Individual Emergency Preparedness Safety Training event for the employees of Mariposa County located within California. The future training event will consist of four 4-hour, site specific active threat trainings, with up to 125 participants per training annually. The training is designed for all staff assigned to the individual departments. KSL is responsible for providing the emergency preparedness training as well as follow up course evaluations for each attendee and an after-action report of each training provided. The report will be provided to Mariposa County within 14 days following the training event.

Locations below may be adjusted each year to provide the opportunity for different office locations to train at their own facility, and to alternate locations due to the quantity of sites.

Four Trainings Performed in Three Days

Two Sessions:
Location: Parking lot between buildings.
8:00 a.m. – 12:00 p.m. Government Center - $5,695.00
1:00 p.m. – 5:00 p.m. Hall of Records - $5,695.00

One Session:
Location: 5300 Highway 49 North, Mariposa 95338.
1:00 p.m. – 5:00 p.m. Community Health Center - $5,695.00

One Session:
Location: Public Works Ben Hur Yard.
8:00 a.m. – 12:00 p.m. Public Works - $5,695.00

Two Sessions:
Location: 5362 Lemee Way, Mariposa 95338.
8:00 a.m. – 12:00 p.m. - $5,695.00
1:00 p.m. – 5:00 p.m. - $5,695.00

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Attachment: Amendment #1 KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-247

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Three Year Contract Between Mariposa County and Knowledge Saves Lives Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with Knowledge Saves Lives, Inc. for Consulting and Training Services in Active Threat Scenario for All County Employees for an Amount not to Exceed $22,780 Per Year; and Authorize the Board of Supervisor Chair to Sign the Agreement.

This training event will consist of four 4-hour, site specific active threat trainings, with up to 125 participants per training. The training is designed for all staff assigned to the individual departments. The annual cost of the training will be $22,780 and will total $68,340 over the 3 year term.

The following locations will have on-site training: Government Center, Hall of Records, Probation Department, District Attorney's Office, and the Public Works Department. Smaller offices will be asked to meet at one of these locations to join in on a training.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 4, 2021, the Mariposa County Safety Committee adopted the department safety plan. The department safety plan calls for this training to take place on an annual basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
It is important that all employees feel safe and are trained to be aware of their surroundings and act quickly in the event of an active shooter situation. The consequences of not being prepared could result in injury or death.

FINANCIAL IMPACT:
$22,780 per year for 3 years

ATTACHMENTS:
Knowledge Saves Lives, Inc. Agreement (PDF)

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

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

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

CONSULTING and TRAINING SERVICES CONTRACT
between
Mariposa County
And
Knowledge Saves Lives Incorporated

Knowledge Saves Lives Inc.

Contract No. CT-21-131

This Consulting/Training Services Contract ("Contract") is made by and between Mariposa County ("Client") and Knowledge Saves Lives Inc.("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name:	Knowledge Saves Lives Inc. (KSL INC.)
Physical Address:	3321 G Street, Suite C
City, State, ZIP:	Merced, CA 95340
Mailing Address:	P.O Box 1366
City, State, ZIP:	Los Banos, CA, 93635
Telephone:	(209) 710-0271
Facsimile:	(209) 325-4296
Email:	Training@knowledgesaveslives.com

Contractor will submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Corporation -EIN#27-22307884 California Corporation #3285310 Registered and Licensed since March 10th 2010

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on 5/1/2021. Unless earlier terminated as provided below, this Contract shall continue through 6/30/2024.

2. **Detailed Description of Services / Statement of Work.** "See Exhibit B" Statement of work.

3. **Recitals.**
   a. Consultant. Contractor is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of the Client.
   b. Project. Client desires to engage Consultant to render its Services (defined below) from 5/1/2021 to 6/30/24.
   c. General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit B (Statement of Work) attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and federal laws, rules and regulations.

4. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   Exhibit A Payment Terms

   Exhibit B Statement of Work

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

5. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** Client will make no payment until this Contract is fully executed by the authorized representatives of both parties.

   a. Reimbursable Expenses (please check all that apply): Client shall reimburse Contractor for the following Contractor expenses: **NONE**

   ☒ Client shall pay Contractor as described in attached Exhibit A.

   b. Invoicing (please check one):

   ☒ Invoicing and payment shall be as follows: Upon acceptance, invoice approval, and according to this Contract's Terms and Conditions. Client shall pay invoices net 30 days.

6. **Other Payment Issues.**

   a. Method of Payment: Unless otherwise specified in Section 5 (Reimbursable Expenses; Maximum Total Payment; Invoicing), Client shall pay Contractor net 30 days upon invoice approval and work acceptance.

   b. Payment on Early Termination: Upon termination, pursuant to Section 13 (Early Termination), Client shall pay Contractor as follows:

   (i) If Client terminates this Contract for its convenience under Section 13(a) or 13(b), then Client must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Client shall not be liable for any direct, indirect, or consequential damages. Termination by Client shall not constitute a waiver of any other claim Client may have against Contractor.

   (ii) If Contractor terminates this Contract under Section 13(c) due to Client's breach, then Client shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.

   (iii) If Client terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then Client must pay Contractor for work performed before the termination date less any setoff to which Client is entitled and if and only if Contractor performed such work in accordance with this Contract.

7. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the duration of this Contract and any amendment or extensions for twelve months. Contractor must submit to Client any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. Client alone reserves the right to reject any changes to this Contract it deems unacceptable; and any price increases also require the approval of the Client.

8. **Independent Contractor Status.** By its signature on this Contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the Client. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Client shall provide Contractor with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations respecting its employees and subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

   If the Client is using State funds for the Services and is required to enforce a labor compliance program, then Contractor will be required to enforce the Client's Labor Compliance Program ("LCP"), as applicable.

9. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of Client. Client may withhold such consent for any or no reason. If Client consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Client.

10. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

11. **No Third-Party Beneficiaries.** Client and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

12. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Client, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

13. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

    a. Mutual: Client and Contractor may terminate this Contract at any time by their written agreement.

    b. Client's Sole Discretion: Client in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.

    c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

    d. Contractor Licensing, etc.: Notwithstanding Section 13.c, Client may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

    e. Furlough: Client reserves the right to terminate or otherwise suspend this Contract immediately if Client's Board determines that funding is insufficient to remain fully open, calls for a Client-wide furlough or similar temporary Client reduction in operations or such reduction in operations occurs for any other reason. Any temporary closure shall not affect amounts due Contractor under this Contract for any services provided to Client, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

14. **Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, Client shall be entitled to any other available legal and equitable remedies. In case of Client breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

15. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to Client.

16. **Ownership of Work Products.** Contractor agrees that all work products created or developed for Client by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the Client. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Client a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *Client claims no right to any pre-existing work product of Contractor provided to Client by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for Client use only.*

17. **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the services and the conditions under which the services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; and (2) instructions in accident prevention for all employees and subcontractors,

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such as providing personal protective equipment such as ear plugs and safety glasses. The Client is responsible for the attendees wearing appropriate shoes and not allowing open toed shoes such as heels or sandals during a training event. The Client is responsible for maintaining adequate facilities for the proper inspection and maintenance of all safety measures.

18. **Security.** Any disclosure or removal of any Client matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against Client because of Contractor's willful or negligent release of information, documents, or property contained in or on Client property. Client hereby deems all information, documents, and property contained in or on Client property privileged and confidential.

19. **Employee Removal.** At Client's request, Contractor shall immediately remove any Contractor employee from all Client properties in cases where the Client in its sole discretion determines that removal of that employee is in the Client's best interests.

20. **Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

21. **Indemnification.**
    a. Contractor shall defend, indemnify, and hold harmless ("Indemnification") the Client, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against Client for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors (of all tiers) related to Contractor's performance or activities under this Contract. Contractor's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to Client. Contractor's Indemnification of Client shall not apply to the extent the damage, injury, or death is caused by the sole negligence or willful misconduct of Client, its officers, directors, employees, volunteers, or agents. Client will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
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33. **Notices.** All notices or demands of any kind required or desired to be given by Client or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

Signature

Paul Llanez, Chief Executive Officer
Authorized Representative Printed Name

April 20th 2021
Date

CLIENT

Signature

Marshall Long, Board Chair
Printed Name Client Authorized Representative

May 4th, 2021
Date

MAIL CORRESPONDENCE TO

Luiana Irizarry, Chief Financial Officer
Knowledge Saves Lives Inc.
3321 G Street, Suite C
Merced, CA 95340

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

EXHIBIT A

PAYMENT TERMS

The Mariposa County shall pay Knowledge Saves Lives Incorporated the total amount below. Payment shall be made at the completion of the agreement statement of work annually.

Annually:
$22,780.00

3-Year Total:
$68,340.00

For services described in the attached document. Invoice payments should be made to:

Knowledge Saves Lives Inc.
PO Box 1366
Los Banos, CA 93635

Invoice Net 30 upon receipt.

The balance of this page is intentionally left blank.

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

EXHIBIT B

STATEMENT OF WORK

Contractor shall provide the following services:

Active Threat Scenario Training:

Three-year contract for Individual Emergency Preparedness Safety Training event for the employees of Mariposa County located within California. The future training event will consist of four 4-hour, site specific active threat trainings, with up to 125 participants per training annually. The training is designed for all staff assigned to the individual departments. KSL is responsible for providing the emergency preparedness training as well as follow up course evaluations for each attendee and an after-action report of each training provided. The report will be provided to Mariposa County within 14 days following the training event.

Four Trainings Performed in Three Days

Two Sessions:
Location: Parking lot between buildings.
8:00 a.m. – 12:00 p.m. Government Center - $5,695.00
1:00 p.m. – 5:00 p.m. Hall of Records - $5,695.00

One Session:
Location: District Attorney Parking lot.
1:00 p.m. – 5:00 p.m. District Attorney - $5,695.00

One Session:
Location: Public Works Yard.
8:00 a.m. – 12:00 p.m. Public Works - $5,695.00

The balance of this page is intentionally left blank.

Attachment: KSL Agreement (RES-2022-182 : Approve Amendment #1 to Agreement Between Mariposa County and Knowledge Saves Lives

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-183

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve an Amendment to the Agreement with Assistance Dogs of the West for a Courthouse Facility Dog

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment with Assistance Dogs of the West for a Courthouse Facility Dog to be used in the District Attorney's Office Victim Witness Services Program for the working life of the Courthouse Facility Dog; and Authorize the District Attorney and Courthouse Dog Handlers (Victim Witness Supervisor and District Attorney) to Sign the Amendment, Courthouse Facility Dog Bill of Rights, Client Waiver of Liability and Client Media Release Authorization.

The District Attorney is requesting signature authorization of the DA and Courthouse dog handlers due to the nature of the documents and agreement that include the handling of a dog.

This amendment is necessary due to internal programmatic change for our secondary handler to change from Victim Witness Advocate Danielle Troup to District Attorney, Walter Wall. The District Attorney also will need to sign the Waiver of Liability and Informed Consent Release as well as Client Media Release Authorization.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Victim Witness Services applied for the County Victim Services Grant in 2019 which had included the cost for client training and dog placement for the District Attorney's Office Victim Witness Services Program through Assistance Dogs of the West. With COVID-19 Pandemic limitations, training and dog placement has been continuously delayed, however our primary handler and Victim Witness Supervisor has been matched with a dog and the District Attorney's Office Victim Witness Services Program can begin the process of placing a trained Courthouse Facility Dog.

The Board of Supervisors has approved the grant and costs for the Courthouse Facility Dog program in Resolutions: RES-2019-593, RES-2020-573 and RES-2021-532.

The board approved the first version of this agreement in December 2021 in RES-2021-670.

As a result of this agreement lasting the duration of the working life of the Courthouse

Facility Dog, the board must approve all multi-year contracts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved, the District Attorney's Office Victim Witness Services Program will not fulfill the handler agreement needed for Assistance Dogs of the West to place a Courthouse Facility Dog and the placement of ADW Ellie could be postponed until such an amendment is approved.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
ADW Courthouse facility dog bill of rights (PDF)
Amended CPT Facility Courthouse Agreement (March 08, 2022) (PDF)
RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (PDF)
ADW- CLIENT Media Release Authorization (PDF)
21 - CLIENT Waiver of Liability (PDF)

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



Date _____

The ADW Courthouse/Facility Dog's Bill of Rights

As the handler of a courthouse/facility dog, I will:

- Obtain my dog's consent to participate in the work
- Provide gentle training to help my dog understand what they are supposed to do
- Be aware and considerate of my dog's perception of the world
- Not leave my dog with another handler in another house for the first 90 days (3 months.) Six months is best to relieve my dog's anxiety, and help with my dog's transition.
- Give my dog three months to adapt to the new work environment before adding a case load
- Keep my dog's best interest in mind while working with the secondary handler.
- Coach the secondary handler how to work effectively with my dog to provide a successful outcome.
- Guide the client, staff, and visitors to interact with my dog appropriately
- Focus on my dog as much as the client, staff, and visitors
- Pay attention to my dog's nonverbal cues
- Take action to reduce my own and my dog's stress
- Support my dog during interactions with the client
- Protect my dog from overwork, and be their advocate
- Give my dog ways to relax after sessions or provide a day off
- Provide my dog a well-rounded life with nutritious food, medical care, physical and intellectual exercise, social time, and activities beyond work
- Play with my dog when we are at work and at home
- Respect my dog's desire to retire from work when they think it is time, even if it is earlier than I think.

As the secondary handler of a courthouse/facility dog, I will

- Practice and reinforce the skills necessary to work effectively with the courthouse/facility dog
- Report behaviors to the primary handler ASAP.

_____ _____

Primary Handler Supervisor

_____ _____

Secondary Handler Assistance Dogs of the West

Attachment: ADW Courthouse facility dog bill of rights (RES-2022-183 : Approve an Amendment to the Agreement with Assistance Dogs of the

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

Client Placement Facility Training
Letter of Agreement

Assistance Dogs of the West (ADW) provides trained assistance dogs to individuals working in professional settings. Upon acceptance into ADW Client Placement Training, certain obligations are expected from the ADW Client and dog Handlers. This letter of agreement and the Handler Agreement, which is attached and incorporated herein, are intended to define those obligations in order to clearly communicate expectations and to maintain Assistance Dogs of the West's standards and commitment to quality.

ADW and Mariposa County District Attorney's Office ("Client") hereby agree to cooperate to place an Assistance Dog (the "Dog")ADW Ellie. The Dog will be trained by ADW to assist and work in Client's facility, in accordance with the terms set forth below:

1. **Commitment.** Client understands and acknowledges that the continued care and training of an Assistance Dog require constant vigilance with respect to the needs of the Dog. As well as a commitment to care for that Dog during its working life and beyond in accordance with the standards of ADW and Assistance Dogs International. Client also understands and acknowledges that dogs learn at different rates and may require additional training prior to, during or after placement. ADW retains the sole discretion to whether the Dog requires any such additional training. In the event of any personnel changes that impact the program or management of the Handler; Client will contact ADW so that they can confer regarding the program and all issues regarding the Handlers and the Dog.

2. Handler Selection ADW will provide guidance to the Client with respect to criteria and qualifications needed for a Handler. The Client and Handlers will then complete the application paperwork. ADW will review the application paperwork and determine if the proposed use of the Dog and the proposed Handlers are suitable and meet its criteria. Upon approval of the Handlers by ADW and receipt of the application fee and retainer, the proposed Handler and, if applicable, secondary Handler will be interviewed at ADW in Santa Fe, New Mexico. The interview process usually takes two days during which time ADW staff will work closely with the Handlers and Client to understand the specific facility needs, environment and work style in order to assess the Handler's suitability and match the Handlers with the right dog. ADW reserves the right to determine whether the proposed Handlers are suitable and qualified.

3. **Dog Match**. Upon acceptance by ADW of the proposed Handlers following the interview process, the dog match process begins. This process will require at least two visits to the ADW office for interviews to assess potential matches. Sometimes this process may require additional visits to complete the process. If for any reason there is a Handler change this process must be repeated from the beginning. At the conclusion of the dog match process ADW and the Client designate Jessica Mimnaugh as the primary Handler of the Dog and Walter Wall as the secondary Handler of the Dog ("Handlers"). Handlers agree to be bound by the terms of this Agreement except that Handlers are not responsible for the payment obligation described in Paragraph 4 below. Handlers are also responsible for compliance with the terms of the Handler Agreement and Dog Bill of Rights attached hereto, which describes the Handler responsibilities and commitment to the care of the Dog. Client shall maintain a qualified Handler and, if necessary, secondary Handler on its staff at all times. Each Handler must complete the Handler Selection and Dog Match process. ADW and Client agree that the primary services that the Dog is to perform for Client (or persons to whom Client renders services) are Courthouse Facility Dog.

4. **Client & Handler Training.** In Client Placement Training, participants will gain an understanding of theoretical concepts and a working knowledge of service dog training and handling skills. They will be introduced to and learn to apply observation skills, positive reinforcement methodologies, and problem solving skills necessary to manage their dog in all working environments. ADW instructors will explain issues of public access concerning the Dog, along with the Handlers' responsibilities in their working environments. Client Placement Training will occur at times agreed upon by Client and ADW. The Dog will be placed with Client in March or April of 2022 and upon Handlers' successful completion of Client Placement Training. Generally, training lasts ten days with four days of Zoom instruction learning: dog theory; husbandry; dog safety and health; courtroom etiquette; victim care and safety with working with a canine and public access followed by seven days of learning and practicing skills. This is intensive training and the amount of time required to complete it may vary. Therefore, the date and timing of the Client Placement Training may change depending on whether the dog is ready to be placed. ADW has the sole discretion to determine the placement date and whether the dog is ready to be placed In Client Placement Training sessions, Client agrees to:

a. Come to class prepared each day;

b. Practice the exercises learned in class with the Dog;

c. Use the humane training methods and tools Client/Handler will learn;

d. Raise and discuss any questions or concerns with the ADW instructor;

e. Focus on class content and learning assistance dog handling skills and not on personal issues; and,

f. Keep the Dog on a leash at all times when in class or out in public unless otherwise instructed.

g. Client/Handler will be required to pass the Assistance Dogs International Public Access Test before receiving an ADW vest and Handler card.

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

In advance of the actual placement of Dog with its Handler, ADW will provide the Client with a list of requirements such as facilities or supplies required for on-site training, timeline and expectations of such training, required visits to work sites and Handler's homes.

5. **Training of Any Replacement Handlers.** In the event that either of the Handlers ceases to be employed by Client for any reason, ADW and Client will jointly work to approve a replacement Handler through the Handler Selection and Dog Selection processes described above. Client agrees to pay ADW for the Client Placement Training to that replacement Handler in advance of the training at its usual and customary charge for training plus expenses. [ADW acknowledges that sometimes Handler changes are necessary and will work with Client in the event of a change. However, because any change in Handler is stressful for the Dog there should be no more than one Handler change during the Dog's working life. ADW reserves the right to fully assess the proposed Handler and assess whether the Dog will be able to continue following any change.]

6. **Payment and Placement Retainer.** In order for all parties to budget, upon execution of this agreement Client shall pay ADW Twelve Thousand dollars ($12,000.00) as a retainer for ADW's fees for services under this Agreement. This retainer includes the Handler Selection, Dog Match, Client Placement Training for the Handlers. This retainer is an advance or deposit, which will be held in trust by ADW and applied as ADW's fees and charges are incurred. ADW will provide an invoice on a regular basis showing the withdrawal of funds from the retainer as services are rendered. Client shall also pay ADW Two Thousand dollars ($2,000.00) as a cost retainer against costs incurred by ADW during the site preparation and home visits. If at the end of the placement there are any funds remaining in the cost retainer those funds will be refunded to Client. If there are charges in addition to the retainers such as charges for additional site visits, replacement Handler training or additional on-site training ADW will estimate such costs and request a separate retainer at that time. By signing this agreement Client authorizes ADW to withdraw amount from the retainer to pay for the fees and costs described above.

7. **Client Costs.** All costs such as travel, lodging meals etc. incurred by the Client as the result of the Handler interviews, dog match process, training, placement and attendance at the ADW graduation ceremony or Public Access Tests are the sole responsibility of the Client. ADW will be happy to assist the Client in estimating these costs for their budget purposes.

8. **ADW remains the Owner of the Dog. Client is Custodian.** Client understands and acknowledges that ADW shall retain ownership of the Dog at all times and, upon placement of the Dog with Client, Client is the custodian of the Dog. [See item #11 Limited Agreement to Replace the Dog]

6. **Client & Handlers Provide Primary Care.** Upon physical placement of the Dog with Client, Client agrees to be financially and morally responsible for the Dog's wellbeing and primary care including but not limited to the following:

a. Providing the Dog with good health care, which includes taking the Dog to a veterinarian at least once a year for a complete health checkup as well as for

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

booster shots, heartworm tests, and any required or recommended vaccinations or medication or teeth cleaning. Client will provide annual veterinary records to ADW through the working life of the Dog in compliance with Assistance Dogs International and ADW standards.

If the Dog becomes sick or injured, Client will take the Dog to a veterinarian immediately and will notify ADW immediately in writing of any illness or injury requiring veterinary care. Upon such notification, Client will consult with ADW and at ADW's request will have the Dog examined and treated by a veterinarian of ADW's choice. Client remains responsible for paying all veterinary fees.

b. Providing for the Dog's needs and properly feed, groom, and exercise the Dog. It is extremely important for working dogs to maintain a proper weight. Client and Handler will be provided with an ideal weight for the Dog in writing and will be required to weigh the Dog on a monthly basis and report the Dog's weight in writing to ADW on a monthly basis for the first year; or more often if requested or if the Dog weighs more than five pounds over the ideal weight.

c. At the time of the placement Client will provide ADW with a proposed work schedule for the Dog. For the first three months (90 days), the Dog should not work or should be given a very light workload of not more than two hours per day. ADW must approve the proposed work schedule. The first three months with the Handler is a critical bonding period and the Handler should not travel, without the Dog, with the Dog or leave it in respite care. The Client should check in on at least a yearly basis to discuss and determine if the schedule should be adjusted for the Dog's age, level of stress or other factors. Client is responsible for adhering to that schedule. Client will monitor and immediately report any signs of overwork or stress on the part of the Dog to ADW in writing.

c. Practice obedience and skill training with the Dog every day, as taught by the ADW trainers.

d. Ensure that the Dog has a happy and stable home environment where it can live and sleep in Handlers' home (house, apartment, etc.) Never allow the Dog to run loose outside unless in a fenced area.

e. Handlers may not leave the Dog alone in any motor vehicle unless it is a certified K9 vehicle with proper temperature control, crate, and other canine-centric accessories including alarms for theft and/or temperature control failure.

f. Always clean up after the Dog when out in public.

g. Keep the Dog under control, on a leash, and well behaved in public. If the person handling the Dog's leash is unable to hold the leash in a hand or attached to the peg of an electric wheelchair, a person so able will handle the Dog. The Dog's leash will never be fastened to unsafe or unstable locations (i.e., a manual wheelchair, walker, or outside posts).

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

h. Pay for any injuries or damages to persons or property caused by the Dog.

i. Never allow the Dog to be used for a purpose for which it has not been trained and prevent any use of the Dog for any experiments and/or cruel or illegal purposes.

j. Allow any person not approved by ADW to act as a Handler or keep, house or care for the Dog.

j. Have the Dog wear the ADW Vest provided to Client by ADW whenever the Dog is performing service for the Client or persons to whom the Client provides services.

9. **Regular Contact with ADW.** After the Dog is placed, Client agrees to maintain regular contact with ADW. Client and Handlers agree to call or write to ADW immediately if there are any concerns or problems with the Dog that Client cannot solve or if there is a change in the Dog's circumstances (including a change in Handler's home or life such as another pet, child, partner etc., change in the Dogs' duties, or significant change in the Dog's work hours or usage by Client. Following any report of concern or problem, ADW will recap the issue and provide a list of next steps to resolve the issue, which must be agreed to by the Client. The Client will report in writing on progress with such steps at any interval specified by ADW depending on the nature of the concern or problem. Client will promptly respond to all inquiries from ADW and for the first year of placement of the Dog with Client, Client will respond promptly to ADW's Monthly Client Surveys; and, for thereafter, Client will respond promptly to ADW's Annual Client Survey, as well as submit Annual Veterinarian records.

10. **ADW Right to Visit.** ADW personnel may visit Client, Handlers, and Dog at any time. Client will cooperate with any such visits and provide any and all information concerning the Dog or the Handlers to ADW upon request.

11. **Client as Ambassador.** Client understands that when the Dog is in public places, the Dog, Handler and Client are ambassadors for Assistance Dogs of the West and the service dog industry and must not deliberately cause a negative reflection. When the opportunity presents itself, Client agrees to use reasonable efforts to assist in educating the community, in a non-confrontational manner, on the benefits a person receives through the use of a service dog.

12. **Graduation**. At least one representative of Client will attend the ADW Graduation Ceremony scheduled for the Dog in recognition of the student trainers who helped ADW train the Dog. No Client shall be required to participate in other fund raising or public relations activities without their permission.

13. **Limited Agreement to Replace the Dog**. If the Dog suffers from or dies of genetic health problems as determined by a veterinarian selected by ADW, within one (1) year of placement, ADW shall provide Client with a new trained assistance dog without cost in a regularly scheduled process as a trained assistance dog suitable to Client becomes available. ADW has no obligation to replace the Dog if the Dog's death or illness is caused by any reason other than genetic health problems.

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

14. **Client's Primary Financial and Legal Responsibility; Covenant not to Sue.** ADW has trained the Dog but when Client takes physical possession of the dog, ADW is no longer financially or legally responsible for the Dog. Client and Handlers will not bring any action, lawsuit, or claim against ADW and/or any of its agents, representatives, volunteers, employees or anyone otherwise connected with ADW, if the Dog causes injuries or damages to persons or property; develops problems with obedience and/or skill training, or for any other reason. If an outside person or firm brings legal action against the Client and ADW, the Client will assume all financial responsibility for ADW's legal fees.

15. **Indemnification.** In the event that any person or other entity brings any action, lawsuit or claim against ADW, its agents, representatives, volunteers, employees or anyone otherwise connected with ADW for injuries or damages to persons or property caused by my/our Assistance Dog, I/we shall defend, indemnify and hold harmless ADW, its agents, representatives, volunteers, employees or anyone otherwise connected with ADW.

16. **Return of the Dog to ADW.** While it is the goal of ADW and Client that the placement of the Dog with Client be long term and possibly permanent, ADW has the right to immediate possession of the Dog upon demand to Client if ADW determines, in its sole discretion, that such return is in the best interests of the Dog. Reasons that ADW may elect to take immediate possession of the Dog include, but are not limited to:

a. Failure of Client and/or Handlers to properly care for the Dog as required by Paragraph 6 of this Agreement;

b. Failure to provide information or reports as required by ADW;

c. Use of the Dog for purposes other than those described in the last sentence of Paragraph 1 above;

d. Handler ceases to work for Client and/or handle the Dog, ADW at its sole discretion, determines that Client does not have an adequate replacement Handler;

e. Change in management at Client (which, if Client is a governmental agency, includes changes in administration resulting from an election, appointment, retirement, or similar changes);

f. Change in Client's mission; or in the specified work for which the Dog is used.

g. If applicable, failure to comply with any remedial measures required by ADW pursuant to Paragraph 17 below.

17. **Optional Remedial Measures.** In lieu of taking immediate possession of the Dog as provided in Paragraph 16 above, ADW, in its sole discretion, may require Client to take specified remedial actions. If those remedial actions involve any additional, supplemental, or

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

remedial training by ADW, Client shall pay for such training in advance at ADW's then current rates for such training, plus expenses. A determination by ADW to require remedial measures by Client on one occasion does not obligate ADW to require remedial measures by Client on any other occasion in which ADW is otherwise permitted to take immediate possession of the Dog.

18. **Client Self-Determines it Cannot Keep the Dog.** In the event that Client's circumstances change and he/she is unable to keep the Dog, Client shall immediately notify and return the Dog to ADW or consult with ADW on the appropriate change of Handler. Client agrees that it shall not sell or give the Dog to anyone other than ADW and shall not abandon the Dog.

19. **ADW Logo Cape or Ves**t. ADW will provide Client a vest or cape with ADW's logo upon placement of the Dog with Client. That vest or cape must be returned to ADW upon ADW's request.

20. **Retirement of the Dog.** Assistance dogs have a working life that is less than their natural life. It is therefore important to plan for the future and assess the retirement needs of the Dog and discuss a timeline for finding a successor dog if desired, due to the time required to select and train any subsequent dog. Client and ADW will confer when the Dog turns five regarding the Dog's anticipated retirement from active work as an assistance dog. At that time they may discuss alterations in work schedule or other alternatives. Client and ADW will confer every year thereafter or more frequently if the Dog shows signs of aging or stress. ADW retains the sole discretion to decide when the Dog shall retire. When ADW, in its sole discretion, determines that it is time for the Dog to retire and if the Dog is still placed with Client, ADW will give the Handler the first option to take possession of the Dog in retirement.

21. **Governing Law; Mandatory Venue**. The interpretation and performance of this Agreement shall be governed by the law of the State of New Mexico. In the event any lawsuit is filed related to this Agreement, venue shall be in New Mexico state district court in Santa Fe County, New Mexico. Client and Handlers all agree unequivocally to submit to venue and the jurisdiction of New Mexico state district court in Santa Fe County, New Mexico for any lawsuits brought pursuant to this Agreement.

20. **Notices**. Any notices under this Agreement shall be made in accordance with this Paragraph.

Notice to ADW from Client shall be made to the following two persons:

Linda Milanesi, CEO/President
505-986-9748
linda@assistancedogsofthewest.org

Jill Felice, Founder/Senior Vice President
505-986-9748
info@assistancedogsofthewest.org

Notice to Client from ADW shall be made to the following person:
Jessica Mimnaugh, Victim Witness Supervisor, (209)742-7441, jmimnaugh@mariposacounty.org

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

Agreed to by the undersigned this _____ day of _____, 20___:

Mariposa County District Attorney's Office("Client")

By:_____

Name: Walter W. Wall

Title: District Attorney

Primary Handler:

_____

Name: Jessica Mimnaugh

Secondary Handler:

_____

Name:Walter W. Wall

Assistance Dogs of the West

By: _____

Linda Milanesi, its CEO/President

Attachment: Amended CPT Facility Courthouse Agreement (March 08, 2022) (RES-2022-183 : Approve an Amendment to the Agreement with

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-670

MEETING: December 14, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve an Agreement with Assistance Dogs of the West for a Courthouse Facility Dog

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Multi-year Agreement with Assistance Dogs of the West for a Courthouse Facility Dog to be used in the District Attorney's Office Victim Witness Services Program for the working life of the Courthouse Facility Dog; and Authorize the District Attorney and Courthouse Dog Handlers (Victim Witness Advocate and Supervisor) to Sign the Agreement.

The District Attorney's Office Victim Witness Services Program currently has no Courthouse Facility Dog Program. However, under California Penal Code Section 868.4, Witness Testimony: Therapy Dogs and Facility Dogs, the law allows for a trained and certified therapy or facility dogs to be utilized in violent criminal cases for victims and witnesses of crime.

This agreement allows for two handlers to be trained as Courthouse facility Dog handlers and a dog to be placed with our program. The agreement also allows for continued support from Assistance Dogs of the West through the working life of the dog and onsite instruction and training for the District Attorney's Office. The fees associated with this agreement is in the amount of twelve thousand dollars ($12,000) and shall be paid upon execution of the agreement with budgeted grant funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Victim Witness Services applied for the County Victim Services Grant in 2019 which had included the cost for client training and dog placement for the District Attorney's Office Victim Witness Services Program through Assistance Dogs of the West. With COVID-19 Pandemic limitations, training and dog placement has been continuously delayed, however our primary handler and Victim Witness Supervisor has been matched with a dog and the District Attorney's Office Victim Witness Services Program can begin the process of placing a trained Courthouse Facility Dog.

The Board of Supervisors has approved the grant and costs for the Courthouse Facility Dog program in Resolutions: RES-2019-593, RES-2020-573 and RES-2021-532.

As a result of this agreement lasting the duration of the working life of the Courthouse

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

Facility Dog, the board must approve all multi-year contracts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved, the District Attorney's Office Victim Witness Services Program will not fulfill grant obligations and the funding for the Courthouse Facility Dog will not be available past December 31st, 2021.

FINANCIAL IMPACT:
Available Funds from the County Victim Services Program Grant (XC) will be utilized which will not affect the General Fund.

ATTACHMENTS:
CPT Facility Courthouse Agreement LM 2019- Revised 11.29.2021- Mariposa County Victim Services (PDF)
ADW Courthouse facility dog bill of rights (PDF)

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

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

Client Placement Facility Training
Letter of Agreement

Assistance Dogs of the West (ADW) provides trained assistance dogs to individuals working in professional settings. Upon acceptance into ADW Client Placement Training, certain obligations are expected from the ADW Client and dog Handlers. This letter of agreement and the Handler Agreement, which is attached and incorporated herein, are intended to define those obligations in order to clearly communicate expectations and to maintain Assistance Dogs of the West's standards and commitment to quality.

ADW and Mariposa County District Attorney's Office ("Client") hereby agree to cooperate to place an Assistance Dog (the "Dog"), which will be named in Addendum A, a copy of which is attached hereto. The Dog will be trained by ADW to assist and work in Client's facility, in accordance with the terms set forth below:_____

1. **Commitment.** Client understands and acknowledges that the continued care and training of an Assistance Dog require constant vigilance with respect to the needs of the Dog. As well as a commitment to care for that Dog during its working life and beyond in accordance with the standards of ADW and Assistance Dogs International. Client also understands and acknowledges that dogs learn at different rates and may require additional training prior to, during or after placement. ADW retains the sole discretion to whether the Dog requires any such additional training. In the event of any personnel changes that impact the program or management of the Handler; Client will contact ADW so that they can confer regarding the program and all issues regarding the Handlers and the Dog.

2. Handler Selection ADW will provide guidance to the Client with respect to criteria and qualifications needed for a Handler. The Client and Handlers will then complete the application paperwork, a copy of which is attached hereto for reference as Addendum B. ADW will review the application paperwork and determine if the proposed use of the Dog and the proposed Handlers are suitable and meet its criteria. Upon approval of the Handlers by ADW and receipt of the application fee and retainer, the proposed Handler and, if applicable, secondary Handler will be interviewed at ADW in Santa Fe, New Mexico. The interview process usually takes two days during which time ADW staff will work closely with the Handlers and Client to understand the specific facility needs, environment and work style in order to assess the Handler's suitability and match the Handlers with the right dog. ADW reserves the right to determine whether the proposed Handlers are suitable and qualified. Upon acceptance of the proposed Handlers they will be identified in Addendum A hereto.

3. **Dog Match**. Upon acceptance by ADW of the proposed Handlers following the interview process, the dog match process begins. This process will require at least two visits to the ADW office for interviews to assess potential matches. Sometimes this process may require additional visits to complete the process. If for any reason there is a Handler change this process must be repeated from the beginning. At the conclusion of the dog match process ADW and the Client designate Jessica Mimnaugh as the primary Handler of the Dog and Danielle Troup as the secondary Handler of the Dog ("Handlers"). Handlers agree to be bound by the terms of this Agreement except that Handlers are not responsible for the payment obligation described in Paragraph 4 below. Handlers are also responsible for compliance with the terms of the Handler Agreement and Dog Bill of Rights attached hereto, which describes the Handler responsibilities and commitment to the care of the Dog. Client shall maintain a qualified Handler and, if necessary, secondary Handler on its staff at all times. Each Handler must complete the Handler Selection and Dog Match process. ADW and Client agree that the primary services that the Dog is to perform for Client (or persons to whom Client renders services) are Courthouse Facility Dog [describes].

4. **Client & Handler Training.** In Client Placement Training, participants will gain an understanding of theoretical concepts and a working knowledge of service dog training and handling skills. They will be introduced to and learn to apply observation skills, positive reinforcement methodologies, and problem solving skills necessary to manage their dog in all working environments. ADW instructors will explain issues of public access concerning the Dog, along with the Handlers' responsibilities in their working environments. Client Placement Training will occur at times agreed upon by Client and ADW. The Dog will be placed with Client _____[upon Handlers' successful completion of Client Placement Training]. Generally, training lasts between _____ and _____. This is intensive training and the amount of time required to complete it may vary. Therefore, the date and timing of the Client Placement Training may change depending on whether the dog is ready to be placed. ADW has the sole discretion to determine the placement date and whether the dog is ready to be placed In Client Placement Training sessions, Client agrees to:

a. Come to class prepared each day;

b. Practice the exercises learned in class with the Dog;

c. Use the humane training methods and tools Client/Handler will learn;

d. Raise and discuss any questions or concerns with the ADW instructor;

e. Focus on class content and learning assistance dog handling skills and not on personal issues; and,

f. Keep the Dog on a leash at all times when in class or out in public unless otherwise instructed.

g. Client/Handler will be required to pass the Assistance Dogs International Public Access Test before receiving an ADW vest and Handler card.

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

In advance of the actual placement of Dog with its Handler, ADW will provide the Client with a list of requirements such as facilities or supplies required for on-site training, timeline and expectations of such training, required visits to work sites and Handler's homes.

5. **Training of Any Replacement Handlers.** In the event that either of the Handlers ceases to be employed by Client for any reason, ADW and Client will jointly work to approve a replacement Handler through the Handler Selection and Dog Selection processes described above. Client agrees to pay ADW for the Client Placement Training to that replacement Handler in advance of the training at its usual and customary charge for training plus expenses. [ADW acknowledges that sometimes Handler changes are necessary and will work with Client in the event of a change. However, because any change in Handler is stressful for the Dog there should be no more than one Handler change during the Dog's working life. ADW reserves the right to fully assess the proposed Handler and assess whether the Dog will be able to continue following any change.]

6. **Payment and Placement Retainer.** In order for all parties to budget, upon execution of this agreement Client shall pay ADW Twelve Thousand dollars ($12,000.00) as a retainer for ADW's fees for services under this Agreement. This retainer includes the Handler Selection, Dog Match, Client Placement Training for the Handlers designated in Addendum A. This retainer is an advance or deposit, which will be held in trust by ADW and applied as ADW's fees and charges are incurred. ADW will provide an invoice on a regular basis showing the withdrawal of funds from the retainer as services are rendered. Client shall also pay ADW Two Thousand dollars ($2,000.00) as a cost retainer against costs incurred by ADW during the site preparation and home visits. If at the end of the placement there are any funds remaining in the cost retainer those funds will be refunded to Client. If there are charges in addition to the retainers such as charges for additional site visits, replacement Handler training or additional on-site training ADW will estimate such costs and request a separate retainer at that time. By signing this agreement Client authorizes ADW to withdraw amount from the retainer to pay for the fees and costs described above.

7. **Client Costs.** All costs such as travel, lodging meals etc. incurred by the Client as the result of the Handler interviews, dog match process, training, placement and attendance at the ADW graduation ceremony or Public Access Tests are the sole responsibility of the Client. ADW will be happy to assist the Client in estimating these costs for their budget purposes.

8. **ADW remains the Owner of the Dog. Client is Custodian.** Client understands and acknowledges that ADW shall retain ownership of the Dog at all times and, upon placement of the Dog with Client, Client is the custodian of the Dog. [See item #11 Limited Agreement to Replace the Dog]

6. **Client & Handlers Provide Primary Care.** Upon physical placement of the Dog with Client, Client agrees to be financially and morally responsible for the Dog's wellbeing and primary care including but not limited to the following:

a. Providing the Dog with good health care, which includes taking the Dog to a veterinarian at least once a year for a complete health checkup as well as for

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

booster shots, heartworm tests, and any required or recommended vaccinations or medication or teeth cleaning. Client will provide annual veterinary records to ADW through the working life of the Dog in compliance with Assistance Dogs International and ADW standards.

If the Dog becomes sick or injured, Client will take the Dog to a veterinarian immediately and will notify ADW immediately in writing of any illness or injury requiring veterinary care. Upon such notification, Client will consult with ADW and at ADW's request will have the Dog examined and treated by a veterinarian of ADW's choice. Client remains responsible for paying all veterinary fees.

b. Providing for the Dog's needs and properly feed, groom, and exercise the Dog. It is extremely important for working dogs to maintain a proper weight. Client and Handler will be provided with an ideal weight for the Dog in writing and will be required to weigh the Dog on a monthly basis and report the Dog's weight in writing to ADW on a monthly basis for the first year; or more often if requested or if the Dog weighs more than five pounds over the ideal weight.

c. At the time of the placement Client will provide ADW with a proposed work schedule for the Dog. For the first three months (90 days), the Dog should not work or should be given a very light workload of not more than two hours per day. ADW must approve the proposed work schedule. The first three months with the Handler is a critical bonding period and the Handler should not travel, without the Dog, with the Dog or leave it in respite care. The Client should check in on at least a yearly basis to discuss and determine if the schedule should be adjusted for the Dog's age, level of stress or other factors. Client is responsible for adhering to that schedule. Client will monitor and immediately report any signs of overwork or stress on the part of the Dog to ADW in writing.

c. Practice obedience and skill training with the Dog every day, as taught by the ADW trainers.

d. Ensure that the Dog has a happy and stable home environment where it can live and sleep in Handlers' home (house, apartment, etc.) Never allow the Dog to run loose outside unless in a fenced area.

e. Handlers may not leave the Dog alone in any motor vehicle unless it is a certified K9 vehicle with proper temperature control, crate, and other canine-centric accessories including alarms for theft and/or temperature control failure.

f. Always clean up after the Dog when out in public.

g. Keep the Dog under control, on a leash, and well behaved in public. If the person handling the Dog's leash is unable to hold the leash in a hand or attached to the peg of an electric wheelchair, a person so able will handle the Dog. The Dog's leash will never be fastened to unsafe or unstable locations (i.e., a manual wheelchair, walker, or outside posts).

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h. Pay for any injuries or damages to persons or property caused by the Dog.

i. Never allow the Dog to be used for a purpose for which it has not been trained and prevent any use of the Dog for any experiments and/or cruel or illegal purposes.

j. Allow any person not approved by ADW to act as a Handler or keep, house or care for the Dog.

j. Have the Dog wear the ADW Vest provided to Client by ADW whenever the Dog is performing service for the Client or persons to whom the Client provides services.

9. **Regular Contact with ADW.** After the Dog is placed, Client agrees to maintain regular contact with ADW. Client and Handlers agree to call or write to ADW immediately if there are any concerns or problems with the Dog that Client cannot solve or if there is a change in the Dog's circumstances (including a change in Handler's home or life such as another pet, child, partner etc., change in the Dogs' duties, or significant change in the Dog's work hours or usage by Client. Following any report of concern or problem, ADW will recap the issue and provide a list of next steps to resolve the issue, which must be agreed to by the Client. The Client will report in writing on progress with such steps at any interval specified by ADW depending on the nature of the concern or problem. Client will promptly respond to all inquiries from ADW and for the first year of placement of the Dog with Client, Client will respond promptly to ADW's Monthly Client Surveys; and, for thereafter, Client will respond promptly to ADW's Annual Client Survey, as well as submit Annual Veterinarian records.

10. **ADW Right to Visit.** ADW personnel may visit Client, Handlers, and Dog at any time. Client will cooperate with any such visits and provide any and all information concerning the Dog or the Handlers to ADW upon request.

11. **Client as Ambassador.** Client understands that when the Dog is in public places, the Dog, Handler and Client are ambassadors for Assistance Dogs of the West and the service dog industry and must not deliberately cause a negative reflection. When the opportunity presents itself, Client agrees to use reasonable efforts to assist in educating the community, in a non-confrontational manner, on the benefits a person receives through the use of a service dog.

12. **Graduation**. At least one representative of Client will attend the ADW Graduation Ceremony scheduled for the Dog in recognition of the student trainers who helped ADW train the Dog. No Client shall be required to participate in other fund raising or public relations activities without their permission.

13. **Limited Agreement to Replace the Dog**. If the Dog suffers from or dies of genetic health problems as determined by a veterinarian selected by ADW, within one (1) year of placement, ADW shall provide Client with a new trained assistance dog without cost in a regularly scheduled process as a trained assistance dog suitable to Client becomes available. ADW has no obligation to replace the Dog if the Dog's death or illness is caused by any reason other than genetic health problems.

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14. **Client's Primary Financial and Legal Responsibility; Covenant not to Sue.** ADW has trained the Dog but when Client takes physical possession of the dog, ADW is no longer financially or legally responsible for the Dog. Client and Handlers will not bring any action, lawsuit, or claim against ADW and/or any of its agents, representatives, volunteers, employees or anyone otherwise connected with ADW, if the Dog causes injuries or damages to persons or property; develops problems with obedience and/or skill training, or for any other reason. If an outside person or firm brings legal action against the Client and ADW, the Client will assume all financial responsibility for ADW's legal fees.

15. **Indemnification.** In the event that any person or other entity brings any action, lawsuit or claim against ADW, its agents, representatives, volunteers, employees or anyone otherwise connected with ADW for injuries or damages to persons or property caused by my/our Assistance Dog, I/we shall defend, indemnify and hold harmless ADW, its agents, representatives, volunteers, employees or anyone otherwise connected with ADW.

16. **Return of the Dog to ADW.** While it is the goal of ADW and Client that the placement of the Dog with Client be long term and possibly permanent, ADW has the right to immediate possession of the Dog upon demand to Client if ADW determines, in its sole discretion, that such return is in the best interests of the Dog. Reasons that ADW may elect to take immediate possession of the Dog include, but are not limited to:

a. Failure of Client and/or Handlers to properly care for the Dog as required by Paragraph 6 of this Agreement;

b. Failure to provide information or reports as required by ADW;

c. Use of the Dog for purposes other than those described in the last sentence of Paragraph 1 above;

d. Handler ceases to work for Client and/or handle the Dog, ADW at its sole discretion, determines that Client does not have an adequate replacement Handler;

e. Change in management at Client (which, if Client is a governmental agency, includes changes in administration resulting from an election, appointment, retirement, or similar changes);

f. Change in Client's mission; or in the specified work for which the Dog is used.

g. If applicable, failure to comply with any remedial measures required by ADW pursuant to Paragraph 17 below.

17. **Optional Remedial Measures.** In lieu of taking immediate possession of the Dog as provided in Paragraph 16 above, ADW, in its sole discretion, may require Client to take specified remedial actions. If those remedial actions involve any additional, supplemental, or

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remedial training by ADW, Client shall pay for such training in advance at ADW's then current rates for such training, plus expenses. A determination by ADW to require remedial measures by Client on one occasion does not obligate ADW to require remedial measures by Client on any other occasion in which ADW is otherwise permitted to take immediate possession of the Dog.

18. **Client Self-Determines it Cannot Keep the Dog.** In the event that Client's circumstances change and he/she is unable to keep the Dog, Client shall immediately notify and return the Dog to ADW or consult with ADW on the appropriate change of Handler. Client agrees that it shall not sell or give the Dog to anyone other than ADW and shall not abandon the Dog.

19. **ADW Logo Cape or Ves**t. ADW will provide Client a vest or cape with ADW's logo upon placement of the Dog with Client. That vest or cape must be returned to ADW upon ADW's request.

20. **Retirement of the Dog.** Assistance dogs have a working life that is less than their natural life. It is therefore important to plan for the future and assess the retirement needs of the Dog and discuss a timeline for finding a successor dog if desired, due to the time required to select and train any subsequent dog. Client and ADW will confer when the Dog turns five regarding the Dog's anticipated retirement from active work as an assistance dog. At that time they may discuss alterations in work schedule or other alternatives. Client and ADW will confer every year thereafter or more frequently if the Dog shows signs of aging or stress. ADW retains the sole discretion to decide when the Dog shall retire. When ADW, in its sole discretion, determines that it is time for the Dog to retire and if the Dog is still placed with Client, ADW will give the Handler the first option to take possession of the Dog in retirement.

21. **Governing Law; Mandatory Venue**. The interpretation and performance of this Agreement shall be governed by the law of the State of New Mexico. In the event any lawsuit is filed related to this Agreement, venue shall be in New Mexico state district court in Santa Fe County, New Mexico. Client and Handlers all agree unequivocally to submit to venue and the jurisdiction of New Mexico state district court in Santa Fe County, New Mexico for any lawsuits brought pursuant to this Agreement.

20. **Notices**. Any notices under this Agreement shall be made in accordance with this Paragraph.

Notice to ADW from Client shall be made to the following two persons:

Linda Milanesi, CEO/President
505-986-9748
linda@assistancedogsofthewest.org

Jill Felice, Founder/Senior Vice President
505-986-9748
info@assistancedogsofthewest.org

Notice to Client from ADW shall be made to the following person:
Jessica Mimnaugh, Victim Witness Supervisor, (209)742-7441, jmimnaugh@mariposacounty.org
[name, title, contact info]

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

Agreed to by the undersigned this _____ day of 12/16/2021, 20___:

Mariposa County District Attorney's Office("Client")

By: 629DF8E24A3 Walter Wall ZorroSign

Name: Walter W. Wall

Title: District Attorney

Primary Handler:

629DF8E24C1 Jessica Mimnaugh ZorroSign

Name: Jessica Mimnaugh

Secondary Handler:

629DF8E24D5 Danielle Troup ZorroSign

Name: Danielle Troup

Assistance Dogs of the West

By: 629DF8E24E9 ZorroSign

Linda Milanesi, its CEO/President

Approved as to Legal Form:

629DF8E248F Steven W. Dahlem ZorroSign

Steven W. Dahlem, County Counsel

Mariposa County

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

ASSISTANCE DOGS OF THE WEST

Date _12-14-21_____

The ADW Courthouse/Facility Dog's Bill of Rights

As the handler of a courthouse/facility dog, I will:

- Obtain my dog's consent to participate in the work
- Provide gentle training to help my dog understand what they are supposed to do
- Be aware and considerate of my dog's perception of the world
- Not leave my dog with another handler in another house for the first 90 days (3 months.) Six months is best to relieve my dog's anxiety, and help with my dog's transition.
- Give my dog three months to adapt to the new work environment before adding a case load
- Keep my dog's best interest in mind while working with the secondary handler.
- Coach the secondary handler how to work effectively with my dog to provide a successful outcome.
- Guide the client, staff, and visitors to interact with my dog appropriately
- Focus on my dog as much as the client, staff, and visitors
- Pay attention to my dog's nonverbal cues
- Take action to reduce my own and my dog's stress
- Support my dog during interactions with the client
- Protect my dog from overwork, and be their advocate
- Give my dog ways to relax after sessions or provide a day off
- Provide my dog a well-rounded life with nutritious food, medical care, physical and intellectual exercise, social time, and activities beyond work
- Play with my dog when we are at work and at home
- Respect my dog's desire to retire from work when they think it is time, even if it is earlier than I think.

As the secondary handler of a courthouse/facility dog, I will

- Practice and reinforce the skills necessary to work effectively with the courthouse/facility dog
- Report behaviors to the primary handler ASAP.

629DF8E24CC Jessica Mimnaugh ZorroSign
Primary Handler

629DF8E24B9 Walter Wall ZorroSign
Supervisor

629DF8E24E0 Danielle Troup ZorroSign
Secondary Handler

629DF8E24F4 Linda Mooney ZorroSign
Assistance Dogs of the West

Approved as to Legal Form:
629DF8E249A Steven W. Dahlem ZorroSign
Steven W. Dahlem, County Counsel

ADW builds successful working partnerships between clients and dogs that empower people and open doors to new opportunities.

Attachment: RES-2021-670 - CPT Facility Courthouse Agreement - Signed Agreement 12.21.21 (RES-2022-183 : Approve an Amendment to the

Assistance Dogs of the West
Media Authorization and Release

Name:

_Walter Wall, Mariposa County District Attorney____

Subject to the terms and conditions set forth in this Agreement, I/we do hereby authorize Assistance Dogs of the West, its successors and assigns, and those acting under its permission and on its authority to copyright, use, and publish in perpetuity for:

art
sales materials
advertising
promotion, packaging, or trade
any other lawful purpose whatsoever
articles written or comments made by me
photographs, pictures, portraits,
images of me and or my dog(s) or other animal(s)
in conjunction with my/our own fictitious name
reproductions thereof in color or otherwise, made through any medium
- Film
- Video
- Print
- Website
- Social Media

Any and all comments made by me are provided to Assistance Dogs of the West without receipt of any promise of consideration.

The undersigned warrants that he/she has full power and authority to grant all of the rights conveyed there under and hereby waives any right that he/she may to inspect or approve the finished product or the advertising or other copy that may be used in connection therewith or the use to which it may be applied. The undersigned further agrees that this authorization and release binding upon his/her heirs, executors, administrators, successors and assigns.

The undersigned warrants that he/she is of full agreement and has every right to contract in his/her own name in the above regard, and further that he/she has read the above authorization and release, prior to its execution, and that he/she is fully familiar with the contents thereof.

Signature _____ Date _____

If the person signing is a minor, then parent or legal guardian must sign below. I, undersigned, hereby consent to the foregoing conditions and warrant that I have the authority to grant such consent.

Signature _____ Date _____

Attachment: ADW- CLIENT Media Release Authorization (RES-2022-183 : Approve an Amendment to the Agreement with Assistance Dogs of

ASSISTANCE DOGS OF THE WEST

Waiver of Liability & Informed Consent Release

I, the undersigned, have volunteered myself to participate in dog training classes, private consultations, workshops or other related activities offered by Assistance Dogs of the West (ADW). By signing hereunder, I certify that I have been informed and understand that there is always some unavoidable risk of injury involved when working with animals, especially animals with behavioral issues. I acknowledge that dogs can be inherently difficult to control and that not all dogs will be under control at all times resulting in the possibility of injury to myself, my dog, my family members, or third parties.

Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with ADW and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area (if applicable).

I hereby accept and assume, without reservation, all risks associated with my participation in the Classes, including, but not limited to: the risks of any and all injuries to myself, the dog I am working with, and any of my family members or third parties who may attend; the risks that any dog may cause injury to other persons and/or dogs involved in the Classes; and the risks that saliva, water, food, snow and/or other debris may be present in the training area.

As lawful consideration for participating in the classes, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns (the “Releasing Party”), hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless Assistance Dogs of the West (ADW) and their managers, agents, and employees (the “Released Party”) from any and all injuries, losses, claims and damages to any person or persons of any nature whatsoever, including claims arising from the Released Party’s own negligence, and all costs associated therewith, including attorney’s fees, court costs and consultant fees, arising from my participation in the Classes.

This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. Should the Releasing Party assert a claim to the contrary to what I have agreed to in this Waiver of Liability and Informed Consent Release, the claiming party shall be liable for all expenses (including attorney’s fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party.

Every provision herein is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions hereof, which shall remain binding and enforceable.

Print Name:_____ Date: _____

Signature: _____

Attachment: 21 - CLIENT Waiver of Liability (RES-2022-183 : Approve an Amendment to the Agreement with Assistance Dogs of the West for a

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-184

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Agreement with JS West for Supplying Liquid Propane Gas

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with JS West to Continue Supplying Liquid Propane Gas to Health and Human Services Agency facility for an initial one year term and followed by automatic annual renewals; and Authorize the Board of Supervisors Chair to sign the agreement.

Per Resolution 2020-251, JS West previously installed the system and equipment to provide liquid propane gas at the Health and Human Services Agency (HHSA) facility located at 5026 Broadway, Coulterville, California. JS West is held in high regard among County of Mariposa departments, currently providing services for the Public Works department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved a First Amendment to an existing three-year Agreement with JS West on May 19, 2020, through Resolution 2020-251.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-approval of this agreement runs the risk of leading to sub standard environment conditions for HHSA staff and clients.

FINANCIAL IMPACT:
There is no additional financial impact to this extension as the terms relating to cost are unchanged.

ATTACHMENTS:
JS West (PDF)

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

REF ID# 12727

js west AND COMPANIES

EQUIPMENT AND SUPPLY AGREEMENT

Accou

THIS AGREEMENT ("Agreement") is made this_____day of_____20_____by and between J.S. WEST AND COMPANY, ("West") having its principal place of business in Modesto, California, with offices at:

564 W. STOCKTON ST. SONORA, CA 95370

and COUNTY OF MARIPOSA ("Customer"), with a

installation address of 5026 BROADWAY COULTERVILLE CA 95311 ("Premises")

NOW, THEREFORE, In consideration of the mutual promises contained herein, West and Customer agree as follows:

1. System and Equipment: West will furnish to Customer the following: a Liquefied Petroleum Gas System consisting of a Bulk Tank(s) and/or filler/Multi-Valve Cylinder(s), includir the pressure relating equipment and/or other equipment as designated below (hereinafter in total "System and Equipment") suitable for use with Liquefied Petroleum Gas ("LPG"

Items	Quantity	Size	Serial No.	Value
Bulk Tanks	1	287	1288-11	$700.00
Cylinders				
Regulators	1			$75
Pigtails & Piers	1&2			$25

Total Annual Service Fee $65.00 PER YEAR

2. Installation: West agrees to install the System and Equipment at the Premises at a location approved by West. Customer agrees to pay West for said installation. Customer agrees pay a non-refundable installation fee of $0 and a security deposit of $0 which are due and payable at the time of installation. Upon termination of th Agreement, Customer shall be solely responsible to pay all costs associated with removing System and Equipment, including any pump out charge for removal of LPG.

3. Term: The initial term of this Agreement shall be for 1 year(s) from the_____day of_____, 20_____until the_____day of _____. This Agreement sha automatically renew itself year after year upon the same terms and conditions; unless West or Customer gives the other parties thirty (30) days written notice prior to the expiratic date or an anniversary thereof its intent to terminate this Agreement.

4 Service Fees: Customer shall pay an annual service fee for the System and Equipment plus all applicable taxes. Said fees shall be billed annually or semi-annually to be paid advance to West. During the term of this Agreement, the service fee shall be subject to change from time to time as determined by West and publicly displayed at its place of busine or noticed to Customer through a regular billing statement.

5 Purchase of Liquefied Petroleum Gas (LPG): During the term of this Agreement, including renewals, Customer agrees to purchase and use only LPG supplied by West in connectic with use of System and Equipment. West, or its authorized agent, is authorized to deliver LPG into the System and Equipment to the extent of its unfilled capacity, at any tim Customer agrees to pay for all LPG delivered into the System and Equipment by West, or its authorized agent, at time of delivery or, if credit has been granted, upon agreed cred terms. Minimum annual usage 287 gallons.

6. Delivery Price: Customer agrees to pay the price charged by West under its existing schedule of prices applicable to the Customer's account. West reserves the right to change i price to pass on its normal charges in its cost of doing business. Customer agrees to pay all taxes applicable by law for sales and deliveries under this Agreement. West reserves th right to refuse to make a delivery, if Customer is not within credit terms or has otherwise violated this Agreement.

7. Delivery Fees: Customer may be charged a reasonable fee for any LPG delivery made outside of normal business hours or outside normally scheduled deliveries to Customer's geographical area. Customer may be charged a flat fee per delivery.

8. Facilities and Requirements: Customer shall provide, at Customer's expense, the facilities and requirements needed to install and use System and Equipment.

9. Use: Customer agrees not to use said System and Equipment in violation of any industry, local, state, or federal statue or regulation and to return-the-System and Equipment in th same condition as received, normal wear and tear excepted. See remaining terms on reverse side.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (front and back) to be duly executed as of the date first above written.

CUSTOMER

Name (Print): COUNTY OF MARIPOSA

Title:_____

Signature:_____

J.S. WEST AND COMPANY

Name (Print):_____

Title:_____

Signature:_____

LANDOWNER'S CONSENT

The undersigned owner of the Installation Address ("Premises") described above, having read this Agreement (front and back) in its entirety, hereby consents to the Installation of th System and Equipment described above, to the terms and conditions contained herein, and agrees that West, or its authorized agent may enter upon said Premises and remove the Syste and Equipment, in whole or in part, and that this Agreement is expressly superior to any contractual or statutory landlord's lien in favor of the undersigned. This consent shall likewis apply to any and all additional or replacement System and Equipment installed on said Premises by West, or its authorized agent.

Dated This_____day of_____, 20_____ By:_____Owner:_____

Attachment: JS West (RES-2022-184 : Approve Agreement with JS West for Supplying Liquid Propane Gas)

10. Ownership and Title: Customer represents and warrants that it has absolute and fee simple title to the property identified herein as the Premises, that it has full power and lawfi authority to grant to West the rights herein set forth and to enter into this Agreement; that is shall be lawful and permissive for West and West shall have the right to enter upon sa property for the purposes and reasons set forth herein; that said System and Equipment shall be used only for the purpose intended and designed. If Customer does not own th Premises, Customer agrees to obtain written approval of the Landowner to this Agreement by having Landowner execute this Agreement below. Under no circumstances shall sa System and Equipment become a fixture, but shall be and always remain the personal property of West and freely severable by West. Said System and Equipment hereinafter set fort and that Customer will, and its heirs, successors and assigns shall, indemnify and hold West harmless from any and all damages should all or any part of the Customer representations and warranties not be true.

11. Fees and Taxes: Customer shall provide and pay all license, permit, or inspection fees or taxes imposed upon or with respect to the sale, installation, storage, exchange or use of th System and Equipment hereunder. When applicable Customer shall provide a Sales Tax Exemption Certificate to West.

12. Repairs and Adjustments: West agrees to cause the System and Equipment to be repaired or properly adjusted, as required, during the term of this Agreement and any renewa hereof. West reserves the right to charge Customer a reasonable amount for such repairs or adjustments. Customer agrees to take proper care of the System and Equipment. Custom agrees to make no adjustments, connection, disconnection, or alterations to the System and Equipment, or any of its parts or components. Customer also agrees not to permit anyor except West, or West's authorized agent, to make any adjustments, connections, disconnections or alterations to the System and Equipment. Customer is also notified that LPG is volatile fuel and can be a dangerous product if not handled and maintained properly.

13. Access to System and Equipment: Customer/Landowner agrees to permit West or its authorized agent access to the System and Equipment at all reasonable times for purposes inspection, service, removal at the termination of this Agreement, or at any other time removal of the System and Equipment is permitted by this Agreement, and/or to exchange th System and Equipment, replacing it with another or more appropriate size.

14. Removal of System and Equipment: West shall have the right to peacefully enter upon Premises without legal process to remove the System and Equipment from the Premises (in their discretion at any time subsequent to a disconnection of service to such Premises, (b) if the Customer discontinues exclusive use of LPG marketed by West, (c) at any time th Customer's gas usage does not warrant existing storage capacity, as determined in the sole discretion of West, or (d) at any other time removal is permitted by this Agreemen Customer/Landlord hereby waives all claims or rights of action for trespass, damage or loss and releases West and their successors and assigns, from all claims or rights of action fo trespass, damage or loss occasioned by such peaceful entry and removal. If resort to legal process is made necessary in order to accomplish such removal, Customer hereby agrees t pay West all costs, fees (including attorney's fees) and other expenses incurred by West in connection therewith.

15. Loss, Damage or Destruction: Customer hereby assumes the entire risk of loss, damage or destruction of said System and Equipment from any and every cause whatsoever durin the term of this Agreement and thereafter until returned to West. In the event of loss, damage or destruction of System and Equipment, in whole or in part, Customer at his or h expense (except to the extent of any proceeds of insurance provided by Customer which shall have been received by West as a result of such loss damage or destruction), and at West' option, shall: (a) repair such System and Equipment, returning it to it's previous condition unless damaged beyond repair, or (b) replace such System and Equipment with lik System and Equipment acceptable to West, in good condition and of equivalent value, which shall become property of West and included replacement value, as of the date the loss, damage or destruction of System and Equipment. During the period of any loss, damage or destruction, the Agreement/maintenance fees in Paragraph four shall not abate

16. Hold Harmless: Customer covenants and agrees to indemnify, save harmless and defend West against any and all claims for loss, damage, sales taxes, or injury and from and again any suits, actions or legal proceedings of any kind brought against West for or on account of any person or persons, entity or entities: corporation or corporations, governmenta organizations, or on account of any injuries or damages received or sustained by any person or persons in any manner, directly or indirectly caused by, incident to, or growing ou of any representation made by Customer regarding its qualification to give West a valid Sales Tax Exemption Certificate or the use or operation of the System an Equipment, in whole or in part. This provision shall survive the termination of this Agreement or any renewal hereof.

17. Limitation of Warranties: West acknowledges that the System and Equipment is of a size, design, and capacity selected by Customer. West is not a manufacturer of the System ar Equipment and has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, merchantability, or fitne for a particular purpose of said System and Equipment in any respect or in connection with any use or purpose by Customer. West, will however, take any steps reasonably within i power to make available to the Customer any manufacturer's or similar warranty applicable to the System and Equipment. West shall not be liable to Customer for any liability, loss damage caused or alleged to be caused directly or indirectly by the System and Equipment, by an inadequacy thereof or defect therein, or any other causes beyond its control.

18. Force Majeure: It is agreed that West will supply Customer with all of its LPG requirements but West shall not be liable to Customer or other parties for failure to do so if such failu is caused by floods, fires, war, labor disturbances, act of God, embargo, power blackout, inability to obtain sufficient or suitable product or material, or governmental regulation, any other causes beyond its control.

19. Delinquency/Disconnection: West will assess late fees on amounts past due at a reasonable rate per month, not to exceed the maximum amount allowed by law. If a valid bill remai unpaid thirty (30) days after billing or delivery, West may cause this Agreement to terminate due to delinquency. Customer will be notified of such termination in accordance wi local laws.

20. Default: Customer shall be in default upon the occurrence of any of the following: (a) failure to maintain account on a current basis, (b) failure to perform any of the agreements provisions contained herein, (c) any representation or warranty by Customer proves to be false in any material respect, (d) if, in the opinion of West, the financial condition of Custom becomes impaired, (e) the Customer abuses, neglects or mistreats the System and Equipment, in whole or in part, or (f) whenever West feels that their interest here under is jeopardy. In the event of a default, West shall have the right to take possession of the System and Equipment and for this purpose West may enter upon any premises upon which th System and Equipment may be located and remove said System and Equipment.

21. Attorney Fees: It is mutually understood and agreed that in the event any party herein institutes proceedings in any court for the enforcement of this Agreement or any rights grante hereunder, the prevailing party in such action, in addition to any other relief granted by said court, shall be entitled to reimbursement for costs, including reasonable attorney fe to be determined by said court.

22. Invalidation of Portion: Should any section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shal notwithstanding, continue in full legal force and effect.

23. Non-Assignability: This Agreement shall insure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except th Customer shall not assign this Agreement without the prior written consent of an officer of West.

24. Modifications: It is understood and agreed that West may perform their respective duties and obligations hereunder either directly through their own employees or through a loc authorized representative. No local employee or authorized representative of West has any authority to make or promise any modification of this Agreement. This Agreement ma be amended only by a written instrument executed by Customer and by an officer of West.

25. Captions: The captions used as paragraph headings are for the purpose of convenience only and are incomplete indices, and are not to be considered a part of this Agreement or used in determining the intent or content hereof.

Attachment: JS West (RES-2022-184 : Approve Agreement with JS West for Supplying Liquid Propane Gas)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-185

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Declare Paseo De Mariposa a County Sponsored Event and Waive Encroachment Fee

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RECOMMENDATION AND JUSTIFICATION:
Declare Paseo De Mariposa a County Sponsored Event; and Waive the County Encroachment Fee.

This event will be held on April 24, 2022.

The start and stop location will be in front of the historical Courthouse. This event will be in conjunction with the Butterfly Festival and will include a 5K/ 8K run/walk and a 12K run held in the Mariposa town site. The trail run is a course including the Mariposa Public Utilities District (MPUD) reservoir trail, Flume Trail, Slaughterhouse Road and private property.

The purpose of the Paseo de Mariposa event is to increase awareness of free, outdoor physical activities available in Mariposa County for community residents, especially women and children.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has supported this event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, it will cause a hardship on the coordinators since the event is being sponsored by volunteers.

ATTACHMENTS:
Paseo De Mariposa Run 2022 (PDF)
letter to board 2022 (PDF)
encroachment application2022(PDF)

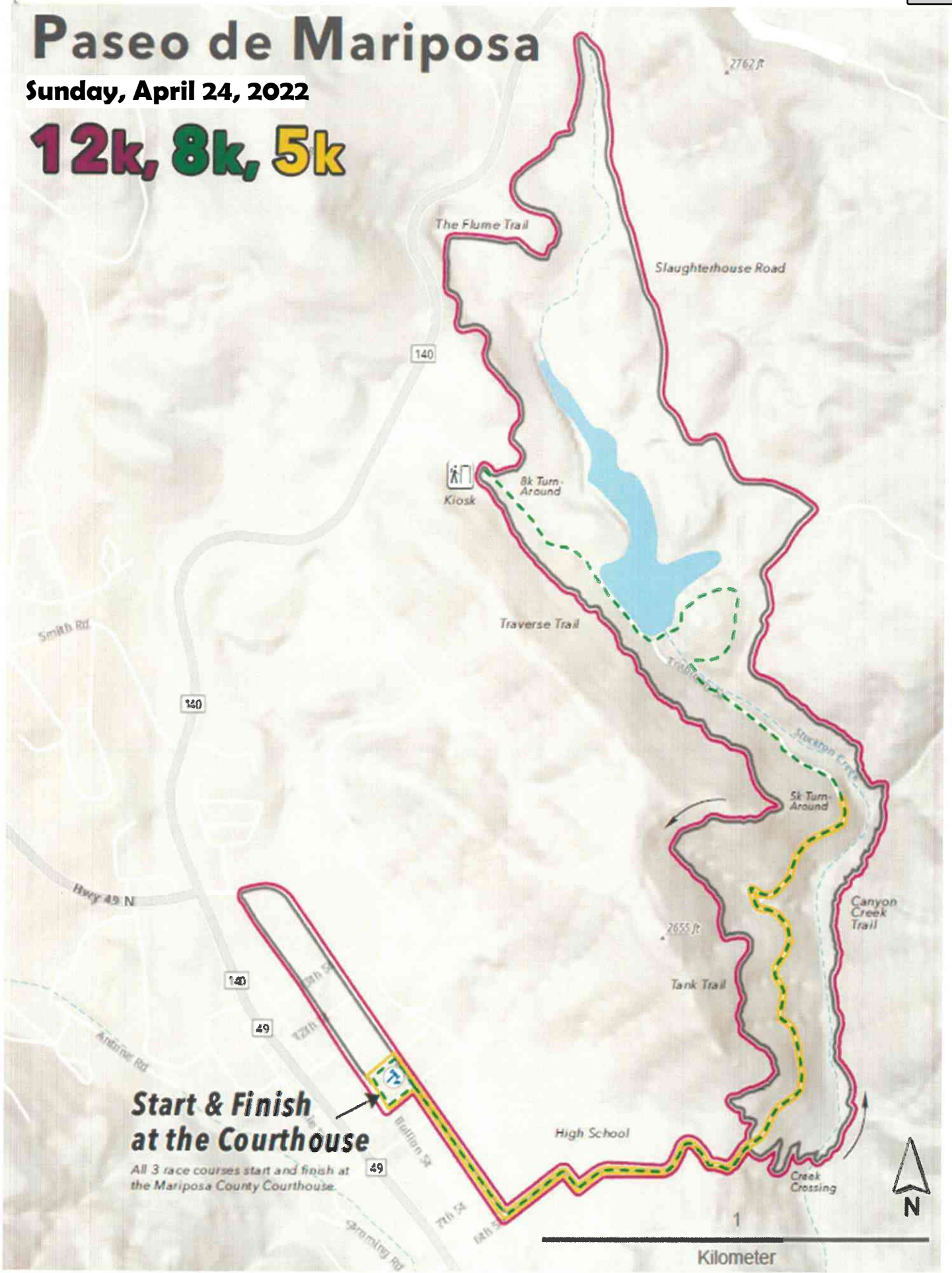
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12722

Paseo de Mariposa

Sunday, April 24, 2022

12k, 8k, 5k



Attachment: Paseo De Mariposa Run 2022 (RES-2022-185 : Declare Paseo De Mariposa a County Sponsored Event and Waive Encroachment

Mariposa County
Health & Human Services Agency
Public Health

Attention: Board of Supervisors

February 22, 2022

Paseo de Mariposa is a community health event held in one of the days of the Mariposa Butterfly Festival. In 2022, the event will be held on April 24, 2022 (Sunday). This event promotes the health of Mariposa children and their families. It highlights the resources available within Mariposa County to support a physically active lifestyle. Paseo de Mariposa holds three healthy choice events, a 5 k, 8-ish K, and 12 K trail run through the hills surrounding the reservoir. All participants under 18 are eligible to sign up at no cost.

The first run was held in 2016 and the Mariposa County Board of Supervisors first sponsored the event in 2016. In the last 2 years, due to the pandemic, the community event was cancelled. This letter is to request the Board of Supervisors to designate Paseo de Mariposa as a County sponsored event and waive the event's encroachment fees.

Sincerely,

Margarita King

Margarita King, PHN, MSN
Paseo de Mariposa Steering Committee Member
Public Health Nurse Manager
Mariposa County Health & Human Services Agency
Public Health Division

Attachment: letter to board 2022 (RES-2022-185 : Declare Paseo De Mariposa a County Sponsored Event and Waive Encroachment Fee)

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 02/22/2022

BUILDING PERMIT: _____
(If applicable)

APPLICANT:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON _____ ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
____ROAD CROSSING
____WATER PIPE, CULVERT, ETC.
____LDA ROAD

2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. X____OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.

_____

_____

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE. (See attached map)
Event is held on Sunday of the Mariposa Butterfly Festival. The race (5k, 8-ish K, 12K) starts and ends at the Mariposa County Courthouse. The race routes include MPUD trails through the Stockton Creek Preserve which the Sierra Foothill Conservancy has oversight. No private property is included in the race routes. The Courthouse lawn area will have the on day registration and start/s

5. ASSESSOR'S PARCEL NUMBER: _____-_____-_____

6. ADDRESS OF PARCEL: _____

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____
(Issued Once Fee * is Paid)
DATE ISSUED: _____
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

** If Applicant is not the Owner, then include an authorization letter from Owner

Paseo De Mariposa Steering Committee
OWNER'S NAME (Please Print)

Margaretta Reis
SIGNATURE OF OWNER/APPLICANT **

5300 Highway 49 North Mariposa, CA 95338
OWNER'S MAILING ADDRESS

Mariposa, CA 95338
CITY ZIP

209-626-9897
209-966-3689 margaritaking@mariposacounty.org
PHONE NUMBER EMAIL ADDRESS

Attachment: encroachment application2022 (RES-2022-185 : Declare Paseo De Mariposa a County Sponsored Event and Waive Encroachment

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-186

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Declare Path to Wellness Health Resource Fair a County Sponsored Event and Waive Encroachment Fee

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RECOMMENDATION AND JUSTIFICATION:
Declare Path to Wellness Health Resource Fair a County Sponsored Event; and Waive the County Encroachment Fee.

This event will be held on May 21, 2022 from 10:00 am to 2:00 pm at the Mariposa Creek Parkway and the Arts Park. The event starts at the south end of the Arts Park and goes north on Mariposa creek sidewalk along Stroming Road.

The Path to Wellness Health Resource Fair is free to the public and booth participants aim to bring awareness of the diverse health and wellness related services available in Mariposa County. The event will include interactive information booths in the Creek Parkway parking area and fitness demonstrations at the Arts Park. There will be booths to promote healthy eating, low or no-cost physical activity, tobacco prevention, child and adult oral health, safe families, healthy environments, nature-wellness connections, and substance abuse recovery services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 24, 2020, Resolution 2020-151 the Board approved sponsorship and a fee waiver for this event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved this event will not take place.

ATTACHMENTS:
Encroachment Permit 2022 (PDF)
Letter to the Board 2022(PDF)

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

REF ID# 12736

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 02/15/2022

BUILDING PERMIT: _____
(If applicable)

APPLICANT: Mariposa Health and Wellness Coalition (Vanessa Cummings/Sean Aiken)

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Stroming ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
   __x__ROAD CROSSING
   ____WATER PIPE, CULVERT, ETC.
   ____LDA ROAD

2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. __x__OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Starts at Arts Park (South end) and goes (northbound) along the Mariposa creek sidewalk along Stroming Road past 6th Street and will stop on or before 8th Street.

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

5. ASSESSOR'S PARCEL NUMBER: _____-_____-_____
6. ADDRESS OF PARCEL: _____

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____
(Issued Once Fee * is Paid)
DATE ISSUED: _____
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

Vanessa Cummings, MPH MCHES
OWNER'S NAME (Please Print)

SIGNATURE OF OWNER/APPLICANT **

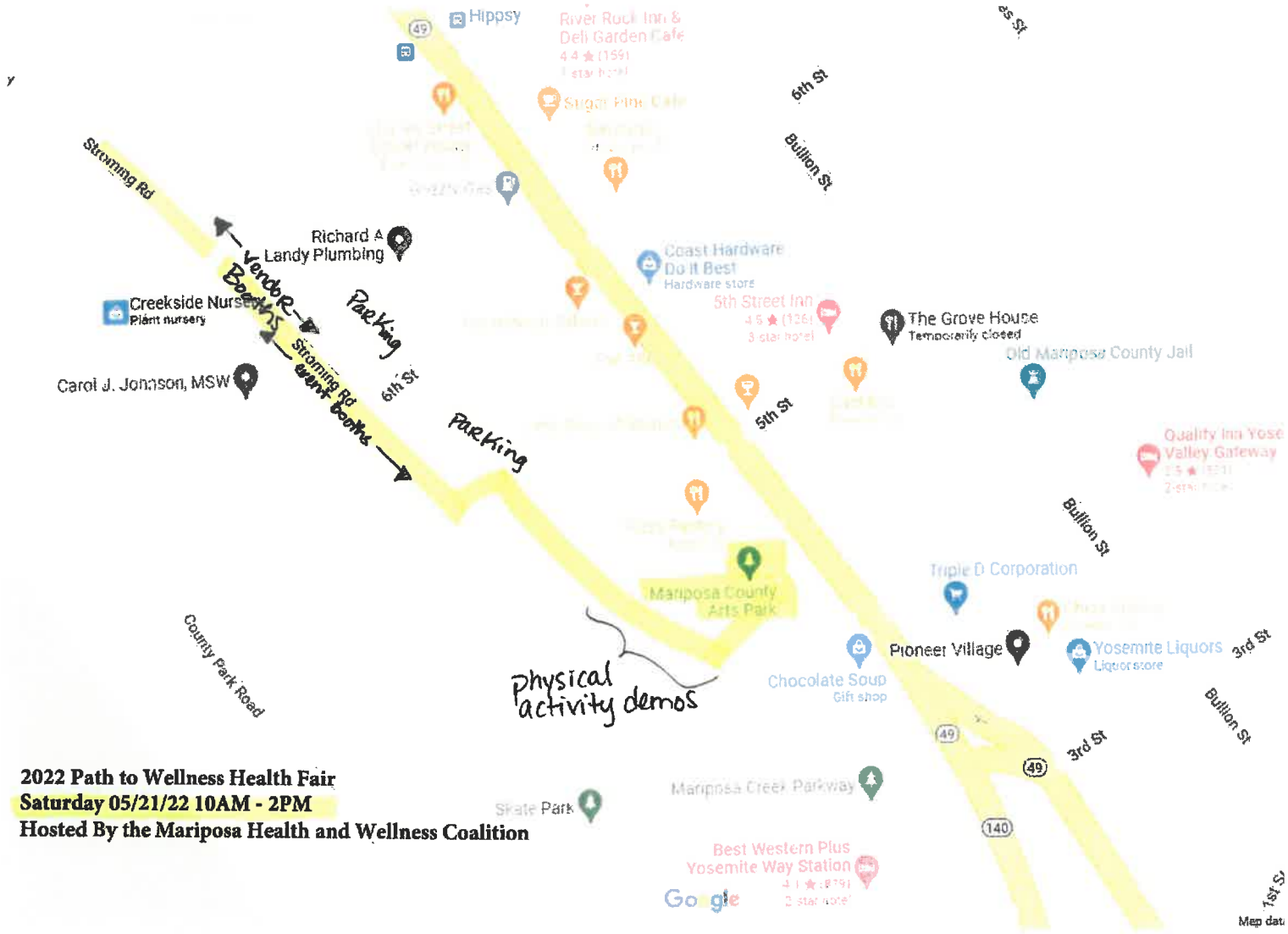
5300 Hwy 49 North PO Box 5
OWNER'S MAILING ADDRESS

Mariposa 95338
CITY ZIP

** If Applicant is not the Owner, then include an authorization letter from Owner

2093476040 vcummings@mariposacounty.org
PHONE NUMBER EMAIL ADDRESS

Attachment: Encroachment Permit 2022 (RES-2022-186 : Declare Path to Wellness Health Resource Fair a County Sponsored Event and Waive



2022 Path to Wellness Health Fair
Saturday 05/21/22 10AM - 2PM
Hosted By the Mariposa Health and Wellness Coalition

Attachment: Encroachment Permit 2022 (RES-2022-186 : Declare Path to Wellness Health Resource Fair a County Sponsored Event and Waive

Mariposa County Board of Supervisors

5100 Bullion Street

Mariposa, CA 95338

Dear Board of Supervisors,

The Annual Path to Wellness Health Resource Fair is being planned for Saturday May 21st, 2022, from 10:00am – 2:00pm, at the Mariposa Creek Parkway and Arts Park. The 2022 Path to Wellness Resource Fair is a collaborative effort of the Mariposa Health and Wellness Coalition – a group of non-profits, individuals, and County programs with a mission to improve health and wellness for all Mariposa County Residents.

As a small collection of organizations, the Coalition does not hold 501c designation or liability insurance Facilitation of the Coalition is provided by the Mariposa County Tobacco Education Program, at the Public Health Branch of the Health and Human Services Agency. As such, are submitting this request for County Sponsorship for the event, along with a waiver of the encroachment permit fee required in order to hold the event along the County's Creek Pathway and Arts Park.

The Path to Wellness Health Resource Fair is free to the public and booth participants and aims to bring awareness of the diverse health and wellness related services available in Mariposa County. The event will include interactive informational booths in the Creek Parkway parking area and fitness demonstrations at the Arts Park. Booths promote healthy eating, low or no-cost physical activity, tobacco prevention, child and adult oral health, safe families, healthy environments, nature-wellness connections, and substance abuse recovery services.

The Board sponsored the first Path to Wellness event in 2018 and again in 2019, when Path to Wellness was part or the Creek Week activities. We appreciate your consideration on our request for this year's event.

Sincerely,

Sean Aiken, Chair

Mariposa Health & Wellness Coalition

MARIPOSA Health & Wellness COALITION

Attachment: Letter to the Board 2022 (RES-2022-186 : Declare Path to Wellness Health Resource Fair a County Sponsored Event and Waive

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-187

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Multi- Year Contract for Services with CPS HR Consulting

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RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement for Use of Test Material for Potential Sheriff's Office Candidates and Promotional Candidates; and Authorize the Sheriff to Sign the Agreement.

The Sheriff has requested signature authority due to the moving nature of the contract. As there is no set dollar amount. Agreement is based on recruitment process and how many individuals test.

CPS HR Consulting provides a full range of integrated HR solutions to federal, state and local governments, public safety, special districts and nonprofit organizations.

There is no immediate impact to the General Fund for the initial implementation as all fees associated with this agreement will be paid through the Sheriff's Office's approved budgets.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has continually supported improvements to testing materials.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this contract will impact the Sheriff's Office ability to test potential candidates and promotional candidates to ensure they meet the standards of employment.

FINANCIAL IMPACT:
There is no immediate impact to the General Fund for the initial implementation as all fees associated with this agreement will be paid through the Sheriff's Office's approved budgets.

ATTACHMENTS:
CPS HR Contract 22-24 (PDF)

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

REF ID# 12735

CPS HR CONSULTING

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

A. Purpose. This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

C. Test Materials. Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

D. Test Security. CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.

1. **Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.
   - **(a) Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).
   - **(b) SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
   - **(c) On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.
2. **Ordering Testing Materials and Scheduling of Examinations.**
   - **(a) Test Rental Division:**
     - (i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.
     - (ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.
   - **(b) On-line Testing:**
     - (i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.
     - (ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

3. **After the test date.**

(a) Test Rental Division:

(i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.

(ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) On-line Testing:

(i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.

(ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services, Exhibit D for Online Skills, and Exhibit E for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of $15,000.
5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
6. Credits. For each unopened package of stock exams that is returned, a $35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. Candidate Inspections

1. **Test Materials.**

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. **Answer Sheets.**

(a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.

(b) Candidates are not allowed to review the question booklet during this inspection period.

(c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.
3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.
4. Client is responsible for making determinations regarding the merit of candidate appeals. CPS HR can assist with researching candidate appeals at the specified hourly rate.

I. Legal Proceedings Involving Test Materials.

1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. Termination Without Cause. CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. Return of Test Materials. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices**. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
   - **(a)** In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
   - **(b)** Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees**. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.
4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature**. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority

By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

Client

By: _____
Authorized Signature (Head of Agency)

Name: Jeremy Briese

Title: Sheriff

Email: Jbriese@mariposacounty.org

Date: 2-02-2022

Client Initials _____

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

Exhibit A

Authorized Representative(s) ***(use an additional page if needed)*** By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title	Signature
Kevin Packard - Captain	
E-mail Address	Phone Number
Kpackard@mariposacounty.org	(209)966-3615

Name, Title	Signature
SEAN LAND - Captain	
E-mail Address	Phone Number
Sland@Mariposacounty.org	(209)966-3615

Name, Title	Signature
Jake Bobman - Lieutenant	
E-mail Address	Phone Number
JBobman@mariposacounty.org	(209)966-3616

Name, Title	Signature
MIKE CHARMAN - SERGEANT	
E-mail Address	Phone Number
MCHARMAN@MARIPOSACOUNTY.ORG	209-966-3615

Name, Title	Signature
JUSTIN REEDER - SERGEANT	
E-mail Address	Phone Number
JREEDER@MARIPOSACOUNTY.ORG	209-966-3616

Name, Title	Signature
LINDA WILLIAMS - SERGEANT	
E-mail Address	Phone Number
LWILLIAMS@MARIPOSACOUNTY.ORG	209-966-3616

II. Billing Contact

Contact Name and Title	
Kristie Mitchell - Sr Admin Analyst	
Agency	
Mariposa County Sheriff's Office	
Street Address, City, State, Zip	
5099 OLD Hwy, Mariposa, CA 95338	
E-Mail	Phone Number
sheriff@mariposacounty.org	(209)966-3615

III. Physical Address

Agency / Department Name
Mariposa County Sheriff's Office
Street Address, City, State, Zip
5099 OLD Hwy, Mariposa, CA 95338

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

Exhibit B

CPS HR Test Rental Division Rates
Effective January 2022 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	$295.00	$595.00	$995.00	$350.00
1-100 Candidates (per candidate)	$9.00	$14.00	$15.00	$10.00
101-500 Candidates (per candidate)	$8.50	$13.00	$14.00	$9.50
501+ Candidates (per candidate)	$8.00	$12.00	$13.00	$9.00
New Item Writing/Entry	N/A	N/A	$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	***Online Practice Test***
$3.00 if purchased by client $5.00 if purchased by candidate	$10.00 if purchased by client $15.00 if purchased by candidate

*CPS HR will apply a credit of $35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test orde**r (see additional terms listed on F.6.).

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing Option for Written Exams*				
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests
Administrative Set Up Fee (per order)	$95.00	$95.00	$95.00	$95.00
One Time Exam Set Up Fee	N/A	$595.00	$350.00	$995.00
Per Candidate Fee	$15.00	$15.00	$15.00	$15.00
Title Change (optional)	$25.00	N/A	N/A	N/A
Additional Supplement (optional)	$50.00	N/A	N/A	N/A

** The one time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.*

** All exams must be administered in a proctored environment*

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

Exhibit C
CPS HR Special Services
Effective January 2022 - Subject to Change

REMOTE PROCTOR SERVICES		
	Agency Price	Candidate Price
Administrative Set Up Fee (per order)	$75.00	
1 hour test (per candidate)	$22.50	$25.50
1 – 2 hour test (per candidate)	$30.00	$33.00
2 – 3 hour test (per candidate)	$38.75	$41.75
Over 3 hour test (per candidate)	$47.50	$50.50
Take it Now Premium Scheduling (Additional Fee as applicable per candidate)	$12.00	$12.00
Take It Soon Premium Scheduling (Additional Fee as applicable per candidate)	$8.00	$8.00

SPECIAL SERVICES	
Candidate Appeals Support	$130 per hour
Cover Change – Stock Exams Only	$100 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	$ 30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	$25.00 per order (online review copies are provided at no charge)
Scoring Keys	$10.00 per Overlay, Key Sheet provided at no additional cost
Spanish Language Proficiency Oral Exam	$295.00 Base Fee + $120 per candidate (Professional Scoring Included)
Stock Supplements	$ 2.00 per book when ordered with a Stock test
Structured Interview Packages	$595.00 Base Fee + $15.00 per candidate
Supplemental Orders	$25 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	$ 350.00 Base Fee + $ 15.00 per candidate (Professional Scoring included)
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time $130/hour Technician Time $ 75/hour

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

Exhibit D

CPS HR On-line Skills Test Pricing Schedule
Effective January 2022 - Subject to Change

ONLINE SKILLS TEST	
	Single-Subject Test
Administrative Set Up Fee (per order)	$95.00
Per Candidate Fee	$15.00

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

Exhibit E

CPS HR On-line Personality Test Pricing Schedule
Effective January 2022 - Subject to Change

PERSONALITY TEST	
Report Option	**Price Per Candidate**
General Employability Report (if used with stock exam)	$7.50
General Employability Report (if used without a stock exam)	$10
Advantage Report	$15
Express Report	$55
Potential Report	$155
Challenge Report	$155
Values Report	$155
Leader Basis	$205
Leadership Forecast (includes Potential, Challenge and Values reports)	$410
Coaching Report	*Free with order of Leadership Forecast Report*

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us

Attachment: CPS HR Contract 22-24 (RES-2022-187 : Approve Multi- Year Contract for Services with CPS HR Consulting)

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Handouts from Departmental Presentation Portion of the March 22, 2022

Handouts from the Departmental Presentation Portion of the March 22nd, 2022 Meeting:

- Flyer of upcoming Events received from Jacob Hawley, Mariposa Visitors Center.
- Hand out regarding the update on the Darrah Bridge Project from Shannon Hansen/Public Works and Transportation Director.
- Hand out regarding the clean-up of the homeless encampment on Miller Road from Shannon Hansen/Public Works and Transportation Director.

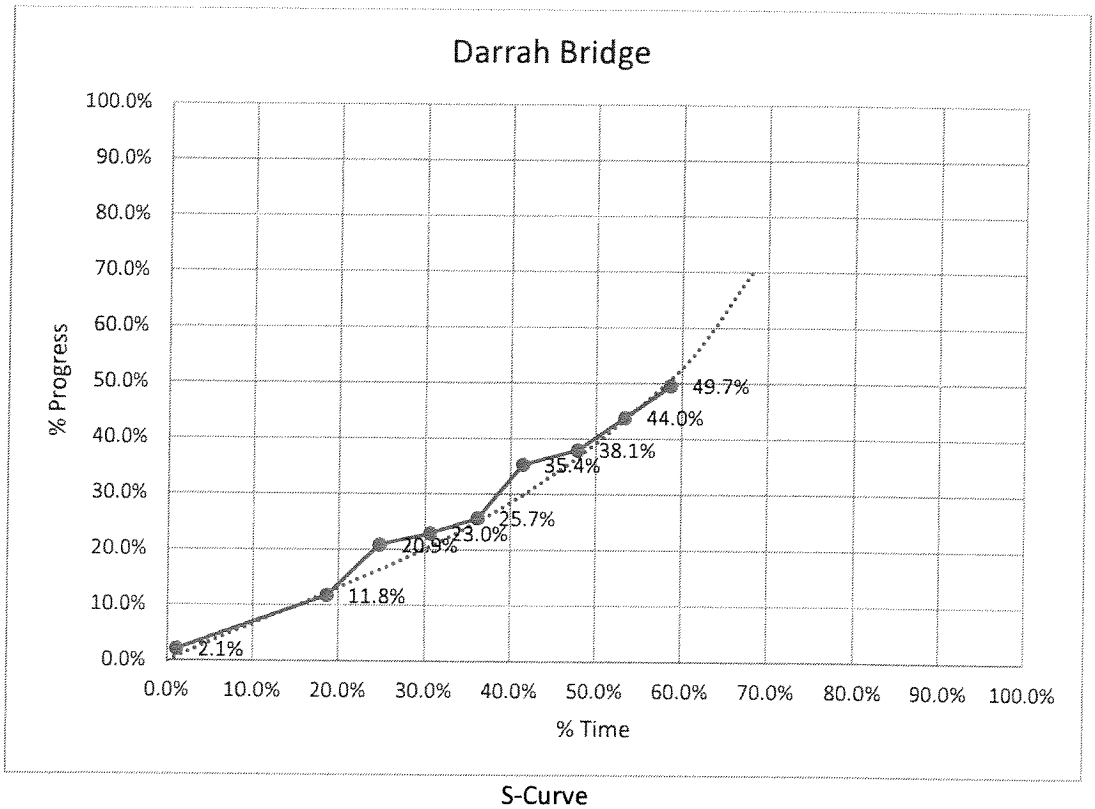
ATTACHMENTS:
Chamber handout (PDF)
PW update on Darrah Bridge (PDF)
PW update on Miller Road Homeless Encampment(PDF)

RESULT: INFORMATION RECEIVED

MARIPOSA
COUNTY CHAMBER OF COMMERCE
5158 Hwy 140 | P.O. Box 425 Mariposa, CA 95338 | 209.966.2456 | www.mariposachamber.org

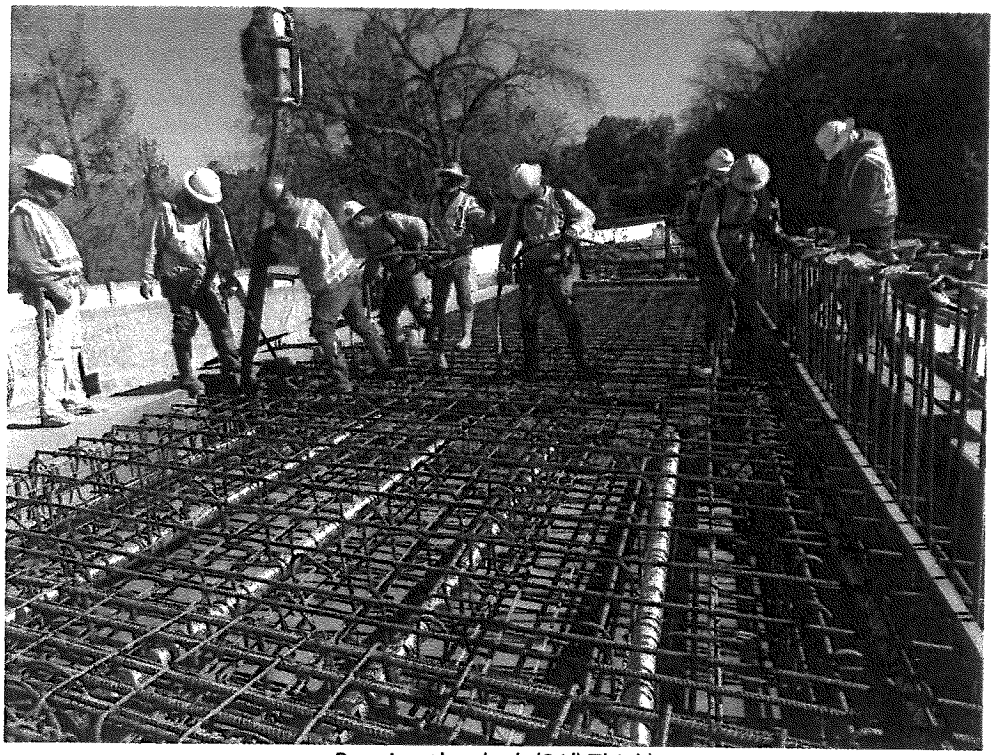
- ~~3/04/22 Mariposa Storytelling Event @ United Methodist Church TBA possible change of date.~~
- ~~3/04/22 Karaoke Night @ Miners Roadhouse 140 8pm-12am~~
- ~~3/05/22 SSMN March for Tribal Recognition @Courthouse 10:00am-3:00PM~~
- ~~3/05/22 Hornitos Enchilada Dinner 3:30pm-8:00pm in Hornitos~~
- ~~3/17/22 Willy Tea Taylor & The Turkey Buzzards 6pm $15 @ The Grove House~~
- ~~3/18/22 Todd Day Wait & Kristina Murray 6pm @ The Grove House~~
- ~~3/18/22 Ribbon Ceremony for Granny's Grub & Goodies @Triangle Market 11:00am~~
- ~~3/18/22 Penny Anty Band 5pm @The Kitchen Mooonbow Bootjack~~
- ~~3/19/22 Mariposa Museum Speaker Series 2pm @Mariposa Museum~~
- ~~3/19/22 Tri tip Fundraiser @Airport Cafe 12:00pm~~
- 3/22/22 Sushi Night @Little Shop of Ramen **(RSVP only)** 5:30pm
- 3/26/22 SARS Dinner @Fairgrounds 5PM
- 4/01/22 Alleyfest @ The Alley (downtown) 4pm
- 4/02/22 Taste of Mariposa @ Fairgrounds 5:00pm-10:00pm
- 4/06/22 Sierra Tel Ribbon Cutting @ Mariposa office (5151 Bullion) 11:00am
- 4/09/22 Mariposa Safe Families Fun Fair 10am to 1pm @Mariposa Fairgrounds
- 4/09/22 to 4/10/22 Mariposa Gem Show @ Fairgrounds 10:00am-5:00pm
- 4/16/22 Earth Day Festival in Yosemite National Park (all day)
- 4/16/22 Raymond Parade 12pm 3pm raffle in Raymond
- 4/23/22 to 4/24/22 Butterfly Festival Downtown Parade @ Fairgrounds(all day)
- 5/07/22 27th Annual Mariposa Powwow @ Fairgrounds
- 5/07/22 Heritage Rose Tour @ Coulterville 10:00am *(date subject to change depending on weather)*
- 5/11/22 Darrin Bradbury Live @ Grovehouse 7:00pm-9:00pm
- 5/22/22 Yosemite Wedding Festival 11:00am-3:00pm
- 5/28/22 Rotary Art, Wine, and Wheels Festival 11am to 5pm @ Courthouse Lawn
- 6/04/22 Mariposa County Trails Day @Arts Park time TBA
- 6/18/22 Mariposa county High School all class Reunion time 10am screening 1:30 and 3:30
- 6/25/22 Chamber of Commerce Business Awards Dinner @ Fairgrounds (Building A) 6pm
- 8/19/22 Dirty Red Barn Band @ The Alley 6:00pm
- 9/02/22 to 9/05/22 Mariposa County Fair (all day) @ Fairgrounds
- 9/17/22 Coyote Festival (all day) @Coulterville
- 10/14/22 Cruise Night @ Downtown 5:30pm til dark
- 10/15/22 Mariposa Yosemite Hot Rod and Custom Car Show @ Fairgrounds 7:00am-3:00pm
- 10/29/22 Sausage & Suds Sampler @Fairgrounds
- 11/02/22 Hornitos Day of the Dead 6:00pm-9:00pm
- 11/06/22 to 12/02/22 Vitner's Holidays @ Yosemite National Park (all day)
- 12/10/22 Annual Merry Mountain Christmas Parade and Tree Lighting 5:00pm-7:00pm Downtown Mariposa
- 12/11/22 Bracebridge Dinner @ The Ahwahnee 6:00pm-8:00pm
- 1/09/23 Chef's Holiday (all day)

Attachment: Chamber handout (13010 : Handouts from Departmental Presentation Portion of the March 22, 2022)



S-Curve

The contractor is entering a period of rapid progress. Majority of the RFIs have been addressed.



Pouring the deck (21" Thick)

Attachment: PW update on Darrah Bridge (13010 : Handouts from Departmental Presentation Portion of the March 22, 2022)

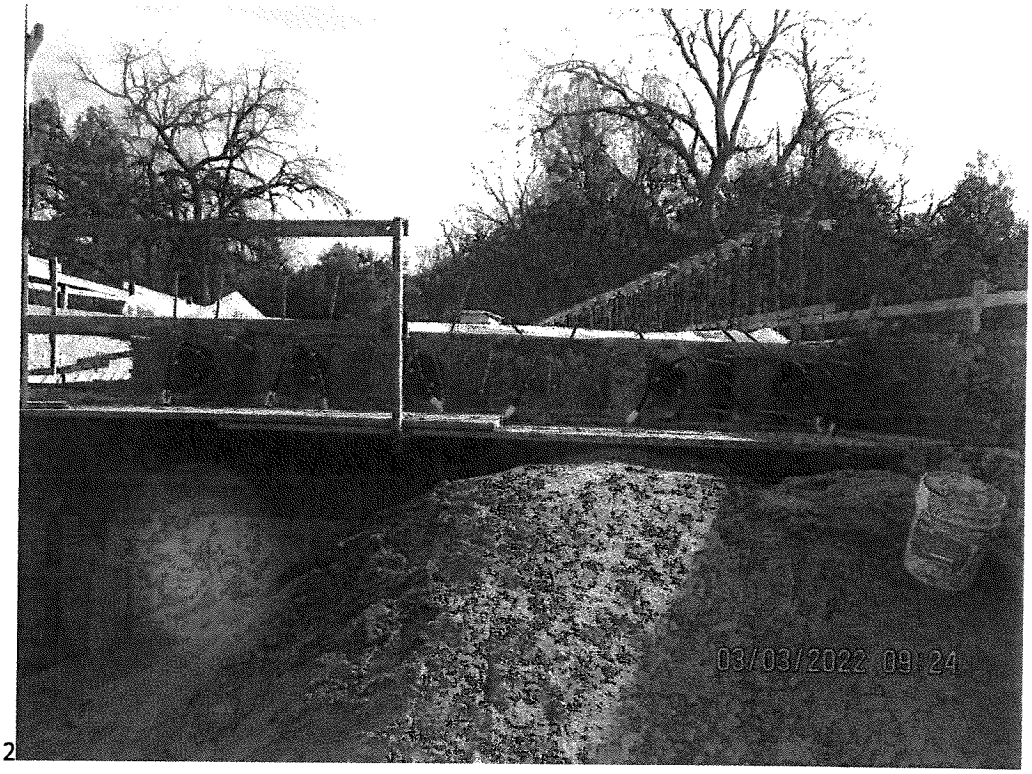


Barrier steel



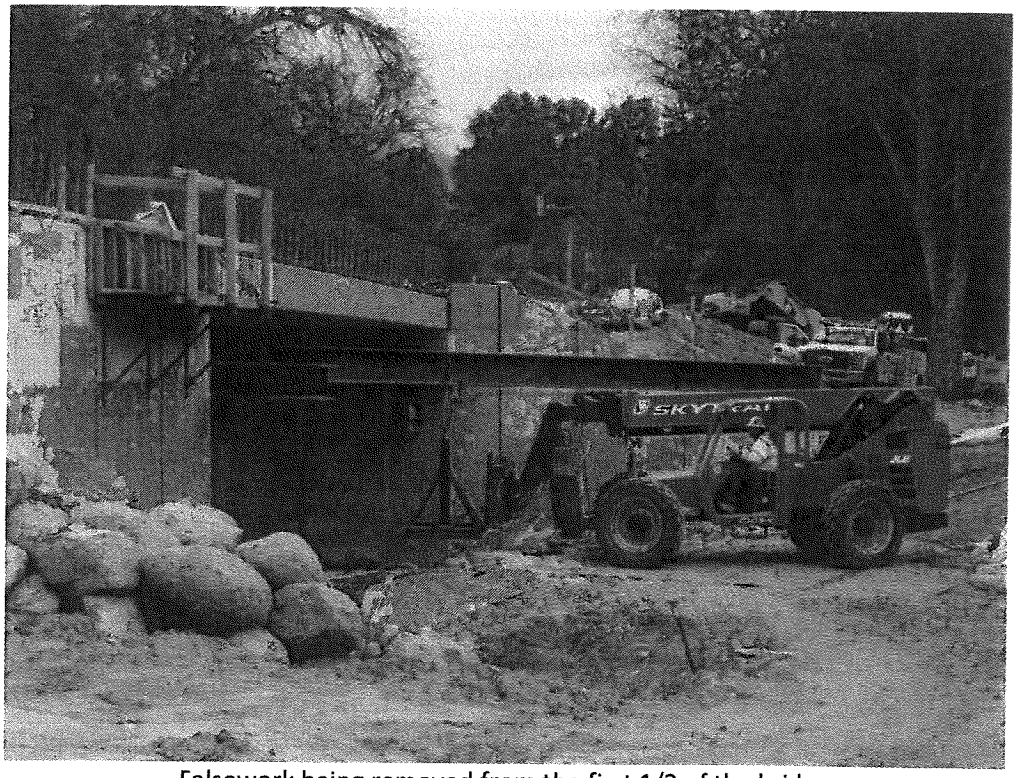
Post-Tensioning tendons

Attachment: PW update on Darrah Bridge (13010 : Handouts from Departmental Presentation Portion of the March 22, 2022)



2

Tendon ducts being grouted



Falsework being removed from the first 1/2 of the bridge

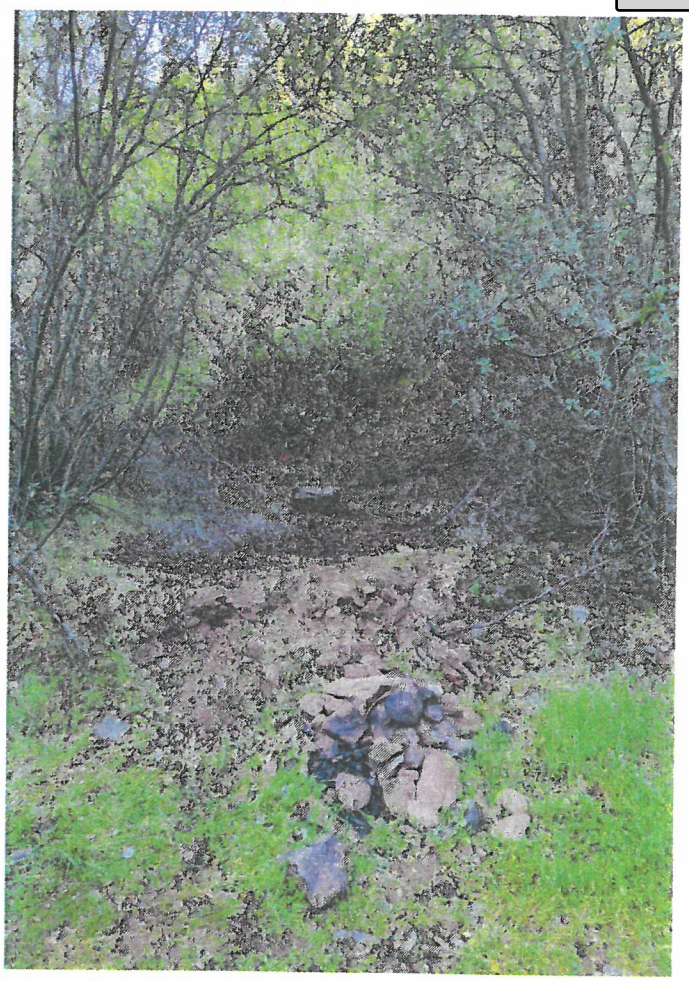
Attachment: PW update on Darrah Bridge (13010 : Handouts from Departmental Presentation Portion of the March 22, 2022)



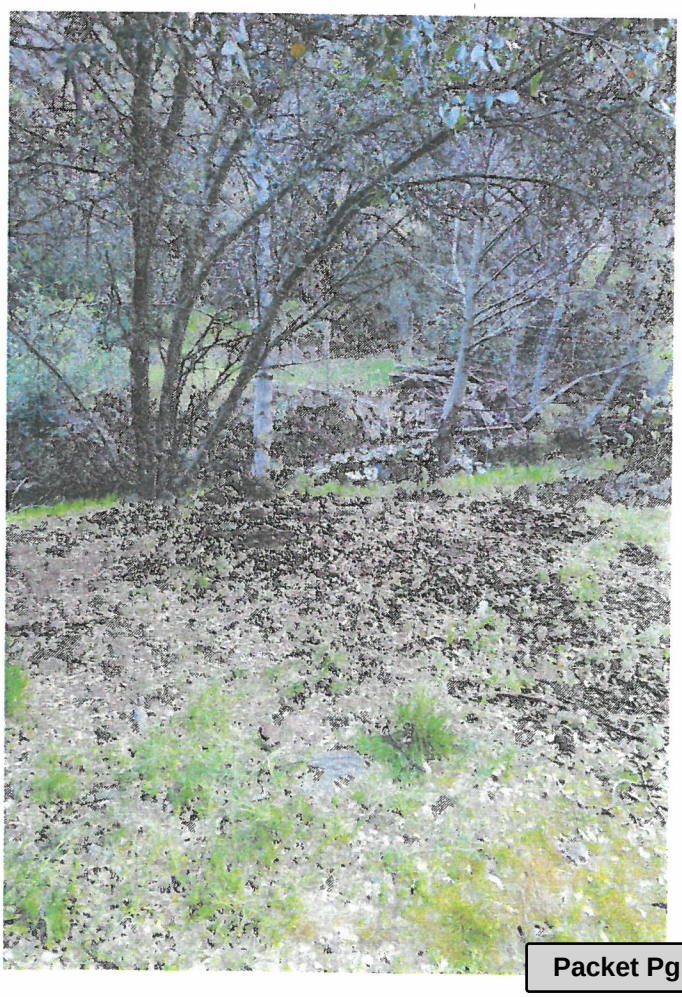












MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Public Comment on Non-Agenda Items - March 22Nd, 2022

Written Public Comment on Non-Agenda Items for the March 22nd, 2022 Meeting:

- Public comment from Tobi Parrish regarding an unnamed road.

ATTACHMENTS:
Public comment on non-agenda items 1 (PDF)

RESULT: INFORMATION RECEIVED



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Attachment: Public comment on non-agenda items 1

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-188

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Fee Adjustments

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving a Formula for Future Annual Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective on February 1st of Each Year Starting on February 1st of 2023.

In 2018, the Board of Supervisors entered into a professional services agreement with NBS Consulting to study the full cost of providing services and related fees in the planning, building and public works departments as well as the environmental health division of the health and human services agency. The resulting NBS Final Report and associated fees were adopted in early 2020.

When the fees were adopted, the Board also considered two scenarios causing future changes to implemented fees. First, fees that would increase more than 25% to cover the costs of providing a particular service were directed to be phased over four (4) years. The first year was the initial adoption in 2020. For example, a hypothetical fee of $100 for a service that cost $500 to provide would have increased to $200 in 2020 and would continue to increase by $100 annually until it reached $500 in Year Four.

Second, recognizing that services provided to individuals and applicants at less than full cost are ultimately borne by County taxpayers, the Board also directed that staff to implement a process to ensure development service fees keep pace with the costs of providing those services. Specifically, “starting in 2021, the Board directs staff to request an adjustment to the Fully Burdened Hourly Rate and associated fees annually following the Western Region Consumer Price Index (CPI) for the twelve months ending in August.”

On January 25th, 2022, the Board approved a new fee schedule which moved the phased fees to "Year 2" and which incorporated CPI in August of 2021 or 5%. Using the example in the paragraph above, the fee changed to $315 (Year 2 x (1+CPI)).

This Board item provides a proposed formula for "aging" or increasing the fees on an annual basis going forward, until a new study is completed. In order to create a formula for automatic adjustments, the phased fees (which are still only at Year 2 of 4) must be considered in addition to CPI.

The following would be the formula for 2023 and 2024 adjustments respectively.
2023 fee = (2022 fee + difference between Year2 & Year3) x (1+August 2022 CPI)
2024 fee = (2023 fee + difference between Year3 & Year4) x (1+August 2023 CPI)

The 2025 fee, and all fee adjustments following, will be based solely on the year prior fee times the year prior August CPI.
2025 fee = 2024 fee x (1+August 2024 CPI)

To provide concrete numbers, we will use the prior example of a phased fee that started at $100 and costs $500 to deliver the service, and we will pretend that CPI for August of 2022 has already been determined to be 3%. The formula would be:
2023 fee = ($315 + $400 - $300) x (1 + .03) = $427

Consistent with the original intent of the Board to ensure fees keep pace with the cost of providing services and prevent private benefits from being unduly borne by County taxpayers, staff recommends implementing these automatic adjustments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 22-61, January 25, 2022: Approve Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Fee Adjustments

Resolution 20-82, February 18, 2020: Adopt a Resolution Approving Planning, Environmental Health, Engineering / Surveyor, and Airport Operations Fee Adjustments Effective May 1, 2020.

Resolution 19-731, December 17th, 2019: Adopt a Resolution Approving Planning, Building, Environmental Health, Engineering / Surveyor, and Airport Operations Fee Adjustments Effective March 1, 2020.

Resolution 18-176, April 24, 2018: Contract with NBS consulting services was approved for this project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Fees can be considered on an annual basis.
Or fees can be aged, using a different formula.
Or fees can stay the same.

FINANCIAL IMPACT:
There is no financial impact, because this resolution only affects future fiscal years and the amounts will be determined by future Consumer Price Indices

ATTACHMENTS:
AMENDED - Resolution Future Fee Schedule Adjustments (PDF)
NBS Fee Study PowerPoint Presentation (PDF)
Mariposa_Report Final Report_10.17.19 - (PDF)
Resolution Future Fee Schedule Adjustments (PDF)
"PUBLIC COMMENT ITEM #G1 (PDF)
G.1 - Lorraine Freeman 1 (PDF)
G.1 - Lorraine Freeman 2 (PDF)
G.1 - Lorraine Freeman 3 (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. 22 -

A resolution adopting a formula for future fee schedule adjustments of user fees and service charges for the Building Department; Engineering and Surveyor and Airport Divisions of the Public Works Department; Planning Department; and the Environmental Health Division of the Health and Human Services Agency.

WHEREAS, the Board of Supervisors of Mariposa County is authorized by state law (California Government Code Section 66000 et seq.) to levy fees or service charges for processing development applications and regulatory actions or approvals; and

WHEREAS, user fees assessed for applications or approvals shall not exceed estimates of the actual costs of providing the services; and

WHEREAS, local agencies may, by formal resolution or ordinance, approve adjustments to existing service fees and establish new fees or service charges as necessary to recover estimated costs; and

WHEREAS, the Board of Supervisors of Mariposa County entered into a Professional Services Agreement on April 24, 2018 with NBS Consulting to study the development related services provided by Mariposa Planning, Building, Environmental Health, and Public Works to determine the full cost of providing user services; and

WHEREAS, the NBS Final Report constitutes a comprehensive study and recommendations concerning County user fees and service charges; and

WHEREAS, the last update of Building user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS, the last update of Public Works Airport user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS, the last update of Public Works Engineering and Surveyor user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS, the last update of Planning user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS, the last update of Environmental Health user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS, resolutions adopting current fees stipulate that “starting in 2021, the Board directs staff to request an adjustment to the Fully Burdened Hourly Rate and associated fees annually following the Western Region Consumer Price Index for the twelve months ending in August.”

WHEREAS, some county user fees continue to collect less than the Fully Burdened Hourly rate identified in the NBS study; and

DRAFT

Attachment: AMENDED - Resolution Future Fee Schedule Adjustments (RES-2022-188 : Approve Planning, Building, Environmental Health,

WHEREAS, services that are provided to individuals and applicants at less than full cost represent costs that are ultimately borne by County taxpayers; and

WHEREAS, for services being provided at less than full cost, the county desires to make adjustments in 25% increments over four years to reach full cost recovery; and

WHEREAS, the county desires to adjust fees in 2023 and thereafter and after using a formula which takes into account both the 25% incremental adjustments as well as the Consumer Price Index (CPI-U) adjustments as measured in San Francisco for a given year; and

WHEREAS, the Airport leases stipulate that Consumer Price Index-driven fee adjustments should be capped at two percent (2%) annually; and

WHEREAS, some fees have been noted in the fee schedule as not set by Mariposa County and therefore those fees are not subject to the increases below; and

WHEREAS, a User Fee Public Hearing scheduled for March 22, 2022, at 9:00 AM (or as soon thereafter as the matter may be heard) was advertised three times in a newspaper of general circulation and conducted pursuant to state law (California Government Code Section 66000 et seq.);

DRAFT

Attachment: AMENDED - Resolution Future Fee Schedule Adjustments (RES-2022-188 : Approve Planning, Building, Environmental Health,

NOW THEREFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA RESOLVES AS FOLLOWS:

The fee schedule will be adjusted on an annual basis, using the following formula:

2023 fee = (2022 fee + difference between Year 2 & Year 3) x (1 + August 2022 CPI)

2024 fee = (2023 fee + difference between Year 3 & Year 4) x (1 + August 2023 CPI)

2025 fee (and all successive years) = Prior year fee x (1 + August Prior year CPI)

Airport fee increases are capped at two percent (2%) annually

Fees not set by Mariposa County as noted in the fee schedule, are not subject to the increases outlined in this resolution.

Adjusted fees would be effective on February 1st of each year.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California at the meeting of said Board held on the 22nd day of March, 2022 by the following vote;

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Keith Williams
Interim Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

DRAFT

Attachment: AMENDED - Resolution Future Fee Schedule Adjustments (RES-2022-188 : Approve Planning, Building, Environmental Health,



Mariposa County

User Fee Study Presentation to Board

November 12, 2019

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Presentation Agenda

1. Project Goals
2. Project Approach
3. Summary of Results
4. Questions

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Project Goals

1

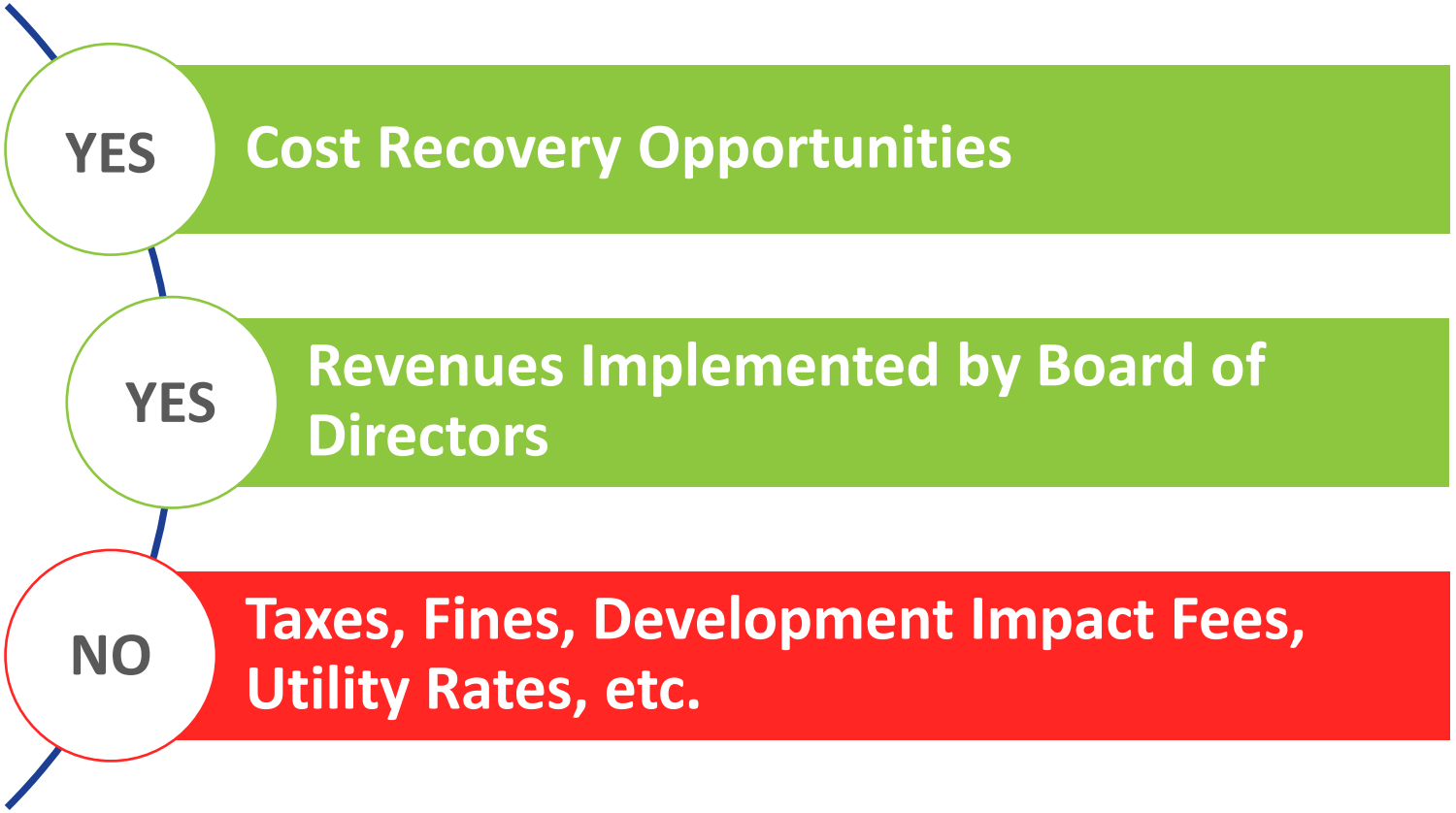
Understand Full Cost of Providing Services

2

Set Municipal Fees Accordingly

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Project Scope



Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Project Benefits

1	Reduce subsidies
2	Free up resources
3	Fund County efficiently
4	Set local expectations for cost recovery

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Project Guidance

- **Regulatory Fees**

  Regulatory fees are charges imposed to recover costs associated with the County's power to govern certain activities.

- **Proposition 26**

  Article XIIIC§1(e)(3) Inspections and Regulatory Permits are exempt…however are still limited to the local government's reasonable costs.

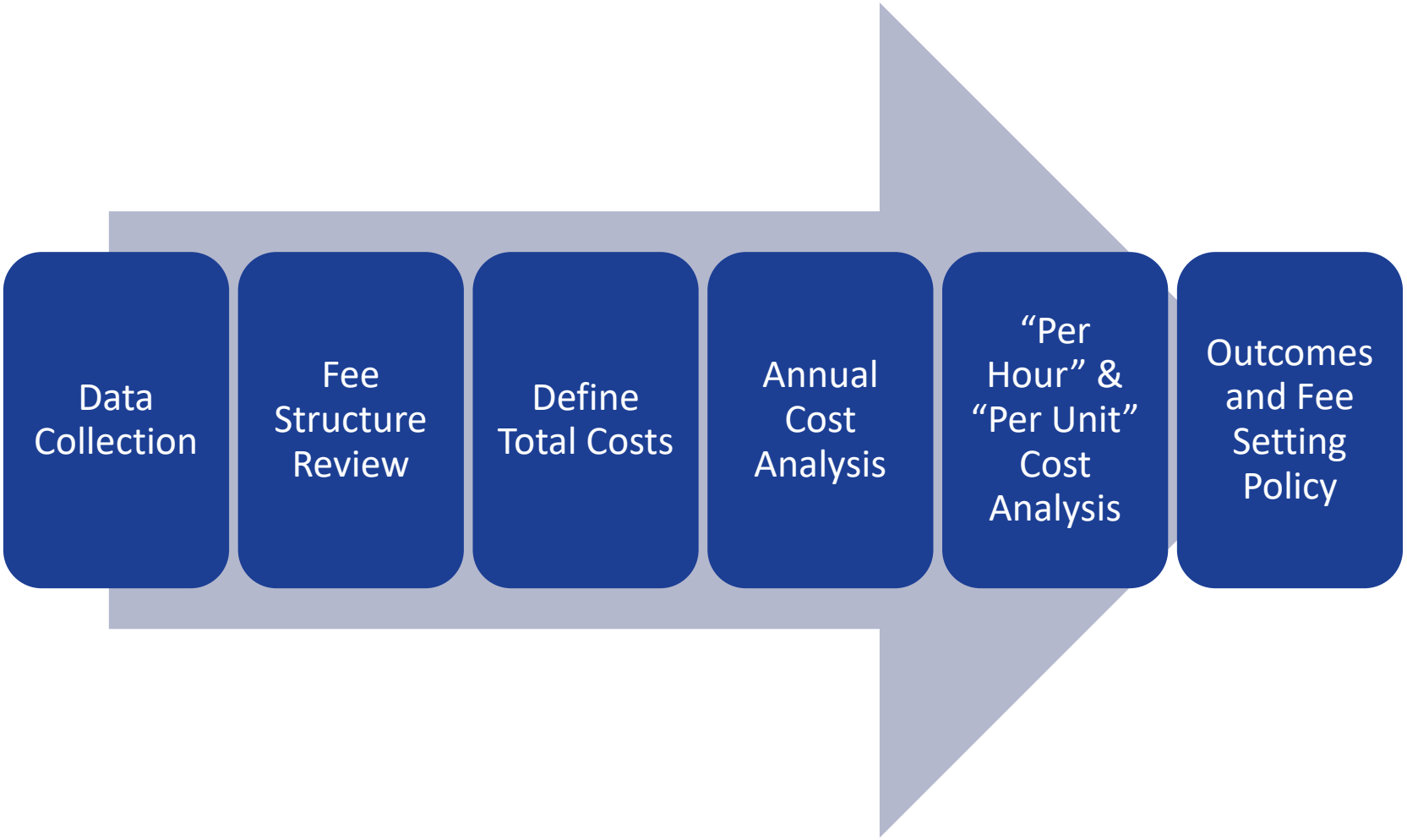
Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Departments Included

- Planning
- Public Works
- Building
- Health and Human Services Agency – Environmental Health Division

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Project Approach



Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Data Collection

1	Adopted budget and staffing
2	Workload from last complete Fiscal Year
3	Time estimates annual and per fee item
4	Current / recommended fees

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Fee Structure Review

- Flat Fees
- Variable Fees Based on Project Characteristics
- Variable Fees Based on Actual Time Tracked (with Deposits Managed as Needed)

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Defining Total Costs

Direct

- Salaries and benefits
- Services and supplies

Indirect

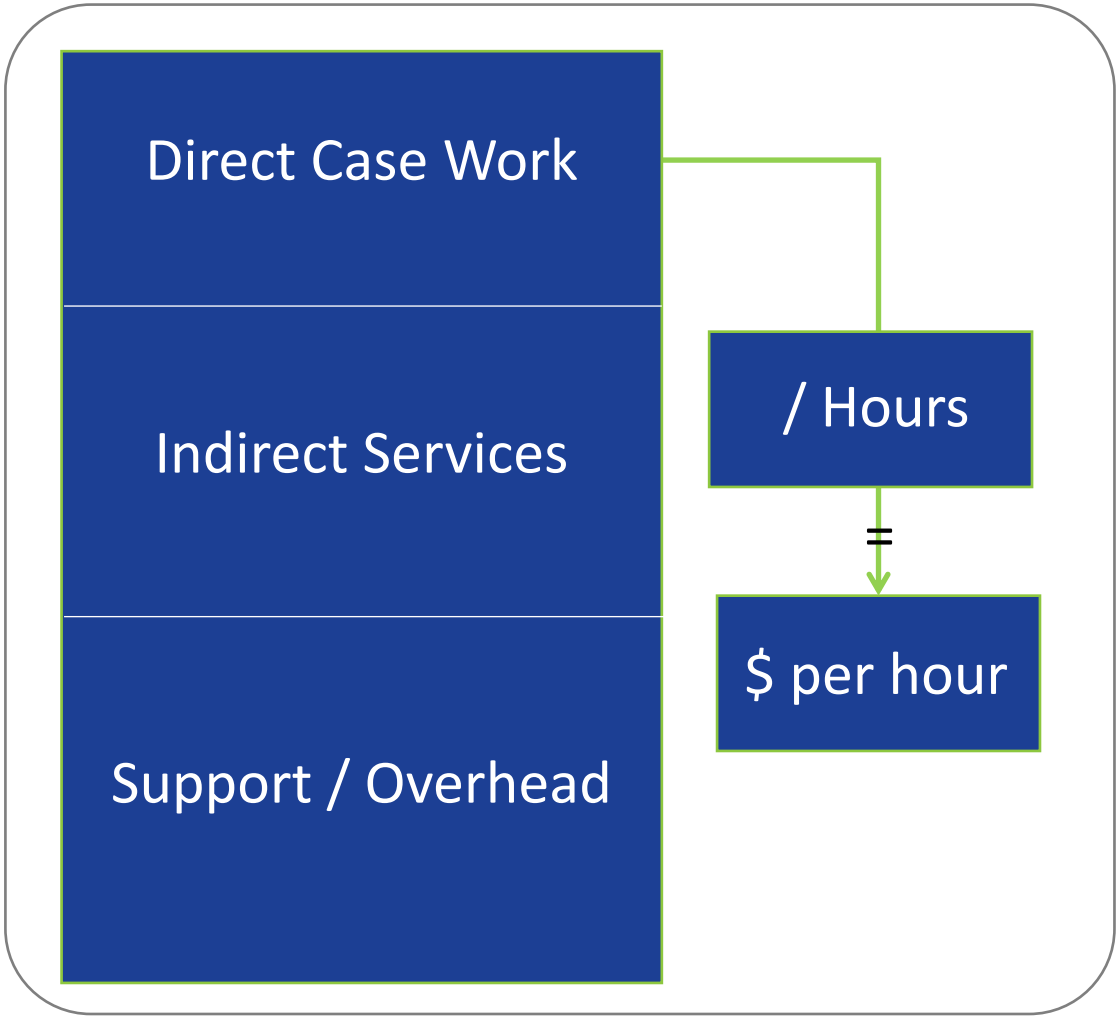
- Program, Division, Departmental and County-wide

Support

- Review required from internal departments for approval

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Hourly Rate Calculation



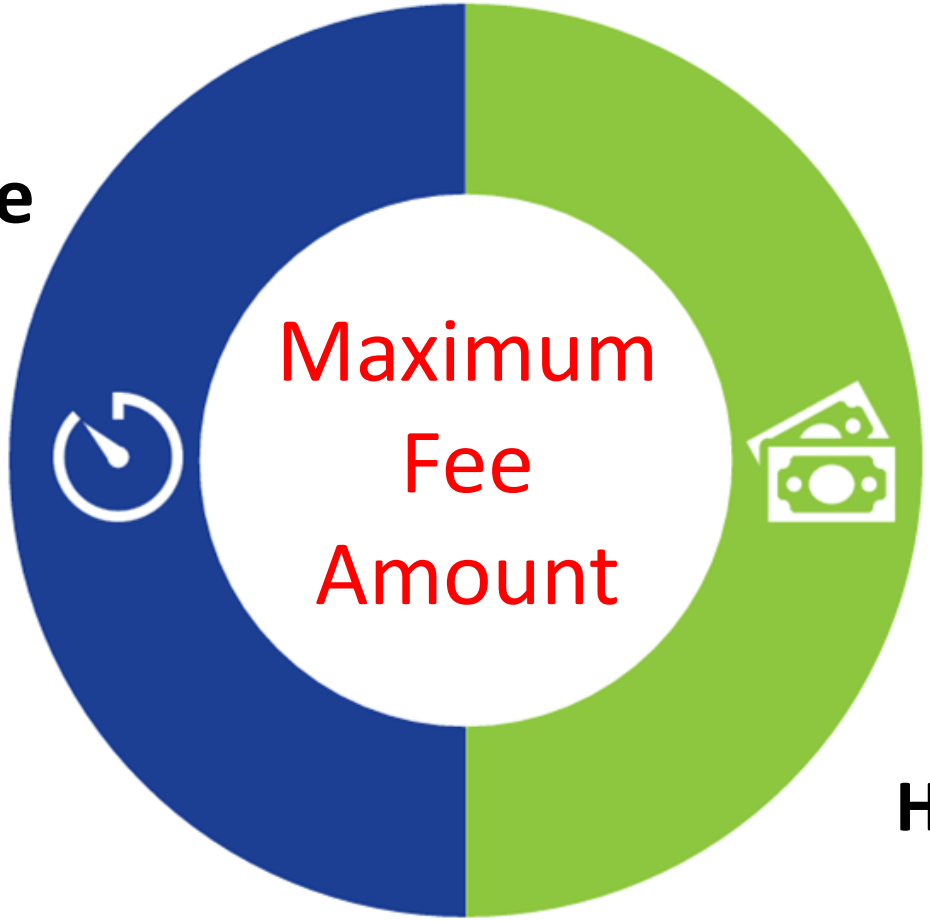
Hourly Rate Outcome

- ✓ Planning: $185
- ✓ Public Works: $156
- ✓ Building: $97
- ✓ Environmental Health: $168

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Per Unit Cost Calculation

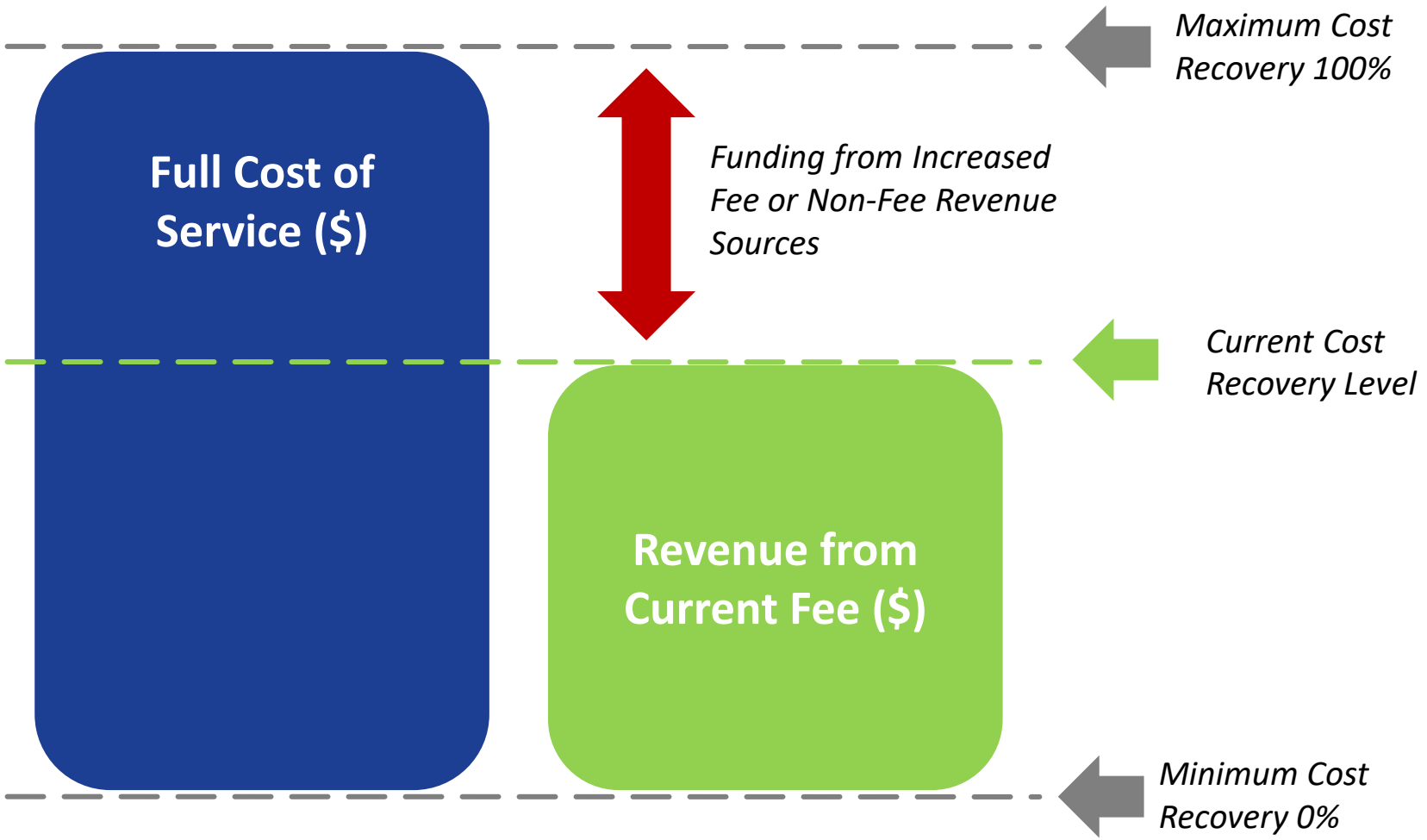
Time to Complete



Fully-Burdened Hourly Rate (FBHR)

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Cost Recovery/Fee Setting



Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Summary of Results

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
Planning	$ 103,999	$ 414,930	$ (310,930)	25%	$ 316,429	76%
Building	$ 553,008	$ 558,910	$ (5,901)	99%	$ 546,264	98%
Public Works - Engineering Division	$ 45,915	$ 196,192	$ (150,276)	23%	$ 138,197	70%
Public Works - Airport Operations Division	$ 58,500	$ 153,183	$ (94,683)	38%	$ 95,892	63%
Environmental Health	$ 159,980	$ 444,696	$ (284,716)	36%	$ 288,511	65%
General Plan Maintenance Surcharge	n/a	$ 84,109	$ (84,109)	n/a	$ 84,109	100%
Total	**$ 921,403**	**$ 1,852,019**	**$ (930,615)**	**50%**	**$ 1,469,401**	**79%**

- Mariposa County currently recovers approximately 50% of the total annual cost of providing services.
- Should the Board adopt all fees at 100% of the Cost of Service per Activity amounts shown, an additional $931,000 could be recovered.
- County staff recommend a fee increase to recover approximately 79% of the County's total annual cost of providing services. These initial recommendations for adjusted fee amounts recover an additional $548,000.

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Fee Comparison Results

Comparison of Current Fee Amounts

- **Planning** – Middle to High
- **Building**
  - Commercial new and TI: Low
  - Residential New/Add/Remodel: Low to Middle
  - Minor Permits - Re Roof, Window, Water Heater, Electrical Service Upgrade, HVAC: Low to Middle
- **Public Works – Engineering** – Low to Middle
- **Public Works – Airport** – Low to Middle
- **Environmental Health**
  - Planning/Building Referrals, Solid Waste: Low
  - Food Facility Inspections, Liquid Waste: Low to Middle
  - Water Program, Pools and Spas, CUPA: Middle
  - UST: High

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Final Report

- Appendix A to the Final Report displays the results of the analysis for the County:
  - **Cost of Service per Activity** = fee amount at 100% cost recovery
  - **Existing Cost Recovery %** - compares the full cost calculation to current fee/deposit

- Appendix B to the Final Report displays the Comparison of Charges for Fee Related Activities and Services to neighboring agencies.

- Appendix C to the Final Report displays the Collections Processes Study.

Attachment: NBS Fee Study PowerPoint Presentation (RES-2022-188 : Approve Planning,

Questions or Comments?

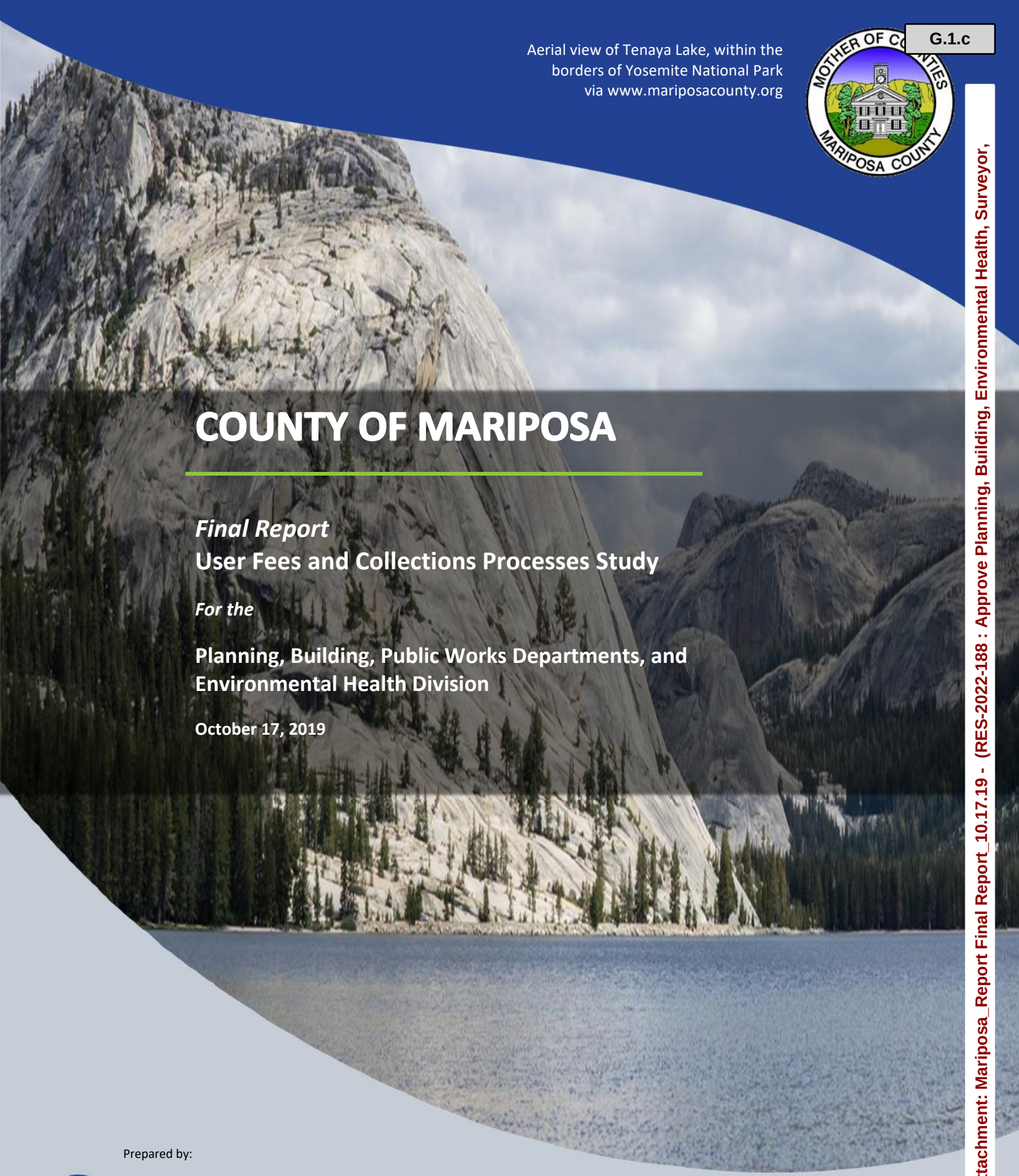
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Project Director

Kevin Gardner
Consultant

nkissam@nbsgov.com
kgardner@nbsgov.com

800-676-7516

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Aerial view of Tenaya Lake, within the borders of Yosemite National Park via www.mariposacounty.org

COUNTY OF MARIPOSA

Final Report

User Fees and Collections Processes Study

For the

Planning, Building, Public Works Departments, and Environmental Health Division

October 17, 2019

Attachment: Mariposa_Report Final Report_10.17.19 - (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

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Temecula, CA 92592
Toll free: 800.676.7516

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Comparative Fee Survey

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Collections Processes Study Appendix C

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1. EXECUTIVE SUMMARY

NBS performed a User Fees and Collections Processes Study (Study) for the County of Mariposa (County). The purpose of this report is to describe the Study's findings and recommendations, which intend to: a) defensibly update and establish user and regulatory fees for service for the County of Mariposa, and b) assist the County in improving collections processes for fee revenues.

1.1 User Fee Study

The County's chief purposes in conducting this Study were to ensure that existing fees do not exceed the costs of service and to provide an opportunity for the County Board of Supervisors to re-align fee amounts with adopted or desired cost recovery policies.

This Study examined user and regulatory fees managed by the following County departments:

- Planning
- Building
- Public Works, Engineering and Airport Divisions
- Health and Human Services Agency, Environmental Health Division

The Study identified approximately $921,000 currently collected per year from fees for service, versus $1.9 million of eligible costs for recovery from fees for service. The following table provides a summary of results:

TABLE 1. REPORT SUMMARY

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
Planning	$ 103,999	$ 414,930	$ (310,930)	25%	$ 316,429	76%
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Public Works - Airport Operations Division	$ 58,500	$ 153,183	$ (94,683)	38%	$ 95,892	63%
Environmental Health	$ 159,980	$ 444,696	$ (284,716)	36%	$ 254,497	57%
General Plan Maintenance Surcharge	n/a	$ 84,109	$ (84,109)	n/a	$ 84,109	100%
Total	**$ 921,403**	**$ 1,852,019**	**$ (930,615)**	**50%**	**$ 1,435,386**	**78%**

As shown, the County is recovering approximately 50% of costs associated with providing user and regulatory fee related services. Should the Board of Supervisors adopt fee levels at 100% of the full cost recovery amounts determined by this Study, an additional $931,000 in costs could be recovered.

However, as discussed in Section 1 of this report, there are often reasons for adopting fees at less than the calculated full cost recovery amount. As such, County staff provided initial recommended fee amounts for Board of Supervisors' consideration. If the Board elects to adopt fee levels at staff's initial

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recommendations, an additional $514,000 in costs could be recovered, for a 78% cost recovery outcome for services provided.

1.2 Fee Collections Processes Study

As part of the User Fee Study, subcontractor Management Advisory Services (MAS) conducted an assessment of the County's practices and procedures regarding deposits received from applicants for development services, charges against those deposits, and collection of outstanding amounts to recover the full cost of County staff time devoted to processing development permits and applications. The MAS report, included as Appendix C, identifies the current practices and procedures and offers recommendations to improve the efficiency and the collection of full costs for County services.

1.3 Report Format

This report documents analytical methods and data sources used throughout the Study, presents findings regarding current levels of cost recovery achieved from user and regulatory fees, discusses recommended fee amounts, and provides a comparative survey of fees to neighboring agencies for similar services.

- Section 2 of the report outlines the foundation of the Study and general approach
- Sections 3 through 8 discuss the results of the cost of service analysis performed, segmented by category of fee and/or department or division
- Section 9 provides the grand scope conclusions of the Study
- Appendices to this report include additional analytical details, a comparison of fees charged by neighboring agencies for similar services, and a copy of the MAS report on fee collections processes

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2. INTRODUCTION AND FUNDAMENTALS

California counties impose user fees and regulatory fees for services and activities they provide through provisions of the State Constitution. First, counties may perform broad activities related to their local policing power and other service authority as defined in Article XI, Sections 7 and 9. Second, counties may establish fees for service through the framework defined in Article XIIIC, Section 1. Under this latter framework, a fee may not exceed the estimated reasonable cost of providing the service or performing the activity. For a fee to qualify as such, it must relate to a service or activity under the control of the individual/entity on which the fee is imposed. For example, the individual/entity requests service of the municipality or his or her actions specifically cause the municipality to perform additional activities. In this manner, the service or the underlying action causing the municipality to perform service is either discretionary and/or is subject to regulation. As a discretionary service or regulatory activity, the user fees and regulatory fees considered in this Study fall outside requirements for imposition of taxes, special taxes, or fees imposed as incidences of property ownership.

2.1 Scope of Study

The following is a summarized list of fees studied for Planning, Building, Public Works, and Environmental Health:

- **Planning Department:**
  - Appeals
  - Building Plan Review
  - Design Review
  - Environmental Review
  - General Plan/Area Plan
  - Inspection Fees
  - Subdivision & Parcel Configuration
  - Zoning
- **Building Department:**
  - Building Permit Fees
  - Building Plan Check Fees
  - Miscellaneous Building Fees
  - Grading Permit Fees
  - Electrical Fees
  - Mechanical Fees
  - Plumbing Fees
- **Public Works Department, Engineering Division:**
  - Administration Fees
  - Application or Permit
  - Planning or LAFCo Application or Permit
  - Miscellaneous Fees

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- **Public Works, Airport Division:**
  - Tiedowns
  - Ground Lease Fees
  - Hangar Rentals
- **Health and Human Services Agency, Environmental Health Division:**
  - Food Facility Inspection Program
  - Water Program
  - Liquid Waste Program
  - Pools and Spas
  - CUPA

The fees examined in this Study specifically excluded development impact fees, utility rates, and any special tax assessments, all of which fall under distinct analytical and procedural requirements different from the body of user/regulatory fees analyzed in this effort. Additionally, this Study excluded most fines and penalties imposed by the County for violations to its requirements or codes. (The County is not limited to the costs of service imposing fines and penalties.)

2.2 Methods of Analysis

There are three phases of analysis completed for each County department or program studied: Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation.

2.2.1 COST OF SERVICE ANALYSIS

The cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support provision of services in general, but cannot be directly or easily assigned to a singular activity or service.

Components of the full cost of service include direct labor costs, indirect labor costs, specific direct non-labor costs where applicable, allocated non-labor costs, and allocated Countywide overhead. Definitions of these cost components are as follows:

- **Labor costs –** Salary, wages and benefits expenses for County personnel specifically involved in the provision of services and activities to the public.
- **Indirect labor costs –** Personnel expenses supporting the provision of services and activities. This can include line supervision and departmental management, administrative support, and staff involved in technical activities related to the direct services provided to the public.
- **Specific direct non-labor costs –** Discrete expenses incurred by the County due to a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.

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- **Allocated indirect non-labor costs** – Expenses other than labor for the departments involved in the provision of services. In most cases, these costs are allocated across all services provided by a department, rather than directly assigned to fee categories.
- **Allocated indirect organization-wide overhead** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services include general administrative services such as Administration, Finance, Human Resources, Information Technology, etc. The amount of costs attributable to each department or program included in this Study were sourced from a separate Indirect Cost Calculation, provided by the County.

All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred by the County in the provision of all services and activities agency-wide.

Nearly all of the fees under review in this Study require specific actions on the part of County staff to provide the service or conduct the activity. Because labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculates a composite, fully burdened, hourly rate for each department, division, program, or activity, as applicable to the specific organization and needs of each area studied. The rate serves as the basis for further quantifying the average full cost of providing individual services and activities.
Deriving the fully burdened labor requires two figures: the full costs of service and the number of hours available to perform those services. The full costs of service are quantified through the earlier steps described above. NBS derives the hours available from a complete listing of all County employees and/or hours of service available from contracted professionals, factoring out any hours attributable to general leave time (vacation, sick, holidays). These available hours represent the amount of time available for providing both fee-recoverable and non-fee recoverable services and activities. The productive labor hours divided into the annual full costs of service derives the composite fully burdened labor rate. Some agencies also use the resulting rates for other purposes than setting fees, such as when the need arises to calculate the full cost of general services or structure a cost recovery agreement with another agency or third party.

Fully burdened labor rates applied at the individual fee level estimate an average full cost of providing each service or activity. This step required the development of staff time estimates for the services and activities listed in the County's fee schedule. For all fee programs studied, time tracking records (if available) were useful in identifying time spent providing general categories of service (e.g. division administration, plan review, inspection, public information assistance, etc.). However, the County does not systematically track activity service time for all departments or all individual fee-level services provided. Consequently, interviews and questionnaires were used to develop the necessary data sets describing estimated labor time. In many cases, the County estimated the average amount of time (in minutes and hours) it would take to complete a typical occurrence of each service or activity considered.

It should be noted that the development of these time estimates was not a one-step process: estimates received were carefully reviewed by both NBS and departmental management to assess the reasonableness of such estimates. Based on this review, the County reconsidered its time estimates until both parties were comfortable that the fee models reasonably reflected the average service level

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provided by the County. Then, time estimates were applied to the appropriate fully burdened labor rate to yield an average total cost of the service or activity.

2.2.2 FEE ESTABLISHMENT

Establishing fees also includes a range of considerations, as described below:

- **Addition to and deletion of fees** – The Study's process provided the opportunity to propose additions and deletions to existing fee schedules. Some additions to the fee schedules were simply identification of existing services or activities performed by County staff for which no fee is currently charged. Deletions to fee schedules occur when a service is no longer provided, or a fee category unused, or no longer needed.
- **Revision to the structure of fees** – In most cases, the current structure of fees did not change; the focus is to recalibrate the fee amount to match the costs of services. In several cases, however, fee categories and fee names were simplified or re-structured to increase the likelihood of full cost recovery, or to enhance the fairness of how the fee applies to various types of fee payers. Many such revisions better conform fees to current practices, and improve the calculation and collection of fee revenues.
- **Documentation of tools to calculate special cost recovery –** The County's fee schedule should include the list of fully burdened rates developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the County Board of Supervisors to approve rates for cost recovery under a "time and materials" approach, which is heavily utilized by several departments/divisions in this Study. The fee schedule should also provide language that supports special forms of cost recovery for activities and services not included in the adopted master fee schedule. These rare instances use the published rates to estimate a flat fee, or bill on an hourly basis, at the discretion of the director of each department.

2.2.3 COST RECOVERY EVALUATION

The NBS fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. A cost recovery rate of 0% identifies no current recovery of costs from fee revenues (or insufficient information available for evaluation). A rate of 100% means that the fee currently recovers the full cost of service. A rate between 0% and 100% indicates partial recovery of the full cost of service through fees. A rate greater than 100% means that the fee exceeded the full cost of service.

User fees and regulatory fees examined in this Study should not exceed the full cost of service. In other words, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could require the consensus of the voters.

NBS also assists with modeling the "recommended" or "targeted" level of cost recovery for each fee, always established at 100%, or less, than the calculated full cost of service. Targets and recommendations always reflect agency-specific judgments linked to a variety of factors, such as existing County policies, agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

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A general means of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question.

- To what degree does the public at large benefit from the service?
- To what degree does the individual or entity requesting, requiring, or causing the service benefit?

When a service or activity completely benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reflecting that a truly public-benefit service is best funded by the general resources of the County, such as General Fund revenues (e.g., taxes). Conversely, when a service or activity completely benefits an individual or entity, there is generally closer to or equal to 100% of cost recovery from fees, collected from the individual or entity. An example of a completely private benefit service may be a request for exemption from a County regulation or process.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following other factors and considerations may influence or supplement the public/private benefit perception of a service or activity:

- If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
- Will increasing fees result in non-compliance or public safety problems?
- Are there desired behaviors or modifications to behaviors of the service population helped or hindered through the degree of pricing for the activities?
- Does current demand for services support a fee increase without adverse impact to the citizenry served or current revenue levels? (In other words, would fee increases have the unintended consequence of driving away the population served?)
- Is there a good policy basis for differentiating between type of users (e.g., residents and non-residents, residential and commercial, non-profit entities and business entities)?
- Are there broader County objectives that inform a less than full cost recovery target from fees, such as economic development goals and local social values?

Because this element of the Study is subjective, NBS provides the cost of service calculation based on 100% full cost recovery as well as the framework for the County to adjust in accordance with the County's goals as pertains to code compliance, cost recovery, economic development, and social values.

2.2.4 COMPARATIVE FEE SURVEY

Appendix B presents the results of the Comparative Fee Survey for the County of Mariposa. Often policy makers request a comparison of their jurisdiction's fees to surrounding or similar communities. NBS worked with the County to choose five comparative agencies: Amador, Calaveras, Mono, Plumas, and Tuolumne.

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The general outcome of a comparison provides a sense of a local market pricing for services, and can be useful information in gauging the impact of recommendations for fee adjustments. However, the following should be noted about the use of the comparative survey data:

- Comparative surveys do not provide information about the cost recovery policies or procedures inherent in each comparison agency.
- A "market based" decision to price services below the full cost of service calculation, is the same as making a decision to subsidize that service.
- Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis provided for this Study on the comparative agencies' fees.
- Comparative fee survey efforts are often non-conclusive for many fee categories. Comparison agencies typically use varied terminology for provision of similar services.

NBS reasonably attempts to source each comparison agency's fee schedule from the Internet, and compile a comparison of fee categories and amounts for the most readily comparable fee items that match the client's existing fee structure.

2.2.5 DATA SOURCES

The following data sources were used to support the cost of service analysis and fee establishment phases of this Study:

- The County of Mariposa's Adopted Budget for Fiscal Year 2018-2019
- A complete listing of all County personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts
- Various correspondences with the County staff supporting the adopted budgets and current fees, including budget notes and expenditure detail not shown in the published document
- Prevailing fee schedules by each involved department/division
- Annual workload data from the prior fiscal year provided by each department/division studied

The County's adopted budget is the most significant source of information affecting cost of service results. NBS did not audit or validate the County's financial management and budget practices, nor was cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study has accepted the County's budget as a legislatively adopted directive describing the most appropriate and reasonable level of County spending. Consultants accept the County Board of Supervisors' deliberative process and ultimate acceptance of the budget plan and further assert that through that legislative process, the County has yielded a reasonable expenditure plan, valid for use in setting cost-based fees.

Original data sets also support the work of this Study: primarily, estimated or tracked time at various levels of detail. To develop these data sets, consultants prepared questionnaires and conducted interviews with each department/division. In the fee establishment phase of the analysis, each department/division supplied estimates of average time spent providing a service or activity corresponding with an existing or new fee. NBS and County management reviewed and questioned responses to ensure the best possible set of estimates.

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3. PLANNING DEPARTMENT

The Planning Department provides administrative support to the Planning Commission and Board of Supervisors in the performance of their quasi-judicial and legislative functions in the areas of administration of the General Plan and application of land use and development regulations. In addition to handling normal planning functions and project review, the department is responsible for environmental review procedures under the California Environmental Quality Act (CEQA).

3.1 Cost of Service Analysis

NBS calculated the total estimated annual cost of Planning Department services, segregated between those costs that are eligible and/or targeted for recovery in fees for service, versus those that require another funding source other than fees. Fee-recoverable costs are also expressed as a "fully burdened" hourly rate. Table 2 shows the summary of outcomes from of Planning's cost of service analysis:

TABLE 2. FULLY BURDENED HOURLY RATE

Cost Element	Public Counter Duty / General Info	Advance / Long Range Planning	Code Compliance	Grant Related Projects	GIS	Current Planning Application Processing	Total
Labor	$ 163,897	$ 201,709	$ 86,520	$ 59,416	$ 139,734	$ 145,418	$ 796,695
Recurring Non-Labor	11,193	37,654	5,909	4,058	9,543	9,931	78,287
Countywide Overhead	18,495	22,966	9,764	6,705	15,769	16,410	90,109
Management/ Admin	108,019	146,379	57,023	39,160	92,095	95,841	538,517
Division Total	**$ 301,604**	**$ 408,708**	**$ 159,216**	**$109,339**	**$ 257,140**	**$ 267,601**	**$1,503,607**
Cost Recovery Targeted from Fees	60%	0%	0%	0%	0%	100%	30%
Amount Targeted for Consideration in Billings/Fees	180,962	-	-	-	-	267,601	448,563
Amount Requiring Another Funding Source	120,642	408,708	159,216	109,339	257,140	-	1,055,044
Fully Burdened Hourly Rate							**$ 185**
						Reference: Direct Hours Only	**2,422**

As shown, the total cost of the Planning Department per year is approximately $1.5 million.[1] Approximately 30% of the total costs ($449,000) are eligible and/or targeted for recovery in fees, while approximately $1 million require another funding source. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **$185**.

NBS interviewed Planning Department staff and identified six primary services provided by the Department and calculated the estimated total annual cost of each service. Then, NBS and the Department evaluated to what extent the cost of each service is eligible for recovery in the fully burdened hourly rate used to calculate each fee for service. To assist the reader in understanding the underlying costs and assumptions used to calculate the fully burdened hourly rate, the following provides a

[1] *For more discussion on each Cost Element shown in the table, consult section 2.2.1*

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description of each cost category and its resulting application toward the fully burdened hourly rate calculation:

- **Public Counter Duty/General Info** – Planning Staff responds to phone calls and general information requests that support the development review process. Costs associated with the provision of general public information and public counter services are not only a basic and expected function of governmental services to the public, but also an overall supportive and beneficial service to active and incoming applications and requests for development approval. As such, NBS recommends only partial recovery of these costs in fees for service, to the extent that the County estimates what degree of these services are in support of active or incoming project approval requests. Planning staff estimated that approximately 60% of these costs support land use application review activities and are therefore targeted for recovery in fees for services, while the remaining require another funding source other than fees.

- **Advance/Long Range Planning** – Planning staff support the ongoing maintenance and cyclical update of the County's General Plan and local zoning ordinances. These costs are not targeted for recovery in the user and regulatory fees subject to this Study but are commonly recovered as part of a separate surcharge on top of relevant planning and building. NBS has calculated a separate surcharge for recovery of these costs as part of this Study, see Section 8 of this report for further details.

- **Code Compliance** – Work activities in response to a complaint received by the Planning Department related to violation of a prior condition of approval, Ordinance or State law. Includes complaint investigation, follow up, and any associated abatement or enforcement actions. This is a shared program with the Building Department. None of these costs are recommended for recovery in the County's user and regulatory fees for service. Typically, the County would encourage compliance through inspection and case management, and charge fines or penalties when efforts to gain compliance become excessive.

- **Grant Related Projects** – Planning staff supports various grant related projects, as requested by the Board of Supervisors. These costs of these projects are recovered through grant funds. Therefore, none of these costs are considered in the calculation of fees for services.

- **Geographic Information Systems** – Work activities surrounding maintenance of the County's GIS system. None of these costs are recommended for recovery in the County's user and regulatory fees for service.

- **Currently Planning Application Processing** – Development review comprises the majority of this Department's work efforts. 100% of these costs are eligible for recovery from the Department's routine types of fees for service.

Significant analytical and policy decisions influence the inclusion or exclusion of categorized activity costs in the fully burdened hourly rate. The decision of whether to apply or exclude certain costs toward recovery in fees for service stems from the basic fee setting parameters offered by the California State

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Constitution and Statutes, which requires that any new fee levied, or existing fee increased should not exceed the estimated amount (cost) required to provide the service for which the charged.

3.2 Fee Establishment

The following is a summary of overall changes made to the County's fee schedule for the Planning Department:

- Deletion of fees that are no longer used or not needed, such as:
  - Surface Mining Permit – Vested Rights Determination
  - Planning Commission Annual Subscription to Agenda and Minutes

- Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure, such as:
  - Major Design Review
  - Public Hearing / Public Notice

- Addition of new fee categories, notated as "New" in the Current Fee / Deposit column of Appendix A.1:
  - Initial Study/ Negative Declaration/ Mitigated Negative Declaration
  - EIR
  - Site Inspections
  - Code Enforcement Inspection
  - Re-inspection Fee
  - IGR Cal Trans Preliminary Site Plan Review
  - Zoning / Land Use Verification letter
  - Returned Check Charge
  - Public Works Map / Project Review
  - Use Permit Determinations
  - Condition and/or Mitigation Compliance Review
  - Vacation Rentals Re-inspections

Section 2.2, *Methods of Analysis*, provides additional discussion on the Study's approach to adding, deleting, and revising fee categories.

3.3 Cost Recovery Evaluation

Appendix A.1 presents the results of the detailed cost recovery analysis for the County's Planning Department fees. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Name" list. The Cost of Service Per Activity for each fee item is compared to the County's current fee for each service, and the "Existing Cost Recovery %" shows whether each fee is under, over, or approximately equal to the cost of providing the service.[2]

[2] *For more discussion on Cost Recovery Evaluation, consult section 2.2.3 of the Report*

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The County's Planning Department fees currently recover approximately 25% of the total cost of providing services. As shown in the following table, the County collects approximately $104,000 per year in revenues at current fee amounts. At full cost recovery, the same demand for these services would recover approximately $415,000.

TABLE 3. COST RECOVERY OUTCOMES

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
Planning	$ 103,999	$ 414,930	$ (310,930)	25%	$ 316,429	76%

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Planning Department, considered appropriate cost recovery levels at or below that full cost. The "Recommended Fee / Deposit" column in Appendix A.1 displays County staff's initial recommended fee/deposit amounts. With County staff's recommended adjustments, all fees are projected to recover 76% of the costs of providing services. County staff's recommendation is based on the CPI percentage increase since 2011 for the majority of the fees.

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4. BUILDING DEPARTMENT

The Building Department enforces State laws and County ordinances concerning the safe construction of structures. Enforcement includes inspecting structures to verify that construction or alteration work is performed according to approved plans and in accordance with the provisions of applicable codes; issuing orders required in enforcement; and issuing all permits required in the enforcement of the building and grading codes. Among the permits issued by this department are building construction, mobile home installation, and grading permits.

4.1 Cost of Service Analysis

NBS calculated the total estimated annual cost of Building Department services, segregated between those costs that are eligible and/or targeted for recovery in fees for service, versus those that require another funding source other than fees. Fee-recoverable costs are also expressed as a "fully burdened" hourly rate. Table 4 shows the summary of outcomes from this Cost of Service Analysis:

TABLE 4. FULLY BURDENED HOURLY RATE

Cost Element	Public Counter / General Info	Building Code Enforcement	Support For Other Departments	Other Non-Fee Recoverable Services	Building Direct Services	Total
Labor	$ 45,883	$ 58,626	$ 17,028	$ 27,007	$323,195	$471,739
Recurring Non-Labor	5,099	6,515	1,892	3,001	35,915	52,422
Countywide Overhead	5,164	6,598	1,916	3,039	36,372	53,088
Building Department Admin	18,755	23,964	6,960	11,039	132,107	192,824
Division Total	**$ 74,899**	**$ 95,702**	**$ 27,797**	**$ 44,087**	**$527,588**	**$770,073**
Cost Recovery Targeted from Fees	65%	0%	0%	0%	100%	75%
Amount Targeted for Consideration in Billings/Fees	48,685	-	-	-	527,588	576,273
Amount Requiring Another Funding Source	26,215	95,702	27,797	44,087	-	193,800
Fully Burdened Hourly Rate						**$ 97**
					Reference: Direct Hours Only	**5,953**

As shown, the total cost of the Building Department per year is approximately $770,000.[3] Approximately 75% of the total costs ($576,000) are eligible and/or targeted for recovery in fees, while approximately $194,000 require another funding source. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **$97**.

[3] *For more discussion on each Cost Element shown in the table, consult section 2.2.1*

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For purposes of analysis, NBS interviewed Building Department staff and identified five primary services provided by the Department. The Cost of Service Analysis identified the estimated total annual cost of each service, and evaluated to what extent the cost of each service is eligible for recovery in the fully burdened hourly rate used to calculate each fee for service. To assist the reader in understanding the underlying costs and assumptions used to calculate the fully burdened hourly rate, the following provides a description of each cost category and its resulting application toward the fully burdened hourly rate calculation:

- **Public Counter/General Info** – Building Staff responds to phone calls and general information requests that support the development review process. Costs associated with the provision of general public information and public counter services are not only a basic and expected function of governmental services to the public, but also an overall supportive and beneficial service to active and incoming applications and requests for development approval. As such, NBS recommends only partial recovery of these costs in fees for service, to the extent that the County estimates what degree of these services are in support of active or incoming project approval requests. Building staff estimated that approximately 65% of these costs support land use application review activities and are therefore targeted for recovery in fees for services, while the remaining require another funding source other than fees.

- **Building Code Enforcement** – Work activities in response to a complaint received by the Building Department related to violation of a prior condition of approval, Ordinance or State law. Includes complaint investigation, follow up, and any associated abatement or enforcement actions. None of these costs are recommended for recovery in the County's user and regulatory fees for service. Typically, the County would encourage compliance through inspection and case management, and charge fines or penalties when efforts to gain compliance become excessive.

- **Support for Other Departments** – Building staff provides support to other County Departments. These costs are not recommended for recovery from Building fees.

- **Other Non-Fee Recoverable Services** – Building staff provides various other services such as "Emergency Response". None of these costs are recommended for recovery in the County's user and regulatory fees for service.

- **Building Direct Services** – Work activities associated with active building permit applications. 100% of these costs are eligible for recovery in Building's user and regulatory fees for service.

4.2 Fee Establishment

The following is a summary of overall changes made to the County's fee schedule for the Building Department:

- Deletion of fees that are no longer used or not needed, such as:
  - Agriculture Buildings (under 5,000 sq. ft.)
  - Continuing Educational Fee

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- Storage Buildings, residential

- Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure, such as:
  - Building Permit and Plan Check fees restructured and place at top of fee schedule
  - Solar System Fees

- Addition of new fee categories, notated as "New" in the Current Fee / Deposit column of Appendix A.2:
  - Appeal of Building Official's Decision to Appeal Board
  - Request for Research
  - Vacation Rental Inspection
  - Vacation Rental Re-Inspection
  - Vacation Inspection Research
  - Non-Complying Structure - Release of Lien

Section 2.2, *Methods of Analysis*, provides additional discussion on the Study's approach to adding, deleting, and revising fee categories.

4.3 Cost Recovery Evaluation

Appendix A.2 presents the results of the detailed cost recovery analysis for the County's Building Department fees. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Name" list. The Cost of Service Per Activity for each fee item is compared to the County's current fee for each service, and the "Existing Cost Recovery %" shows whether each fee is under, over, or approximately equal to the cost of providing the service.[4]

The County's Building Department fees currently recover approximately 99% of the total cost of providing services. As shown in the following table, the County collects approximately $553,000 per year in revenues at current fee amounts. At full cost recovery, the same demand for these services would recover approximately $559,000.

TABLE 5. COST RECOVERY OUTCOMES

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
Building	$ 553,008	$ 558,910	$ (5,901)	99%	$ 546,264	98%

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Building Department, considered appropriate cost recovery levels at or below that full cost. The "Recommended Fee / Deposit" column in Appendix A.2 displays County staff's initial recommended fee amounts. With County staff's recommended adjustments, all fees are projected to recover 98% of the costs of providing services.

[4] *For more discussion on Cost Recovery Evaluation, consult section 2.2.3 of the Report*

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5. PUBLIC WORKS – ENGINEERING DIVISION

The County of Mariposa's Engineering Division performs activities on behalf of the public and other County departments including: providing design, surveying and engineering services for County departments; coordinating approval of plans and specifications for development projects; providing public information on subjects such as road improvement standards and procedures to form maintenance associations or zones of benefits; and coordinating all subdivision maps submitted to the County for approval.

5.1 Cost of Service Analysis

NBS calculated the total estimated annual cost of Engineering Division services, segregated between those costs that are eligible and/or targeted for recovery in fees for service, versus those that require another funding source other than fees. Fee-recoverable costs are also expressed as a "fully burdened" hourly rate. Table 6 shows the summary of outcomes from this Cost of Service Analysis:

TABLE 6. FULLY BURDENED HOURLY RATE

Cost Element	Public Counter Duty / General Info	CIP / Other PW Services	Direct Plan Check and Permitting Services	Total
Labor	$ 31,805	$ 558,053	$ 145,766	$ 735,624
Recurring Non-Labor	3,725	65,367	17,074	86,167
Countywide Overhead	4,748	83,312	21,762	109,822
Department Admin	9,992	175,312	45,792	231,096
Division Total	**$ 50,270**	**$ 882,044**	**$ 230,394**	**$ 1,162,709**
Cost Recovery Targeted from Fees	80%	0%	100%	23%
Amount Targeted for Consideration in Billings/Fees	40,216	-	230,394	270,610
Amount Requiring Another Funding Source	10,054	882,044	-	892,098
Fully Burdened Hourly Rate				**$ 156**
			Reference: Direct Hours Only	**1,735**

As shown, the total cost of the Public Works Department per year is approximately $1.2 million.[5] Approximately 23% of the total costs ($271,000) are eligible and/or targeted for recovery in fees, while approximately $892,000 require another funding source. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **$156**.

For purposes of analysis, NBS interviewed Public Works Department staff and identified three primary services provided by the Department. The Cost of Service Analysis identified the estimated total annual cost of each service, and evaluated to what extent the cost of each service is eligible for recovery in the fully burdened hourly rate used to calculate each fee for service. To assist the reader in understanding the

[5] *For more discussion on each Cost Element shown in the table, consult section 2.2.1*

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underlying costs and assumptions used to calculate the fully burdened hourly rate, the following provides a description of each cost category and its resulting application toward the fully burdened hourly rate calculation:

- **Public Counter/General Info** – Public Works Staff responds to phone calls and general information requests that support the development review process. Costs associated with the provision of general public information and public counter services are not only a basic and expected function of governmental services to the public, but also an overall supportive and beneficial service to active and incoming applications and requests for development approval. As such, NBS recommends only partial recovery of these costs in fees for service, to the extent that the County estimates what degree of these services are in support of active or incoming project approval requests. Public Works staff estimated that approximately 80% of these costs support land use application review activities and are therefore targeted for recovery in fees for services, while the remaining require another funding source other than fees.

- **Capital Improvement Projects/Other Public Works Services** – Public Works staff spends a significant portion of time on Capital Improvement Projects and other services. None of these costs are recommended for recovery in the County's user and regulatory fees for service.

- **Direct Plan Check and Permitting Services** – Work activities associated with active plan check and permit applications. 100% of these costs are eligible for recovery in Public Works user and regulatory fees for service.

5.2 Fee Establishment

The following is a summary of overall changes made to the County's fee schedule for the Public Works Department:

- Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure, such as:
  - Administration and Hook-up Fees are better separated by region
  - Encroachment Fees are itemized more clearly
  - Zone of Benefit modified to with/without construction tiers
  - Special Events
  - Grading

- Addition of new fee categories, notated as "New" in the Current Fee / Deposit column of Appendix A.3:
  - Certificate of Compliance- Initial Fee
  - COC Review of Documents
  - LLA Review of Documents
  - Document Reproduction Costs for Improvement Standards, Roads lists, etc.
  - After Hours Call Out (minimum 3 hours)
  - Review of EDU Values

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Section 2.2, *Methods of Analysis*, provides additional discussion on the Study's approach to adding, deleting, and revising fee categories.

5.3 Cost Recovery Evaluation

Appendix A.3 presents the results of the detailed cost recovery analysis for the County's Public Works Department fees. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Name" list. The Cost of Service Per Activity for each fee item is compared to the County's current fee for each service, and the "Existing Cost Recovery %" shows whether each fee is under, over, or approximately equal to the cost of providing the service.[6]

The County's Public Works Department fees currently recover approximately 23% of the total cost of providing services. As shown in the following table, the County collects approximately $46,000 per year in revenues at current fee amounts. At full cost recovery, the same demand for these services would recover approximately $196,000.

TABLE 7. COST RECOVERY OUTCOMES

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
Public Works - Engineering Division	$ 45,915	$ 196,192	$ (150,276)	23%	$ 138,197	70%

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Public Works Department, considered appropriate cost recovery levels at or below that full cost. The "Recommended Fee / Deposit" column in Appendix A.3 displays County staff's initial recommended fee amounts. With County staff's recommended adjustments, all fees are projected to recover 70% of the costs of providing services.

[6] *For more discussion on Cost Recovery Evaluation, consult section 2.2.3 of the Report*

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6. PUBLIC WORKS – AIRPORT OPERATIONS

The Airport Operations Division is run by the Public Works Department. The Mariposa-Yosemite Airport provides public facilities for privately owned aircraft and commercial carriers including storage, parking, fuel, maintenance, repairs, and training. In Fiscal Year 2009-2010, the Board of Supervisors approved transferring the operation of the Airport to a Fixed Base Operator (FBO).

The fees charged by the Airport are for use or rental of the County's facility to store, tie-down, and land aircraft. NBS considers these types of fees as facility rates, and analysis of these fees requires a different approach than as seen for the other areas of study in this report. Like other departments and divisions in this Study, under the parameters of the California Constitution and Government Code 50402 (a)[7], fees for entrance to or use of the County's airport facility may also not exceed the cost of providing service. Unlike other areas of this Study, however, ability to analyze each Airport fee based on the average time required to provide each service is infeasible.

6.1 Cost of Service Analysis

The Cost of Service Analysis performed by NBS first established the total annual estimated cost of providing services for the Airport. As shown in the Table below, the cost of the Airport Operations Division is approximately $153,000 per year and budgeted revenue for is approximately $59,000.

TABLE 8. COST OF SERVICE ANALYSIS

Cost Element	Total Expenditures
Labor	$ 3,789
Recurring Non-Labor	98,760
Countywide Overhead	50,634
Division Total	**$ 153,183**
2019 Budgeted Revenue	
30-00 Interest	$ 200
32-03 Hangar Space	33,500
40-21 CAAP Funds	10,000
01-27 Gas Sales	2,800
11-00 Miscellaneous Revenue	12,000
2019 Budgeted Revenue	**$ 58,500**
Cost Recovery %	**38%**

[7] *A city, county, or city and county owning property or leasing property which is devoted to park, amusement, or recreational purposes may make a charge for use or services provided therein in the amount as may be provided by resolution by the governing body. No charge shall be imposed which exceeds the cost of the service provided*

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As shown, the County's Airport Operations Division currently recovers approximately **38%** of the total cost of providing services. If the County were to charge 100% full cost recovery for these services, an additional $95,000 in costs could be recovered.

6.2 Fee Establishment

There were two fees added to the County's fee schedule during the course of this Study, a Commercial Landing fee, and a Recreational Aircraft Landing fee.

The County has several options for using this Study's results to update individual fee amounts for the Airport. The County can update fees across the board by a percentage amount, make changes to individual fees, or consult the comparison survey (Appendix B.4) as a general benchmark for the municipal "market" for these types of fees, as long as the projected revenue at these increased fee amounts does not exceed estimated total costs of providing services.

6.3 Cost Recovery Evaluation

The County's Airport Operations Division fees currently recover approximately 38% of the total cost of providing services. As shown in the following table, the County collects approximately $59,000 per year in revenues at current fee amounts. The estimated annual cost of administering the Division is approximately $153,000.

TABLE 9. COST RECOVERY OUTCOMES

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
Public Works - Airport Operations Division	$ 58,500	$ 153,183	$ (94,683)	38%	$ 95,892	63%

One item to consider is the agreement between the County and the FBO. Per the contracted agreement, the FBO shall retain 50% of the fee revenue and the County shall receive the remaining 50% of the revenue. The Estimated Annual Current Fee Revenue shown above excludes the amount retained by the FBO (approximately $33,500 per Table 8, above) ; however, the amount of revenue shown as generated by the County's fees in Appendix A.4 shows the gross amount of revenue before the FBO retains 50%. Thus, as the fee amounts increase, the FBO will also be collecting increased revenue as well.

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Public Works Department, considered appropriate cost recovery levels at or below that full cost. The "Recommended Fee / Deposit" column in Appendix A.4 displays County staff's initial recommended fee amounts. With County staff's recommended adjustments, all fees are projected to recover 63% of the costs of providing services.

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7. ENVIRONMENTAL HEALTH DIVISION

The County of Mariposa's Environmental Health Programs help to protect the health, safety, and well-being of the public, and preserve the quality of the environment. The specialists inspect, oversee, and monitor regulated programs and facilities to ensure mandated compliance in Air Pollution, Hazardous Materials, Hazardous Waste, Above/Underground Storage Tanks, Solid Waste Disposal, Septic Systems, Water Well Systems, Pool Safety Inspection and Food Safety at various facilities.

7.1 Cost of Service Analysis

NBS calculated the total estimated annual cost of Environmental Health Division services, segregated between those costs that are eligible and/or targeted for recovery in fees for service, versus those that require another funding source other than fees. Fee-recoverable costs are also expressed as a "fully burdened" hourly rate. Table 6 shows the summary of outcomes from this Cost of Service Analysis:

TABLE 6. FULLY BURDENED HOURLY RATE

Cost Element	Health and Human Services Agency Department Admin	Public Counter / General Info	Requests For Investigation	Air Pollution Program	EH Non-Fee Related Programs	EH Division Direct Services	Total
Labor	$ 7,203	$ 44,698	$ 32,165	$ 41,934	$ 138,701	$ 207,102	$ 471,803
Recurring Non-Labor	949	5,888	4,237	5,524	18,271	27,281	62,150
Countywide Overhead	912	5,657	4,071	5,307	17,553	26,210	59,709
EH Division Admin	4,962	30,795	22,161	28,891	142,687	142,687	372,184
Division Total	**$ 14,026**	**$ 87,037**	**$ 62,634**	**$ 81,656**	**$ 317,212**	**$ 403,280**	**$ 965,846**
Cost Recovery Targeted from Fees	0%	80%	0%	0%	0%	100%	49%
Amount Targeted for Consideration in Billings/Fees	-	69,630	-	-	-	403,280	472,910
Amount Requiring Another Funding Source	14,026	17,407	62,634	81,656	317,212	-	478,910
Fully Burdened Hourly Rate							**$ 168**
						Reference: Direct Hours Only	**2,817**

As shown, the total cost of the Environmental Health Division services per year is approximately $966,000.[8] Approximately 49% of the total costs ($473,000) are eligible and/or targeted for recovery in fees, while approximately $479,000 require another funding source. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **$168**.

For purposes of analysis, NBS interviewed Environmental Health Division staff and identified six primary services provided by the Department. The Cost of Service Analysis identified the estimated total annual cost of each service, and evaluated to what extent the cost of each service is eligible for recovery in the fully burdened hourly rate used to calculate each fee for service. To assist the reader in understanding the underlying costs and assumptions used to calculate the fully burdened hourly rate, the following provides a description of each cost category and its resulting application toward the fully burdened hourly rate calculation:

[8] *For more discussion on each Cost Element shown in the table, consult section 2.2.1*

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- **Health and Human Services Agency Department Administration** – Work activities associated with the Health and Human Services Agency Department as a whole separate from the Environmental Health Division. None of these costs are recommended for recovery in the County's user and regulatory fees for service.

- **Public Counter/General Info** – Environmental Health Division Staff responds to phone calls and general information requests that support the inspection and monitoring process. Costs associated with the provision of general public information and public counter services are not only a basic and expected function of governmental services to the public, but also an overall supportive and beneficial service to active inspections and monitoring. As such, NBS recommends only partial recovery of these costs in fees for service, to the extent that the County estimates what degree of these services are in support of active or incoming project approval requests. Environmental Health Division staff estimated that approximately 80% of these costs support land use application review activities and are therefore targeted for recovery in fees for services, while the remaining 20% require another funding source other than fees.

- **Requests for Investigation** – Work activities in response to a complaint received by the Environmental Health Division. Includes complaint investigation, follow up, and any enforcement actions. None of these costs are recommended for recovery in the County's user and regulatory fees for service. Typically, the County would encourage compliance through inspection and case management, and charge fines or penalties when efforts to gain compliance become excessive.

- **Air Pollution Program** – Work activities associated with educating the community about health issues regarding air pollution, inspection and regulation of facilities, and review of plans to construct or install equipment that could emit air pollution. None of these costs are recommended for recovery in the County's user and regulatory fees for service.

- **Environmental Health Non-Fee Related Programs** – Work activities associated with programs that are not fee based, such as emergency response. None of these costs are recommended for recovery in the County's user and regulatory fees for service.

- **Environmental Health Division Direct Services** – Work activities associated with inspection and regulation of facilities in order to protect the health, safety and well-being of the public, and preserve the quality of the environment. 100% of these costs are eligible for recovery in Environmental Health's user and regulatory fees for service.

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7.2 Fee Establishment

The following is a summary of overall changes made to the County's fee schedule for the Environmental Health Division:

- Deletion of the Bi-Annual Food Permit – Veteran Exempt fee, as this fee is no longer used or needed.

- Addition of new fee categories, notated as "New" in the Current Fee / Deposit column of Appendix A.5:
  - Building Permit Reviews for Setbacks
  - Land Division - Major
  - Land Division – Minor
  - Lot Line Adjustment
  - Variance
  - Use Permit
  - Bed & Breakfast Start-Up
  - Vacation Rental
  - Zoning Change
  - Certificate of Compliance
  - Miscellaneous Other Planning Review
  - Catering On-Site Prep
  - Catering Off-Site Prep
  - Community Kitchen
  - Charitable Feeding No Food Prep – Registration Only
  - Charitable Feeding With Food Prep
  - 1 Day Special Event for Profit
  - 1 Day Special Event for Non-Profit
  - Event Coordinator
  - Food Facility Construction / Opening Inspection
  - Change of Ownership All Categories
  - Swimming / Spa Remodel Permit
  - Repairs / Modification Minor
  - Repairs / Modification Major
  - Underground Storage Tanks Temporary Closure
  - Underground Storage Tanks / Above Ground Tanks Repair Minor
  - Underground Storage Tanks / Above Ground Tanks Repair Major
  - Solid Waste Permit and Inspection
  - Solid Waste - State Permit Review
  - Miscellaneous Lab Test Processing Fee
  - Change of Ownership All Categories Except Foods

Section 2.2, *Methods of Analysis*, provides additional discussion on the Study's approach to adding, deleting, and revising fee categories.

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7.3 Cost Recovery Evaluation

Appendix A.5 presents the results of the detailed cost recovery analysis for the County's Environmental Health Division fees. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Name" list. The Cost of Service Per Activity for each fee item is compared to the County's current fee for each service, and the "Existing Cost Recovery %" shows whether each fee is under, over, or approximately equal to the cost of providing the service.[9]

The County's Environmental Health Division fees currently recover approximately 36% of the total cost of providing services. As shown in the following table, the County collects approximately $160,000 per year in revenues at current fee amounts. At full cost recovery, the same demand for these services would recover approximately $445,000.

TABLE 7. COST RECOVERY OUTCOMES

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
Environmental Health	$ 159,980	$ 444,696	$ (284,716)	36%	$ 254,497	57%

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Public Works Department, considered appropriate cost recovery levels at or below that full cost. The "Recommended Fee / Deposit" column in Appendix A.5 displays County staff's initial recommended fee amounts. With County staff's recommended adjustments, all fees are projected to recover 57% of the costs of providing services.

[9] *For more discussion on Cost Recovery Evaluation, consult section 2.2.3 of the Report*

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8. GENERAL PLAN MAINTENANCE SURCHARGE

The Planning Department is responsible for updating the County's General Plan on a routine basis. This Plan helps to guide the growth of the community in a consistent manner. Government Code 66014 (b) allows local agencies to, "…include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations". This section of the Government Code supports inclusion of general plan maintenance and update costs in fees for service.

8.1 Cost of Service Analysis

The Department estimated $841,000 in consultant costs required for comprehensive cyclical updates (every 10 years), or approximately $84,100 per year amortized over the life of the General Plan. In addition, Planning staff provide approximately $666,000 per year in ongoing long range planning support as well as GIS support needed to maintain and implement the General Plan.[10] For purposes of analysis, NBS and County staff decided to target recovery of the consultant costs only in the surcharge calculation.

8.2 Fee Establishment

The County's General Plan contains key plans, policies, and legal parameters required for development project approval. However, it is recognized that the General Plan has other applications for the County's use in continuing to serve its existing residents and businesses. The Department and Board of Supervisors should agree upon a desired annual cost recovery target for this fee program, either 100% or a lesser amount. In addition, the Surcharge should apply only to development projects that have a significant impact on the update of the General Plan, or that are most subject to review and approval pertaining to the policies and requirements therein.

The proposed Surcharge is typically a percentage charged on top of the fee collected by the Planning and Building departments for each identified relevant fee type. Relevant fee types include all Planning applications and permits, as well as Building Department plan reviews and permits for new construction and additions to existing square footage. The estimated projected recommended fee revenue for relevant fee types subject to this Surcharge is approximately $329,000. The following table provides options for surcharge amounts based on varied cost recovery targets, with a basis of $329,000 in annual fee revenue:

TABLE 13. SURCHARGE OPTIONS

Cost Recovery Target	Annual Cost @ Target	Annual Recommended Fee Revenue	% of Recommended Fee Revenue
100%	$ 84,109	$ 328,524	25.6%
75%	$ 63,082		19.2%
50%	$ 42,054		12.8%
25%	$ 21,027		6.4%

[10] *See Section 3, Planning Department*

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To recover 100% of the eligible costs of updating and maintaining the County's General Plan, a 25.6% surcharge fee would be added to each Planning and Building project that is subject to review against General Plan policies. Should the County recommend a cost recovery level less than 100%, the table above also provides the surcharge amount at varied recovery levels.

Revenue collected from this surcharge should be accrued in a separate fund or account and designated for the comprehensive update of the County's General Plan.

8.3 Cost Recovery Evaluation

The County does not currently have a General Plan surcharge and thus does not recover any of the cost of providing these services. As shown in the following table, at full cost recovery, a surcharge for these services would recover approximately $84,100.

TABLE 14. COST RECOVERY OUTCOMES

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %	Estimated Annual Recommended Fee Revenue	Recommended Cost Recovery %
General Plan Maintenance Surcharge	n/a	$ 84,109	$ (84,109)	n/a	$ 84,109	100%

Upon reviewing this information and options for establishing this surcharge, County staff recommends a 100% annual cost recovery target, with a corresponding fee of 25.6% applicable to projects impacted or subject to policies in the General Plan.

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9. CONCLUSION

Based on the Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation outcomes presented in this Study, the proposed Master Schedule of Fees has been formatted for implementation and included in the Department's accompanying Staff Report.

As discussed throughout this report, the proposed fee schedule intends to improve the County's recovery of costs incurred to provide individual services, as well as to adjust fees downward where fees charged exceed the average costs incurred. Predicting the amount to which any adopted fee increases will affect County revenues is difficult to quantify. For the near-term, the County should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the County, proposed fee amendments should enhance the County's cost recovery performance, over time, providing it the ability to stretch other resources further for the benefit of the public at large.

The County's Master Fee Schedule should become a living document but handled with care:

- A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the County. Once adopted by the Board of Supervisors, the fee schedule is the final word on the amount and manner in which fees should be charged. Old fee schedules should be superseded by the new master document. If the master document is found to be missing fees, those fees need eventually to be added to the master schedule and should not continue to exist outside the consolidated, master framework.
- The County should consider adjusting these user fees and regulatory fees on an annual basis to keep pace at least with cost inflation. For all fees and charges, the County could use either a Consumer Price Index adjustment or a percentage of Labor Cost increase, and that practice would be well applied to the new fee schedule. Conducting a comprehensive user fee Study is not an annual requirement; it becomes worthwhile only over time as significant shifts in organization, local practices, legislative values, or legal requirements change.

As a final note in this Study, it is worth acknowledging the path that fees in general have taken in California. The public demands ever more precise and equitable accounting of the basis for governmental fees and a greater say in when and how they are charged. It is inevitable in the not too distant future, that user fees and regulatory fees will demand an even greater level of analysis and supporting data to meet the public's evolving expectations. Technology systems will play an increased and significant role in an agency's ability to accomplish this. Continuous improvement and refinement of time tracking abilities will greatly enhance the County's ability to set fees for service and identify unfunded activities in years to come.

Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including the County's budgets, time estimate data, and workload information from County staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

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APPENDIX A.1

Cost of Service Analysis – Planning Department

County of Mariposa
Planning Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.1

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Appeals													
1	Appeal to BOS (de novo)	flat		40.00	**$ 7,407**	$ 970	13%	$ 1,148	15%	1	$ 970	$ 7,407	$ 1,148
2	Appeal to BOS (subsequent)	flat		10.00	**$ 1,852**	$ 140	8%	$ 463	25%	-	$ -	$ -	$ -
3	Appeal to Planning Commission (de novo)	flat		40.00	**$ 7,407**	$ 970	13%	$ 1,148	15%	-	$ -	$ -	$ -
4	~~Appeal to Planning Commission (subsequent)~~	~~flat~~		~~40.00~~	~~**$ 7,407**~~	~~$ 140~~	~~2%~~	~~$ 166~~	~~2%~~		~~$~~	~~$~~	~~$~~
Building Plan Review													
1	Commercial/ Industrial/ Multi Family Building Permit w/ Site Plan/Conditions	flat		3.00	**$ 556**	$ 70	13%	$ 250	45%	78	$ 5,460	$ 43,331	$ 19,500
2	Minor Residential Building Permit without Site Plan	flat		0.50	**$ 93**	$ 40	43%	$ 93	100%	578	$ 23,120	$ 53,515	$ 53,515
3	New/Expanded Dwellings, Septic, Well, Garage, Grading with Site Plan	flat		1.00	**$ 185**	$ 40	22%	$ 185	100%	265	$ 10,600	$ 49,071	$ 49,071
Design Review													
1	Major Historic /Town Area Design Review	deposit		24.50	**$ 4,537**	$ 1,330	29%	$ 1,573	35%	-	$ -	$ -	$ -
2	Minor Design Review	flat		4.75	**$ 880**	$ 220	25%	$ 260	30%	29	$ 6,380	$ 25,508	$ 7,548
3	Minor Design Review- Signs, Mechanical Equipment, Re-roof	flat		1.25	**$ 231**	$ 220	95%	$ 100	43%	-	$ -	$ -	$ -
4	Major Design Review	flat		24.50	**$ 4,537**	$ 220	5%	$ 1,500	33%	-	$ -	$ -	$ -
Environmental Review													
1	Categorical Exemption, Notice of Determination/ Exemption	flat	[2]	1.25	**$ 231**	$ 230	99%	$ 231	100%	12	$ 2,760	$ 2,778	$ 2,778
new	Initial Study/ Negative Declaration/ Mitigated Negative Declaration	deposit	[2]	17.00	**$ 3,148**	new	%	$ 1,500	48%	-	$ -	$ -	$ -
new	EIR												
	County Facilitation	deposit	[3]	0.00	**$ -**	new	%	$ 5,000	%	-	$ -	$ -	$ -
	Consultant Cost	deposit	[3]	n/a	**$ -**	new	%	Actual Cost	%	-	$ -	$ -	$ -
General Plan/ Area Plan													
1	Area Plan Amendment, Map	deposit		50.00	**$ 9,259**	$ 2,660	29%	$ 3,147	34%	-	$ -	$ -	$ -
2	Area Plan Amendment, Text	deposit		55.50	**$ 10,277**	$ 3,010	29%	$ 3,561	35%	-	$ -	$ -	$ -
3	General Plan Amendment, Map	deposit		56.00	**$ 10,370**	$ 3,010	29%	$ 3,561	34%	-	$ -	$ -	$ -
4	General Plan Amendment, Text	deposit		68.50	**$ 12,684**	$ 3,770	30%	$ 4,460	35%	-	$ -	$ -	$ -
5	Specific Plan- Private Development Proposal	deposit		68.50	**$ 12,684**	$ 3,770	30%	$ 4,460	35%	-	$ -	$ -	$ -
Inspection Fees													
new	Site Inspections	deposit		2.00	**$ 370**	new	%	$ 370	100%	-	$ -	$ -	$ -
new	Code Enforcement Inspection	deposit		2.00	**$ 370**	new	%	$ 370	100%	-	$ -	$ -	$ -
new	Re-inspection Fee	deposit		1.00	**$ 185**	new	%	$ 185	100%	-	$ -	$ -	$ -

County of Mariposa
Planning Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.1

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Land Conservation Act (Williamson Act)													
1	Williamson Act (Land Conservation Act) Formation/Amendments	deposit		30.50	**$ 5,648**	$ 1,500	27%	$ 1,775	31%	-	$ -	$ -	$ -
2	Williamson Act (Land Conservation Act) Cancellation	deposit		25.50	**$ 4,722**	$ 870	18%	$ 1,029	22%	-	$ -	$ -	$ -
3	Williamson Act (Land Conservation Act) Non-Renewal	deposit		11.50	**$ 2,130**	$ 580	27%	$ 686	32%	1	$ 580	$ 2,130	$ 686
Mining													
1	Surface Mining Permit- Annual Inspection Report	deposit		5.00	**$ 926**	$ 290	31%	$ 343	37%	4	$ 1,160	$ 3,703	$ 1,372
2	Surface Mining Permit/Reclamation Plan/Revision	deposit		85.50	**$ 15,832**	$ 4,640	29%	$ 5,489	35%	-	$ -	$ -	$ -
Misc. Costs/Special Services													
1	Fee per Vehicle Mile (site inspections) - 1 mile minimum charge	flat, per mile				Federal Rate for the year in which expense is incurred		Federal Rate for the year in which expense is incurred		119	$ 2,075	$ -	$ -
2	Pre Application Review and Report Preparation	flat		8.00	**$ 1,481**	$ 400	27%	$ 473	32%	4	$ 1,600	$ 5,926	$ 1,893
3	Site Plan Review	flat		5.00	**$ 926**	$ 230	25%	$ 272	29%	-	$ -	$ -	$ -
4	Similar Use/Zoning Use Permit Determination	flat		11.50	**$ 2,130**	$ 270	13%	$ 319	15%	-	$ -	$ -	$ -
5	General/ Area Plan, Zoning Consistency Determination	flat		10.50	**$ 1,944**	$ 270	14%	$ 319	16%	-	$ -	$ -	$ -
6	Liquor License- Alcohol Beverage Control (ABC) Approval	flat		3.75	**$ 694**	$ 110	16%	$ 130	19%	-	$ -	$ -	$ -
	With Board Approval	flat		6.00	**$ 1,111**	new	%	$ 1,111	100%	-	$ -	$ -	$ -
7	Home Based Occupation (Town Planning Areas, Fish Camp)	flat		2.00	**$ 370**	$ 40	11%	$ 47	13%	-	$ -	$ -	$ -
8	Final Map Check (Major Subdivision)	flat		4.00	**$ 741**	$ 250	34%	$ 296	40%	-	$ -	$ -	$ -
9	Parcel Map Check (Minor Subdivision)	flat		4.00	**$ 741**	$ 250	34%	$ 296	40%	-	$ -	$ -	$ -
10	Burn Down Letter	flat		2.00	**$ 370**	$ 29	8%	$ 34	9%	-	$ -	$ -	$ -
11	Re-Inspection/ Investigation Report	deposit		2.00	**$ 370**	$ 50	14%	$ 59	16%	-	$ -	$ -	$ -
12	Special Research Requests and Other Services	deposit		5.00	**$ 926**	$ 29	3%	$ 34	4%	-	$ -	$ -	$ -
13	Grandfathered Rights Determination	deposit		10.00	**$ 1,852**	$ 520	28%	$ 615	33%	-	$ -	$ -	$ -
new	IGR Cal Trans Preliminary Site Plan Review	deposit		2.50	**$ 463**	new	%	$ 463	100%	-	$ -	$ -	$ -
new	Zoning / Land Use Verification letter	flat		2.50	**$ 463**	new	%	$ 463	100%	-	$ -	$ -	$ -
new	Returned Check Charge	flat				new		County Rate					
new	Public Works Map / Project Review (2 hour minimum)	hourly		1.00	**$ 185**	new	%	$ 185	100%	-	$ -	$ -	$ -

County of Mariposa
Planning Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.1

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Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Project Permitting													
1	Administrative Use Permit (AUP)	deposit		11.50	**$ 2,130**	$ 520	24%	$ 615	29%	1	$ 520	$ 2,130	$ 615
2	Bed & Breakfast/Vacation Rental New (More than 25 miles from office)	flat		7.00	**$ 1,296**	$ 500	39%	$ 1,296	100%	3	$ 1,500	$ 3,889	$ 3,889
3	Bed & Breakfast/Vacation Rental New (Less than 25 miles from office)	flat		5.00	**$ 926**	$ 380	41%	$ 926	100%	14	$ 5,320	$ 12,962	$ 12,962
4	Bed & Breakfast/Vacation Rental New (Fish Camp)	flat		9.00	**$ 1,667**	$ 260	16%	$ 1,667	100%	77	$ 20,020	$ 128,326	$ 128,326
5	Amended Bed & Breakfast/Vacation Rental/ Hotel/ Motel (no inspection)	flat		1.00	**$ 185**	$ 58	31%	$ 185	100%	3	$ 174	$ 556	$ 556
6	Commercial/Industrial/Manufacturing (CIM) Plan/Amendment	deposit		67.50	**$ 12,499**	$ 3,590	29%	$ 4,247	34%	1	$ 3,590	$ 12,499	$ 4,247
7	Conditional Use Permit (CUP)	deposit		39.50	**$ 7,314**	$ 2,140	29%	$ 2,532	35%	2	$ 4,280	$ 14,629	$ 5,063
	Amendment	deposit		38.50	**$ 7,129**	$ 2,140	30%	$ 2,532	36%	1	$ 2,140	$ 7,129	$ 2,532
8	Development Agreement	deposit		25.50	**$ 4,722**	$ 810	17%	$ 958	20%	-	$ -	$ -	$ -
9	Road Naming/ Road Renaming (not concurrent with tentative map)	deposit		6.00	**$ 1,111**	$ 270	24%	$ 319	29%	-	$ -	$ -	$ -
10	Planned Development (PD)/ Planned Residential Development (PRD)	deposit		31.50	**$ 5,833**	$ 1,680	29%	$ 1,987	34%	-	$ -	$ -	$ -
	Amendment	deposit		30.50	**$ 5,648**	$ 1,680	30%	$ 1,987	35%	-	$ -	$ -	$ -
new	Use Permit Determinations	deposit		17.50	**$ 3,241**	new	%	$ 3,241	100%	-	$ -	$ -	$ -
new	Condition and/or Mitigation Compliance Review	deposit		5.00	**$ 926**	new	%	$ 926	100%	-	$ -	$ -	$ -
new	Vacation Rentals Re-inspections	flat		1.00	**$ 185**	new	%	$ 185	100%	-	$ -	$ -	$ -
Public Hearing / Public Notice													
1	Affected Property Owners (APO) Notifications												
	Per Request	flat		0.50	**$ 93**	$ 5.00	5%	$ 93	100%	8	$ 40	$ 741	$ 741
	Per Name	flat		0.50	**$ 93**	$ 0.50	1%	$ 93	100%	-	$ -	$ -	$ -
2	Public Notice												
	Newspaper	actual costs				Actual Costs		Actual Costs					
	Posted	flat		1.00	**$ 185**	Actual Costs	%	$ 185	100%	-	$ -	$ -	$ -
3	~~Public Hearing, Planning Commission~~	~~flat~~		~~0.00~~	~~$ -~~	~~$ 200~~	~~%~~	~~$ -~~	~~%~~	~~3~~	~~$ 600~~	~~$ -~~	~~$ -~~
4	~~Public Hearing, Board of Supervisors~~	~~flat~~		~~0.00~~	~~$ -~~	~~$ 240~~	~~%~~	~~$ -~~	~~%~~	~~4~~	~~$ 960~~	~~$ -~~	~~$ -~~
5	~~Public Hearing, Planning Commission~~	~~flat~~		~~0.00~~	~~$ -~~	~~$ 200~~	~~%~~	~~$ -~~	~~%~~		~~$ -~~	~~$ -~~	~~$ -~~
6	~~Public Notice- Planning Directors Determination~~	~~flat~~		~~1.00~~	~~$ 185~~	~~$ 70~~	~~38%~~	~~$ 185~~	~~100%~~	~~20~~	~~$ 1,400~~	~~$ 3,703~~	~~$ 3,703~~

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County of Mariposa
Planning Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

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Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Subdivision & Parcel Configuration													
1	Cert of Compliance (Land Conservation Act Parcels)	deposit		17.00	**$ 3,148**	$ 1,390	44%	$ 1,644	52%	-	$ -	$ -	$ -
2	Cert of Compliance (Conditional)	deposit		19.50	**$ 3,611**	$ 980	27%	$ 1,159	32%	-	$ -	$ -	$ -
3	Cert of Compliance (Non- LCA Parcels)	flat		6.50	**$ 1,204**	$ 270	22%	$ 1,204	100%	5	$ 1,350	$ 6,018	$ 6,018
4	Cert of Development	flat		6.00	**$ 1,111**	$ 300	27%	$ 1,111	100%	2	$ 600	$ 2,222	$ 2,222
5	Lot Line Adjustment (non- LCA Parcels)	flat		11.50	**$ 2,130**	$ 600	28%	$ 710	33%	6	$ 3,600	$ 12,777	$ 4,259
6	Lot Line Adjustment (Land Conservation Act Parcels)	deposit		16.50	**$ 3,055**	$ 810	27%	$ 958	31%	-	$ -	$ -	$ -
7	Parcel Merger	flat		6.50	**$ 1,204**	$ 210	17%	$ 248	21%	3	$ 630	$ 3,611	$ 745
8	Subdivision Improvement Agreement	flat		6.00	**$ 1,111**	$ 230	21%	$ 272	24%	-	$ -	$ -	$ -
9	Tentative Subdivision Map for 5+ parcels (Major Subdivision or Amendment for Major Subdivision)	deposit		49.50	**$ 9,166**	$ 2,720	30%	$ 3,218	35%	-	$ -	$ -	$ -
	Amendment	deposit		21.50	**$ 3,981**	$ 2,720	68%	$ 3,218	81%	-	$ -	$ -	$ -
10	Tentative Land Division (LDA) inside Mariposa Town Planning Area (Minor Subdivision 4 lots + remainder or less)	deposit		27.50	**$ 5,092**	$ 1,450	28%	$ 1,715	34%	-	$ -	$ -	$ -
	Amendment	deposit		16.50	**$ 3,055**	$ 1,450	47%	$ 1,715	56%	-	$ -	$ -	$ -
11	Tentative Land Division (LDA) outside Mariposa Town Planning Area (Minor Subdivision 4 lots + remainder or less)	deposit		34.50	**$ 6,389**	$ 1,850	29%	$ 2,189	34%	-	$ -	$ -	$ -
	Amendment	deposit		16.50	**$ 3,055**	$ 1,850	61%	$ 2,189	72%	-	$ -	$ -	$ -
12	Time Extension (Subdivision, LDA and CUP)	flat		4.50	**$ 833**	$ 180	22%	$ 213	26%	4	$ 720	$ 3,333	$ 852

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Planning Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.1

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Zoning													
1	Timber Preserve Zone (TPZ)/ Timber Exclusive Zone (TEZ)	deposit		25.50	**$ 4,722**	$ 1,330	28%	$ 1,573	33%	-	$ -	$ -	$ -
2	Timber Preserve Zone (TPZ) Withdrawal	deposit		36.50	**$ 6,759**	$ 1,790	26%	$ 2,118	31%	-	$ -	$ -	$ -
3	Variance	deposit		17.50	**$ 3,241**	$ 1,680	52%	$ 1,987	61%	-	$ -	$ -	$ -
4	Zoning Amendment, Map	deposit		38.00	**$ 7,037**	$ 1,850	26%	$ 2,189	31%	1	$ 1,850	$ 7,037	$ 2,189
5	Zoning Amendment, Text	deposit		51.50	**$ 9,536**	$ 2,660	28%	$ 3,147	33%	-	$ -	$ -	$ -
new	Minor Variance	flat		11.50	**$ 2,130**	new	%	$ 2,130	100%	-	$ -	$ -	$ -
	GP Maintenance Fee Placeholder												
Fees for development entitlements or services not listed will be determined on a case-by-case basis by the Planning Director. It will be based on the fully burdened hourly rate and the time of service provided.													
TOTAL											103,999	414,930	316,429

[Notes]

[1] Set per City policy / NBS did not evaluate.

[2] Include statement, fee applies if not processed with discretionary application

[3] Per County policy $5,000 minimum deposit required plus actual costs of consultant.

APPENDIX A.2

Cost of Service Analysis – Building Department

County of Mariposa
Building Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.2

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Building Permit Issuance Fees													
1	Permit Issuance - Commercial - Includes all non-structural permits	each		1.50	**$ 145**	$ 77.00	53%	$ 145	100%	40	$ 3,080	$ 5,809	$ 5,809
2	Permit Issuance - Commercial - Includes all structural permits	each		2.50	**$ 242**	$ 77.00	32%	$ 242	100%	28	$ 2,156	$ 6,777	$ 6,777
3	Permit Issuance - Residential - Includes all non-structural permits	each		1.50	**$ 145**	$ 32.25	22%	$ 145	100%	474	$ 15,287	$ 68,832	$ 68,832
4	Permit Issuance - Residential - Includes all structural permits	each		2.50	**$ 242**	$ 72.75	30%	$ 242	100%	108	$ 7,857	$ 26,139	$ 26,139
Building Permit Fees													
	$ 500	base fee up to $500		3.00	**$ 290**	$ 26.91	9%	$ 290	100%	-	$ -	$ -	$ -
	$ 501	base fee at $501		3.00	**$ 290**	$ 26.91	9%	$ 290	100%	-	$ -	$ -	$ -
		each add'l $100		0.1167	**$ 11.29**	$ 3.50	n/a	$ 11.29	100%	-	$ -	$ -	$ -
	$ 2,001	base fee at $2,001		4.75	**$ 460**	$ 79.44	17%	$ 460	100%	11	$ 874	$ 5,058	$ 5,058
		each add'l $1,000		0.2065	**$ 19.99**	$ 16.07	n/a	$ 19.99	100%	163	$ 2,626	$ 3,267	$ 3,267
	$ 25,001	base fee at $25,001		9.50	**$ 920**	$ 449.16	49%	$ 920	100%	10	$ 4,492	$ 9,197	$ 9,197
		each add'l $1,000		0.0000	$ -	$ 11.59	n/a	$ -	%	38	$ 440	$ -	$ -
	$ 50,001	base fee at $50,001		9.50	**$ 920**	$ 738.39	80%	$ 920	100%	25	$ 18,460	$ 22,992	$ 22,992
		each add'l $1,000		0.0450	**$ 4.36**	$ 8.04	n/a	$ 4.36	100%	494	$ 3,973	$ 2,153	$ 2,153
	$ 100,001	base fee at $100,001		11.75	**$ 1,138**	$ 1,140.83	100%	$ 1,138	100%	37	$ 42,211	$ 42,088	$ 42,088
		each add'l $1,000		0.0075	**$ 0.73**	$ 6.43	n/a	$ 0.73	100%	6,785	$ 43,626	$ 4,926	$ 4,926
	$ 500,001	base fee at $500,001		14.75	**$ 1,428**	$ 3,712.35	260%	$ 1,428	100%	7	$ 25,986	$ 9,996	$ 9,996
		each add'l $1,000		0.0130	**$ 1.26**	$ 5.45	n/a	$ 1.26	100%	666	$ 3,628	$ 838	$ 838
	$ 1,000,001	base fee at $1,000,001		21.25	**$ 2,057**	$ 6,438.85	313%	$ 2,057	100%	-	$ -	$ -	$ -
		each add'l $1,000		0.0212	**$ 2.06**	$ 3.61	n/a	$ 2.06	100%	-	$ -	$ -	$ -

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County of Mariposa
Building Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.2

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Building Plan Check Fees													
	$ 500	base fee up to $500		0.75	**$ 73**	$ 17.49	24%	$ 73	100%	-	$ -	$ -	$ -
	$ 501	base fee at $501		1.25	**$ 121**	$ 17.49	14%	$ 121	100%	-	$ -	$ -	$ -
		each add'l $100		0.0333	**$ 3.23**	$ 2.28	n/a	$ 3.23	100%	-	$ -	$ -	$ -
	$ 2,001	base fee at $2,001		1.75	**$ 169**	$ 51.64	30%	$ 169	100%	11	$ 568	$ 1,864	$ 1,864
		each add'l $1,000		0.0326	**$ 3.16**	$ 10.45	n/a	$ 3.16	100%	163	$ 1,707	$ 516	$ 516
	$ 25,001	base fee at $25,001		2.50	**$ 242**	$ 291.95	121%	$ 242	100%	10	$ 2,920	$ 2,420	$ 2,420
		each add'l $1,000		0.0600	**$ 5.81**	$ 7.53	n/a	$ 5.81	100%	38	$ 286	$ 221	$ 221
	$ 50,001	base fee at $50,001		4.00	**$ 387**	$ 479.95	124%	$ 387	100%	25	$ 11,999	$ 9,681	$ 9,681
		each add'l $1,000		0.0400	**$ 3.87**	$ 5.23	n/a	$ 3.87	100%	494	$ 2,582	$ 1,913	$ 1,913
	$ 100,001	base fee at $100,001		6.00	**$ 581**	$ 741.54	128%	$ 581	100%	37	$ 27,437	$ 21,492	$ 21,492
		each add'l $1,000		0.0138	**$ 1.33**	$ 4.18	n/a	$ 1.33	100%	6,785	$ 28,357	$ 9,031	$ 9,031
	$ 500,001	base fee at $500,001		11.50	**$ 1,113**	$ 2,413.03	217%	$ 1,113	100%	7	$ 16,891	$ 7,793	$ 7,793
		each add'l $1,000		0.0200	**$ 1.94**	$ 3.54	n/a	$ 1.94	100%	666	$ 2,358	$ 1,289	$ 1,289
	$ 1,000,001	base fee at $1,000,001		21.50	**$ 2,081**	$ 4,185.25	201%	$ 2,081	100%	-	$ -	$ -	$ -
		each add'l $1,000		0.0215	**$ 2.08**	$ 2.35	n/a	$ 2.08	100%	-	$ -	$ -	$ -

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County of Mariposa
Building Department - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.2

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Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Miscellaneous Building Fees													
1	Covered decks - Min. charge = 3 inspections & Plan Check *(sf rate will be used for valuation if project is combined with new construction/larger building permit)*	flat		3.75	**$ 363**	$ 183.00	50%	$ 363	100%	10	$ 2,074	$ 3,630	$ 3,630
2	Uncovered decks - Min. charge = 2 inspections & Plan Check *(sf rate will be used for valuation if project is combined with new construction/larger building permit)*	flat		3.25	**$ 315**	$ 122.00	39%	$ 315	100%	8	$ 1,220	$ 2,517	$ 2,517
3	Foundation Only (foundation under existing M/H)*(sf rate will be used for valuation if project is combined with new construction/larger building permit)*	flat		3.25	**$ 315**	$ 4.00	1%	$ 315	100%	12	$ 1,598	$ 3,776	$ 3,776
new	Appeal of Building Official's Decision to Appeal Board	deposit		8.00	**$ 774**	new	%	$ 774	100%	-	$ -	$ -	$ -
new	Appeal to BOS (de novo)	flat		40.00	**$ 3,872**	new	%	$ 1,148	30%	-	$ -	$ -	$ -
new	Appeal to BOS (subsequent)	flat		10.00	**$ 968**	new	%	$ 463	48%	-	$ -	$ -	$ -
new	Request for Research	flat		0.06	**$ 6**	new	%	$ 6	100%	-	$ -	$ -	$ -
new	Vacation Rental Inspection	per inspection		2.00	**$ 194**	new	%	$ 194	100%	-	$ -	$ -	$ -
new	Vacation Rental Re-Inspection	per inspection		2.00	**$ 194**	new	%	$ 194	100%	-	$ -	$ -	$ -
new	Vacation Inspection Research	per research request		1.00	**$ 97**	new	%	$ 97	100%	-	$ -	$ -	$ -
9	Additional per hour plan check fee. Reasons for this fee may include changes to approved drawings, or drawings re-submitted with new corrections	per hour		1.50	**$ 145**	$ 61.00	42%	$ 145	100%	16	$ 976	$ 2,323	$ 2,323
10	Awning	each		3.75	**$ 363**	$ 51.75	14%	$ 363	100%	-	$ -	$ -	$ -
11	Building Demolition (two inspections maximum)	each		2.75	**$ 266**	$ 122.00	46%	$ 266	100%	16	$ 1,952	$ 4,260	$ 4,260
12	California Title 24 energy requirements	each		2.50	**$ 242**	$ 51.75	21%	$ 242	100%	74	$ 3,830	$ 17,910	$ 17,910
13	Consultation/ Life Safety Inspection - 2 hour minimum	per hour		1.00	**$ 97**	$ 61.00	63%	$ 97	100%	2	$ 122	$ 194	$ 194
14	Flat fee permits = new woodstove, HVAC. Water heater, electrical blue tag, propane tank, changing water heater or HVAC or gas.	each		2.75	**$ 266**	$ 122.00	46%	$ 266	100%	150	$ 18,300	$ 39,934	$ 39,934
15	Mobile Home Installation	each		3.75	**$ 363**	$ 213.25	59%	$ 363	100%	12	$ 2,559	$ 4,356	$ 4,356
16	Mobile Home Utilities (Pre 1976 Needs HUD #s)	each		4.50	**$ 436**	$ 450.75	103%	$ 436	100%	-	$ -	$ -	$ -
17	Mobile Home Utilities (Post 1976 Has HUD #s)	each		4.50	**$ 436**	$ 418.50	96%	$ 436	100%	12	$ 5,022	$ 5,228	$ 5,228
18	Re-Roof or Re-Side	each		2.75	**$ 266**	$ 122.00	46%	$ 266	100%	96	$ 11,712	$ 25,558	$ 25,558
19	Site review - on site review for grading questions, site evaluations, other requirements	per request		2.00	**$ 194**	$ 50.00	26%	$ 194	100%	200	$ 8,000	$ 38,724	$ 38,724

County of Mariposa
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Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.2

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Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
20	Solar - Residential (Up to 15 kW)			4.75	$ 460	$ 450.00	98%	$ 359	78%	125	$ 56,430	$ 57,665	$ 45,019
	Per kW above 15kW			0.75	$ 73	$ 15.00	21%	$ 15	21%	-	$ -	$ -	$ -
21	Solar - Commercial (Up to 50 kW)			7.75	$ 750	$ 1,000.00	133%	$ 750	100%	7	$ 6,600	$ 4,952	$ 4,952
	Per kW between 51kW - 250kW			0.75	$ 73	$ 7.00	10%	$ 7	10%	-	$ -	$ -	$ -
	Per kW above 250kW			0.75	$ 73	$ 5.00	7%	$ 5	7%	-	$ -	$ -	$ -
22	Solar - Commercial Thermal (Up to 30 kWth)			4.75	$ 460	$ 1,000.00	217%	$ 359	78%	-	$ -	$ -	$ -
	Per kW between 31kWth - 260kWth			0.75	$ 73	$ 7.00	10%	$ 7	10%	-	$ -	$ -	$ -
	Per kW above 260kWth			0.75	$ 73	$ 5.00	7%	$ 5	7%	-	$ -	$ -	$ -
23	Solar Water Heater	each		4.00	$ 387	$ 51.75	13%	$ 387	100%	40	$ 2,070	$ 15,490	$ 15,490
24	Temporary Trailer (in conjunction with dwelling permit)	each		3.00	$ 121	$ 44.75	37%	$ 121	100%	8	$ 358	$ 968	$ 968
Grading Permit Fees													
1	Residential grading permit (no engineering required)	each		4.25	$ 411	$ 230.00	56%	$ 411	100%	12	$ 2,760	$ 4,937	$ 4,937
2	Residential grading permit (engineering required)	each		4.25	$ 411	$ 230.00	56%	$ 411	100%	10	$ 2,300	$ 4,114	$ 4,114
3	Commercial grading permit (fee shall be calculated on a direct cost basis or the project valuation as determined by the Building Official)			14.75	$ 1,428	$ 280.00	20%	$ 1,428	100%	6	$ 58,150	$ 8,568	$ 8,568
Electrical Fees													
1	Square foot rate up to 500 square feet	each		1.75	$ 169	$ 28.25	17%	$ 169	100%	6	$ 170	$ 1,016	$ 1,016
	501 to 750 square feet	each		2.25	$ 218	$ 42.50	20%	$ 218	100%	4	$ 170	$ 871	$ 871
	751 to 1250 square feet	each		2.75	$ 266	$ 69.50	26%	$ 266	100%	14	$ 973	$ 3,727	$ 3,727
	1251 square feet and up	each		3.25	$ 315	$ 111.00	35%	$ 315	100%	76	$ 8,436	$ 23,912	$ 23,912
2	Each main service (up to 200 amps)	each		1.75	$ 169	$ 30.00	18%	$ 169	100%	6	$ 180	$ 1,016	$ 1,016
3	Each main service (over 200 amps)	each		1.75	$ 169	$ 59.25	35%	$ 169	100%	4	$ 237	$ 678	$ 678
4	Each sub-panel	each		1.75	$ 169	$ 30.00	18%	$ 169	100%	-	$ -	$ -	$ -
5	Each dishwasher, Elec. Motor up to 1/2 hp, elect range or cooking unit, elect space heater, infrared heater, electric clothes dryer and garbage disposal	each		1.75	$ 169	$ 5.25	3%	$ 169	100%	-	$ -	$ -	$ -
6	Each misc. ele. Apparatus, conduct, conductors, A/C, add/alter/repair A/V, evap cool or heat pump	each		1.75	$ 169	$ 16.00	9%	$ 169	100%	-	$ -	$ -	$ -
7	Each wiring outlet where current is used or controlled, except services, sub-panels and meter outlets (may be used in lieu of square foot rate)	each		1.75	$ 169	$ 1.25	1%	$ 169	100%	-	$ -	$ -	$ -

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Mechanical Fees													
1	Each range or stationary cooking unit, space heater, infrared heat or clothes dryer installation, garbage disposal, dishwasher or fixed motor-operated appliance not exceeding 1/2 HP	each		1.75	**$ 169**	$ 5.25	3%	$ 169	100%	-	$ -	$ -	$ -
2	Each evaporative cooler, vent fan & single duct, vent system, exhaust hood and ducts, misc mechanical equip., exhaust fan in bathroom, laundry room, utility room, whole house, or exhaust fan heat exchange	each		1.75	**$ 169**	$ 10.35	6%	$ 169	100%	-	$ -	$ -	$ -
3	Each repair, alteration or addition to heating, refrigeration, comfort cooling units, absorption unit or each cooling absorption or evaporative cooling system, including installation of controls	each		1.75	**$ 169**	$ 16.00	9%	$ 169	100%	4	$ 64	$ 678	$ 678
4	Each furnace up to 100,000 BTU, Furnace over 100,000 BTU, domestic incinerator, floor furnace, wood burning heater, fireplace, suspended heater, recessed wall heater or wood stove.	each		1.75	**$ 169**	$ 16.00	9%	$ 169	100%	-	$ -	$ -	$ -
5	Each misc. apparatus, conduits and conductors where no fee is set	each		1.75	**$ 169**	$ 17.25	10%	$ 169	100%	42	$ 725	$ 7,115	$ 7,115
Plumbing Fees													
1	Residential - 1/2 bath	each		1.75	**$ 169**	$ 12.00	7%	$ 169	100%	-	$ -	$ -	$ -
2	Residential - one bathroom	each		2.25	**$ 218**	$ 24.75	11%	$ 218	100%	4	$ 99	$ 871	$ 871
3	Residential - two bathrooms	each		2.75	**$ 266**	$ 32.25	12%	$ 266	100%	2	$ 65	$ 532	$ 532
4	Residential - three bathrooms	each		3.25	**$ 315**	$ 36.75	12%	$ 315	100%	-	$ -	$ -	$ -
5	Water heater and/or vent and Water	each		1.75	**$ 169**	$ 11.50	7%	$ 169	100%	-	$ -	$ -	$ -
6	Gas Piping, 1-5 Outlets	each		1.75	**$ 169**	$ 8.75	5%	$ 169	100%	-	$ -	$ -	$ -
7	Gas Piping, 6 Outlets	each		1.75	**$ 169**	$ 9.75	6%	$ 169	100%	-	$ -	$ -	$ -
	Each additional gas outlet	each		1.75	**$ 169**	$ 1.00	1%	$ 169	100%	-	$ -	$ -	$ -
8	Each plumbing fixture and trap, grease trap, add/altr/repair water pipe, water treating equipment, repair/alt:drain/vent ea. Fixture, lawn sprinkler incl backflow, backflow preventer 2" & below and kitchen, laundry, bar, service or vegetable sink and washing machine	each		1.75	**$ 169**	$ 11.50	7%	$ 169	100%	6	$ 69	$ 1,016	$ 1,016
9	Each backflow preventer greater than 2" in diameter	each		1.75	**$ 169**	$ 24.25	14%	$ 169	100%	-	$ -	$ -	$ -
10	Each water heater replacement	each		1.75	**$ 169**	$ 47.75	28%	$ 169	100%	-	$ -	$ -	$ -
11	1-5 atmospheric vac break	each		1.75	**$ 169**	$ 8.75	5%	$ 169	100%	-	$ -	$ -	$ -
	Each additional atmospheric vac break	each		1.75	**$ 169**	$ 1.00	1%	$ 169	100%	-	$ -	$ -	$ -

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APPENDIX A.2

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Other Inspection Fees													
1	Inspections outside of normal business hours (minimum charge 2 hours)	each	[3]	3.25	**$ 315**	$ 61.00	19%	$ 315	100%	-	$ -	$ -	$ -
2	Reinspection fees assessed under provisions of California Building Code	each	[3]	2.25	**$ 218**	$ 61.00	28%	$ 218	100%	-	$ -	$ -	$ -
3	Inspections for which no fee is specifically indicated (minimum charge 1 hour)	each	[3]	2.25	**$ 218**	$ 61.00	28%	$ 218	100%	-	$ -	$ -	$ -
4	For use of outside consultants for plan checking and inspections, or both	each	[4]	0.00	**$ -**	Actual costs	%	Actual costs	%	-	$ -	$ -	$ -
Miscellaneous Permit Fees													
1	Single Family Residential Fire Sprinkler Permit	per project		5.75	**$ 557**	new	%	$ 557	100%	14	$ -	$ 7,793	$ 7,793
2	Other Fire Code Offical Review	hourly		1.00	**$ 97**	$ 124.00	128%	$ 97	100%	-	$ -	$ -	$ -
new	Non-Complying Structure - Release of Lien	each	[3]	2.00	**$ 194**	new	%	$ 194	100%	-	$ -	$ -	$ -
Fees for development entitlements or services not listed will be determined on a case-by-case basis by the Building Director. It will be based on the fully burdened hourly rate and the time of service provided.		hourly		1.00	**$ 97**	$ 77.00	80%	$ 97	100%	-	$ -	$ -	$ -
TOTAL											553,008	558,910	546,264

[Notes]

[1] Set per City policy / NBS did not evaluate.

[2] Whether a remodel is major or minor is to be determined by the Building Director

[3] Or the total hourly cost to the jurisdiction, which ever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

[4] Actual costs include administrative and overhead costs.

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Attachment: Mariposa_Report Final Report_10.17.19 - (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

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APPENDIX A.3

Cost of Service Analysis – Public Works Department – Engineering Division

Attachment: Mariposa_Report Final Report_10.17.19 - (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

County of Mariposa
Public Works Department - User Fee Study Fiscal Year 2018
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.3

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Public Works Administration Fees													
1	Hookup for Water Only		[7]										
	In Don Pedro, Mariposa Pines	each time				$ 1,700		$ 1,700					
	In Coulterville	each time				$ 1,750		$ 1,750					
2	Hookup for Sewer Only		[7]										
	In Coulterville	each time				$ 3,250		$ 3,250					
3	Hookup for Water and Sewer		[7]										
	In Yosemite West	each time				$ 2,850		$ 2,850					
4	Annual Stand-by for Water (for undeveloped land)	per year	[7]			$ 30		$ 30					
5	Re-Connect (for Water or Sewer)												
	In Coulterville	each time		2.00	**$ 312**	$ 30	10%	$ 100	32%	20	$ 600	$ 6,238	$ 2,000
	In Yosemite West	each time		4.50	**$ 702**	$ 30	4%	$ 100	14%	15	$ 450	$ 10,527	$ 1,500
6	Road Use		[8]										
	In Yosemite West	per year				$ 96		$ 96					
7	Permits to Haul		[9]										
	Yearly Permit	per year				$ 90		$ 90					
	One Time Permit	each time				$ 17		$ 16					
8	Miscellaneous Inspection Fee	hourly		1.00	**$ 156**	new	%	$ 156	100%	-	$ -	$ -	$ -
9	Meter Re-Read		[6]										
	In Coulterville	each time		1.75	**$ 273**	new	%	$ 50	18%	30	$ -	$ 8,188	$ 1,500
	In Yosemite West	each time		4.25	**$ 663**	new	%	$ 50	8%	38	$ -	$ 25,187	$ 1,900
10	Temporary Service Disconnect												
	Voluntary												
	In Coulterville	each time		2.50	**$ 390**	new	%	$ 100	26%	20	$ -	$ 7,798	$ 2,000
	In Yosemite West	each time		5.00	**$ 780**	new	%	$ 100	13%	15	$ -	$ 11,697	$ 1,500
	Involuntary												
	In Coulterville	each time		2.50	**$ 390**	new	%	$ 150	38%	-	$ -	$ -	$ -
	In Yosemite West	each time		5.00	**$ 780**	new	%	$ 150	19%	-	$ -	$ -	$ -
11	Fire Hydrant Water Service												
	Processing Fee for Meter												
	In Coulterville	each time		2.75	**$ 429**	new	%	$ 250	58%	-	$ -	$ -	$ -
	In Yosemite West	each time		5.25	**$ 819**	new	%	$ 250	31%	-	$ -	$ -	$ -
	Meter Deposit	deposit				new		actual cost					
	Monthly Water Use	deposit	[7]			new		actual cost					
12	Service Locate Fee												
	In Coulterville	per request		3.50	**$ 546**	new	%	$ 250	46%	3	$ -	$ 1,638	$ 750
	In Yosemite West	per request		7.00	**$ 1,092**	new	%	$ 250	23%	18	$ -	$ 19,650	$ 4,500

County of Mariposa
Public Works Department - User Fee Study Fiscal Year 2018
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.3

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Public Works Application or Permit													
1	Improvements- Plan Check	deposit	[1]			3% of construction cost		3% of construction cost					
2	Improvements- Inspection	deposit	[1]			3% of construction cost		3% of construction cost					
3	Final/ Parcel Map Per Application	deposit		5.00	**$ 780**	$ 500	64%	$ 780	100%	3	$ 1,500	$ 2,339	$ 2,339
	Per lot > 5	deposit		0.50	**$ 78**	$ 25	32%	$ 78	100%	2	$ 50	$ 156	$ 156
4	Road/Easement Dedication	per project		2.00	**$ 312**	$ 200	64%	$ 300	96%	4	$ 800	$ 1,248	$ 1,200
5	Road/Easement Vacation/Abandonment	per project		5.00	**$ 780**	$ 400	51%	$ 780	100%	2	$ 800	$ 1,560	$ 1,560
6	Encroachment Permit												
	Private Driveway	per year		3.00	**$ 468**	$ 140	30%	$ 180	38%	34	$ 4,760	$ 15,907	$ 6,120
	Installation of Utilities	per year		3.00	**$ 468**	$ 140	30%	$ 180	38%	38	$ 5,320	$ 17,779	$ 6,840
	Other Minor Encroachment Permit Requests	per year		2.00	**$ 312**	$ 140	45%	$ 156	50%	132	$ 18,480	$ 41,172	$ 20,592
7	Encroachment Permit, Extension 6 months	each		1.00	**$ 156**	$ 50	32%	$ 156	100%	15	$ 750	$ 2,339	$ 2,339
8	Encroachment Permit, Deferment	each	[2]	1.00	**$ 156**	$ 50	32%	$ 156	100%	1	$ 50	$ 156	$ 156
9	Corner Record - State Filing Fee	each	[3]			$ 8		$ 8					
10	Record of Survey Review (Includes 2 reviews)	flat		1.50	**$ 234**	$ 100	43%	$ 234	100%	30	$ 3,000	$ 7,018	$ 7,018
	3rd and Subsequent Review	hourly		1.00	**$ 156**	$ 100	64%	$ 156	100%	3	$ 300	$ 468	$ 468
11	Monument Preservation Fee	per document	[5]			$ 1		$ 1					
12	Zone of Benefit or C.S.A. Formation Processing Fee												
	With Construction	flat		40.00	**$ 6,238**	1% of construction cost + State publication	%	$ 5,000	80%	-	$ -	$ -	$ -
	Without Construction	deposit		30.00	**$ 4,679**	1% of construction cost + State publication	%	$ 4,000	85%	-	$ -	$ -	$ -
13	Traffic Control Plan Review	deposit		4.00	**$ 624**	new	%	$ 624	100%	4	$ -	$ 2,495	$ 2,495
14	Traffic Study Review	deposit		4.00	**$ 624**	new	%	$ 624	100%	4	$ -	$ 2,495	$ 2,495

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County of Mariposa
Public Works Department - User Fee Study Fiscal Year 2018
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.3

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
15	Special Events Application Fee												
	Alcohol Event	deposit		3.00	$ 468	$ 140	30%	$ 300	64%	5	$ 700	$ 2,339	$ 1,500
	Non-Alcohol Event	deposit		2.00	$ 312	$ 140	45%	$ 200	64%	5	$ 700	$ 1,560	$ 1,000
	Assemblage Permit Sign-Off	each		3.00	$ 468	$ 140	30%	$ 200	43%	4	$ 560	$ 1,871	$ 800
	Large Event	deposit		15.00	$ 2,339	$ 140	6%	$ 2,000	85%	-	$ -	$ -	$ -
	Support of Actual Event	hourly				$ -		Actual Cost					
16	Engineering Review of Special Studies												
	Processing Fee	flat		8.00	$ 1,248	new	%	$ 1,000	80%	15	$ -	$ 18,715	$ 15,000
	Contractor Costs	actual cost				new		Actual Cost					
17	Grading/Drainage plan review												
	Minor - Residential	flat		8.00	$ 1,248	new	%	$ 1,000	80%	15	$ -	$ 18,715	$ 15,000
	Major - Commerical or Subdivision	flat		24.00	$ 3,743	new	%	$ 3,500	94%	8	$ -	$ 29,943	$ 28,000
Planning or LAFCo Application or Permit													
1	All Other Planning Applications	flat		2.00	$ 312	$ 75	24%	$ 312	100%	10	$ 750	$ 3,119	$ 3,119
2	Certificate of Compliance- Initial Fee	flat		1.00	$ 156	$ 100	64%	$ 156	100%	6	$ 600	$ 936	$ 936
3	COC Review of Documents	hourly		1.00	$ 156	varies	%	$ 156	100%	6	$ -	$ 936	$ 936
4	Conditional Use Permits	flat		2.00	$ 312	$ 75	24%	$ 312	100%	4	$ 300	$ 1,248	$ 1,248
5	Design Review Application	flat		5.00	$ 780	$ 75	10%	$ 780	100%	6	$ 450	$ 4,679	$ 4,679
6	Development Agreement	deposit		3.00	$ 468	3% of construction cost	%	$ 468	100%	2	$ 936	$ 936	$ 936
7	LAFCo - County Services Area	deposit		12.00	$ 1,871	$ 680	36%	$ 1,871	100%	-	$ -	$ -	$ -
new	LLA Review of Documents	hourly		1.00	$ 156	varies	%	$ 156	100%	10	$ 1,560	$ 1,560	$ 1,560
8	Lot Line Adjustment - Initial Fee	flat		1.00	$ 156	$ 100	64%	$ 156	100%	10	$ 1,000	$ 1,560	$ 1,560
10	Public Notice - See Planning Fees					$78 + Publication Costs		See Planning Fees					
11	Tentative Parcel Map (less than 5 lots)	flat		3.00	$ 468	$ 150	32%	$ 468	100%	6	$ 900	$ 2,807	$ 2,807
12	Tentative Tract Map (5 or more lots)	flat		5.00	$ 780	$ 200	26%	$ 780	100%	3	$ 600	$ 2,339	$ 2,339

County of Mariposa
Public Works Department - User Fee Study Fiscal Year 2018
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.3

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Miscellaneous Fees													
1	Improvement Standards	each time		0.25	**$ 39**	$ 15	38%	$ 39	100%	-	$ -	$ -	$ -
2	~~Fee per Vehicle Mile~~	~~per mile~~				~~Fed Rate (currently 0.56 per mile)~~		Fed Rate ~~(currently 0.56 per mile)~~					
3	Map Reproduction- DVD or Flash Drive	flat		1.50	**$ 234**	$ 50	21%	$ 50	21%	-	$ -	$ -	$ -
4	Map Reproduction- Plotted 8.5"x 11" - 1st sheet	flat		0.25	**$ 39**	$ 18	46%	$ 18	46%	-	$ -	$ -	$ -
5	Map Reproduction- Plotted 8.5"x 11" - each add'l sheet	flat		0.25	**$ 39**	$ 6	15%	$ 6	15%	-	$ -	$ -	$ -
6	Map Reproduction- Plotted 11"x17" - 1st sheet	flat		0.25	**$ 39**	$ 18.50	47%	$ 18.50	47%	-	$ -	$ -	$ -
7	Map Reproduction- Plotted 11"x17" - each add'l sheet	flat		0.25	**$ 39**	$ 6.50	17%	$ 6.50	17%	-	$ -	$ -	$ -
8	Map Reproduction- Plotted 24"x26" - 1st sheet	flat		0.25	**$ 39**	$ 19	49%	$ 19	49%	-	$ -	$ -	$ -
9	Map Reproduction- Plotted 24"x26" - each add'l sheet	flat		0.25	**$ 39**	$ 7	18%	$ 7	18%	-	$ -	$ -	$ -
new	Document Reproduction Costs for Improvement Standards, Roads lists, etc.	flat				Available on website, copy fee of $0.10 per page, or map charge.		Available on website, copy fee of $0.10 per page, or map charge.					
new	After Hours Call Out (minimum 3 hours)	hourly		1.00	**$ 181**	new	%	$ 181	100%	-	$ -	$ -	$ -
new	Review of EDU Values	per request		5.00	**$ 780**	new	%	$ 300	38%	10	$ -	$ 7,798	$ 3,000
Fees for services not listed will be determined on a case-by-case basis. It will be based on the fully burdened hourly rate and the time of service provided.		hourly		1.00	**$ 156**	new	%	$ 156	100%	-	$ -	$ -	$ -
TOTAL											**$ 45,915**	**$ 196,192**	**$ 138,197**

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County of Mariposa
Public Works Department - User Fee Study Fiscal Year 2018
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.3

				Activity Service Cost Analysis		Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee

[Notes]

[1] Set per County policy / NBS did not evaluate.

[2] Deferment also requires a financial guarantee in the amount of the project cost + 25%

[3] By State statute the fee cannot exceed the County Clerk/Auditor's recording fee.

[4] Business & Professions Code 8773.2 (e)

[5] Set per County Board Action in accordance with State law, GC 27584.

[6] Actual cost unless the meter is incorrect, in which case there is no charge for this service

[7] Connection fee / utility rate not evaluated by NBS

[8] Fee set by CSD; not evaluated by NBS

[9] Fee set by Vehicle Code Section 35795; not evaluated by NBS

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APPENDIX A.4

Cost of Service Analysis – Public Works Department – Airport Operations

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County of Mariposa
Public Works Department - User Fee Study Fiscal Year 2018
Cost of Service Estimate for Fee Related Services and Activities - Airport Division

APPENDIX A.4

Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Current Fee / Deposit	Recommended Fee Level / Deposit	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Tiedowns									
1	Reserved Tiedown	per month		$ 31	$ 65	36	$ 1,116	$ -	$ 2,334
2	Transient Tiedown	per night		$ 5	$ 10	144	$ 720	$ -	$ 1,506
3	Transient Commercial Tiedown	per night		new	$ 20	-	$ -	$ -	$ -
4	Dirt Tiedown, north side	per month		$ 21	$ 40	-	$ -	$ -	$ -
5	Helipads	per month		$ 52	$ 100	12	$ 624	$ -	$ 1,200
Ground Lease Fees									
1	Metal hanger, south side (Hanger 44)	per month		$ 63	$ 82	12	$ 756	$ -	$ 983
2	Metal "T" hangar, south side (Hanger 42, 43)	per month		$ 38	$ 49	24	$ 912	$ -	$ 1,186
3	Metal "T" hangar, south side (Hanger 36, 37)	per month		$ 45	$ 59	24	$ 1,080	$ -	$ 1,404
4	Metal hanger, south side (Hanger 38)	per month		$ 50	$ 65	12	$ 600	$ -	$ 780
5	Wood hanger, north side (Hanger 7, 8)	per month		$ 29	$ 38	24	$ 707	$ -	$ 919
6	New hanger, south side (Hanger 48, 49, 51, 52)	per month		$ 36	$ 47	48	$ 1,728	$ -	$ 2,246
7	New hanger, south side (Hanger 56)	per month		$ 53	$ 69	12	$ 636	$ -	$ 827
8	New hanger, south side (Hanger 53, 54, 55)	per month		$ 77	$ 100	36	$ 2,772	$ -	$ 3,604
Hangar Rentals									
1	Old metal hangar, northside (Hanger 1, 2, 3, 4)	per month		$ 88	$ 114	48	$ 4,224	$ -	$ 5,491
2	1996 Metal "T" hangars (21-23, 26-28, 31, 34, 39, 40, 50)	per month		$ 161	$ 209	132	$ 21,252	$ -	$ 27,628
3	County Hangar #50 (hangar 50)	per month		$ 265	$ 345	12	$ 3,180	$ -	$ 4,134
4	2001 Nested metal "T" hangars (58 thru 71)	per month		$ 178	$ 231	168	$ 29,904	$ -	$ 38,875
5	Storage hangars (57, 72)	per month		$ 89	$ 116	24	$ 2,136	$ -	$ 2,777
new	Commercial Landing Fee	per landing		new	$ 15	-	$ -	$ -	$ -
new	Commercial Landing Fee w/ Hangar Rental	per year		new	$ 600	-	$ -	$ -	$ -
new	Recreational Aircraft Landing Fee	per landing	[2]	No Fee	No Fee	-	$ -	$ -	$ -
TOTAL							72,347	-	95,892

[Notes]

[1] Set per City policy / NBS did not evaluate.

[2] No landing fee for recreational aircraft per County Policy.

G.1.c

Attachment: Mariposa_Report Final Report_10.17.19 - (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

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APPENDIX A.5

Cost of Service Analysis – Health and Human Services Agency – Environmental Health Division

Attachment: Mariposa_Report Final Report_10.17.19 - (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

County of Mariposa
Environmental Health Division - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.5

				Activity Service Cost Analysis			Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Planning and Building Referrals														
1	Pre-Application Review/Report Consultation	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	5	$ 570	$ 839	$ 839
2	Application Review & Inspection (not listed)	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	7	$ 798	$ 1,175	$ 1,175
new	Building Permit Reviews For Setbacks	deposit		1.10	$ 168	**$ 185**	new	%	$ 185	100%	152	$ -	$ 28,066	$ 28,066
new	Land Division - Minor	deposit		4.00	$ 168	**$ 671**	new	%	$ 671	100%	4	$ -	$ 2,686	$ 2,686
new	Land Division - Major	deposit		10.00	$ 168	**$ 1,679**	new	%	$ 1,679	100%	1	$ -	$ 1,679	$ 1,679
new	Lot Line Adjustment	deposit		1.00	$ 168	**$ 168**	new	%	$ 168	100%	10	$ -	$ 1,679	$ 1,679
new	Variance	deposit		1.00	$ 168	**$ 168**	new	%	$ 168	100%	1	$ -	$ 168	$ 168
new	Use Permit	deposit		1.70	$ 168	**$ 285**	new	%	$ 285	100%	3	$ -	$ 856	$ 856
new	B&B start-up	deposit		1.00	$ 168	**$ 168**	new	%	$ 168	100%	10	$ -	$ 1,679	$ 1,680
new	Vacation Rental	deposit		1.00	$ 168	**$ 168**	new	%	$ 168	100%	50	$ -	$ 8,393	$ 8,393
new	Zoning change	deposit		1.00	$ 168	**$ 168**	new	%	$ 168	100%	2	$ -	$ 336	$ 336
new	Certificate of Compliance	deposit		1.10	$ 168	**$ 185**	new	%	$ 168	91%	4	$ -	$ 739	$ 672
new	Miscellaneous Other Planning Review	deposit		1.00	$ 168	**$ 168**	new	%	$ 168	100%	8	$ -	$ 1,343	$ 1,344
Food Facility Inspection Program														
1	Annual Permit: Food Prep- Small (up to 100 seats)	per year		5.60	$ 168	**$ 940**	$ 228	24%	$ 365	39%	42	$ 9,576	$ 39,480	$ 15,330
2	Annual Permit: Food Prep Large (more than 100 seats)			8.00	$ 168	**$ 1,343**	$ 456	34%	$ 730	54%	5	$ 2,280	$ 6,714	$ 3,650
3	Annual Permit: Food Prep. Incidental			4.10	$ 168	**$ 688**	$ 86	12%	$ 138	20%	4	$ 344	$ 2,753	$ 552
4	Annual Permit: Store Pre-packaged- Less than 25 sq. ft.			3.50	$ 168	**$ 588**	$ -	0%	$ -	0%	11	$ -	$ 6,463	$ -
5	Annual Permit: Market Small (up to 7,500 SF)			2.75	$ 168	**$ 462**	$ 114	25%	$ 182	39%	23	$ 2,622	$ 10,617	$ 4,186
6	Annual Permit: Market Large (more than 7,500 SF)			4.50	$ 168	**$ 755**	$ 228	30%	$ 365	48%	2	$ 456	$ 1,511	$ 730
7	Annual Permit: Deli added to Market			4.00	$ 168	**$ 671**	$ 114	17%	$ 182	27%	9	$ 1,026	$ 6,043	$ 1,638
	Market Fee			n/a	$ 168	**n/a**	Actual Cost	%	Actual Cost	%	-	$ -	$ -	$ -
8	Annual Permit: Bakery added to Market			4.00	$ 168	**$ 671**	$ 114	17%	$ 182	27%	1	$ 114	$ 671	$ 182
	Market Fee			n/a	$ 168	**n/a**	Actual Cost	%	Actual Cost	%	-	$ -	$ -	$ -
9	Annual Permit: Incidental Food Prep added to Mkt/Bar			4.20	$ 168	**$ 705**	$ 57	8%	$ 91	13%	5	$ 285	$ 3,525	$ 455
	Market/Bar Fee			n/a	$ 168	**n/a**	Actual Cost	%	Actual Cost	%	-	$ -	$ -	$ -
10	Annual Permit: Mini-Mart < 500 Sq. Ft. added to Food Prep.			3.00	$ 168	**$ 504**	$ 57	11%	$ 91	18%	9	$ 513	$ 4,532	$ 819
	Food Prep fee			n/a	$ 168	**n/a**	Actual Cost	%	Actual Cost	%	-	$ -	$ -	$ -
11	Annual Permit – Ag Homestay Full Prep.			5.60	$ 168	**$ 940**	$ 228	24%	$ 365	39%	2	$ 456	$ 1,880	$ 730
12	Annual Permit: B & B- Full Prep			5.60	$ 168	**$ 940**	$ 228	24%	$ 365	39%	26	$ 5,928	$ 24,440	$ 9,490
13	Annual Permit: B & B- Pre-Packaged			4.00	$ 168	**$ 671**	$ 171	25%	$ 274	41%	23	$ 3,933	$ 15,443	$ 6,302
14	Annual Permit: Bar Only			3.50	$ 168	**$ 588**	$ 171	29%	$ 274	47%	9	$ 1,539	$ 5,288	$ 2,466
15	Annual Permit: Bar in Food Facility			3.20	$ 168	**$ 537**	$ 86	16%	$ 138	26%	10	$ 860	$ 5,371	$ 1,380
16	Annual Permit: Bakery			4.00	$ 168	**$ 671**	$ 171	25%	$ 274	41%	1	$ 171	$ 671	$ 274

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17	Annual Permit: Mobile Food Prep			4.50	$ 168	**$ 755**	$ 171	23%	$ 274	36%	9	$ 1,539	$ 6,798	$ 2,466
18	Annual Permit: Food Cart			3.30	$ 168	**$ 554**	$ 86	16%	$ 138	25%	3	$ 258	$ 1,662	$ 414
19	Annual Permit: Food Delivery Truck			1.50	$ 168	**$ 252**	$ 57	23%	$ 91	36%	1	$ 57	$ 252	$ 91
20	Annual Permit: Cafeteria School			4.60	$ 168	**$ 772**	$ 228	30%	$ 365	47%	4	$ 912	$ 3,089	$ 1,460
21	Annual Permit: Satellite Cafeteria			2.00	$ 168	**$ 336**	$ 171	51%	$ 274	82%	5	$ 855	$ 1,679	$ 1,370
22	Annual Permit: Organized Camp			7.00	$ 168	**$ 1,175**	$ 456	39%	$ 730	62%	1	$ 456	$ 1,175	$ 730
23	Registration Fee (one time): Class A Cottage Foods			3.00	$ 168	**$ 504**	$ 57	11%	$ 91	18%	5	$ 285	$ 2,518	$ 455
24	Annual Permit: Class B Cottage Foods			3.50	$ 168	**$ 588**	$ 171	29%	$ 274	47%	6	$ 1,026	$ 3,525	$ 1,644
25	Special Events: Annual Permit			3.70	$ 168	**$ 621**	$ 114	18%	$ 504	81%	14	$ 1,596	$ 8,695	$ 7,056
26	Special Events: Single Multi-Day Event for Profit			3.40	$ 168	**$ 571**	$ 57	10%	$ 168	29%	-	$ -	$ -	$ -
27	Special Events: Single Multi-Day Event for Non Profit			3.70	$ 168	**$ 621**	$ 28	5%	$ 84	14%	-	$ -	$ -	$ -
28	Special Events: Single Multi-Day Event Veteran Exemption			2.00	$ 168	**$ 336**	$ -	0%	$ -	0%	-	$ -	$ -	$ -
29	New Facility: Plan Check and Inspection	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
30	Re-Inspection	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
31	Annual Food Permit –Veteran Exempt			2.00	$ 168	**$ 336**	$ -	0%	$ -	0%	-	$ -	$ -	$ -
32	~~Bi-Annual Food Permit - Veteran Exempt~~			~~1.80~~	~~$ 168~~	~~**$ 302**~~	~~$~~	~~0%~~	~~$~~	~~0%~~	~~-~~	~~$ -~~	~~$ -~~	~~$ -~~
new	Catering On-Site Prep	Flat		1.00	$ 168	**$ 168**	new	%	$ 168	100%	-	$ -	$ -	$ -
new	Catering Off-Site Prep	Flat		3.00	$ 168	**$ 504**	new	%	$ 365	72%	-	$ -	$ -	$ -
new	Community Kitchen	Flat		1.50	$ 168	**$ 252**	new	%	$ -	0%	-	$ -	$ -	$ -
new	Charitable Feeding No Food Prep - Registration Only	Flat		0.50	$ 168	**$ 84**	new	%	$ 84	100%	-	$ -	$ -	$ -
new	Charitable Feeding With Food Prep	Flat		3.00	$ 168	**$ 504**	new	%	$ 168	33%	-	$ -	$ -	$ -
new	1 Day Special Event For Profit	Flat		0.34	$ 168	**$ 57**	new	%	$ -	0%	-	$ -	$ -	$ -
new	1 Day Special Event For Non-Profit	Flat		0.34	$ 168	**$ 57**	new	%	$ -	0%	-	$ -	$ -	$ -
new	Annual Special Event For Non-Profit	Flat		3.00	$ 168	**$ 504**	new	%	$ 168	33%	-	$ -	$ -	$ -
new	Event Coordinator	Flat		0.50	$ 168	**$ 84**	new	%	$ 84	100%	-	$ -	$ -	$ -
new	Food Facility Construction / Opening Inspection	per hour		1.00	$ 168	**$ 168**	new	%	$ 168	100%	-	$ -	$ -	$ -

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Water Program														
1	Plan Check - Public Water System	per hour	[11]	1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
2	Permit - Small Water System		[11]	n/a	$ 168	**n/a**	$ 342	%	$ 342	%	-	$ -	$ -	$ -
3	Permit New Public Water System		[11]	n/a	$ 168	**n/a**	$ 570	%	$ 570	%	-	$ -	$ -	$ -
4	Permit New Well, Public		[2]	4.30	$ 168	**$ 722**	$ 228	32%	$ 722	100%	1	$ 228	$ 722	$ 722
5	Public Well Seal Inspection/ Destruction	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	1	$ 114	$ 168	$ 168
6	Permit New Well, Private		[2]	2.40	$ 168	**$ 403**	$ 114	28%	$ 403	100%	43	$ 4,902	$ 17,323	$ 17,329
7	Permit, Additional Well, Private		[3]	1.20	$ 168	**$ 201**	$ 57	28%	$ 201	100%	-	$ -	$ -	$ -
8	Permit - Repeat Well Siting (relocation)	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
9	Permit - Well Deepening		[2]	1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	3	$ 342	$ 504	$ 504
10	Re-Inspection	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
11	Permit - New Monitoring well (each)		[2]	2.50	$ 168	**$ 420**	$ 114	27%	$ 420	100%	-	$ -	$ -	$ -
12	Sample Testing - Bacteriological Water	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
	Plus Lab Costs			n/a	$ 168	**n/a**	Actual Cost	%	Actual Cost	%	-	$ -	$ -	$ -
13	Sample Testing - Other	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
	Plus Lab Costs			n/a	$ 168	**n/a**	Actual Cost	%	Actual Cost	%	-	$ -	$ -	$ -
Liquid Waste Program			[2]											
1	Plan Check - Septic/ Special Design	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	9	$ 1,026	$ 1,511	$ 1,512
2	Permit - Septic System, New or Repair		[2]	4.40	$ 168	**$ 739**	$ 399	54%	$ 739	100%	46	$ 18,354	$ 33,975	$ 33,994
3	Permit - Minor Septic Repair (replace tank, pipe, pump)	deposit	[2]	5.20	$ 168	**$ 873**	$ 114	13%	$ 168	19%	28	$ 3,192	$ 24,440	$ 4,704
4	Repeat Final Inspection	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
5	Annual Permit - Septic Pumper			1.00	$ 168	**$ 168**	$ 57	34%	$ 168	100%	-	$ -	$ -	$ -
Pools and Spas			[4]											
1	Annual Permit - Pool Operations	per pool		3.60	$ 168	**$ 604**	$ 228	38%	$ 365	60%	27	$ 6,156	$ 16,316	$ 9,855
2	Annual Permit - Spa Operations	per spa		2.00	$ 168	**$ 336**	$ 171	51%	$ 274	82%	22	$ 3,762	$ 7,386	$ 6,028
3	Plan Check	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
4	Re-Inspection	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
new	Swimming / Spa Remodel Permit	Flat		3.50	$ 168	**$ 588**	new	%	$ 588	100%	-	$ -	$ -	$ -

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Underground Storage Tank Installation and Removal			[4]											
1	Installation Permit	per tank		7.00	$ 168	**$ 1,175**	$ 810	69%	$ 1,175	100%	34	$ 27,540	$ 39,950	$ 39,950
2	Closer Permit	per tank		4.00	$ 168	**$ 671**	$ 456	68%	$ 671	100%	-	$ -	$ -	$ -
3	Site Evaluation	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
4	Spill Evaluation	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
new	Repairs/ Modification													
	Minor			2.00	$ 168	**$ 336**	new	%	$ 168	50%	-	$ -	$ -	$ -
	Major			4.00	$ 168	**$ 671**	new	%	$ 168	25%	-	$ -	$ -	$ -
new	UST Temporary Closure	Flat		4.00	$ 168	**$ 671**	new	%	$ 671	100%	-	$ -	$ -	$ -
new	UST / AGT Repair Minor	Flat		2.00	$ 168	**$ 336**	new	%	$ 336	100%	-	$ -	$ -	$ -
new	UST / AGT Repair Major	Flat		5.00	$ 168	**$ 839**	new	%	$ 839	100%	-	$ -	$ -	$ -
new	Solid Waste Permit And Inspection													
	Permit	per hour		1.00	$ 168	**$ 168**	new	%	$ 168	100%	-	$ -	$ -	$ -
	Inspection	per hour		1.00	$ 168	**$ 168**	new	%	$ 168	100%	-	$ -	$ -	$ -
CUPA														
1	Hazardous Materials Business Plan	per business	[4]	2.11	$ 168	**$ 354**	$ 164	46%	$ 199	56%	140	$ 22,960	$ 49,585	$ 27,860
2	Hazardous Waste Generators: Incidental			0.80	$ 168	**$ 134**	$ 41	31%	$ 41	31%	49	$ 2,009	$ 6,580	$ 2,009
3	Hazardous Waste Generators: Routine			1.00	$ 168	**$ 168**	$ 246	147%	$ 168	100%	25	$ 6,150	$ 4,196	$ 4,196
4	Underground Tanks	per tank	[4]	1.30	$ 168	**$ 218**	$ 123	56%	$ 138	63%	-	$ -	$ -	$ -
5	Above-Ground Tanks: 1,320 - 9,999 Gallons	per tank	[11]	1.11	$ 168	**$ 187**	$ 246	132%	$ 187	100%	27	$ 6,642	$ 5,036	$ 5,036
6	Above-Ground Tanks: 10,000 or more Gallons	per tank	[11]	2.67	$ 168	**$ 448**	$ 410	92%	$ 410	92%	6	$ 2,460	$ 2,686	$ 2,460
7	CalARP	per site	[4]	1.49	$ 168	**$ 250**	$ 82	33%	$ 250	100%	2	$ 164	$ 500	$ 500
8	Plan Check	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
9	Re-inspection	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
Air Pollution			[4, 11]											
1	Authority to Construct Application Fee				$ 168	**$ -**	$ 100	%	$ 100	%	-	$ -	$ -	$ -
2	Authority to Construct Engineering Evaluation				$ 168	**$ -**	Actual Consultant Cost	%	Actual Consultant Cost	%	-	$ -	$ -	$ -
3	Re-inspection	per hour			$ 168	**$ -**	$ 114	%	$ 114	%	-	$ -	$ -	$ -

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Schedule I Electric Motor Horsepower			[5]											
1	Horsepower													
	Less than 50				$ 168	$ -	$ 55	%	$ 55	%	-	$ -	$ -	$ -
	50 or greater but less than 100				$ 168	$ -	$ 110	%	$ 110	%	-	$ -	$ -	$ -
	100 or greater but less than 200				$ 168	$ -	$ 165	%	$ 165	%	-	$ -	$ -	$ -
	200 or greater but less than 300				$ 168	$ -	$ 220	%	$ 220	%	-	$ -	$ -	$ -
	300 or greater but less than 400				$ 168	$ -	$ 275	%	$ 275	%	-	$ -	$ -	$ -
	400 or greater but less than 500				$ 168	$ -	$ 330	%	$ 330	%	-	$ -	$ -	$ -
	500 or greater but less than 600				$ 168	$ -	$ 385	%	$ 385	%	-	$ -	$ -	$ -
	600 or greater				$ 168	$ -	$ 440	%	$ 440	%	-	$ -	$ -	$ -
Schedule II Fuel Burning Equipment			[6]											
1	BTU Per Hour													
	Less than1,500,000				$ 168	$ -	$ 55	%	$ 55	%	-	$ -	$ -	$ -
	Annual Fee	per year			$ 168	$ -	$ 13.75	%	$ 13.75	%	18	$ 248	$ -	$ 248
	1,500,000 or greater but less than 5,000,000				$ 168	$ -	$ 165	%	$ 165	%	-	$ -	$ -	$ -
	Annual Fee	per year			$ 168	$ -	$ 41.25	%	$ 41.25	%	10	$ 413	$ -	$ 413
	5,000,000 or greater but less than 15,000,000				$ 168	$ -	$ 220	%	$ 220	%	-	$ -	$ -	$ -
	Annual Fee	per year			$ 168	$ -	$ 55	%	$ 55	%	4	$ 220	$ -	$ 220
	15,000,000 or greater but less than 50,000,000				$ 168	$ -	$ 385	%	$ 385	%	-	$ -	$ -	$ -
	50,000,000 or greater but less than 100,000,000				$ 168	$ -	$ 660	%	$ 660	%	-	$ -	$ -	$ -
	100,000,000 or greater but less than 200,000,000				$ 168	$ -	$ 990	%	$ 990	%	-	$ -	$ -	$ -
	200,000,000 or greater				$ 168	$ -	$ 1,265	%	$ 1,265	%	-	$ -	$ -	$ -

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Schedule III Electrical Energy Schedule			[7]											
1	Kilovolt Amperes													
	Less than 50				$ 168	$ -	$ 55	%	$ 55	%	-	$ -	$ -	$ -
	150 or greater but less than 450				$ 168	$ -	$ 110	%	$ 110	%	-	$ -	$ -	$ -
	450 or greater but less than 4,500				$ 168	$ -	$ 165	%	$ 165	%	-	$ -	$ -	$ -
	4,500 or greater but less than 14,500				$ 168	$ -	$ 220	%	$ 220	%	-	$ -	$ -	$ -
	14,500 or greater but less than 45,000				$ 168	$ -	$ 275	%	$ 275	%	-	$ -	$ -	$ -
	45,000 or greater				$ 168	$ -	$ 330	%	$ 330	%	-	$ -	$ -	$ -
2	Gallons													
	Less than 40,000				$ 168	$ -	$ 55	%	$ 55	%	-	$ -	$ -	$ -
	40,000 or greater but less than 100,000				$ 168	$ -	$ 110	%	$ 110	%	-	$ -	$ -	$ -
	100,00 or greater but less than 400,000				$ 168	$ -	$ 165	%	$ 165	%	-	$ -	$ -	$ -
	400,000 or greater but less than 1,000,000				$ 168	$ -	$ 220	%	$ 220	%	-	$ -	$ -	$ -
	1,000,000 or greater but less than 1,500,000				$ 168	$ -	$ 275	%	$ 275	%	-	$ -	$ -	$ -
	1,500,000 or greater				$ 168	$ -	$ 330	%	$ 330	%	-	$ -	$ -	$ -
Schedule VI - Gasoline Fueling Equipment Schedule														
1	Gasoline Dispensing Facility, Annual Permit				$ 168	$ -	$ 228	%	$ 228	%	23	$ 5,244	$ -	$ 5,244
2	Gasoline Dispensing Facility, Annual Permit	per nozzle		1.50	$ 168	$ 252	$ 38	15%	$ 38	15%	23	$ 874	$ 5,791	$ 874
Schedule VII Miscellaneous Schedule			[8]											
1	Backup Generator Annual Renewal Fee				$ 168	$ -	$ 131.25	%	$ 131.25	%	48	$ 6,300	$ -	$ 6,300
2	Misc. Annual Air Renewal Fee				$ 168	$ -	$ 131.25	%	$ 131.25	%	-	$ -	$ -	$ -
Schedule VIII Emission Fee Schedule			[9]											
1	Air Contaminant	per ton			$ 168	$ -	$ 20	%	$ 20	%	-	$ -	$ -	$ -
2	Organic gases	per ton			$ 168	$ -	$ 3.50	%	$ 3.50	%	-	$ -	$ -	$ -
3	Carbon monoxide	per ton			$ 168	$ -	$ 8	%	$ 8	%	-	$ -	$ -	$ -
4	Oxides of nitrogen (expressed as nitrogen dioxide)	per ton			$ 168	$ -	$ 48	%	$ 48	%	-	$ -	$ -	$ -
5	Gaseous sulfur compounds (expressed as sulfur dioxide)	per ton			$ 168	$ -	$ 33	%	$ 33	%	-	$ -	$ -	$ -
6	Particulate matter	per ton			$ 168	$ -	$ -	%	$ -	%	-	$ -	$ -	$ -

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Schedule IX Open Burning			[10]											
1	Burn Permit: Rule 306- Agricultural Burning				$ 168	$ -	$ 25	%	$ 25	%	-	$ -	$ -	$ -
2	Burn Permit: Rule 307 – Prescribed Fire				$ 168	$ -	$ 175	%	$ 175	%	-	$ -	$ -	$ -
	Per Acre	per acre			$ 168	$ -	$ 1.75	%	$ 1.75	%	-	$ -	$ -	$ -
3	Burn Permit: Rule 308.2a- Land Development Clearing				$ 168	$ -	$ 175	%	$ 175	%	-	$ -	$ -	$ -
4	Burn Permit: Rule 308.2b- Ditch/ Road Maintenance				$ 168	$ -	$ 25	%	$ 25	%	-	$ -	$ -	$ -
5	Burn Permit: Rule 308.2c – Hazard Reduction (Residential Piles beyond Calfire 100' requirement)				$ 168	$ -	$ 25	%	$ 25	%	-	$ -	$ -	$ -
6	Burn Permit: Exception to Burn Prohibition				$ 168	$ -	$ 175	%	$ 175	%	-	$ -	$ -	$ -
7	Burn Permit: After Notice of Violation for burning without a permit				$ 168	$ -	Double regular permit fee	%	Double regular permit fee	%	-	$ -	$ -	$ -
Solid Waste														
1	Landfill - Annual Permit and Inspection (inspected monthly)	per year		55.00	$ 168	**$ 9,232**	$ 1,200	13%	$ 1,920	21%	1	$ 1,200	$ 9,232	$ 1,920
2	Transfer Stations Inspected Quarterly			8.00	$ 168	**$ 1,343**	Included above	%	included above	%	1	$ -	$ 1,343	$ -
3	Solid Waste Vehicle - Annual			1.00	$ 168	**$ 168**	$ 57	34%	$ 168	100%	18	$ 1,026	$ 3,021	$ 3,024
4	Re-Inspections	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
new	State Permit Review	per hour	[11]	1.00	$ 168	**$ 168**	new	%	$ 168	100%	-	$ -	$ -	$ -

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County of Mariposa
Environmental Health Division - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.5

				Activity Service Cost Analysis			Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee
Other														
1	Researching Public Records	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
2	Hourly Billing Rate: REHS	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
3	Hourly Billing Rate: HAZ Mat Specialist	per hour		1.00	$ 168	**$ 168**	$ 82	49%	$ 168	100%	-	$ -	$ -	$ -
4	Hourly Billing Rate: EH Aide	per hour		1.00	$ 168	**$ 168**	$ 68	41%	$ 168	100%	-	$ -	$ -	$ -
5	Hourly Billing Rate: Development Services Tech	per hour		1.00	$ 168	**$ 168**	$ 59	35%	$ 168	100%	-	$ -	$ -	$ -
6	Construction Inspections	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
7	Misc. Service Fee (to be applied to services not otherwise listed in the fee schedule)	per hour		1.00	$ 168	**$ 168**	The current hourly billing rate for individual completing the works job classification	%	$ 168	100%	-	$ -	$ -	$ -
8	Late Payment Penalty > than 90 Days						Add 50% of original fee		Add 50% of original fee					$ -
9	Late Payment Penalty > than 180 Days						Add 100% of original fee		Add 100% of original fee					$ -
new	Miscellaneous Lab Test													
	Processing Fee	per hour		1.00	$ 168	**$ 168**	new	%	$ 168	100%	-	$ -	$ -	$ -
	Plus Lab Costs			n/a	$ 168	**n/a**	Actual Cost	%	Actual Cost	%	-	$ -	$ -	$ -
new	Change Of Ownership All Categories Except Foods	Flat		1.00	$ 168	**$ 168**	new	%	$ 168	100%	-	$ -	$ -	$ -
Tattoo Parlor														
1	Tattoo Parlor: Registration / Annual Permit Fee			3.00	$ 168	**$ 504**	$ 114	23%	$ 168	33%	-	$ -	$ -	$ -
2	Tattoo Parlor: Re-inspection of Violation	per hour		1.00	$ 168	**$ 168**	$ 114	68%	$ 168	100%	-	$ -	$ -	$ -
Fees for development entitlements or services not listed will be determined on a case-by-case basis. It will be based on the fully burdened hourly rate and the time of service provided.														
TOTAL												159,980	444,696	288,511

County of Mariposa
Environmental Health Division - User Fee Study Fiscal Year 2019
Cost of Service Estimate for Fee Related Services and Activities

APPENDIX A.5

				Activity Service Cost Analysis			Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Name	Fee Type (Flat / Deposit / Hourly)	Notes	Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recommended Fee

[Notes]

[1] Set per City policy / NBS did not evaluate.

[2] WELL – Subject to a Building Dept fee of $13.50 and a Planning Dept fee of $92.50
SEPTIC – Subject to a Building Dept fee of $13.50 and a Planning Dept fee of $185

[3] Must be applied for at the same time as the 1st well.

[4] Also subject to an additional state surcharge per current law

[5] Any equipment which may cause the emission of air contaminants where an electric motor is used as the power supply shall be assessed a permit fee based on the total rated motor horsepower of all electric motors included in any article, machine, equipment, or other contrivance, in accordance with the following schedule:

[6] Any equipment which may cause the emission of air contaminants in which fuel is burned, with the exception of incinerators which are covered in Schedule 4, shall be assessed a permit fee based upon the design of the equipment expressed in British Thermal Units (BTU) per hour in accordance with the following schedule:

[7] Any equipment which many cause the emission of air contaminants which uses electrical energy, with the exception of electric motors covered in Schedule I, shall be assessed a permit fee based upon the total kilovolt ampere (KVA) ratings, in accordance with the following schedule:

[8] Any article, machine, equipment, or other contrivance which may cause the issuance of air contaminants as defined in Rule 102 of the Rules and Regulations which is not included in the preceding schedules shall be assessed a permit fee of $525

[9] Each ton (rounded to the nearest ton) for any one of the following air contaminants: gaseous sulfur compounds (expressed as sulfur dioxide), total organic gases, oxides of nitrogen (expressed as nitrogen dioxide), or particulate matter; and in excess of 10 tons per year (rounded to the nearest ton) for carbon monoxide shall be assessed a fee as set forth in the following schedule:

[10] Any person who shall set and conduct an open outdoor fire or fires for which a permit must be issued authorizing such a fire under the provisions of Mariposa County Air Pollution Control District Regulation III shall pay a permit fee in accordance with the following schedule:

[11] Fee set by state

[12] Fee set by Air Pollution Control Board rule

APPENDIX B.1

Comparative Fee Survey – Planning Department

Attachment: Mariposa_Report Final Report_10.17.19 - (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

County of Mariposa
Planning Department - User Fee Study Fiscal Year 2019
Comparison of Charges for Fee Related Activities and Services

Appendix B.1

County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Appeals								
1	Appeal to BOS (de novo)	flat	$ 970	*no comparison available*	$ 500	$ 495	$ 770	$ 164
2	Appeal to BOS (subsequent)	flat	$ 140					
3	Appeal to Planning Commission (de novo)	flat	$ 970					
4	Appeal to Planning Commission (subsequent)	flat	$ 140					
Building Plan Review								
1	Commercial/ Industrial/ Multi Family Building Permit w/ Site Plan/Conditions	flat	$ 70	*no comparison available*	*no comparison available*	$ 250	*no comparison available*	*no comparison available*
2	Minor Residential Building Permit without Site Plan	flat	$ 40			$ 99		
Design Review								
1	Major Historic /Town Area Design Review	deposit	$ 1,330	*no comparison available*	$ 1,163	$ 495	*no comparison available*	*no comparison available*
2	Minor Design Review	flat	$ 220					
3	Minor Design Review- Signs, Mechanical Equipment, Re-roof	flat	$ 220					
4	Major Design Review	flat	$ 220					
Environmental Review								
1	Categorical Exemption, Notice of Determination/ Exemption	flat	$ 230	*no comparison available*	$ 25	$ 99	*no comparison available*	*no comparison available*
new	Initial Study/ Negative Declaration/ Mitigated Negative Declaration	deposit	new	Major: $1,640 Minor: $328	Time & Material	$ 2,651	$2,772 + 101/hr - County $5,050 + 5.41% of Cost - Consultant $2,280.75 Filing Fee	$2,216.25 $3,078.25 Filing Fee
new	EIR	deposit	new	Major: $5,248 Minor: $787	$ 22,038	$ 3,490	$3,426 + $89/hr - Planning Dept $6,857 + 5.41% of Cost - Consultant $3,168 Filing Fee	$13,403 + 8.5% of Contract
General Plan/ Area Plan								
1	Area Plan Amendment, Map	deposit	$ 2,660	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
2	Area Plan Amendment, Text	deposit	$ 3,010		*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
3	General Plan Amendment, Map	deposit	$ 3,010		$ 5,050	$ 495	$ 1,658	$ 5,665
4	General Plan Amendment, Text	deposit	$ 3,770					
5	Specific Plan- Private Development Proposal	deposit	$ 3,770		*no comparison available*	$ 495	*no comparison available*	*no comparison available*
Inspection Fees								
new	Site Inspections	deposit	new	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
new	Code Enforcement Inspection	deposit	new					
new	Re-inspection Fee	deposit	new					

County of Mariposa
Planning Department - User Fee Study Fiscal Year 2019
Comparison of Charges for Fee Related Activities and Services

Appendix B.1

County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Land Conservation Act (Williamson Act)								
1	Williamson Act (Land Conservation Act) Formation/Amendments	deposit	$ 1,500	*no comparison available*	*no comparison available*	*no comparison available*	$390 - $592 depending on type	$ 468
2	Williamson Act (Land Conservation Act) Cancellation	deposit	$ 870					
3	Williamson Act (Land Conservation Act) Non-Renewal	deposit	$ 580					
Mining								
1	Surface Mining Permit- Annual Inspection Report	deposit	$ 290	*no comparison available*	$148 $615 deposit - Staff Performed	$ 495	$274 + $25/acre	$372 - $1,441 depending on type
2	Surface Mining Permit/Reclamation Plan/Revision	deposit	$ 4,640		$4,899 - Plan $2,278 - Minor Revision $4,185 - Major Revision		$2,981 + $202/acre	$ 4,496
3	Surface Mining Permit - Vested Rights Determination	deposit	$ 4,350		*no comaprison available*		*no comaprison available*	*no comaprison available*
Misc. Costs/Special Services								
1	Affected Property Owners (APO) Notifications			*no comparison available*			*no comaprison available*	
	Per Request	flat	$ 5.00		*no comaprison available*	*no comaprison available*		*no comaprison available*
	Per Name	flat	$ 0.50					
2	Public Notice	deposit	Actual Costs					
3	Fee per Vehicle Mile (site inspections)	flat, per mile	Fed Rate (currently 0.56 per mile)					
4	Pre Application Review and Report Preparation	flat	$ 400		Time & Material (First Meeting Free)			$ 1,069
5	Site Plan Review	flat	$ 230					$ 2,479
6	Similar Use/Zoning Use Permit Determination	flat	$ 270					
7	General/ Area Plan, Zoning Consistency Determination	flat	$ 270		*no comaprison available*			
8	Liquor License- Alcohol Beverage Control (ABC) Approval	flat	$ 110					
	With Board Approval	flat	new					
9	Home Based Occupation (Town Planning Areas, Fish Camp)	flat	$ 40		$ 25	$ 495		
11	Final Parcel Map/Plan Check	flat	$ 250					
12	Planning Commission Annual Subscription to Agenda and Minutes (Mailed) or can get free by signing up for "notify me" on our website	flat	$ 24				$ 31	*no comaprison available*
13	Burn Down Letter	flat	$ 29		*no comaprison available*			
14	Re-Inspection/ Investigation Report	deposit	$ 50			*no comaprison available*		
15	Special Research Requests and Other Services	deposit	$ 29					

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Planning Department - User Fee Study Fiscal Year 2019
Comparison of Charges for Fee Related Activities and Services

Appendix B.1

County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
16	Grandfathered Rights Determination	deposit	$ 520				*no comaprison available*	
new	IGR Cal Trans Preliminary Site Plan Review	deposit	new					
new	Zoning / Land Use Verification letter	flat	new		$ 25			
new	Returned Check Charge	flat	new		*no comaprison available*			
Project Permitting								
1	Administrative Use Permit (AUP)	deposit	$ 520		$ 2,037			
2	Bed & Breakfast/Transient Rental New/Change Owner (Fishcamp)	flat	$ 500					
3	Bed & Breakfast/Transient Rental New/Change Owner (Wawona, Yosemite West)	flat	$ 380		$ 429	$ 495		
3	Bed & Breakfast/Transient Rental New/Change Owner (Other locations)	flat	$ 260				$0 - $1,220 depending on type	*no comaprison available*
4	Bed & Breakfast/Transient Rental New/Change Owner (no inspection)	flat	$ 58					
5	Commercial/Industrial/Manufacturing (CIM) Plan/Amendment	deposit	$ 3,590		*no comaprison available*	*no comaprison available*		
6	Conditional Use Permit (CUP)	deposit	$ 2,140		$ 4,789	$ 495		
	Amendment	deposit	$ 2,140		*no comaprison available*			
7	Development Agreement	deposit	$ 810	*no comparison available*	Time & Material	$ 495	$3,186 + $1,000 deposit billed at $77.54/hr - Public Works & $75.57/hr - Eng	$2,514 - $7,141 Depending on Valuation
8	Road Naming/ Road Renaming (not concurrent with tentative map)	flat	$ 270		*no comaprison available*	*no comaprison available*	*no comaprison available*	*no comaprison available*
9	Planned Development (PD)/ Planned Residential Development (PRD)	flat	$ 1,680		$ 3,595		$1,571 w/Tentative Map $2,144 + $125/lot w/o Tentative Map	$2,514 - $7,141 Depending on Valuation
	Amendment	deposit	$ 1,680		*no comaprison available*	*no comaprison available*	*no comaprison available*	*no comaprison available*
new	Use Permit Determinations	flat	new					
Public Hearing / Public Notice								
1	Public Hearing, Planning Commission	flat	$ 200					
2	Public Hearing, Board of Supervisors	flat	$ 240					
3	Public Hearing, Planning Commission	flat	$ 200	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
4	Public Notice- Planning Directors Determination	flat	$ 70					

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Planning Department - User Fee Study Fiscal Year 2019
Comparison of Charges for Fee Related Activities and Services

Appendix B.1

County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Scanning/ Printing/ Reproduction								
1	Document Conversion A	flat	$ 50.00	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
2	Document Conversion B	flat	$ 25.00					
3	Document Conversion C	flat	$ 15.00					
4	Document Conversion D	flat	$ 5.00					
5	Plan Publication	flat	Actual Cost					
6	Pre-Printed Documents	flat	Material Cost + 10%					
7	Map Reproduction- DVD	flat	$ 50.00					
8	Map Reproduction- 18"x26" - 1st sheet	flat	$ 18.00					
9	Map Reproduction- 18"x26" - each add'l sheet	flat	$ 6.00					
10	Map Reproduction- 24"x26" - 1st sheet	flat	$ 18.50					
11	Map Reproduction- 24"x26" - each add'l sheet	flat	$ 6.50					
12	Map Reproduction- 30"x42" - 1st sheet	flat	$ 19.00					
13	Map Reproduction- 30"x42" - each add'l sheet	flat	$ 7.00					
14	Black & White Photo Copying, 1st page	flat	$ 0.30					
15	Black & White Photo Copying, each add'l page	flat	$ 0.20					
16	Black & White Photo Copying, Assessors Parcel Maps	flat	$ 1.00					
17	Color Photo Copying, 8.5" x 11"	flat, per side	$ 0.40					
18	Color Photo Copying, 11" x 17"	flat, per side	$ 0.40					
19	Multi Media Reproduction	flat	Actual Cost					
Subdivision & Parcel Configuration								
1	Cert of Compliance (Land Conservation Act Parcels)	deposit	$ 1,390	*no comparison available*	*no comparison available*	$ 495	$ 1,009	*no comparison available*
2	Cert of Compliance (Conditional)	deposit	$ 980					
3	Cert of Compliance (Non- LCA Parcels)	flat	$ 270					
4	Cert of Development	flat	$ 300			*no comparison available*	*no comparison available*	
5	Lot Line Adjustment (non- LCA Parcels)	flat	$ 600		$ 106	$ 495	$1,120 + $62/lot	
5	Lot Line Adjustment (Land Conservation Act Parcels)	deposit	$ 810					
6	Parcel Merger	flat	$ 210		*no comparison available*	$ 495	$ 202	
7	Subdivision Improvement Agreement	flat	$ 230			*no comparison available*	*no comparison available*	

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Comparison of Charges for Fee Related Activities and Services

Appendix B.1

County of Mariposa				Comparative Agencies				
Fee No.	**Fee Description**	**Fee Type / Unit**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
8	Tentative Subdivision Map for 5+ parcels (Major Subdivision or Amendment for Major Subdivision)	deposit	$ 2,720	$ 2,493	$13,528 - 0-150 Lots $14,048 - 151-500 Lots $14,048 - Each addt'l 200	$ 495	$2,010 + $409/lot $1,082 + $50/map - by Certificate of Correction $1,233 + $50/map - by Amendment of Recorded Map	$7,371 + $63/lot - with Public Sewer $7,341 + $179/lot - with Private Sewer
	Amendment	deposit	$ 2,720	*no comparison available*				
9	Tentative Land Division (LDA) inside Mariposa Town Planning Area (Minor Subdivision 4 lots + remainder or less)	deposit	$ 1,450					
	Amendment	deposit	$ 1,450					
10	Tentative Land Division (LDA) outside Mariposa Town Planning Area (Minor Subdivision 4 lots + remainder or less)	deposit	$ 1,850					
	Amendment	deposit	$ 1,850					
11	Time Extension (Subdivision, LDA and CUP)	flat	$ 180		$919 - Administrative $1,091 - Planning Commission	$ 495	$ 386	*no comparison available*
Vacation Rental Permits								
new	Self-Inspection Form Processing Fee	deposit	new	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
new	Vacation Rentals Inspections	deposit	new					
Zoning								
1	Timber Preserve Zone (TPZ)/ Timber Exclusive Zone (TEZ)	deposit	$ 1,330	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
2	Timber Preserve Zone (TPZ) Withdrawal	deposit	$ 1,790					
3	Variance	deposit	$ 1,680		$ 3,199	$ 495	$ 1,167	$ 2,072
4	Zoning Amendment, Map	deposit	$ 1,850		$ 5,492	*no comparison available*	$ 1,320	$2,221 - $5323 depending on type
5	Zoning Amendment, Text	deposit	$ 2,660					

G.1.c

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APPENDIX B.2

Comparative Fee Survey – Building Department

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County of Mariposa
Building Department - User Fee Study Fiscal Year 2019
Comparison of Charges for Fee Related Activities and Services

Appendix B.2

County of Mariposa			Comparative Agencies				
Fee No.	**Fee Description**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
1	**New Commercial Retail, trades included, 20,000 s.f. $1,400,000 valuation**						
	a. Plan Check Fee	$ 5,125	$ 16,496	*no comparison available*	$ 19,469	$ 6,890	$ 6,062
	b. Building Permit/Inspection Fee	$ 7,960				$ 10,900	$ 9,326
2	**Commercial Tenant Improvement, non-structural, 2,500 s.f. $150,000 valuation**						
	a. Plan Check Fee	$ 951	$ 2,062	*no comparison available*	$ 2,434	$ 1,400	$ 1,459
	b. Building Permit/Inspection Fee	$ 1,539				$ 2,163	$ 2,245
3	**New Custom Single Family Dwelling, 3,000 s.f. $400,000 valuation**						
	a. Plan Check Fee	$ 1,996	$ 2,690	*no comparison available*	$ 2,920	$ 2,850	$ 2,850
	b. Building Permit/Inspection Fee	$ 3,142				$ 4,410	$ 5,700
4	**Residential Addition, 450 s.f. $75,000 valuation**						
	a. Plan Check Fee	$ 611	$ 849	*no comparison available*	$ 438	$ 428	$ 870
	b. Building Permit/Inspection Fee	$ 972				$ 662	$ 1,739
5	**Residential Remodel (typical kitchen or bathroom project), 200 s.f. $15,000 valuation**						
	a. Plan Check Fee	$ 17	$ 377	*no comparison available*	$ 195	$ 38	Over Counter: $341.50 + $48.50/trade over 1 Online: $363
	b. Building Permit/Inspection Fee	$ 59				$ 59	w/Plan Review: $670.75 + $48.50/trade over 1

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Building Department - User Fee Study Fiscal Year 2019
Comparison of Charges for Fee Related Activities and Services

Appendix B.2

County of Mariposa			Comparative Agencies				
Fee No.	**Fee Description**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
6	**Re-roof Permit**						
	a. Plan Check Fee	$ 122.00	$ 108	*no comparison available*	*no comparison available*	$ 166	$411.75 + $97/insp over 1
	b. Building Permit/Inspection Fee						
7	**Window / Door Replacement**						
	a. Plan Check Fee	$ 122.00	$ 108	*no comparison available*	*no comparison available*	$ 166	$411.75 + $97/insp over 1
	b. Building Permit/Inspection Fee						
8	**Water Heater Permit**						
	a. Plan Check Fee	$ 122.00	$ 108	*no comparison available*	*no comparison available*	$ 166	$100 + $97/insp over 1
	b. Building Permit/Inspection Fee						
9	**Electrical Service Upgrade Permit**						
	a. Plan Check Fee	$ 122.00	$ 108	*no comparison available*	*no comparison available*	$ 166	$411.75 + $97/insp over 1
	b. Building Permit/Inspection Fee						
10	**HVAC Permit**						
	a. Plan Check Fee	$ 122.00	$ 108	*no comparison available*	*no comparison available*	$ 166	$411.75 + $97/insp over 1
	b. Building Permit/Inspection Fee						
11	**Fully burdened hourly rate**	$ 61.00	$ 108	*no comparison available*	$ 99	$ 147	$ 97

APPENDIX B.3

Comparative Fee Survey – Public Works Department – Engineering Division

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County of Mariposa
Public Works Department - User Fee Study Fiscal Year 2018
Comparison of Charges for Fee Related Activities and Services

Appendix B.3

County of Mariposa				Comparative Agencies				
Fee No.	**Fee Description**	**Fee Type / Unit**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
Public Works Application or Permit								
1	Improvements- Plan Check	deposit	3% of construction cost	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*PC + Inspection = Valuation of $0 - $50,000: Fee of 8% of valuation $50,001 - $100,000: $4,345 + 5.75% of valuation over $50K*
2	Improvements- Inspection	deposit	3% of construction cost	*no comparison available*	*no comparison available*	*no comparison available*	$250 + $5,000 Deposit billed at $75.57/hour	*$100,001 - $250,000: $7,663 + 3.5% of valuation over $100K $250,001 - $500,000: $13,657 + 2.5% of valuation over $250K $500,000+ : $20,485 + 1.25% of valuation over $500K*
3	Final/ Parcel Map Per Application	deposit	$ 500	$1,500 Deposit	*no comparison available*	$ 495	Parcel Map: $1,128 Per Parcel: $95 Subdivision Map Check: $2,364 Per Lot: $75	*no comparison available*
	Per lot > 5	deposit	$ 25	*no comparison available*				
5	Road/Easement Dedication	per project	$ 200	*no comparison available*	*no comparison available*	$ 618	*no comparison available*	*no comparison available*
6	Road/Easement Vacation/Abandonment	per project	$ 400					
7	Encroachment Permit							
	Private Driveway	per year	$ 140	$ 625	*no comparison available*	$132 / hr	$ 151	$ 431
	Installation of Utilities	per year	$ 140	$ Per Ordinance #1704			*no comparison available*	$ 429
	Other Minor Encroachment Permit Requests	per year	$ 140	*no comparison available*				$ 431
8	Encroachment Permit, Extension 6 months	each	$ 50	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
9	Encroachment Permit, Deferment	each	$ 50					
10	Corner Record - State Filing Fee	each	$ 8	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
11	Record of Survey Review (Includes 2 reviews)	flat	$ 100	*no comparison available*	*no comparison available*	$132 / hr	$ 507	*no comparison available*
	3rd and Subsequent Review	per review	new					
12	Monument Preservation Fee	per monument set	$ 1	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
13	Zone of Benefit or C.S.A. Formation Processing Fee							
	With Construction	flat	1% of construction cost + State publication	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
	Without Construction	deposit	1% of construction cost + State publication	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*

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Comparison of Charges for Fee Related Activities and Services

Appendix B.3

County of Mariposa				Comparative Agencies				
Fee No.	**Fee Description**	**Fee Type / Unit**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
14	Traffic Control Plan Review	deposit	new	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
15	Traffic Study Review	deposit	new	$ 6,380	*no comparison available*	*no comparison available*	*no comparison available*	*Level 1 - minimal review: $896* *Level 2 - moderate review: $1,684* *Level 3 - maximum review: $6,218*
16	Special Events Application Fee							
	Alcohol Event	deposit	new	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	501© Organizations: $0 Non-501© Organizations: $392
	Non-Alcohol Event	deposit	new					
	Assemblage Permit Sign-Off	each	new					
	Support of Actual Event	hourly	new					
17	Engineering Review of Special Studies							
	Processing Fee	flat	new	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
	Contractor Costs	actual cost	new					
Miscellaneous Fees								
1	Public Notice - See Planning Fees		$78 + Publication Costs	*no comparison available*	*no comparison available*	*no comparison available*	Large Copies (18x24 or 24x36): $4.60 first copy $2.20 additional copies	*no comparison available*
2	Improvement Standards	each time	$ 15					
3	Fee per Vehicle Mile	per mile	Fed Rate (currently 0.56 per mile)					
4	Map Reproduction- DVD or Flash Drive	flat	$ 50					
5	Map Reproduction- Plotted 8.5"x 11" - 1st sheet	flat	$ 18					
6	Map Reproduction- Plotted 8.5"x 11" - each add'l sheet	flat	$ 6					
7	Map Reproduction- Plotted 11"x17" - 1st sheet	flat	$ 19					
8	Map Reproduction- Plotted 11"x17" - each add'l sheet	flat	$ 7					
9	Map Reproduction- Plotted 24"x26" - 1st sheet	flat	$ 19.00					
10	Map Reproduction- Plotted 24"x26" - each add'l sheet	flat	$ 7.00					
new	Document Reproduction Costs for Improvement Standards, Roads lists, etc.	flat	Available on					
new	After Hours Call Out (minimum 3 hours)	hourly	new					

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APPENDIX B.4

Comparative Fee Survey – Public Works Department – Airport Operations

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Appendix B.4

County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Tiedowns								
1	Reserved Tiedown	per month	$ 31	*no comparison available*	*no comparison available*	Daily: $5 /day Monthly: $50 /month	*no comparison available*	Resident Singles: $50.50 /month Resident Twins: $62.50/month Resident Helicopters: $50.50 /month Transient Singles (fixed wing or helicopter): $ 5.00 /night Transient Twins (fixed wing or helicopter): $10.00 /night
2	Transient Tiedown	per night	$ 5					
3	Transient Commercial Tiedown	per night	n/a					
4	Dirt Tiedown, north side	per month	$ 21					
5	Helipads	per month	$ 52					
Ground Lease Fees								
1	Metal hanger, south side (Hanger 44)	per month	$ 64	*no comparison available*	*no comparison available*	Bryant Field Bldg Rental: $100 Parking Fees: $50 /year	*no comparison available*	Private / Corporate / Hangar Pads: Based on size of hangar
2	Metal "T" hangar, south side (Hanger 42, 43)	per month	$ 37					
3	Metal "T" hangar, south side (Hanger 36, 37)	per month	$ 46					
4	Metal hanger, south side (Hanger 38)	per month	$ 51					
5	Wood hanger, north side (Hanger 7, 8)	per month	$ 29					
6	New hanger, south side (Hanger 48, 49, 51, 52)	per month	$ 37					
7	New hanger, south side (Hanger 56)	per month	$ 54					
8	New hanger, south side (Hanger 53, 54, 55)	per month	$ 78					

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Comparison of Charges for Fee Related Activities and Services

Appendix B.4

County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Hangar Rentals								
1	Old metal hangar, northside (Hanger 1, 2, 3, 4)	per month	$ 89	*no comparison available*	*no comparison available*	$0.06/sq.ft./mo	*no comparison available*	Hangar Rows A,B,C,D,E: $148.50/month Hangar Rows F,G: $211.50/month Hangar Row J : $247.50/month Hangar Row I: $693.75/month Large Hangar: $371.75/month Executive Box Hangars: $693.75/month (Pine Mountain Lake Airport) Hangar 1 and 2: $397. 25/month Hangar 3 , 4 and 5: $381.00/month
2	1996 Metal "T" hangars (21-23, 26-28, 31, 34, 39, 40, 50)	per month	$ 163					
3	County Hangar #50 (hangar 50)	per month	$ 265					
4	2001 Nested metal "T" hangars (58 thru 71)	per month	$ 181					
5	Storage hangars (57, 72)	per month	$ 89					
new	Commercial Landing Fee	per landing	n/a	*no comparison*	*no comparison*	*no comparison*	*no comparison*	$1.18 / 1,000 lbs
new	Recreational Aircraft Landing Fee	per landing	No fee	*no comparison*	*no comparison*	*no comparison*	*no comparison*	

APPENDIX B.5

Comparative Fee Survey – Health and Human Services Agency – Environmental Health Division

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Appendix B.5

County of Mariposa				Comparative Agencies				
Fee No.	**Fee Description**	**Fee Type / Unit**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
Planning and Building Referrals								
1	Pre-Application Review/Report Consultation	per hour	$ 114	$ 120	$ 140	*no comparison available*	$ 123	$ 107
2	Application Review & Inspection (not listed)	per hour	$ 114	$ 120			$ 123	$ 107
Food Facility Inspection Program								
1	Annual Permit: Food Prep- Small (up to 100 seats)		$ 228	$182-$277 depending on size	$ 401		$ 193	<50 - $282
2	Annual Permit: Food Prep Large (more than 100 seats)		$ 456	$ 381	$ 401	*no comparison available*	$ 294	>50 - $375
3	Annual Permit: Food Prep. Incidental		$ 86	$ 69	$ 134		$ 92	*no comparison available*
4	Annual Permit: Store Pre-packaged- Less than 25 sq. ft.		$ -	*no comparison available*	Exempt		$ 92	
5	Annual Permit: Market Small (up to 7,500 SF)		$ 114		$ 401	$ 203	$ 193	
6	Annual Permit: Market Large (more than 7,500 SF)		$ 228	Retail Market <1,000 sq.ft. - $173	$ 401		$ 294	Retail Market <2,500 sq.ft. - $219
7	Annual Permit: Deli added to Market		$ 114		$ 134			
	Market Fee		Actual Cost	1,000-5,000 sq.ft. - $312	$ 401			2,501-4,000 sq.ft. - $327
8	Annual Permit: Bakery added to Market		$ 114	$5,000+ sq. ft. - $416	$ 134			>4,001 sq.ft. - $510
	Market Fee		Actual Cost		$ 401	*no comparison available*	*no comparison available*	
9	Annual Permit: Incidental Food Prep added to Mkt/Bar		$ 57	$ 69	$ 134			
	Market/Bar Fee		Actual Cost					*no comparison available*
10	Annual Permit: Mini-Mart < 500 Sq. Ft. added to Food Prep.		$ 57	$ 69	$ 134			
	Food Prep fee		Actual Cost					
11	Annual Permit – Ag Homestay Full Prep.		$ 228	*no comparison available*	$ 267			
12	Annual Permit: B & B- Full Prep		$ 228	$ 174	$ 267			$ 231
13	Annual Permit: B & B- Pre-Packaged		$ 171		$ 177		$ 92	
14	Annual Permit: Bar Only		$ 171	$ 145	$ 267	$ 162	$ 92	
15	Annual Permit: Bar in Food Facility		$ 86	$ 69	$ 134	*no comparison available*	*no comparison available*	*no comparison available*
16	Annual Permit: Bakery		$ 171	$270-$302 depending on size	$ 318	$243-324 depending on size		

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Appendix B.5

County of Mariposa				Comparative Agencies				
Fee No.	**Fee Description**	**Fee Type / Unit**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
17	Annual Permit: Mobile Food Prep		$ 171	$ 173	$ 267		$ 112	$ 231
18	Annual Permit: Food Cart		$ 86	*no comparison available*	$ 267		$ 61	$ 231
19	Annual Permit: Food Delivery Truck		$ 57	*no comparison available*		*no comparison available*	$ 61	*no comparison available*
20	Annual Permit: Cafeteria School		$ 228	Private/Public School - $213-$277	$ 148		*no comparison available*	$ 205
21	Annual Permit: Satellite Cafeteria		$ 171	Private/Public School - $144-$208	$ 148		$ 74	*no comparison available*
22	Annual Permit: Cafeteria Non-School		$ 456	*no comparison available*	$ 148		*no comparison available*	
23	Registration Fee (one time): Class A Cottage Foods		$ 57	$ 57	$ 127	$ 10	$ 29	$ 129
24	Annual Permit: Class B Cottage Foods		$ 171	$ 147	$ 267	$ 20	$ 94	$ 204
25	Special Events: Annual Permit		$ 114	$ 104	$ 89	*no comparison*		
26	Special Events: Single Multi-Day Event for Profit		$ 57	Single Event: $41	$ 89		$ 79	*no comparison available*
27	Special Events: Single Multi-Day Event for Non Profit		$ 28		$ 89			
28	Special Events: Single Multi-Day Event Veteran Exemption		$ -	Annual: $104	exempt			
29	New Facility: Plan Check and Inspection	per hour	$ 114	$ 120	$ 534		$118-$318 depending on size	$ 214
30	Re-Inspection	per hour	$ 114	*no comparison available*	*$ 140*		$ 121	$ 107
31	Annual Food Permit –Veteran Exempt		$ -	*no comparison available*	exempt			*no comparison available*
32	Bi-Annual Food Permit – Veteran Exempt		$ -	*no comparison available*	exempt			
new	Catering On-Site Prep	Flat	new	$ 74	$ 134	*no comparison available*		$ 231
new	Catering Off-Site Prep	Flat	new	$ 173	$ 134			$ 231
new	Community Kitchen	Flat	new	*no comparison available*	*no comparison available*		*no comparison available*	*no comparison available*
new	Charitable Feeding No Feed Prep - Registration Only	Flat	new					
new	Charitable Feeding With Food Prep	Flat	new					
new	1 Day Special Event For Profit	Flat	new		$89. Hourly rate charged if 1 Hour exceeded			
new	1 Day Special Event For Non-Profit	Flat	new					
new	Annual Special Event For Profit	Flat	new					
new	Annual Special Event For Non-Profit	Flat	new					
new	Event Coordinator	Flat	new	$ 112	*no comparison available*	$ 122		No Charge
new	Food Facility Construction / Opening Inspection	per hour	new	*no comparison available*	*no comparison available*	*no comparison available*		*no comparison available*

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Appendix B.5

County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Water Program								
1	Plan Check - Public Water System	per hour	$ 114	$360 deposit	$ 1,175	no comparison available	*no comparison available*	$ 107
2	Permit - Small Water System		$ 342	$ 182	$ 613			$ 356
3	Permit New Public Water System		$ 570	$248-$1,109 depending on type and size	725 - 764			$ 221
4	Permit New Well, Public		$ 300		$ 534		$ 481	$ 812
5	Public Well Seal Inspection/ Destruction	per hour	$ 300					*no comparison*
6	Permit New Well, Private		$ 300	$ 292	$ 534			$ 812
7	Permit, Additional Well, Private		$ 300		$ 534			*no comparison available*
8	Permit - Repeat Well Siting (relocation)	per hour	$ 300		$ 140			
9	Permit - Well Deepening		$ 300	$ 146	$ 267		*no comparison available*	$ 359
10	Re-Inspection	per hour	$ 300	$ 120	$ 140			$ 107
11	Permit - New Monitoring well (each)		$ 300	$ 220	490 per parcel		$ 307	$ 482
12	Sample Testing - Bacteriological Water	per hour	$ 300	At Cost	*no comparison available*		*no comparison available*	*no comparison available*
	Plus Lab Costs		Actual Cost					
13	Sample Testing - Other	per hour	$ 300					
	Plus Lab Costs		Actual Cost					
Liquid Waste Program								
1	Plan Check - Septic/ Special Design	per hour	$ 114	$312 deposit	189 +140/hr after 2 hr	no comparison available	*no comparison available*	$ 107
2	Permit - Septic System, New or Repair		$ 471	$218-$260 depending on type	$ 914		$294-$546 depending on type	$ 766
3	Permit - Minor Septic Repair (replace tank, pipe, pump)	per hour	$ 114	$ 124	$ 231		*no comparison available*	$ 322
4	Repeat Final Inspection	per hour	$ 114	$ 120	$ 231		$ 117	$ 107
5	Annual Permit - Septic Pumper		$ 57	$ 195	$ 267		$ 62	$ 195
Pools and Spas								
1	Annual Permit - Pool Operations	per pool	$ 228	$ 156	$ 335	no comparison available	$ 219	$ 530
2	Annual Permit - Spa Operations	per spa	$ 171	$ 139	$ 335		$ 218	$ 530
3	Plan Check	per hour	$ 114	Private Pool: per hour Public Pool: $360 deposit	$ 668		$ 397	$ 321
4	Re-Inspection	per hour	$ 114	$ 120	*no comparison available*		*no comparison available*	$ 107

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County of Mariposa				Comparative Agencies				
Fee No.	**Fee Description**	**Fee Type / Unit**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
Underground Storage Tank Installation and Removal								
1	Installation Permit	per tank	$ 810	*no comparison available*	$ 739	*no comparison available*	$ 337	*no comparison available*
2	Closer Permit	per tank	$ 456	$ 373	$ 267		Temp-Perm: $195-$291	
3	Site Evaluation	per hour	$ 114	*no comparison available*	*no comparison available*		*no comparison available*	
4	Spill Evaluation	per hour	$ 114					
new	Repairs/ Modification						$ 215	
	Minor		new	*no comparison available*				
	Major		new					
CUPA								
1	Hazardous Materials Business Plan	per business	$ 199	$159-$497 depending on size	$68 - $534	*no comparison available*	$ 228	$ 195
2	Hazardous Waste Generators: Incidental		$ 41	$104-$386 depending on size	$ 59		$23-$141 depending on size	$187-192 depending on size + $49 State Surcharge
3	Hazardous Waste Generators: Routine		$ 246		$59 - $401			
4	Underground Tanks	per tank	$ 246	$ 269	$ 387		$ 177	*no comparison available*
5	Above-Ground Tanks: 1,320 - 9,999 Gallons	per tank	$ 246	Self Engineered: $163	$ 125	$ 81	$ 93	<10,000: $162 >10,000: $179
6	Above-Ground Tanks: 10,000 or more Gallons	per tank	$ 410	Engineered: $347	$ 141	$ 324		State Surcharge: $26 (one charge, not by tank)
7	CalARP	per site	$ 352	$ 312	$ 140	$ 270	$ 340	$ 491
8	Plan Check	per hour	$ 114	$1,000 deposit	$ 784	$ 405	$ 337	$ 1,822
9	Re-inspection	per hour	$ 114	$ 120	$ 140	$ 243	*no comparison available*	$ 107

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County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Air Pollution								
1	Authority to Construct Application Fee		$ 100	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
2	Authority to Construct Engineering Evaluation		Actual Consultant Cost					
3	Re-inspection	per hour	$ 114	$ 120				
Schedule I Electric Motor Horsepower								
1	Horsepower							
	Less than 50		$ 55	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
	50 or greater but less than 100		$ 110					
	100 or greater but less than 200		$ 165					
	200 or greater but less than 300		$ 220					
	300 or greater but less than 400		$ 275					
	400 or greater but less than 500		$ 330					
	500 or greater but less than 600		$ 385					
	600 or greater		$ 440					
Schedule II Fuel Burning Equipment								
1	BTU Per Hour							
	Less than1,500,000		$ 55	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
	Annual Fee	per year	$ 14					
	1,500,000 or greater but less than 5,000,000		$ 165					
	Annual Fee	per year	$ 41					
	5,000,000 or greater but less than 15,000,000		$ 220					
	Annual Fee	per year	$ 55					
	15,000,000 or greater but less than 50,000,000		$ 385					
	50,000,000 or greater but less than 100,000,000		$ 660					
	100,000,000 or greater but less than 200,000,000		$ 990					
	200,000,000 or greater		$ 1,265					

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County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Schedule III Electrical Energy Schedule								
1	Kilovolt Amperes							
	Less than 50		$ 55	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
	150 or greater but less than 450		$ 110					
	450 or greater but less than 4,500		$ 165					
	4,500 or greater but less than 14,500		$ 220					
	14,500 or greater but less than 45,000		$ 275					
	45,000 or greater		$ 330					
2	Gallons							
	Less than 40,000		$ 55	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
	40,000 or greater but less than 100,000		$ 110					
	100,00 or greater but less than 400,000		$ 165					
	400,000 or greater but less than 1,000,000		$ 220					
	1,000,000 or greater but less than 1,500,000		$ 275					
	1,500,000 or greater		$ 330					
Schedule VI - Gasoline Fueling Equipment Schedule								
1	Gasoline Dispensing Facility, Annual Permit		$ 228	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
2	Gasoline Dispensing Facility, Annual Permit	per nozzle	$ 38					
Schedule VII Miscellaneous Schedule								
1	Backup Generator Annual Renewal Fee		$ 131	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
2	Misc. Annual Air Renewal Fee		$ 131					
Schedule VIII Emission Fee Schedule								
1	Air Contaminant	per ton	$ 20	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
2	Organic gases	per ton	$ 4					
3	Carbon monoxide	per ton	$ 8					
4	Oxides of nitrogen (expressed as nitrogen dioxide)	per ton	$ 48					
5	Gaseous sulfur compounds (expressed as sulfur dioxide)	per ton	$ 33					
6	Particulate matter	per ton	$ -					

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County of Mariposa				Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Amador	Calaveras	Mono	Plumas	Tuolumne
Schedule IX Open Burning								
3	Burn Permit: Rule 306- Agricultural Burning		$ 25	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*	*no comparison available*
4	Burn Permit: Rule 307 – Prescribed Fire		$ 175					
	Per Acre	per acre	$ 2					
5	Burn Permit: Rule 308.2a- Land Development Clearing		$ 175					
6	Burn Permit: Rule 308.2b- Ditch/ Road Maintenance		$ 25					
7	Burn Permit: Rule 308.2c – Hazard Reduction (Residential Piles beyond Calfire 100' requirement)		$ 25					
8	Burn Permit: Exception to Burn Prohibition		$ 175					
9	Burn Permit: After Notice of Violation for burning without a permit		Double regular permit fee					
Solid Waste								
1	Landfill - Annual Permit and Inspection (inspected monthly)	per year	$ 1,200	$ 2,976	$140 per hour	*no comparison available*	*no comparison available*	$ 4,959
2	Transfer Station - Annual Inspections		Included above	$ 1,248				$ 2,908
3	Solid Waste Vehicle - Annual		$ 57	$ 69				$ 248
4	Re-Inspections	per hour	$ 114	$ 120				$ 107
new	State Permit Review		new					*no comparison available*

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County of Mariposa				Comparative Agencies				
Fee No.	**Fee Description**	**Fee Type / Unit**	**Current Fee**	**Amador**	**Calaveras**	**Mono**	**Plumas**	**Tuolumne**
Other								
1	Researching Public Records	per hour	$ 114	$ 120	no comparison available	*no comparison available*	*no comparison available*	*no comparison available*
2	Hourly Billing Rate: REHS	per hour	$ 114	$ 120	140 per hr			
3	Hourly Billing Rate: HAZ Mat Specialist	per hour	$ 82	*no comparison available*	140 per hr			
4	Hourly Billing Rate: EH Aide	per hour	$ 68		140 per hr			
5	Hourly Billing Rate: Development Services Tech	per hour	$ 59		140 per hr			
6	Construction Inspections	per hour	$ 114	$ 120	140 per hr			
7	Misc. Service Fee (to be applied to services not otherwise listed in the fee schedule)		The current hourly billing rate for individual completing the works job classification	*no comparison available*	140 per hr			
8	Late Payment Penalty > than 90 Days		Add 50% of original fee	20% of Outstanding Amount	*10% to Double annual*			
9	Late Payment Penalty > than 180 Days		Add 100% of original fee	40% of Outstanding Amount				
new	Miscellaneous Lab Test							
	Processing Fee		new	*no comparison available*	*$ 140*			
	Plus Lab Costs		Actual Cost					
Tattoo Parlor								
1	Tattoo Parlor: Registration / Annual Permit Fee		$ 114	$ 173	$ 267	*no comparison available*	Permit: $178 Plan Check: $238	Reg: $104 Annual: $266
2	Tattoo Parlor: Re-inspection of Violation		$ 114	$ 120	*no comparison available*		*no comparison available*	$ 107

APPENDIX C

Collections Process Study

MARIPOSA COUNTY
FEE COLLECTION PRACTICES AND RECOMMENDATIONS

FINAL REPORT

MANAGEMENT ADVISORY SERVICES
371 NEVADA STREET, SUITE 4882
AUBURN CALIFORNIA 95604
530-878-9100

SEPTEMBER 2018

Attachment: Mariposa_Report Final Report_10.17.19 - (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

MARIPOSA COUNTY
FEE COLLECTION PRACTICES AND RECOMMENDATIONS

FINAL REPORT – SEPTEMBER 2018

MANAGEMENT ADVISORY SERVICES
NBS

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MARIPOSA COUNTY
FEE COLLECTION PRACTICES AND RECOMMENDATIONS

FINAL REPORT – SEPTEMBER 2018

MANAGEMENT ADVISORY SERVICES
NBS

I. BACKGROUND

As part of a comprehensive fee study being conducted by NBS for Mariposa County, Management Advisory Services (MAS) conducted an assessment of the County's practices and procedures regarding deposits received from applicants for development services, charges against those deposits, and collection of outstanding amounts to recover the full cost of County staff time devoted to processing development permits and applications. This Report identifies the current practices and procedures and offers recommendations to improve the efficiency and the collection of full costs for County services.

The assessment included interviews with staff from the Planning Department, Environmental Health, Public Works Department, Building Department and Auditor's Office. MAS also received and reviewed available documents, including fee schedules, permit applications, project cost accounting sheets, correspondence with applicants and other documents. A Draft Report was sent to County staff for review and comments, and this Final Report reflects comments received.

The assessment addresses County services provided on a "time-and materials" basis, as opposed to services provided under a fixed fee arrangement.

An assessment of this nature tends to focus on and recommend areas of improvement, rather than on practices that work well. During the assessment, we found that County staff is diligent in its efforts to recover County costs related to deposit-based fees and charges for hourly-based services.

The recommendations in this Report are based on the valuable input from County staff and our experience working with other high performing public agencies. Efficiency and ensuring full recovery of County costs could be improved through implementation of policies, procedures, enhanced software and other recommendations contained in this Report.

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II. CURRENT PRACTICES

II.1 Countywide

The County adopted a fee schedule in 2011, based on a 2010 User Fee Update Summary Report ("2010 Summary Report"). While prescribed (fixed) fees and fees based on construction values were adopted for most County services, the 2010 Summary Report also recommended (and the County approved) certain services to be provided on a time and materials or hourly basis, often with a deposit based on the estimated cost of providing services.

The 2010 Summary Report also calculated "fully burdened" hourly rates, including salary, benefits, non-personnel direct costs and overhead costs.

Extent of Deposit-Based Services

Among County departments, the Planning Department has the highest use of deposit-based fees, followed by the Public Works Department. Environmental Health provides some services on an hourly basis, without deposits. The Building Department does not provide deposit or hourly-based services, except for occasional third-party vendor services.

Deposit Amounts and Charges Against Deposits

When deposits are required, they are generally based on the fee schedule adopted in 2011 and have not been adjusted since 2011. Some charges are based on personnel costs and hourly rates established in 2011, and some charges are based on more current personnel costs.

Because some costs have changed in the past several years, and processing applications has become more complicated in some cases, current initial deposits are often not sufficient to fully cover County costs.

Only the department that collects a deposit from an applicant can charge costs against that deposit. Other departments working on an application cannot charge costs against another department's deposit.

Suspending Work Due to Overdue Deposits

The County does not have a policy or procedure for suspending work on applications or permits when costs have exceeded deposits and additional deposits have not been submitted by the applicant, or when invoices for services have not been paid.

Tracking and Cost Accounting for Staff Time

The is no Countywide system for tracking and accounting for staff costs incurred on development applications. Individual departments utilize their own standalone systems and software applications.

Accounting for Deposits and Charges Against Deposits

Deposits are recorded as revenue in the County general ledger system. At the end of a fiscal year, the deposit and revenue "go away" as the books are closed. Costs are recorded as expenditures, and accumulated costs also "go away" at the end of a fiscal year. More appropriate accounting procedures would record the deposit as a liability (reflecting the fact that the County "owes" services to the applicant, or absent providing those services, the County owes the deposit back to the applicant) and would record the costs related to processing the applications as reductions in the deposit/liability.

Because deposits are not recorded as liabilities, a refund must be recorded as an expense. More appropriate accounting procedures would record a refund as a reduction of a liability, not as an expense.

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Reports
The current practice of recording deposits as revenue and costs as expenditures prevents the County general ledger system from producing a report that shows the remaining deposit amount within a fiscal year. As well, this practice does not allow the general ledger system to report remaining deposit balances on applications that require staff work over multiple years.

Invoices for costs incurred on an hourly basis are not entered into the County general ledger system, so accounts receivable "aging" reports are not available.

Waivers
The County does not have a policy or written procedures authorizing a waiver of costs or overdue deposits or invoices.

Written Policies and Procedures
The County does not have a policy or written procedures setting forth guidelines for deposit-based services, including requirements for a written agreement with the applicant, requirements for additional deposits, suspending work when costs exceed deposits, waiving costs or overdue payments, and other procedures.

Permit Software
The County utilizes HTE software for general ledger purposes. The HTE system does have permitting modules, which are not either fully capable of, or fully utilized for integrated cost accounting for deposit-based fees.

II.2 Planning Department

Extent of Deposit-Based Services
The Planning Department has the most deposit-based services among County departments. The Planning Department may consider transitioning some of its services to fixed fees in the fee study currently being prepared by NBS.

Deposit Amounts and Charges Against Deposits
Deposit amounts are based on the 2010 Summary Report. Deposit amounts have not been updated since approval in 2011.

Charges against deposits are $58 per hour, except for the Director and Deputy Director, for whom the charge is $114 per hour. All hourly rates are based on the amounts calculated in the 2010 Summary Report. Hourly staff rates have not been updated since 2010.

Deposit Agreement
MAS reviewed the Planning Department's "Conditional Use Permit General Information and Application" packet. An attachment to the packet entitled "Required Materials and Items for a Complete Conditional Use Permit Application" includes a section on deposits. It identifies the hourly rates, describes the circumstances under which the deposit may be required to be increased, and states that if costs exceed the initial deposit, processing of the application will be suspended until payment of an additional deposit is received. Staff indicates that all applications requiring a deposit have the same language, although other applications were not reviewed by MAS.

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The deposit language in the Conditional Use Permit General Information and Application packet does not appear to be part of a contractual "agreement" between the County and the applicant. County staff noted that a few large-scale development projects, typically requiring an EIR, are subject to a "Trust Budget Account" agreement between the County and the applicant, which is approved by the Board of Supervisors.

The Planning Department does not otherwise enter into a written agreement with an applicant specifically addressing additional deposits when costs exceed the initial deposit, suspension of work when additional deposits are not received, or other contractual matters.

Suspending Work Due to Overdue Deposits

While the Conditional Use Permit General Information and Application indicates that processing may be suspended if an additional deposit is not received when costs have exceeded the initial deposit, staff indicates that some applications may continue to be processed, with payment required before a final map is issued (for projects requiring a final map).

Collecting Additional Deposits

An assigned planner is responsible for notifying the applicant if the deposit balance falls below 20% of the initial deposit and calculating balances due or refunds due at the conclusion of processing the application. The request for an additional deposit includes a detailed listing of charges against the deposit and back-up documentation.

Tracking and Cost Accounting for Staff Time

An Excel "Project Cost Accounting Sheet" is used to track hours expended on deposit-based applications. Each assigned planner is responsible for tracking hours. This tracking system is separate from and not integrated with the County general ledger and payroll systems.

There is a sense among staff that some hours expended on applications may not currently be recorded on the Project Cost Accounting Sheets.

Accounting for Deposits and Charges Against Deposits

Deposits are recorded as revenue in the County general ledger system. Costs incurred against deposits are recorded as expenditures in the County general ledger system. As discussed in the Countywide section above, proper accounting would record a deposit as a liability and costs as a reduction of the liability. Current accounting practices prevent the County general ledger system from identifying remaining deposits.

When invoices are sent to applicants for additional deposits, they are not recorded in the County general ledger system as accounts receivable, and an aging schedule is not available from the County general ledger system.

Reports

Individual staff members track the deposit and charges against deposits. There are no department-wide management reports reflecting all initial deposits, amounts expended, amounts remaining, or status of additional deposits required.

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As discussed above, status reports on deposit balances are not available in the County general ledger system.

The Planning Department does not send regular reports (monthly, quarterly or annually) to applicants specifying the initial deposit, charges against the deposit and deposit amounts remaining.

Waivers
The Planning Director may occasionally waive or write-off uncollected deposits.

Written Procedures
The Planning Department does not have a written procedure outlining the deposit process, tracking charges, collecting additional deposits, suspending processing of applications, waivers or other procedural or processing requirements.

Permit Software
The HTE Planning and Engineering module is used to set up applications, which includes generating application numbers, checking ownership details, logging applicant and agent information and collecting all fees related to the permitting process.

II.3 Public Works Department

Extent of Deposit-Based Services
The Public Works Department currently collects deposits and charges time and materials against deposits for only a few departmental services but will be considering more deposit-based services as part of the fee study being conducted by NBS.

Significant issues for the Public Works Department have been (i) collection of additional deposits for costs incurred when an application is withdrawn, and (ii) collecting additional deposits for long-term projects when costs have exceeded the initial deposit.

Deposit Amounts and Charges Against Deposits
Deposit amounts are based on the 2011 adopted fee schedule. Deposit amounts have not been revised since 2011, except that the improvement plan-check and inspection deposit is based on a percentage of construction costs, which varies over time.

Charges against the deposit are based on current fully burdened hourly rates (salary and benefits) plus 25% for overhead. Mileage is also charged against deposits.

Deposit Agreement
The Public Works Department does not enter into an agreement with an applicant addressing additional deposits when costs exceed the initial deposit, suspension of work when additional deposits are not received, or other contractual matters.

The Public Works Department also does not currently have a mechanism or agreement format available for the County to receive reimbursements for third-party costs.

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Suspending Work of Overdue Deposits
The Public Works Department does not typically suspend work on a permit when costs have exceeded the initial deposit.

Collecting Additional Deposits
When a deposit has been exhausted, Public Works Department staff notifies the applicant that an additional deposit must be submitted.

Tracking and Cost Accounting for Staff Time
A Cost Allocation Management System ("CAMS") is used to track hours spent on deposit-based applications. Public Works Department staff prepare weekly timecards. Data is entered into CAMS and costs are charged against the application project number.

There is a sense among staff that hours expended on an application by engineering staff is accurately recorded in CAMS, but that field staff (Roads) has not had a similar practice for event-related costs.

Accounting for Deposits and Charges Against Deposits
Deposits are recorded as revenue in CAMS; costs are recorded as expenses. Revenue and expense amounts are "cleared out" at year-end, preventing a "lifetime" accounting of deposit (revenue) versus expenses.

Deposits are recorded as revenue in the County general ledger system. Costs incurred against deposits are recorded as expenditures in the County general ledger system. As discussed in the Countywide section above, proper accounting would record a deposit as a liability and costs as a reduction of the liability. Current accounting practices prevent the County general ledger system from identifying remaining deposits.

When invoices are sent to applicants for additional deposits, they are not recorded in the County general ledger system as accounts receivable, and an aging schedule is not available from the County general ledger system. Invoices are recorded and tracked in Excel by Department staff.

CAMS and the County general ledger system are not connected or integrated systems, requiring double-posting of all deposits, revenue and charges against deposits.

If a project is final and a refund is due, Public Works Department staff calculates the amount due and remits a check to the applicant.

Reports
CAMS does not produce a regular management report reflecting all initial deposits, amounts expended, amounts remaining, or status of additional deposits. CAMS does produce project revenue and project expenditure reports. Public Works Department staff manually track deposits received versus costs incurred. CAMS can produce an accounts receivable report, but that function is not currently used.

As discussed in the Countywide section above, status reports on deposit balances are not available in the County general ledger system.

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The Public Works Department does not send regular reports (monthly, quarterly or annually) to applicants specifying the initial deposit, charges against the deposit and deposit amounts remaining.

Waiver
Several years ago, approximately $90,000 in costs were absorbed by the County because additional deposits could not be collected. Public Works Department staff indicates that there is no "leverage" to require additional deposits, except to withhold a final map on a subdivision.

Written Procedures
The Public Works Department does not have a written policy or procedure guiding deposit-based or "reimbursable" services.

Permit Software
While there is apparently a Planning/Engineering permit module available through HTE, it is not currently used by the Public Works Department. MAS/NBS did not research HTE permitting capabilities.

II.4 Building Department

Extent of Deposit-Based Services
The Building Department operates as an enterprise fund. Most of its services are based on fixed fees or as a percentage of building valuations.

Deposit Amounts and Charges Against Deposits
Not applicable.

Suspending Work of Overdue Deposits
Not applicable.

Collecting Additional Deposits
The Building Department occasionally retains the services of a third-party consultant for services. The third-party consultant receives 75% of the County fees for services. In the event that extraordinary time and costs are incurred and the third-party services exceed 75% of the fees, the third-party consultant bills the applicant directly. Although it rarely occurs, this practice should be discontinued, to avoid any potential appearance that the applicant may have any influence over County consultants.

Tracking and Cost Accounting for Staff Time
Not applicable.

Accounting for Deposits and Charges Against Deposits
Not applicable.

Reports
Not applicable.

Waiver
Not applicable.

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Written Procedures
The Building Department does not have a written policy or procedure guiding deposit-based or reimbursable services.

Permit Software
The Building Department utilizes the HTE permit software for permits.

II.5 Environmental Health Department

Extent of Deposit-Based Services
The Environmental Health Division of the Health Department generally utilizes fixed fees for development-related permits (for example, wells and septic fees). However, hourly rates are charged for certain permits, and for Environment Health review of other applications submitted to the Planning Department.

Deposit Amounts and Charges Against Deposits
Deposits are not required for Environmental Health services. Rather, invoices are sent to applications for services related to permits and applications charged on an hourly basis.

Suspending Work of Overdue Deposits
Environmental Health does not suspend work in cases of overdue invoices but the HTE system will not issue permits for engineered septic systems until payment is received. Work on Planning Department applications is not suspended in cases of overdue invoices, but Environmental Health staff informs the Planning Department when payments are overdue.

Collecting Additional Deposits
Environmental Health staff invoices for work as performed, manually tracks invoices due and contacts applicants for payments.

Tracking and Cost Accounting for Staff Time
Costs incurred for processing permits are recorded in an Envision Connects time tracking system.

Accounting for Deposits and Charges Against Deposits
Revenue from services provided on an hourly basis is recorded as revenue in the County general ledger system, and separately in the Envisions Connects system.

Envision Connects and the County general ledger system are not connected or integrated systems, requiring double-posting of entries.

Invoices for services are recorded as accounts receivable in the Envision Connects system, but not in the County general ledger system.

Reports
The Envision Connects system produces an aging schedule for outstanding invoices, which provides a tool for tracking and following up on overdue invoices.

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Waiver
Environmental Health does not have a policy for waiving payments on overdue invoices. Environmental Health has not waived payments in the past.

Written Procedures
Environmental Health does not have a written policy or procedure guiding invoicing for hourly services.

Permit Software
Envision Connects is used to track staff time and revenue.

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III. FINDINGS AND RECOMMENDATIONS

Overall, County staff is operating relatively efficiently in recovering County costs related to deposit-based fees and charges for hourly-based services, given the lack of integrated systems and the absence of guiding policies and written procedures. Efficiency and ensuring full recovery could be improved through implementation of policies, procedures, enhanced software and certain practices employed by other jurisdictions. The following recommendations are offered to assist the County in this regard.

III.1 Policies

The Board of Supervisors should adopt a policy addressing full recovery of County costs for services. The policy should include, at a minimum, the following topics:

- County policy is that where a benefitting party can be identified, separate from the public in general, as is the case with development applications and permits, the benefitting party should pay the full cost of that service.
- The County fee resolution shall include the amount of deposit required for time and materials based services, with the deposit calculated by applying the fully burdened hourly rate to the number of hours estimated for each type of service, plus any materials costs.
- Deposit amounts will be updated periodically based on Countywide personnel cost changes.
- Fully burdened hourly rates will be updated periodically.
- The County fee resolution and deposit amounts will be updated on a regular basis but not less than once every five years, using current fully burdened hourly rates and estimated hours required to process applications.
- An advance deposit shall be required for all services provided on a time and materials basis.
- Applicants whose services are provided on a deposit and time and materials basis are required to enter into an agreement with the County, stating that the deposit is an estimate only, and that additional deposits may be required.
- If costs exceed deposits and additional deposits are not received in a timely manner, processing of an application shall be suspended until the additional deposit is received.
- Only authorized staff and the Board of Supervisors may waive collection of costs, under certain and specific circumstances.

III.2 Procedures

Based on, and to implement the Policy adopted by the Board of Supervisors, the County should prepare a Countywide procedure. The procedure should include, at a minimum, the following topics:

- Procedure for establishing and collecting deposits.
- Requirement for an agreement between the County and applicant to be executed.
- Authorizations for staff members to sign agreements.
- Procedure for periodically updating deposit amounts.
- Procedure for periodically updating fully burdened hourly rates.
- Procedures for making charges against deposits.
- Collection of additional deposits.
- Procedures and authorizations required to waive costs and additional deposits.
- Recognizing that individual departments may require department-specific procedures, the Countywide policy should also allow flexibility for individual department procedures that are consistent with the Board of Supervisors Policy and the Countywide procedures.

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III.3 Standard Deposit Agreement

The County should develop a single, Countywide standard form agreement, to be executed by the County and an applicant that will receive services on a time and materials or hourly basis. The agreement should include, at a minimum, the following:

- Project and applicant information.
- Amount of the initial deposit.
- Acknowledgement by the applicant that the initial deposit is an estimate only, and that additional deposits may be required.
- Description of how and when time and materials may be charged against the deposit.
- Statement describing how and when additional deposits may be required.
- Agreement that the County, at its sole discretion, may suspend processing of an application, including staff review, public hearings and other processing of the application if additional deposits are not received in a timely manner.
- Description of how and when remaining deposits may be remitted to the applicant.
- Authorized signatories.

A sample form used by Sonoma County is attached to this Report.

III.4 Accounting and Permit Systems

Eliminating the dual entry systems that are currently utilized by staff would add to the efficiency of collecting the full cost of County services. The County is currently reviewing options to replace the HTE system. One criteria that the County should consider is a system that has permitting modules that are fully integrated with the general ledger and payroll modules, to enable single entry of deposits, staff time and material costs on a project-by-project basis.

The County should ensure that the new system will have the capability to access real-time deposit account status. As well, the system should allow multiple departments to charge against a single deposit.

In the event that individual departments find it necessary to continue to use separate stand-alone software systems after the County implements a new Countywide system, efforts should be made to integrate those separate stand-alone systems with the new Countywide system, to eliminate dual entries.

III.5 Recording Deposits and Recording Charges Against Deposits

Deposits are currently recorded as revenue instead of liabilities; costs are recorded as expenditures instead of reductions of the deposit amount; and multi-year deposit balances are not able to be kept in the general ledger system. More appropriate accounting procedures would record deposits as liabilities (acknowledging that the County has a liability to provide the services for which the deposit has been made), and costs should be recorded as reductions in the deposit (as the services are provided). This will allow the general ledger system to track and report remaining deposit amounts, both within one year and through multiple years.

The Auditor's Office should issue procedures (as part of the Countywide procedures in Section III.2, above, or in a separate Auditor's Office procedure), including, at a minimum, the following:

- Describing deposits as liabilities.
- Identifying liability object codes to be used for deposits (as opposed to revenue object codes).

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- Establishing project-based cost accounting procedures.
- Identifying methods to record costs against deposits.
- Identifying methods to record refunds against deposits.
- Establishing a practice of issuing periodic reports on Countywide deposits, charges against deposits and remaining balances.
- Establishing a practice of issuing periodic reports on Countywide accounts receivable.
- Identifying methods for staff to access real-time online deposit balances and accounts receivable balances.

Current practices do not allow multiple departments that work on an application to charge costs against a project. As the County migrates to a new system, it should allow multiple departments to charge against deposits.

III.6 Fully Burdened Hourly Rates

The County should establish an annual mechanism to calculate the fully burdened hourly rates for staff whose time is charged against deposits or on an hourly basis. Fully burdened hourly rates should include annual changes in salary, benefits and overhead costs.

A recommended approach to fully burdened hourly rate calculations will be provided within NBS' current user fee analysis of all departments. MAS recommends adopting the hourly rates produced by the NBS study and maintaining rates according to the recommendations in the NBS report.

III.7 Annual Review Of Required Deposits

The County should establish a mechanism to annually review and revise required deposits, based on newly calculated fully burdened hourly rates for staff whose time is to be charged against deposits.

Periodically, but not less than every five years, the County should conduct a fee study using established methodology. The periodic review should include a review of the staff time required to process each application for which a deposit is required, multiplied by fully burdened hourly rates.

III.8 Reports

There are currently no Countywide reports showing deposit balances and/or accounts receivable. When the County begins to record deposits as liabilities and costs as reductions in deposits, the general ledger system will be able to produce periodic reports to be used by staff and management to track collections of the full cost of services.

The County should also provide applicants with a regular report showing the initial deposit, charges against the deposit and the deposit balance. A quarterly report is recommended.

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At-Cost Project Reimbursement

PJR-095

PROJECT File: _____; request for _____

_____.

I, _____, the undersigned, hereby authorize the County of Sonoma to process the above referenced permit request in accordance with the Sonoma County Code. I am depositing $ _____ as a *minimum* deposit to pay for County staff review, coordination and processing costs related to my permit request based on actual staff time expended and other direct costs. **In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Sonoma County fee schedule. I also understand and agree that I am responsible for paying these costs even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Time spent by County of Sonoma staff in processing my application and any direct costs will be billed against the available deposit. ***"Staff time"* includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing of any appeals, responding to public records act requests or responding to any legal challenges related to the application. "Staff" includes any employee of the Permit and Resource Management Department (PRMD), the Department of Transportation and Public Works and/or the Office of the County Counsel.**

2. Staff will review the application for completeness and provide me with a good faith estimate of the full cost of processing the permit. This good faith estimate will be included in an At-Cost Fee Agreement The At-Cost Fee Agreement shall be signed by the party responsible for payment of fees, and the requested additional deposit shall be submitted to PRMD to allow continued processing of the project.

3. If processing costs exceed the available deposit, I will receive quarterly invoices payable within 30 days of billing.

4. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing, staff shall notify me in writing and request an additional deposit amount estimated necessary to complete processing of my application. I agree to submit sufficient funds as requested by staff to process the project through the hearing process within 30 days of the request.

5. If the final cost is less than any additional deposits requested by the County (deposits that exceed the initial minimum deposit described above), the unused portion of the additional deposit will be refunded to me within 60 days of final project action.

6. If the final cost is more than the available deposit, I agree to pay the difference within 30 days of billing.

7. If I fail to pay any invoices or requests for additional deposits within 30 days, the County may either stop processing my permit application, or after conducting a hearing, deny my permit application If I fail to pay any invoices after my application is approved, I understand that my permit may not vest and may expire, or may be subject to revocation. .

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Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

8. If the County determines that any study submitted by the applicant requires a County-contracted consultant peer review, I will pay the actual cost of the consultant review. This cost may vary depending on the complexity of the analysis. Selection of any consultant for a peer review shall be at the sole discretion of the PRMD Director or his designee. The estimated cost of the peer review shall be paid prior to the County initiating any peer review by consultant.

9. I agree to pay the actual cost of any public notices for the project as required by State Law and Local Ordinance.

10. I may, in writing, request a further breakdown or itemization of invoices, but such a request does not alter my obligation to pay any invoices in accordance with the terms of this agreement.

11. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement.

Note: This agreement does not include other agency review fees or the County Clerk Environmental Document filing fees.

Name of Property Owner or Corporate Principal Responsible or Appointed Designee for Payment of all County Processing Fees (*Please Print*):

Name of Company or Corporation (*if applicable*):

Mailing Address of the Property Owner or Corporation/Company responsible for paying processing fees:
If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation

Signature:* Date:

Email Address: Phone Number:

***ATTENTION - The property owner (or Corporate principal) will be held responsible for all charges.**

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MARIPOSA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. 22 -

A resolution adopting a formula for future fee schedule adjustments of user fees and service charges for the Building Department; Engineering and Surveyor and Airport Divisions of the Public Works Department; Planning Department; and the Environmental Health Division of the Health and Human Services Agency.

WHEREAS the Board of Supervisors of Mariposa County is authorized by state law (California Government Code Section 66000 et seq.) to levy fees or service charges for processing development applications and regulatory actions or approvals; and

WHEREAS user fees assessed for applications or approvals shall not exceed estimates of the actual costs of providing the services; and

WHEREAS local agencies may, by formal resolution or ordinance, approve adjustments to existing service fees and establish new fees or service charges as necessary to recover estimated costs; and

WHEREAS, the Board of Supervisors of Mariposa County entered into a Professional Services Agreement on April 24, 2018, with NBS Consulting to study the development related services provided by Mariposa Planning, Building, Environmental Health, and Public Works to determine the full cost of providing user services; and

WHEREAS the NBS Final Report constitutes a comprehensive study and recommendations concerning County user fees and service charges; and

WHEREAS the last update of Building user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS the last update of Public Works Airport user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS the last update of Public Works Engineering and Surveyor user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS the last update of Planning user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS the last update of Environmental Health user fees occurred in 2022 (Resolution No. 2022-61); and

WHEREAS resolutions adopting current fees stipulate that “starting in 2021, the Board directs staff to request an adjustment to the Fully Burdened Hourly Rate and associated fees annually following the Western Region Consumer Price Index for the twelve months ending in August.”

WHEREAS some county user fees continue to collect less that the Fully Burdened Hourly rate identified in the NBS study; and

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Attachment: Resolution Future Fee Schedule Adjustments (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

WHEREAS services that are provided to individuals and applicants at less than full cost represent costs that are ultimately borne by County taxpayers; and

WHEREAS, for services being provided at less than full cost, the county desires to make adjustments in 25% increments over four years to reach full cost recovery; and

WHEREAS the county desires to adjust fees in 2023 and thereafter and after using a formula which takes into account both the 25% incremental adjustments as well as the Consumer Price Index (CPI-U) adjustments as measured in San Francisco for a given year; and

WHEREAS, a User Fee Public Hearing scheduled for March 22, 2022, at 9:00 AM (or as soon thereafter as the matter may be heard) was advertised three times in a newspaper of general circulation and conducted pursuant to state law (California Government Code Section 66000 et seq.);

NOW THEREFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA RESOLVES AS FOLLOWS:

The fee schedule will be adjusted on an annual basis, using the following formula:

2023 fee = (2022 fee + difference between Year 2 & Year 3) x (1 + August 2022 CPI)

2024 fee = (2023 fee + difference between Year 3 & Year 4) x (1 + August 2023 CPI)

2025 fee (and all successive years) = Prior year fee x (1 + August Prior year CPI)

Adjusted fees would be effective on February 1st of each year.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California at the meeting of said Board held on the 22nd day of March 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Keith Williams
Interim Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

DRAFT

Attachment: Resolution Future Fee Schedule Adjustments (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor,

From: Lorraine Freeman
To: Board Clerk
Subject: "PUBLIC COMMENT ITEM #G1
Date: Monday, March 21, 2022 12:10:41 PM

[Some people who received this message don't often get email from rainy.freeman@gmail.com. Learn why this is important at http://aka.ms/LearnAboutSenderIdentification.]

Comments on Item G1 BOS meeting Tuesday March 22, 2022

Item G1:
"Adopt a Resolution Approving a Formula for Future Annual Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective on February 1St of Each Year Starting on February 1St of 2023"

1. This item will very likely affect anyone subject to code compliance provisions.

2. The data used was not validated:

"NBS did not audit or validate the County's financial management and budget practices"
(Snapshot 64285, page 8)

"2.2.5 DATA SOURCES The following data sources were used to support the cost of service analysis and fee establishment phases of this Study: TheCounty of Mariposa's Adopted Budget forFiscal Year 2018-2019 A complete listing of allCountypersonnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts Various correspondences with theCountystaff supporting the adopted budgets and current fees, including budget notesand expenditure detail notshown in the published document Prevailing fee schedulesby each involveddepartment/division Annual workload datafrom the prior fiscal yearprovided by each department/division studied TheCounty's adopted budget is the most significant source of information affecting cost of service results. NBS did not audit or validate theCounty's financial management and budget practices, "

3. They say there is no financial impact to Item G1, but in the future there certainly will be.
"Financial Impact
There is no financial impact, because this resolution only affects future fiscal years and the amounts will be determined by future Consumer Price Indices"*
*(Resolution - Action Requested 12646)

This is disingenuous. There will be a financial impact in future fiscal years and this should be subject to robust discussion.
Below is an example of a possible financial impact to citizens:
"The following would be the formula for 2023 and 2024 adjustments respectively. 2023 fee = (2022 fee + difference between Year2 & Year3) x (1+August 2022 CPI) 2024 fee = (2023 fee + difference between Year3

Attachment: "PUBLIC COMMENT ITEM #G1 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and

& Year4) x (1+August 2023 CPI)
The 2025 fee, and all fee adjustments following, will be based solely on the year prior fee times the year prior August CPI. 2025 fee = 2024 fee x (1+August 2024 CPI)
To provide concrete numbers, we will use the prior example of a phased fee that started at $100 and costs $500 to deliver the service, and we will pretend that CPI for August of 2022 has already been determined to be 3%. The formula would be: 2023 fee = ($315 + $400 - $300) x (1 + .03) = $427 "

Very likely citizens will be producing $1M more in revenue to the county if this is enacted.

4. What the citizens will be paying for:
"Components of the full cost of service include direct labor costs, indirect labor costs, specific direct nonlabor costs where applicable, allocated non-labor costs, and allocated Countywide overhead. Definitions of these cost components are as follows:
Labor costs–Salary, wages and benefits expenses forCountypersonnel specifically involved in the provision of servicesand activities to the public.
Indirect labor costs–Personnel expenses supporting the provision of services and activities. This can include line supervision and departmental management, administrative support, and staff involved in technical activities related to the direct services provided to the public.
Specific direct non-labor costs–Discrete expenses incurred by theCountydue to a specific service or activity performed, such as contractor costs, third-party charges(italics are mine), and very specific materials used in the service or activity."*
*(Attachment-24168)(Item "Mariposa_Report Final Report_10.17.19 -)

(Note that third party charges will be included. The worrisome part of this is that the county will no longer be constrained by cost when they decide to go after people. This could lead to extreme financial abuse of residents, as we saw in the Jerry Cox case. This might even not be legal, per decisions against Silver & Wright.)

5. Improper noticing in the Mariposa Gazette:
It was not noticed in the Mariposa Gazette but service charges, not just fees, will be going up.

"A resolution adopting a formula for future fee schedule adjustments of user fees and service charges (italics are mine)"*
*(Attachment 24490.pdf)(Resolution 22)
6. There is an inconsistency in the files associated with this agenda item.
One file says the fee increases will increase for four years.
Another file says that but also later says the fee increase schedule will continue until a new study is done. This inconsistency must be made consistent before the board approves this measure.

"This Board item provides a proposed formula for "aging" or increasing

Attachment: "PUBLIC COMMENT ITEM #G1 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and

the fees on an annual basis going forward, until a new study is completed. (italics are mine). In order to create a formula for automatic adjustments, the phased fees (which are still only at Year 2 of 4) must be considered in addition to CPI. "*
* (Snapshot-64378.pdf)

7. What is to prevent the BOS from granting huge raises to departments across the board and then increasing the fees to cover the cost of those huge pay raises?

8. The thing is, the taxpayers are already covering the cost of wages and salaries for most of these departments. When the permit fees are implemented, does that mean our taxes will go down? Probably not. So we will still be taxed AND we will be paying more fees as well.

9. "User fees assessed for applications or approvals shall not exceed estimates of the actual costs of providing the services". It should be the actual COST of providing the services, not the estimate. There is too much wriggle room for gouging in this statement.
"In many cases, the County estimated the average amount of time (in minutes and hours) it would take to complete a typical occurence of each service or activity considered"

Any statiscian would tell you that the average does not at all reflect reality. Better measures would be mode and median. Note that there can be more than one mode so the modes should be subject to further analysis.
The best and most fair methodology would be to charge for the actual real cost of service provided.

10. Questions about the Fully Burdened Hourly Rate: Are we paying in fees what we are also covering in taxes? Will we see a reduction in taxes due to this resolution?
11. Does the Western Region's Consumer Price Index accurately reflect the CPI of this county?
10.Many of these fees are fees the citizen is compelled to pay by county ordinance. Those affected by recent code compliant enforcement will be very negatively affected financially.
12. Basically they set rules we don't want, spend hundreds of thousands of our dollars enforcing rules we don't want, vote themselves raises that add to the cost burden even though we do not like what they are doing.

Notes:

Fees affected:

PlanningDepartment:
o Appeals
o Building Plan Review
o Design Review
o Environmental Review
o General Plan/Area Plan
o Inspection Fees
o Subdivision & ParcelConfiguration
o Zoning

Attachment: “PUBLIC COMMENT ITEM #G1 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and

BuildingDepartment:

o Building Permit Fees
o Building Plan Check Fees
o Miscellaneous Building Fees
o Grading Permit Fees
o Electrical Fees
o Mechanical Fees
o Plumbing Fees

Public WorksDepartment, Engineering Division:

o Administration Fees
o Application or Permit
o Planning or LAFCo Application or Permit
o MiscellaneousFees

Public Works,AirportDivision:

o Tiedowns
o Ground Lease Fees
o Hangar Rentals

Health and Human Services Agency,Environmental HealthDivision:

o Food Facility Inspection Program
o Water Program
o LiquidWaste Program
o Pools and Spas
o CUPA

" For a fee to qualify as such, it must relate to a service or activity under the control of the individual/entity on which the fee is imposed. For example, the individual/entity requests service of the municipality or his or her actions specifically cause the municipality to perform additional activities. In this manner, the service or the underlying action causing the municipality to perform service is either discretionary and/or is subject to regulation. As a discretionary service or regulatory activity, the user fees and regulatory fees considered in this Study fall outside requirements for imposition of taxes, special taxes, or fees imposed as incidences of property ownership. "

--
“Force without justice is tyrannical”.

-Pascal

Lorraine Freeman
209-617-2660(c)
rainy.freeman@gmail.com

Attachment: “PUBLIC COMMENT ITEM #G1 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and

From: MinuteTraq Notifications
To: Danielle Bondshu; Dallin Kimble; Keith Williams; Marshall Long; Miles Menetrey; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal
Date: Monday, March 21, 2022 11:55:44 AM

The user Lorraine Freeman has posted a comment on Legislative File 12646: Adopt a Resolution Approving a Formula for Future Annual Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective on February 1St of Each Year Starting on February 1St of 2023.

Comment: Fees affected: PlanningDepartment: o Appeals o Building Plan Review o Design Review o Environmental Review o General Plan/Area Plan o Inspection Fees o Subdivision & ParcelConfiguration o Zoning BuildingDepartment: o Building Permit Fees o Building Plan Check Fees o Miscellaneous Building Fees o Grading Permit Fees o Electrical Fees o Mechanical Fees o Plumbing Fees Public WorksDepartment, Engineering Division: o Administration Fees o Application or Permit o Planning or LAFCo Application or Permit o MiscellaneousFees Public Works,AirportDivision: o Tiedowns o Ground Lease Fees o Hangar Rentals Health and Human Services Agency,Environmental HealthDivision: o Food Facility Inspection Program o Water Program o LiquidWaste Program o Pools and Spas o CUPA " For a fee to qualify as such, it must relate to a service or activity under the control of the individual/entity on which the fee is imposed. For example, the individual/entity requests service of the municipality or his or her actions specifically cause the municipality to perform additional activities. In this manner, the service or the underlying action causing the municipality to perform service is either discretionary and/or is subject to regulation. As a discretionary service or regulatory activity, the user fees and regulatory fees considered in this Study fall outside requirements for imposition of taxes, special taxes, or fees imposed as incidences of property ownership. "

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=12646

Attachment: G.1 - Lorraine Freeman 1 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and Airport

From: MinuteTraq Notifications
To: Danielle Bondshu; Dallin Kimble; Keith Williams; Marshall Long; Miles Menetrey; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal
Date: Monday, March 21, 2022 11:54:46 AM

The user Lorraine Freeman has posted a comment on Legislative File 12646: Adopt a Resolution Approving a Formula for Future Annual Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective on February 1St of Each Year Starting on February 1St of 2023.

Comment: 4. What the citizens will be paying for: "Components of the full cost of service include direct labor costs, indirect labor costs, specific direct nonlabor costs where applicable, allocated non-labor costs, and allocated Countywide overhead. Definitions of these cost components are as follows: Labor costs–Salary, wages and benefits expenses forCountypersonnel specifically involved in the provision of servicesand activities to the public. Indirect labor costs–Personnel expenses supporting the provision of services and activities. This can include line supervision and departmental management, administrative support, and staff involved in technical activities related to the direct services provided to the public. Specific direct non-labor costs–Discrete expenses incurred by theCountydue to a specific service or activity performed, such as contractor costs, third-party charges(italics are mine), and very specific materials used in the service or activity."* *(Attachment-24168)(Item "Mariposa_Report Final Report_10.17.19 -) (Note that third party charges will be included. The worrisome part of this is that the county will no longer be constrained by cost when they decide to go after people. This could lead to extreme financial abuse of residents, as we saw in the Jerry Cox case. This might even not be legal, per decisions against Silver & Wright.) 5. Improper noticing in the Mariposa Gazette: It was not noticed in the Mariposa Gazette but service charges, not just fees, will be going up. "A resolution adopting a formula for future fee schedule adjustments of user fees and service charges (italics are mine)"* *(Attachment 24490.pdf)(Resolution 22) 6. There is an inconsistency in the files associated with this agenda item. One file says the fee increases will increase for four years. Another file says that but also later says the fee increase schedule will continue until a new study is done. This inconsistency must be made consistent before the board approves this measure. "This Board item provides a proposed formula for "aging" or increasing the fees on an annual basis going forward, until a new study is completed. (italics are mine). In order to create a formula for automatic adjustments, the phased fees (which are still only at Year 2 of 4) must be considered in addition to CPI. "* * (Snapshot-64378.pdf) 7. What is to prevent the BOS from granting huge raises to departments across the board and then increasing the fees to cover the cost of those huge pay raises? 8. The thing is, the taxpayers are already covering the cost of wages and salaries for most of these departments. When the permit fees are implemented, does that mean our taxes will go down? Probably not. So we will still be taxed AND we will be paying more fees as well. 9. "User fees assessed for applications or approvals shall not exceed estimates of the actual costs of providing the services". It should be the actual COST of providing the services, not the estimate. There is too much wriggle room for gouging in this statement. "In many cases, the County estimated the average amount of time (in minutes and hours) it would take to complete a typical occurence of each service or activity considered" Any statiscian would tell you that the average does not at all reflect reality. Better measures would be mode and median. Note that there can be more than one mode so the modes should be subject to further analysis. The best and most fair methodology would be to charge for the actual real cost of service provided

Attachment: G.1 - Lorraine Freeman 2 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and Airport

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=12646

Attachment: G.1 - Lorraine Freeman 2 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and Airport

From: MinuteTraq Notifications
To: Danielle Bondshu; Dallin Kimble; Keith Williams; Marshall Long; Miles Menetrey; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal
Date: Monday, March 21, 2022 11:55:23 AM

The user Lorraine Freeman has posted a comment on Legislative File 12646: Adopt a Resolution Approving a Formula for Future Annual Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective on February 1St of Each Year Starting on February 1St of 2023.

Comment: 10. Questions about the Fully Burdened Hourly Rate: Are we paying in fees what we are also covering in taxes? Will we see a reduction in taxes due to this resolution? 11. Does the Western Region's Consumer Price Index accurately reflect the CPI of this county? 10.Many of these fees are fees the citizen is compelled to pay by county ordinance. Those affected by recent code compliant enforcement will be very negatively affected financially. 12. Basically they set rules we don't want, spend hundreds of thousands of our dollars enforcing rules we don't want, vote themselves raises that add to the cost burden even though we do not like what they are doing.

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=12646

Attachment: G.1 - Lorraine Freeman 3 (RES-2022-188 : Approve Planning, Building, Environmental Health, Surveyor, Engineering, and Airport

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2022-189

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Resolution Establishing Current Retiree Health Insurance Contributions

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing health insurance contributions for current retirees to be effective April 1, 2022.

The Mariposa Superior Court and Service Employees International Union (SEIU) have signed a Side Letter of Agreement as of January 5, 2022. One of the provisions of the Side Letter is to increase the health benefit for Court SEIU employees to a $575 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $525.00 to $575.00. Health costs for Court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Code section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved resolution 2021-45 establishing health insurance contributions for retirees effective March 1, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not approving this resolution, the County would be providing a different health

contribution amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT:
No financial impact to the County as retiree health costs for Court employees are paid by the State of California.

ATTACHMENTS:
CalPERS Health Benefit Resolution (PDF)
Resolution 2021-45 (PDF)
Side Letter of Agreement January 5 2022 (PDF)

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

RESOLUTION NO. 22-
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$575.00
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$575.00
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

Attachment: CalPERS Health Benefit Resolution (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Rosemarie Smallcombe, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on April 1, 2022.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 15th day of March, 2022.

Signed: _____
Rosemarie Smallcombe, Chair Board of Supervisors

Attest: _____
Keith Williams, Interim Clerk of the Board

Approved
as to Form: _____
Steven W. Dahlem, County Counsel

Attachment: CalPERS Health Benefit Resolution (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-45

MEETING: January 26, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Resolution Establishing Current Retiree Health Insurance Contributions

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing health insurance contributions for current retirees to be effective March 1, 2021.

The Mariposa Superior Court and Service Employees International Union (SEIU) have finalized negotiations on a new Memorandum of Understanding (MOU) effective December 1, 2020. One of the provisions of the new MOU is to increase the health benefit for Court SEIU employees to a $525 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $500.00 to $525.00. Health costs for Court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Code section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved resolution 2016-644 establishing health insurance contributions for retirees effective February 1, 2017.

Attachment: Resolution 2021-45 (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

Resolution - Action Requested 2021-45

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not approving this resolution, the County would be providing a different health contribution amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT:
No financial impact to the County as retiree health costs for Court employees are paid by the State of California.

ATTACHMENTS:
Board Resolution 2016-644 (PDF)
New CalPERS Health Benefit Resolution (PDF)
New CalPERS Health Benefit Resolution - Word Format (PDF)
Mariposa Court SEIU MOU Tentative Agreement (PDF)
Mariposa Court MOU 2020-2022 (PDF)

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

Attachment: Resolution 2021-45 (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLUTION NO. 2021-45
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$525.00
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$525.00
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

CalPERS

Attachment: Resolution 2021-45 (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Marshall Long, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on March 1, 2021.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 26th day of January, 2021.

Signed: _____
Marshall Long, Chair Board of Supervisors

Attest: Tracy Daudlin, Deputy
Rene LaRoche, Clerk of the Board

Approved as to Form: Steven W. Dahlem
Steven W. Dahlem, County Counsel

Attachment: Resolution 2021-45 (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

Side Letter of Agreement
between
Superior Court of California, County of Mariposa
And
Service Employees International Union, Local 521/CTW, CLA
January 5, 2022

The Superior Court of California, County of Mariposa (Court) and Service Employees International Union, Local 521/CTW, CLA (Union) agree to extend the terms and conditions of the Memorandum of Understanding (MOU) for the represented bargaining unit that is set to expire on November 30, 2022, as described below:

1. The current Memorandum of Understanding (MOU) between the Court and the Union (December 7, 2020 through November 30, 2022) shall be extended one (1) year through November 30, 2023. MOU Article 20 is hereby amended to read:

   This Memorandum of Understanding (MOU) shall become effective on December 1, 2020, or upon ratification (if ratification takes place after November 30, 2020) and shall continue in full force and effect through November 30, 2023.

2. In recognition of the bargaining unit employees' contributions to the Court's ongoing commitment to public service excellence, the salary grade for each bargaining unit classification will be adjusted by 3.7%.

   a. This adjustment will be retroactive to July 1, 2021.
   b. Those individuals employed as bargaining unit employees on the date this Side Letter of Agreement (Side Letter) is ratified are eligible for the 3.7% adjustment.
   c. The execution of this Side Letter must take place before the 15th of the month for that month's paycheck to reflect the salary adjustment and retro pay. For example, if the execution of this Side Letter occurs before January 15, 2022, the January 2022 paycheck will reflect the salary adjustment and retro pay. Alternatively, should the execution of this Side Letter occur after January 15, 2022 but before February 15, 2022, the February 2022 paycheck will reflect the salary adjustment and retro pay.

3. Effective for the health insurance plan year 2022, the Court shall contribute up to a maximum of $575 per month. Upon ratification, the Court agrees to retroactively apply its contribution for the plan year 2022 to the first pay period that reflected the health increase of 2022 (e.g., Dec. 2021). Each full-time employee who has a Court health plan will be reimbursed the difference between the Court's contribution for the plan year 2022 and the Court's contribution for the plan year 2021.

4. For the health insurance plan year 2023, the Court shall contribute up to a maximum of $625 per month. If the health premium exceeds $625 per month, on or about November 2022, the Court and the Union will meet to discuss the Court's contribution toward health premiums for 2023.

Attachment: Side Letter of Agreement January 5 2022 (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

5. The parties agree to add the following language to the MOU:

9.1 Holidays

Judicial Branch holidays are established by Government Code section 6700 and Code of Civil Procedure section 135, as amended. Employees will receive paid days off for those holidays, and holiday pay rates will apply if the Court directs employees to work on those days. Before the end of each calendar year, the Court will provide employees with a list of the Judicial Branch holidays for the upcoming year.

6. All other terms of the MOU referenced in Item 1 will remain in full force and effect.

Agreed to on this 06 th day of January 2022, by the parties' authorized representatives.

For the Court:

Cynthia J. Busse

Cynthia J. Busse, Court Executive Officer
Mariposa County Superior Court

01/06/2022
Date

Ashlyn Marquez

Ashlyn Marquez
Court Negotiator

01/06/2022
Date

For the Union:

K Smith

Kevin Smith, Internal Organizer
SEIU, Local 521

1-5-2022
Date

KL Estep

Kelly Estep, Court Clerk III
Mariposa County Superior Court

01/06/2022
Date

Charlotte Lyra Lira Martinez

Charlotte Lira-Martinez, Court Clerk II
Mariposa County Superior Court

01/06/2022
Date

Attachment: Side Letter of Agreement January 5 2022 (RES-2022-189 : Resolution Establishing Current Retiree Health Insurance Contributions)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-190

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Support for the County Organized Health System

RECOMMENDATION AND JUSTIFICATION:
Approve Multi-Jurisdictional Letter in Opposition of California Department of Health Care Services Proposed Trailer Bill Legislation - Alternative Health Care Service Plan proposal; and Authorize the Board of Supervisors Chair to Sign the Letter

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Board of Supervisors adopted Ordinance 2021-ORD-1166 adding Chapter 2.114 to Title 2 of the Mariposa County Code, Titled, "Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission" on September 28th, 2021. This step prepares Mariposa County to implement the County Organized Health System (COHS) Model effective January 1st of 2024 through contracting with the Central California Alliance for Health (the Alliance). The Alliance is an award-winning regional non-profit health plan, operating since 1996 and serving over 390,000 beneficiaries, that would serve Medi-Cal beneficiaries in Mariposa County. A COHS is a publicly governed, Medi-Cal managed care plan specifically established under state statute to oversee the delivery of publicly assisted medical care. As a COHS plan, the Alliance places no limitations on Medi-Cal beneficiary enrollment into its plan, and they partner with all willing and qualified providers, including both traditional Medi-Cal safety net and private providers. The Alliance and other COHS plans leverage cost efficiency to expand member benefits, increase provider reimbursements, and expand delivery system capacity. Counties across California have worked with the state and federal authorities to form COHS plans to improve the Medi-Cal delivery system through local transparent governance, partnership, and collaboration.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A proposed "trailer bill" to the FY 2022-23 California state budget would significantly undermine the ability for COHS to effective in Mariposa County. If enacted, the legislation authorizes the California Department of Health Care Services (DHCS) to enter into a direct, no-bid contract with a private commercial entity to provide statewide Medi-Cal managed care plan services, even in counties currently served by a COHS, counties who are in the process of implementing a COHS, or counties served

by a local initiative health plan.

The proposed legislation would prioritize private commercial interests over the interests of public entities and the people they serve. Additionally, as a budget trailer bill, this legislation will not go through the standard policy committee process that significant legislation deserves.

Through this legislation, the State and a commercial entity are claiming unilateral authority to grow the commercial entity's business in areas where the entity has historically prioritized commercial business rather than safety net health care services. This will create a two-tier Medi-Cal delivery system that prioritizes the desires of a commercial entity, and the limited enrollees it chooses to serve, over the needs of the public safety net system and those most in need in our county.

Mariposa County made the decision to join the Alliance and transition to a COHS model through a public process with input from stakeholders about how to best meet the needs of our most vulnerable residents while ensuring the stability and viability of the Medi-Cal safety net. The trailer bill legislation proposes to materially alter significant state policy regarding public programs without the kind of public process historically relied upon to protect the public interest. This would set a concerning precedent that threatens the stability of our safety net network, exacerbates strains on our provider network, and would present new obstacles to advancing the transformation of the Medi-Cal delivery system.

If Mariposa County does not approve the above-referenced letter of opposition, it may jeopardize the partnership between Mariposa County and The Central California Alliance for Health and the County-Organized Health System model of managed care for Mariposa County's Medi-Cal beneficiaries.

ATTACHMENTS:
Alternative Health Care Service Plan Proposal Oppose 20220322 (PDF)
Medi-Cal-Direct-Contract-with-Kaiser-Permanente (1) (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

March 22, 2022

The Honorable Joaquin Arambula
Chair, Assembly Budget Subcommittee No. 1
1021 O Street, Suite 6240
Sacramento, California 95814

The Honorable Susan Eggman
Chair, Senate Budget & Fiscal Review Subcommittee No. 3
1021 O Street, Suite 8530
Sacramento, California 95814

Re: Alternative Health Care Service Plan Proposal – OPPOSE

Dear Chair Arambula and Chair Eggman:

On behalf of the Boards of Supervisors of Ventura, San Mateo, Santa Barbara, Monterey, Santa Cruz, Sonoma, and Mariposa counties, we are writing to express our opposition to the Alternative Health Care Service Plan proposal (i.e., the single statewide Medi-Cal contract for Kaiser). We request the State's reconsideration of the proposal, based on our considerations of the harms it could cause to the safety net health systems in our counties, and the Medi-Cal beneficiaries we serve.

A County Organized Health System (COHS) plan is a publicly governed, Medi-Cal managed care plan authorized under federal and state law and created under local ordinance. As such, the COHS model, which has been operational in California for almost forty (40) years, is a unique and time-tested model of publicly accountable managed care. Pursuant to federal, state, and local authority, the COHS plan organizes the local delivery system, complies with all requirements set forth in the DHCS contract, and is governed by a public commission operating pursuant to the requirements of California's Brown Act. **COHS plans and their partner counties exemplify transparent and accountable governance that directly leads to optimal outcomes for the vulnerable populations they serve.**

Currently, Medi-Cal recipients in our counties receive their services through a COHS, which is a single, local public health plan. We believe the proposed Alternative Health Care Service Plan contract will be disruptive to local safety net networks and potentially harmful to our critical county health systems. If Kaiser or any other entity contracts directly with the State, the local public plans would have no oversight of care delivered to members served by that entity. If one integrated system contracts directly with the State, it sets a precedent for further fracturing of community collaborations. Our local COHS have spent years building strong and trusted community partnerships, working with local community-based organizations to respond directly to emerging needs at the neighborhood level, and plan with the community for solutions that meet the unique needs of diverse residents. We are concerned that a contract brokered directly between the State and a national health plan will not bring the local solutions that our communities have engendered over decades and that our communities need to achieve wellness as we come out of a global pandemic. **A closed system that excludes vulnerable populations is inequitable, where any reinvestment of net earnings would not inure to the benefit of the members excluded from the closed system, especially those who have higher needs and require that additional investment.**

Attachment: Alternative Health Care Service Plan Proposal Oppose 20220322 (RES-2022-190 : Support for the County Organized Health

It is unclear how the proposal will impact current patients served by our counties, but we presume some portion of the patients we serve may choose Kaiser if they meet the criteria outlined in the draft trailer bill language. Our counties also have concerns with how enrollment into Kaiser will be effectuated. **How will the enrollment process work so that Kaiser is assigned patients with higher acuity levels and more complex physical, behavioral, and socio-economic needs versus giving the existing safety net system and COHS plans, who do not exclude populations, a disproportionate share of complex and costly patients?** The State should reevaluate how to measure quality scores and equity across systems serving vastly different acuity levels. A system serving mostly working and healthy beneficiaries is quite different than a system serving historically underserved members experiencing complex physical health, mental health, and social conditions including individuals experiencing homelessness, individuals with serious mental health conditions, individuals with multiple co-morbidities and complex care needs, and individuals and families involved with the justice system.

The value of the COHS model is that a single entity is coordinating care for the entire Medi-Cal population. Introducing multiple entities will lead to duplicative contracting, member and provider confusion, and runs counter to the State's integration and standardization goals through the California Advancing Innovation in Medi-Cal (CalAIM) transformation. Our local COHS have spent decades cultivating strong and trusted relationships with our community-based organizations that serve our most vulnerable Medi-Cal members. Kaiser would not be able to do this quickly, so new Kaiser members would not have access to these critical services when they need it. **Further, the intention of the legislature has been to support a single model that can best meet member needs locally in a health plan that is publicly governed and directly accountable to the communities it serves.** We continue to support such a model and believe these networks are crucial to the success of CalAIM.

Additionally, as enrollment is diverted away from COHS plans, it will reduce the Medi-Cal supplemental payments that public providers receive – thereby impacting future funding for public hospitals, clinics, and public health departments necessary to sustain critical public health systems that responded so well to the pandemic. Currently, Medi-Cal supplemental payments are used to bolster low Medi-Cal rates for public providers and are based on enrollment in COHS plans. We anticipate that our county systems could lose millions of dollars in supplemental funding if this proposal was to be implemented.

For the reasons described above, Ventura, San Mateo, Santa Barbara, Monterey, Santa Cruz, and Sonoma counties must oppose the Alternative Health Care Service Plan proposal and uphold the integrity of the COHS model. We request the State's reconsideration of the proposal, based on our considerations of the harms it could cause to the safety net health systems in our counties, and the Medi-Cal beneficiaries we serve. Thank you for your time and attention to this matter.

County Descriptions

Ventura County operates a Level II Trauma Center with 180 bed acute care hospital. The county also operates a 49-bed campus in Santa Paula and 18 Federally Qualified Health Centers (FQHCs), 7 urgent care centers for a total of 35 clinic locations including specialty clinics. San Mateo County operates a 105-bed acute hospital with an additional 32 skilled nursing beds along with five FQHC sites. Santa Barbara County operates 5 FQHCs and clinics at 3 homeless shelters. Monterey County operates a Level II Trauma Center with a 172-bed acute care hospital. The County operates 10 FQHCs, the D'Arrigo Family Specialty Clinic with over 15 specialties, and Natividad Medical Group. Santa Cruz County operates three FQHCs, and through the County Behavioral Health Division, provides the Specialty Mental Health care for Medi-Cal and other beneficiaries. The County is also home to the newly-formed

Attachment: Alternative Health Care Service Plan Proposal Oppose 20220322 (RES-2022-190 : Support for the County Organized Health

Pajaro Valley Health Care District, which is the court-approved buyer for the Watsonville Community Hospital.

Approximately 6,000 Medi-Cal enrollees in Ventura are Kaiser members through a subcontract with Gold Coast. The Ventura County health system currently serves 40-45% of Medi-Cal enrollees and 100% of foster youth. San Mateo serves about 50% of the Medi-Cal enrollees in the county where Health Plan of San Mateo has delegated about 11,000 of their 150,000 Medi-Cal beneficiaries to Kaiser. CenCal Health in Santa Barbara County is responsible for 146,243, or 88% of the total Medi-Cal Population in the county. The Monterey County health system currently serves 40-45% of the County's Medi-Cal managed care enrollees and 100% of foster care youth. The Federally Qualified Health Centers operated by the County of Santa Cruz serve 13,100 Medi-Cal beneficiaries or 18% of the county's Medi-Cal managed care enrollees. Partnership HealthPlan in Sonoma covers 122,373 Medi-Cal beneficiaries with 26,088 delegated to Kaiser.

Sincerely,

Carmen Ramirez, Chair Ventura County Board of Supervisors	Mary L. Adams, Chair Monterey County Board of Supervisors
Don Horsley, President San Mateo County Board of Supervisors	Manu Koenig, Chair Santa Cruz County Board of Supervisors
Joan Hartmann, Chair Santa Barbara County Board of Supervisors	James Gore, Chair Sonoma County Board of Supervisors

Attachment: Alternative Health Care Service Plan Proposal Oppose 20220322 (RES-2022-190 : Support for the County Organized Health

Angel Barajas, Chair Yolo County Board of Supervisors	Rosemarie Smallcombe, Chair Mariposa County Board of Supervisors

cc: Members and Consultants, Assembly Budget Subcommittee No. 1
Members and Consultants, Senate Budget & Fiscal Review Subcommittee No. 3
Michelle Baass, Director, Department of Health Care Services
Richard Figueroa, Deputy Cabinet Secretary, Governor's Office

Attachment: Alternative Health Care Service Plan Proposal Oppose 20220322 (RES-2022-190 : Support for the County Organized Health

Medi-Cal Direct Contract with Kaiser Permanente

Department of Health Care Services - 2022-23 Governor's Budget Proposal

Attachment: Medi-Cal-Direct-Contract-with-Kaiser-Permanente (1) (RES-2022-190 : Support for the County Organized Health System)

Proposal

The Department of Health Care Services (DHCS) proposes to enter into a direct contract with Kaiser Permanente (Kaiser) as a Medi-Cal managed care plan within new geographic regions of the State, effective January 1, 2024 for a five year contract term, with potential contract extensions. Under the new contract, subject to federal approvals, Kaiser would operate as a full-risk, full-scope Medi-Cal managed care plan, consistent with other Medi-Cal managed care plans. Kaiser will no longer be granted specific exceptions or alternative standards. The only exception will be that Kaiser will not be open through the traditional Medi-Cal plan choice methods.

DHCS is proposing trailer bill language to clarify its statutory authority to maintain and expand direct, full-risk contracts with Kaiser, defined under current state law as an Alternate Health Care Service Plan. Subject to federal approval, the direct contracts would be available in any geographic areas in which Kaiser operates (including COHS/single plan model counties, two-plan model counties, regional model counties and Geographic Managed Care model counties).

Background

On February 9, 2022, DHCS will release a Request for Proposal (RFP) for select commercial Medi-Cal managed care plan contracts. Through this competitive process and resultant contracts, the state is embarking on new relationships with managed care plans to redefine how care is delivered, what leads to health equity and healthy communities, how to better hold the health care delivery system accountable for transparency, quality and results, and ultimately how the state achieves a Healthy California for All. Under this RFP, approved Medi-Cal managed care plans, in the "Two-Plan", "Regional" or "Geographic Managed Care" model counties, must take all enrollees that wish to enroll with them in their contractual service areas.

Problem Statement

Kaiser, which serves close to 900,000 Medi-Cal enrollees, participates as a subcontractor with 12 local Medi-Cal managed care plans (in 17 counties) and has a direct Geographic Managed Care (GMC) contract that covers five counties. In 2021, DHCS announced it would limit the number of prime plans in GMC model counties. However, due to limitations in Kaiser's physical capacity as well as fixed geographic locations, Kaiser is not in a position to be listed on Medi-Cal enrollment choice forms for all Medi-Cal beneficiaries.

If Kaiser is unable to participate in the RFP due to its network's physical capacity, the Medi-Cal program would lose its highest quality plan, its integrated model and clinical expertise. In addition Kaiser's enrollees in at least the GMC counties (Sacramento, San Diego, Amador, El Dorado, and Placer) would need to change health plans. This is a unique problem that requires a unique solution.

DHCS is making this announcement prior to the release of the Medi-Cal managed care RFP to provide transparency to potential bidders in the impacted geographic regions.

Advantages to the Medi-Cal Program

Under the proposal, Kaiser would be subject to ***all*** terms of the new managed care contract as commercial plans selected through the RFP except it would not be open through the traditional Medi-Cal plan choice methods.

Existing Kaiser Medi-Cal members will have the option to stay with Kaiser. In addition, Kaiser will commit to growth of new Medi-Cal members of 25 percent from the start of the contract term to the end of the contract term (five years) mostly through continuity of members who exit their other lines of business, where Kaiser has a physical network presence but not currently enrolling Medi-Cal beneficiaries, dual eligibles (those eligible for both Medicare and Medi-Cal), and foster youth. This growth would apply in the 22 counties where Kaiser currently participates as Medi-Cal managed care plan and the 10 counties where Kaiser has another line of business[i]. DHCS and Kaiser will work together on this plan for growth.

In addition, this proposal would leverage Kaiser's expertise and augments its contribution to Medi-Cal:

- Kaiser will implement CalAIM Enhanced Care Management (ECM) and Community Supports in a manner consistent with other Medi-Cal managed care plans. Kaiser will leverage more community presence with other providers (e.g., county departments, public hospitals and health systems, and community health centers) and not solely provide all ECM and Community Supports internally. Kaiser will also commit to broad uptake of Community Supports, consistent with other Medi-Cal managed care plans and will implement at least the same number of Community Supports as other Medi-Cal managed care plans in the area.

- Kaiser will support FQHCs across the state to implement a robust portfolio of population health management, social health and practice transformation solutions to augment clinical outcomes for patients cared for in this vital community-based system. Furthermore, Kaiser will implement an eConsult system for specialty care in partnership with FQHCs across the state which

Attachment: Medi-Cal-Direct-Contract-with-Kaiser-Permanente (1) (RES-2022-190 : Support for the County Organized Health System)

should leverage Kaiser specialty care expertise for the benefit of patients in other parts of the Medi-Cal system. This bolsters the strengths of two systems: The breadth of community presence and cultural and equity excellence of the FQHCs and the practice transformation and approach to quality care of Kaiser.

- DHCS and Kaiser will identify the highest need specialties and geographic areas where Kaiser will provide, by Kaiser physicians, a limited number of in-person, ambulatory based, outpatient specialty care visits, and associated needs such as diagnostic testing and outpatient procedures for non-Kaiser members. These services may be provided at locations other than Kaiser facilities (for example at FQHCs). Similar to above, this would leverage Kaiser's clinical expertise and integrated model to support underserved areas and would test out models and partnerships to deliver specialty care.

This proposal is consistent with DHCS' overarching goals for Medi-Cal:

- **Preserves Member Continuity.** Kaiser members will have a more seamless transition to and from Covered California and employer-based coverage, as well as far better alignment for those enrolled with Kaiser for their Medicare and Medi-Cal coverage. Importantly, for these members, the payer source of coverage would not matter, they can maintain Kaiser at their option.

- **Quality Outcomes.** Kaiser consistently scores as one of the highest in quality scores. This proposal grows Medi-Cal's partnership with a high quality plan and leverages Kaiser's expertise to improve care for non-Kaiser members.

- **Reduce Disparities.** Kaiser's commitment as part of this agreement to partner with FQHCs recognizes and couples the advantage of FQHCs being embedded in communities and trusted providers and Kaiser's ability to deliver effective and quality primary care and add additional specialty care access in areas traditionally underserved.

- **Removes layers of complexity, bureaucracy, and cost.** This proposal is a step forward in the path of simplification of health coverage in the state as it reduces unneeded layers of administration and bureaucracy by (1) eliminating the 12 subcontracts and corresponding administrative overhead between Kaiser and other managed care plans, (2) eliminating consumer confusion regarding subcontracting arrangements between Kaiser and the other managed care plans, and (3) allows DHCS to have direct oversight of a plan with nearly 1 million Medi-Cal beneficiaries rather than working through another managed care plan which makes for

Attachment: Medi-Cal-Direct-Contract-with-Kaiser-Permanente (1) (RES-2022-190 : Support for the County Organized Health System)

greater accountability and more efficient processes such as data reporting and collection.

[i] Kaiser currently participates as Medi-Cal managed care plan in Alameda, Amador, Contra Costa, El Dorado, Kern, Los Angeles, Marin, Napa, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, Ventura, and Yolo,
Counties where Kaiser has another line of business and does not participate as a Medi-Cal managed care plan: Fresno, Imperial, Kings, Madera, Mariposa, Santa Cruz, Stanislaus, Sutter, Tulare, and Yuba.

Attachment: Medi-Cal-Direct-Contract-with-Kaiser-Permanente (1) (RES-2022-190 : Support for the County Organized Health System)

MARIPOSA COUNTY

Public Works/Fleet · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-191

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action and Purchase of Two (2) Replacement Fire Vehicles ($91,500)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Transferring Funds within Public Works ($91,500); Authorize the Director of Public Works and Transportation to Proceed with the Purchase and Up-Fitting of Two (2) Fire Vehicles; Declare the Replaced Vehicles as Surplus; and Authorize the Disposal of These Vehicles through a Public Auction.

Authorize the Director of Public Works and Transportation to proceed with the purchase and up-fitting of one (1) Ford F-250 4x4 and one (1) Chevrolet Equinox AWD for County Fire Administration and Fire Inspector; authorize the retirement and auction sale of one (1) County Fire Administration vehicle which has reached its replacement age; approve transfer of funds in the amount of $91,500 from the Fire Equipment Replacement Fund Reserve to the Fire Equipment Replacement Fixed Asset Purchase Account.

This action is in compliance with the County Fleet Policy (Title 14). Vehicle to be replaced: FD-1. The Chevrolet Equinox AWD will be a new vehicle purchase and designated for use by the Fire Inspector. County Fire has retired and auctioned several outdated Fire Apparatus Vehicles over the past six (6) Fiscal Years, while purchasing no replacements for those auctioned vehicles, thereby decreasing the overall County Fire Fleet size.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has historically approved the purchase of replacement vehicles and equipment supported by the Replacement Funds and the retirement and auction of vehicles and equipment which have reached or exceeded their targeted replacement date.

The Board routinely authorizes transferring allocated funds from one account to another within a fund.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would require the continued use and increased maintenance costs of an aged-out vehicle or the expenditure of County Fire operational budget funds to procure vehicles.

FINANCIAL IMPACT:
None- Proposed Purchases are Funded by the Fire Equipment Replacement Fund

ATTACHMENTS:
Budget Action - FY21-22 Fund 7700 Purchase 2 Fire Vehiles $91,500 (PDF)

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
7700	170	91001	Reserve Designation			$91,500
7700	170	70412	Staff Vehicles		$91,500	
TRANSFER BETWEEN FUNDS						
				TOTALS	$91,500	$91,500

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: Purchase 2 Fire vehicles

from

DEPT HEAD SIGNATURE Larry Harris DATE: 2/2/22

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 7700 Purchase 2 Fire Vehiles $91,500 (RES-2022-191 : Approve Budget Action and Purchase of Two

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-192

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Mariposa Creek Parkway/CNRA Urban Greening Grant

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase I and Phase II Segments of the Mariposa Creek Parkway

In April 2021, the Board awarded a contract to the Sierra Foothill Conservancy to serve as the County's prime consultant for a riparian restoration project in the Phase II and Phase III segments of the Mariposa Creek Parkway. This was funded through a grant from the Wildlife Conservation Board for $415,000. Grant funds have been used to support a landscape restoration program that relies on traditional ecological knowledge (TEK) and principles to remove invasive species from the Mariposa Creek corridor and revegetate it with culturally resonant, ecologically appropriate native species. The project is a partnership with the Southern Sierra Miwuk Nation.

The proposed grant from the California Natural Resources Agency (CNRA) Urban Greening Grant Program would be used to extend these restoration activities further downstream from the current restoration area, expanding the invasive species removal work and supporting implementation of the Mariposa Creek Parkway Master Plan. Funds from the CNRA grant would also be used to support minor public access enhancements in the Phase II segment, including interpretive signage and other elements.

The application requires submittal of a Board resolution that includes specific language, which is attached here. The application is currently in development so only a preliminary draft is available to share at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3

Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would cause the Planning Department to need to seek additional external funding from other sources, and hinder implementation of the Mariposa Creek Parkway master plan.

FINANCIAL IMPACT:
This action would generate external funding in the approximate amount of $450,000. There is no required county match.

ATTACHMENTS:
220309 Resolution (PDF)

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

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 22-___ A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA NATURAL RESOURCES AGENCY URBAN GREENING PROGRAM.

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors:

1. Approves the filing of an application for the Mariposa Creek Parkway Phase I and Phase II Restoration and Access Initiative; and

2. Certifies that applicant understands the assurances and certification in the application; and

3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and

4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code; and

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained; and

6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

7. Appoints the Planning Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Attachment: 220309 Resolution (RES-2022-192 : Mariposa Creek Parkway/CNRA Urban Greening Grant)

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 22nd day of March 2022 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chairman
Board of Supervisors

ATTEST:

_____
, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: 220309 Resolution (RES-2022-192 : Mariposa Creek Parkway/CNRA Urban Greening Grant)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-193

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a 3-Year Agreement with Tom Lewis

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with Tom Lewis to Perform Services as the County's Appointed Administrative Hearing Officer for All Matters Arising Out of Parking Violation Citations; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Board passed resolution 2021-219 establishing parking penalties on April 20, 2021. The Vehicle Code requires that an independent hearing office hear any appeals of parking citations.

Mr. Lewis is a licensed attorney with experience as a hearing officer in Merced.

This Agreement will ensure that a hearing officer shall be provided for all matters arising out of parking violation citations pursuant to and subject to Vehicle Code 40215.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has authorized County Counsel to retain outside services as it has been necessary and prudent to do so.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not authorize County Counsel to retain Tom Lewis. The County may be exposed to additional risk as County Counsel seeks to retain another hearing officer.

FINANCIAL IMPACT:
Fees collected from parking violation citations anticapted to cover the cost for hearing officer services.

ATTACHMENTS:
Thomas Lewis Agmt - Hearing Officer for Parking Violations (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR SERVICES
BETWEEN
MARIPOSA COUNTY
AND
Thomas E. LEWIS

(Administrative Hearing Officer)

This Services Agreement, (hereinafter referred to as the "Agreement"), effective July 1, 2021 is entered between the COUNTY OF MARIPOSA, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Thomas E. Lewis, an individual (hereinafter referred to as "PROVIDER").

PREFACE

This Agreement sets forth the terms and conditions under which PROVIDER shall perform services as Parking Violation Administrative Hearing Officer more completely set forth in Section 2 below and Exhibit "A" attached hereto and incorporated herein (hereinafter collectively referred to as the "Services").

RECITALS

WHEREAS, the COUNTY is itself unable to provide the Services; and

WHEREAS, the COUNTY desires to obtain the Services from PROVIDER, and PROVIDER desires to provide the Services to COUNTY, on a non-exclusive basis and in full compliance with controlling federal, state and local laws, rules and regulations; and

WHEREAS, PROVIDER is possessed of unique and superior knowledge, legal skill, resources, training, and expertise in the rendition of the Services, and is fully competent, qualified, authorized, and able to perform for Services, holding any and all required licenses, permits and/or approvals; and

WHEREAS, PROVIDER provides such Services on a contract basis, as an independent contractor, possessed of and exercising the complete right to control the means of accomplishing said Services; and

WHEREAS, Section 40215 of the Vehicle Code provides that a hearing officer shall be provided for matters arising out of parking violation citations.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

TERMS AND CONDITIONS

1. Term. This Agreement shall be effective from the date first set forth above and continuing through June 30, 2024, subject to such termination rights as are provided below. The COUNTY shall have the prerogative to extend this Agreement for a one-year period upon approval by the Mariposa Board of Supervisors.

2. Scope of Work.

   2.1 PROVIDER shall provide the Services described in Exhibit A. Subject to the foregoing, PROVIDER'S schedule and hours worked under this Agreement shall generally be subject to COUNTY's discretion and Exhibit "A".

   2.2 PROVIDER acknowledges and agrees that any Services it provides to COUNTY shall be on a non-exclusive basis.

   2.3 The parties acknowledge and agree that the PROVIDER, in his performance of this Agreement and the authority delegations provided for in this Agreement and Exhibit "A" hereto, shall exercise his independent judgment and shall not take direction, directly or indirectly, in connection therewith from the Sheriff, the Probation Officer, the Board of Supervisors (or any member thereof), or any other person. Decisions and dispositions of the PROVIDER shall have the full force and effect as provided by law.

   2.4 PROVIDER represents and warrants that he is qualified to act as an administrative hearing officer for purposes of the Vehicle Code, meeting experience, training and current requirements thereunder.

3. Compensation. COUNTY shall pay PROVIDER as follows:

   3.1 On an hourly rate of $150.00 per hour.

   3.2 PROVIDER shall be reimbursed for up to One Hundred Dollars ($100.00) monthly in reimbursement for reasonable costs incurred such as any required mileage to and from hearings and in connection with site visits provided that all such costs, expenses and reimbursables shall not exceed any applicable COUNTY rates.

   3.3 The monthly aggregate of fees and expenses shall be payable monthly in arrears upon COUNTY's receipt and approval of PROVIDER'S certified written payment request and within thirty (30) business days thereof. PROVIDER shall utilize the payment certification and request form supplied by the COUNTY.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

3.4 PROVIDER agrees to maintain all records in support of his Services, fees, costs, and expenses for a period of three (3) years after final payment. Records of PROVIDER'S expenses pertaining to the Services shall be kept on a generally recognized accounting basis and shall be available to COUNTY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer for any period required by law. In addition, all books, document, paper, and records of PROVIDER pertaining to the Services shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this Agreement.

3.5 COUNTY will make available in its Government Center a suitable room for the conduct of hearings. In addition, COUNTY will provide a private office in its Government Center for related business and reasonably necessary office equipment and supplies, including a computer, appropriate software, printer, audio recorder, and adequate and competent clerical support.

4. Termination, Remedies and force Majeure.

4.1 COUNTY may terminate this Agreement at any time, but only for cause, unrelated to the outcome of hearings, and by providing PROVIDER with 30 days written notice of termination. PROVIDER may terminate this Agreement at any time without cause, by providing COUNTY with 30 days written notice of termination.

4.2 Immediately upon any termination or expiration of this Agreement, PROVIDER shall (i) immediately stop all work hereunder, except for completing those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement; (ii) immediately cause any and all of its subcontractors to cease work, except for completing those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement; and (iii) return to COUNTY any and all unearned payments and all properties and materials in the possession of PROVIDER that are owned by COUNTY. Subject to the terms of this Agreement. PROVIDER shall be paid compensation for satisfactory rendition of services prior to the effective date of termination. PROVIDER shall not be paid for any work or Services performed or costs incurred which reasonably could have been avoided. PROVIDER shall complete those hearings that have commenced and where evidence had been presented prior to termination or expiration of this Agreement, and subject to the terms of this Agreement. PROVIDER shall be paid compensation for satisfactory rendition of such services. The requirements of the preceding sentence shall survive expiration or termination of this Agreement.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

4.3 In no event shall any payment by COUNTY pursuant to this Agreement constitute a waiver by COUNTY of any breach of this Agreement which may then exist on the part of PROVIDER, nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach.

4.4 Upon any termination or expiration of the Agreement, COUNTY may, if necessary, (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.

4.5 PROVIDER shall provide COUNTY with adequate written assurances of future performance within ten days of COUNTY's written request, in the event PROVIDER fails to comply with any terms or conditions of this Agreement.

4.6 PROVIDER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of PROVIDER and without its fault or negligence such as, acts of God or the public enemy, acts of COUNTY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. PROVIDER shall notify COUNTY's Administrative Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to COUNTY's Administrative Officer of the cessation of such occurrence.

5. Indemnity. Except to the extent of California statutory tort immunities afforded COUNTY as a governmental agency, COUNTY agrees to indemnify, defend and save PROVIDER harmless against and from any and all claims made by or on behalf of any persons, firms, or corporations for loss, damages, or injury proximately caused by, or alleged to be proximately caused by, the parties' pursuit of this Agreement, and in any case any action or proceeding may be brought against PROVIDER by reason of any such or proceeding through legal counsel chosen by COUNTY. PROVIDER agrees that this Agreement shall in no way act to abrogate or waive any immunity of COUNTY available under the Tort Claims Act of the State of California. Under no circumstances will COUNTY afford PROVIDER any greater rights of defense or indemnity than California law requires COUNTY to extend to its employees.

5.1 Without limiting COUNTY's obligations under Section 5 above, the parties acknowledge and agree that COUNTY shall establish and maintain at all times hereunder reasonable insurance against liabilities provided for in this section 5.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

5.2 This section 5 will survive expiration or termination of this Agreement.

6. Conflict of Interest. Prior to COUNTY's execution of this Agreement., PROVIDER shall complete a County of Mariposa Conflict of Interest Disclosure Statement. Said Statement is attached hereto as Exhibit "B" and incorporated herein by reference. During the term of this Agreement. PROVIDER shall have the obligation and duty to immediately notify County of Mariposa in writing of any change to the information provided by PROVIDER on Exhibit "B".

6.1 PROVIDER shall not employ or retain the services of any person while such person either is employed by COUNTY or is a member of any COUNTY commission, board, committee, or similar COUNTY body. This requirement may be waived by the County Administrative Officer if no actual or potential conflict is involved.

6.2 PROVIDER shall comply with all applicable laws, rules, regulations and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 18700 et. Seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. Seq.).

6.3 PROVIDER represents and warrants that as of the effective date hereof, it represents no client whose interests are adverse to the COUNTY's.

6.4 In performing the Services to be proved hereunder, PROVIDER shall not be employed, managed or controlled by a person whose primary duties are code enforcement, parking citation, processing, collection or issuance. PROVIDER hall be separate and independent from the citation, collection or processing function.

6.5 This section 6 shall survive expiration or termination of this Agreement.

7. Nondiscrimination. PROVIDER shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

8. Invalid Provisions. The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. Independent Contractor. PROVIDER is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of the COUNTY. However, COUNTY shall retain the right to verify that PROVIDER is performing its respective obligations in accordance with the terms hereof.

9.1 Because of its status as an independent contractor, PROVIDER shall have absolutely no right to employment rights and benefits available to COUNTY employees. PROVIDER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefit. In addition, together with its other obligation under this Agreement, PROVIDER shall be solely responsible for all matters relating to employment and tax withholding for and payment of PROVIDER's employees including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding taxes and payment; and (ii) any claim of right or interest in COUNTY employment benefits, entitlements, programs and/or funds offered employees of COUNTY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, PROVIDER may be providing services to others unrelated to COUNTY or to this Agreement.

10. Partnership/Joint Venture. This agreement does not evidence a partnership or joint venture between PROVIDER and COUNTY. Unless specifically provided for herein the PROVIDER shall have no authority to bind the COUNTY absent COUNTY's express written consent. Except to the extent otherwise provided in this Agreement, PROVIDER shall bear its own costs/expenses in pursuit hereof.

11. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

11.1 Personal service, s aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4^{th}) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.

12. Non-Assignment. This Agreement is personal to PROVIDER and there shall be no assignment by PROVIDER of its rights or obligations under this Agreement without the prior written approval of COUNTY.

13. Non-Solicitation. PROVIDER represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.

14. Compliance with Law. In providing the services required under this Agreement, PROVIDER shall at all times comply with all applicable laws of the United States, the State of California and COUNTY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

15. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Mariposa County, California.

16. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies of law or in equity.

19. General Provisions.

19.1 Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

19.2 The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19.3 The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4 In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment, hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5 The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. Final Agreement. This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified only by written instrument duly authorized and executed by both COUNTY and PROVIDER.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

IN WITNESS WHEREOF, the parties have executed this Agreement at Mariposa, California, the day and year first above written.

COUNTY OF MARIPOSA,
A political subdivision of the
State of California

By: _____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Thomas E. Lewis,
An Individual

By: _____
Thomas E. Lewis

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem

Attachments:

1. Exhibit "A" – Scope of Services
2. Exhibit "B" – Conflict of Interest Disclosure Form

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

EXHIBIT "A"

SCOPE OF SERVICES

Agreement for Services Between County of Mariposa and Tom Lewis

(Administrative Hearing Officer)

PROVIDER shall perform services as County's appointed Administrative Hearing Officer pursuant to and subject to Vehicle Code 40215, as provided in this Agreement and in accordance with the following additional requirements and descriptions:

1. PROVIDER shall provide Services in each month as requested by COUNTY hereunder. Subject to the foregoing, PROVIDER's daily schedule and hours worked under this Agreement on a given day shall generally be subject to COUNTY's discretion and without limitations.

2. PROVIDER's point of contact with the COUNTY shall be the County Administrative Officer.

3. PROVIDER and COUNTY each acknowledge and agree that PROVIDER will be a fair and impartial hearing officer; and that COUNTY, except for purposes of submitting evidence and testimony as part of the hearing proceeds, will not in any manner influence, directly or indirectly, decisions made or to be made by PROVIDER.

4. PROVIDER shall immediately notify the County Administrative Officer of (i) any specific matter coming before the PROVIDER for which the PROVIDER must recluse himself/herself from hearing the matter because of a conflict of interest, and (ii) any practical reason why PROVIDER is unable to serve. Under such circumstances, the City Manager may appoint a temporary hearing officer to hear the respective administrative hearing(s) or have the matter assigned to another permanent hearing officer.

5. PROVIDER shall sit as the trier of fact and shall rule on questions of law and admissibility of evidence. PROVIDER shall demonstrate the objectivity necessary to conduct a fair and impartial review.

6. PROVIDER shall provide fair and impartial hearings for appeals of CITY-issued parking citations.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

7. PROVIDER shall be responsible for performance of all aspects of conducting the administrative hearings, including related correspondence with appellants and respondents, scheduling of hearings, preparation and preservation of the hearing record and the rendering of a decision in each matter, all in accordance with and subject to controlling law and the time frames provided therein.

8. PROVIDER shall conduct hearings in the facility designated and provided by COUNTY.

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

EXHIBIT "B"

DISCLOSURE OF CONFLICT OF INTEREST

(Administrative Hearing Officer)

		YES*	NO
1	Are you currently in litigation with the County of Mariposa or any of its agents?		X
2	Do you represent any firm, organization or person who is in litigation with the County of Mariposa?		X
3	Do you currently represent or perform work for any clients who do business with the County of Mariposa?	X	
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the County of Mariposa, or in a business which is in litigation with the County of Mariposa?		X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any County of Mariposa employee who has any significant role in the subject matter of this service?		X
	*If the answer to any question is yes, please explain in full below.		

Explanation:

(3) I am general counsel to the Stanislaus Regional Housing Authority which operates housing programs in Mariposa County.

Signature

Thomas E. Lewis

(name)

Law Office of Thomas E. Lewis

(company)

806 West 19th Street

(address)

Merced, CA 95340

(city, state, zip)

Attachment: Thomas Lewis Agmt - Hearing Officer for Parking Violations (RES-2022-193 : Approve a 3-Year Agreement with Tom Lewis)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-194

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Closure of Specific County Buildings & Parking Areas During Site Active Threat Trainings

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RECOMMENDATION AND JUSTIFICATION:
Approve closure of specific County buildings and parking areas during the 4-hour site specific active threat training sessions.

The training schedule and requested closures are as follows:

COMMUNITY HEALTH CENTER
Tuesday, May 3, 2022 from 8:00 a.m.-12:00 p.m.
Community Health
Health & Human Services
Staff unable to attend their assigned training session

COMMUNITY HEALTH CENTER PARKING LOT
Tuesday, May 3, 2022 from 7:00 a.m. - 12:00 p.m.

HEALTH & HUMAN SERVICES
Tuesday, May 3, 2022 from 1:00 p.m. - 5:00 p.m.
Health & Human Services

HEALTH & HUMAN SERVICES FRONT PARKING LOT
Tuesday, May 3, 2022 from 12:00 p.m. - 5:00 p.m.

GOVERNMENT CENTER
Thursday, May 5, 2022 from 8:00 a.m. - 12:00 p.m.
Administration-Human Resources-Technical Services
Board of Supervisors
Clerk of the Board's Office
County Counsel/Risk Management
Planning
Building
Environmental Health
Staff unable to attend their assigned training session

HALL OF RECORDS
Thursday, May 5, 2022 from 1:00 p.m. - 5:00 p.m.

Assessor/Recorder
Treasurer/Tax Collector/Co. Clerk
Auditor
Child Support Services
Library
Staff unable to attend their assigned training session

GOVERNMENT CENTER LOWER PARKING LOT
Thursday, May 5, 2022 from 7:00 a.m. - 5:00 p.m.

COUNTY FIRE HEADQUARTERS
Friday, May 6, 2022 from 1:00 p.m. - 5:00 p.m.
County Fire staff
Volunteer firefighters
District Attorney's Office
Probation (non-officer)
Staff unable to attend their assigned training session

COUNTY FIRE HEADQUARTERS PARKING LOT

PUBLIC WORKS (Meet at Fleet Building)
Thursday, May 12, 2022 from 8:00 a.m. - 12:00 p.m.
Public Works
Landfill (**closure not requested**)
UC Cooperative Extension
Agriculture Commission
Staff unable to attend their assigned training session

PUBLIC WORKS YARD
Thursday, May 12, 2022 from 8:00 a.m. - 12:00 p.m.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved a three-year contract between Mariposa County and Knowledge Saves Lives Inc. (KSL) on May 4, 2021. To allow for the best training experience and for safety purposes, KSL has requested that facilities where training is taking place be closed to the public during the 4-hour training.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board choose not to close all of the requested buildings listed above it would mean that some employees would miss this valuable safety training.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-195

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Copy Machine Contract

RECOMMENDATION AND JUSTIFICATION:
Approve a Five (5) Year Agreement for Copy Machine Service with RICOH USA, Inc.; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County has recently completed a Thirty nine (39) month agreement for copy machine services with Spriggs, Inc. Staff has been generally very satisfied with the services received through Spriggs, but changing department needs over the term of the contract has led to a number of additional agreements with differing contract terms.

After a thorough assessment of department needs and a series of negotiations, staff is now able to recommend a new agreement with RICOH USA, Inc. The new agreement is more responsive to County needs and a return of all equipment into a single agreement. The elimination of separate, stand-alone agreements will also result in significant savings.

This proposed agreement is aligned with the County values including delivery of a more excellent service at a sustainable cost. The agreement maintains the collaborative, centralized approach of the previous agreement and was made following all standards for integrity and transparency. Accordingly, staff recommends approval of the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 8, 2019, the Board adopted Resolution 2019-006 approving a 39 month contract with Spriggs, Inc.

On December 3, 2013, the Board adopted Resolution 13-533 approving a five-year contract with Spriggs, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the contract and lose copying and printing capabilities in County offices until a new contract can be negotiated.

FINANCIAL IMPACT:
Sufficient funding has been included in the budget for copy machine costs.

REF ID# 12713

ATTACHMENTS:
AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (PDF)
AMENDED - Final Ricoh Contracts for Signature 3-21-2022 Streamline NX (PDF)
Ricoh Contracts for Signature Streamline NX (PDF)

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

DocuSign Envelope ID: 0B6A6591-05B6-43FE-A40E-83A60793DA90

RICOH

Agreement #:MMSA30379704

U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION					
Legal Name	MARIPOSA COUNTY				
Bill To Address	P.O. Box 784				
City	MARIPOSA	**State**	CA	**Zip Code**	95338-2440

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment: (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation

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of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment,
including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

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(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response

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time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured

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equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER		**RICOH USA, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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RICOH

Ricoh USA, Inc.
300 Eagleview Blv
Suite 200
Exton, PA 19341

U.S. Communities Master Lease Agreement

Number: MLA30379704

CUSTOMER INFORMATION

Full Legal Name MARIPOSA COUNTY				
Address: 5100 Bullion Rd				
City MARIPOSA	State CA	Zip 95338-2440	Contact Leigh Westerlund	Telephone Number (209)966-3222
Federal Tax ID Number 31-1592545 *(Do Not Insert Social Security Number)*	Facsimile Number		E-mail Address lwesterlund@mariposacounty.org	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fair County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participat Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including a and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force a effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement a such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associa with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall referred to as the "Software."
2. Schedules; Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issu pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms a conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall gov the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitu complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and a Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement v not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to s and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. Term; Payments.

   (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. T remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to t Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.

   (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provi hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable effort assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer m have against Servicer under the Maintenance Agreement.

   (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a terminat is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of s termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to ret the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penal with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Prod financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedu and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Le Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payme and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the mont Payment that is attributable to maintenance, supplies, or any other service cost).

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You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or original intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATIONS CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equ

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(f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such ter and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it w or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts t you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsi for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interp this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEA AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sel assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep th obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will rele Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect w Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN O HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMU TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-T MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Le Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect und Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our design and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the par acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement w Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Managem Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclus responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYME OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIO CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDIN OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATIC PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purp of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (includi without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDU MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its addres facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemni will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agr that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differen or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatmen this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obt credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and th parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEA AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STA WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERR UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST T MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITI FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON W

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OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control sl constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, tria proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execut by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule contain your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purpos including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your origi manual signature.

18 State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Co the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing s governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occur (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your govern body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriati (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Dat you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part ther that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Sched and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all ot payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractua commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equa the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of mo for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 10 the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Le Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreemen enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental autho with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasona request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all s assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X_____ *Authorized Signer Signature*	By: X_____ *Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

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RICOH

ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: MARIPOSA COUNTY		
Address Line 1: P.O. Box 784		**Contact:** Leigh Westerlund
Address Line 2:		**Phone:** (209)966-3222
City: MARIPOSA		**E-mail:** lwesterlund@mariposacounty.org
ST/Zip: CA/95338-2440	**County:** MARIPOSA	**Fax:**

Check all that apply:

☐ PO Included PO#

☐ TS PO# (if applicable)

☐ Sales Tax Exempt (Attach Valid Exemption Certificate)

☐ Syndication

☐ Add to Existing Service Contract #

☐ PS Service (Subject to and governed by additional Terms and Conditions)

☐ IT Service (Subject to and governed by additional Terms and Conditions)

☑ Fixed Rate Service Term 60 Months

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: MARIPOSA COUNTY			
Address Line 1: P.O. Box 784		**Contact:** Leigh Westerlund	
Address Line 2:		**Phone:** (209)966-3222	
City: MARIPOSA		**E-mail:** lwesterlund@mariposacounty.org	
ST/Zip: CA/95338-2440	**County:** MARIPOSA	**Fax:**	
Service Term (Months)	**Base Billing Frequency**	**Overage Billing Frequency**	**Service Type**
60	MONTHLY	MONTHLY	GOLD

SHIP TO INFORMATION				
Customer Name	**Address Line 1 Address Line 2**	**City ST/Zip County**	**Contact**	**Phone E-mail Fax**
MARIPOSA COUNTY	5284 STATE HIGHWAY 49 N Probation Substation #8000	MARIPOSA CA/95338-9501 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION							
Product Description	**QTY**	**Service Level**	**Total B/W Allowance** *MONTHLY*	**B/W Ovg**	**Total Color Allowance** *MONTHLY*	**Color Ovg**	**Service Base** *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4998 COUNTY PARK RD Parks #6648	MARIPOSA CA/95338-2413 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC400SRF CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5246 SPRIGGS LN SR Community Service #6669	MARIPOSA CA/95338-8531 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC3000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN HHS Reception #5580	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC3500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4982 10TH ST Sheriff Admin #6653	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5091 BULLION ST Probation #6657	MARIPOSA CA/95338-2416 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM3500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN HHS Fiscal #5583	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM5000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN #6656 HHS Eligibility	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM7000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.0054	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN HHS Social Services #5581	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM4000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5085 BULLION ST Health #6662	MARIPOSA CA/95338-2416 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC4500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0499	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5100 BULLION ST Planning Department #5488	MARIPOSA CA/95338-2411 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0499	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4639 BEN HUR RD Public Works #6275	MARIPOSA CA/95338-9474 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0499	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4639 BEN HUR RD Public Works Engineering #6658	MARIPOSA CA/95338-9474 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC3000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5009 FAIRGROUNDS RD AG Farm Advisor #6661	MARIPOSA CA/95338-9435 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5078 BULLION ST Health Dept #6000	MARIPOSA CA/95338-2416 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5091 BULLION ST Probation #5263	MARIPOSA CA/95338-2416 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4639 BEN HUR RD Public Works #5000	MARIPOSA CA/95338-9474 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

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Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4963 10TH ST Sheriffs Office #4000	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4963 10TH ST Sheriffs Office #2000	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4982 10TH ST Grand Jury #6671	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5085 BULLION ST Veterans Services #6647	MARIPOSA CA/95338-2416 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)



Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4963 10TH ST Sheriff Dispatch back office	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5101 Jones St. #6668 Child Support	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4963 10TH ST Sheriff Detectives #6665	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC400SRF CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5739 STATE HIGHWAY 49 N Sheriff Jail #6650	MARIPOSA CA/95338-9565 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC400SRF CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)



Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5099 STATE HIGHWAY 49 N Sheriffs Office Front Office #	MARIPOSA CA/95338-9250 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5593 STATE HIGHWAY 49 N Landfill #5554	MARIPOSA CA/95338-9522 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5369 LEMEE LN HHS North County #557	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4639 BEN HUR RD Public Works Fleet #6652	MARIPOSA CA/95338-9474 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4982 10TH ST Health #6646	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5100 BULLION ST Environmental Health #6644	MARIPOSA CA/95338-2411 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5082 BULLION ST Fire #6654	MARIPOSA CA/95338-2416 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5100 BULLION ST Building Department #6643	MARIPOSA CA/95338-2411 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)



Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4982 10TH ST Tax Collector #6660	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4639 BEN HUR RD Public Works Facilities #6651	MARIPOSA CA/95338-9474 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5091 BULLION ST Probation CLETS #6266	MARIPOSA CA/95338-2416 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH P800 CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN HHS Shipping & Receiving #5576	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM3500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)



Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN HHS Family Services #5582	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM3500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN HHS Plaza 3 #5579	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM3500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5362 LEMEE LN HHS Plaza #1 #5577	MARIPOSA CA/95338-9556 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM3500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4982 10TH ST Assessor #6659	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM3500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)



Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5100 BULLION ST Board of Supervisors #6217	MARIPOSA CA/95338-2411 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC4500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0499	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4982 10TH ST Auditor #5399	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM5000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5100 BULLION ST HHS Executive #9000	MARIPOSA CA/95338-2411 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0499	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5100 BULLION ST HHS Administration #9500	MARIPOSA CA/95338-2411 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0499	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5080 JONES ST Victim / Witness #5339	MARIPOSA CA/95338-2424 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4963 10TH ST OES #1000	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	4963 10TH ST Sheriff Dispatch #3000	MARIPOSA CA/95338-2440 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5085 Bullion St. District Attorney #6664	MARIPOSA CA/95338-2420 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.0541	$0.00

SHIP TO INFORMATION

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	10549 FISKE RD Sheriff North County #9700	COULTERVILLE CA/95311-9584 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	9729 MERCED FALLS RD Sheriff Boating Unit #9800	LA GRANGE CA/95329-8632 STANISLAUS	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5739 STATE HIGHWAY 49 N Jail Control Room 9600	MARIPOSA CA/95338-9565 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH P800 CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0	$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MARIPOSA COUNTY	5739 STATE HIGHWAY 49 N Jail Booking #6391	MARIPOSA CA/95338-9565 MARIPOSA	Leigh Westerlund	(209)966-3222 lwesterlund@mariposacounty.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *MONTHLY*	B/W Ovg	Total Color Allowance *MONTHLY*	Color Ovg	Service Base *MONTHLY*
RICOH IMC300F CONFIGURABLE PTO MODEL	1	SILVER	0	0.006	0	0.0541	$0.00

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN CONNECT - SEG4	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
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TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 2	1
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TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN - PRINTER	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN - PRINTER	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG 5	1
ZBA 0 PERCENT LEASE RATE	51
[OA][OOD]SMART INTEGRATION CONNECTORS BUNDLE - ONE TIME CHARGE BILLED UPFRONT INC1DEV	51
[OA]TS IMPLEMENTATION - CONNECTORS	51

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper.	**BASIC CONNECTIVITY / PS / IT Services :**	
Silver: Includes all supplies. Excludes paper and staples.	**BuyOut After Promotions:**	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	**Grand Total: (Excludes Tax)**	
Additional Provisions: ***Insert ANY additional provisions here***		
Per US Communities Contract 4400003732		

Accepted by Customer	**Accepted: Ricoh USA, Inc.**
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Initials

Attachment: AMENDED - Final Documents for Mariposa County 3-21-2022 Fleet (RES-2022-195 : Copy Machine Contract)

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RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

U.S. Communities Product Schedule

Product Schedule Number:
Master Lease Agreement Number: MLA30379704

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and MARIPOSA COUTNY, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

MARIPOSA COUNTY				Leigh Westerlund			
Customer (Bill To)				Billing Contact Name			
5100 Bullion Rd				P.O. Box 784			
Product Location Address				Billing Address *(if different from location address)*			
MARIPOSA	MARIPOSA	CA	95338-2440	MARIPOSA	MARIPOSA	CA	95338-2440
City	County	State	Zip	City	County	State	Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(209)966-3222		lwesterlund@mariposacounty.org

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	5101 JONES ST, MARIPOSA, CA, 95338-2420, US
1	RICOH IMC4500 CONFIGURABLE PTO MODEL	5100 BULLION ST, MARIPOSA, CA, 95338-2411, US
1	RICOH IM5000 CONFIGURABLE PTO MODEL	4982 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	4963 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	4963 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	4982 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	5100 BULLION ST, MARIPOSA, CA, 95338-2411, US
1	RICOH P800 CONFIGURABLE PTO MODEL	5091 BULLION ST, MARIPOSA, CA, 95338-2416, US
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	5100 BULLION ST, MARIPOSA, CA, 95338-2411, US
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	5080 JONES ST, MARIPOSA, CA, 95338-2424, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	4963 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	5091 BULLION ST, MARIPOSA, CA, 95338-2416, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	4639 BEN HUR RD, MARIPOSA, CA, 95338-9474, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	4963 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	4982 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	5085 BULLION ST, MARIPOSA, CA, 95338-2416, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	4982 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC3000 CONFIGURABLE PTO MODEL	5246 SPRIGGS LN, MARIPOSA, CA, 95338-8531, US
1	RICOH IMC3500 CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	5091 BULLION ST, MARIPOSA, CA, 95338-2416, US
1	RICOH IMC4500 CONFIGURABLE PTO MODEL	5085 BULLION ST, MARIPOSA, CA, 95338-2416, US
1	RICOH IM5000 CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IM7000 CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5099 STATE HIGHWAY 49 N, MARIPOSA, CA, 95338-9250, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	4963 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IMC400SRF CONFIGURABLE PTO MODEL	5739 STATE HIGHWAY 49 N, MARIPOSA, CA, 95338-9565, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5593 STATE HIGHWAY 49 N, MARIPOSA, CA, 95338-9522, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5369 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	4639 BEN HUR RD, MARIPOSA, CA, 95338-9474, US

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

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1	RICOH IM2500A CONFIGURABLE PTO MODEL	4982 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	5739 STATE HIGHWAY 49 N, MARIPOSA, CA, 95338-9565, US
1	RICOH IM4000 CONFIGURABLE PTO MODEL	5362 LEMEE LN, MARIPOSA, CA, 95338-9556, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	5284 STATE HIGHWAY 49 N, MARIPOSA, CA, 95338-9501, US
1	RICOH IMC400SRF CONFIGURABLE PTO MODEL	4998 COUNTY PARK RD, MARIPOSA, CA, 95338-2413, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	10549 FISKE RD, COULTERVILLE, CA, 95311-9584, US
1	RICOH P800 CONFIGURABLE PTO MODEL	5739 STATE HIGHWAY 49 N, MARIPOSA, CA, 95338-9565, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	9729 MERCED FALLS RD, LA GRANGE, CA, 95329-8632, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	4982 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5100 BULLION ST, MARIPOSA, CA, 95338-2411, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5082 BULLION ST, MARIPOSA, CA, 95338-2416, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5100 BULLION ST, MARIPOSA, CA, 95338-2411, US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	4639 BEN HUR RD, MARIPOSA, CA, 95338-9474, US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	5078 BULLION ST, MARIPOSA, CA, 95338-2416, US
1	RICOH IMC400SRF CONFIGURABLE PTO MODEL	4963 10TH ST, MARIPOSA, CA, 95338-2440, US
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	4639 BEN HUR RD, MARIPOSA, CA, 95338-9474, US
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	5009 FAIRGROUNDS RD, MARIPOSA, CA, 95338-9435, US
1	RICOH IMC3000 CONFIGURABLE PTO MODEL	4639 BEN HUR RD, MARIPOSA, CA, 95338-9474, US
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	5100 BULLION ST, MARIPOSA, CA, 95338-2411, US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
60	$4,043.36	☑ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

_____

_____
Initials

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X_____ Authorized Signer Signature	By: X_____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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RICOH

Agreement #:MMSA30842912

U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION					
Legal Name	MARIPOSA COUNTY				
Bill To Address	P.O. Box 784				
City	MARIPOSA	**State**	CA	**Zip Code**	95338-2440

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment: (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation

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RICOH

of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment,
including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

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(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response

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time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured

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equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER		**RICOH USA, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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RICOH

Ricoh USA, Inc.
300 Eagleview Blv
Suite 200
Exton, PA 19341

U.S. Communities Master Lease Agreement

Number: MLA30842912

CUSTOMER INFORMATION

Full Legal Name MARIPOSA COUNTY				
Address 5100 Bullion Rd				
City MARIPOSA	State CA	Zip 95338-2440	Contact Leigh Westerlund	Telephone Number (209)966-3222
Federal Tax ID Number 31-1592545 *(Do Not Insert Social Security Number)*	Facsimile Number		E-mail Address lwesterlund@mariposacounty.org	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fair County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participat Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including a and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force a effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement a such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associa with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall referred to as the "Software."
2. Schedules; Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issu pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms a conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall gov the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitu complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and a Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement v not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to s and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. Term; Payments.

   (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. T remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to t Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.

   (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provi hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer m have against Servicer under the Maintenance Agreement.

   (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a terminat is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of su termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to ret the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penal with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Prodi financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedu and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Le Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payme and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the mont Payment that is attributable to maintenance, supplies, or any other service cost).

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You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or original intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATIONS CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equ

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(f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such ter and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it w or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts t you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsi for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interp this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEA AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sel assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep th obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will rele Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect w Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN O HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMU TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-T MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Le Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect und Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our design and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the par acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement w Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Managem Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclus responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYME OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIO CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDIN OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATIC PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purp of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (includi without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDU MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its addres facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemni will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agr that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differen or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatmen this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obt credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and th parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEA AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STA WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERR UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST T MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITI FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON W

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OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control sl constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, tria proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execut by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule contain your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purpos including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your origi manual signature.

18 State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Co the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing s governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occur (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your govern body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriati (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Dat you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part ther that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Sched and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all ot payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractua commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equa the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of mo for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 10 the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Le Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreemen enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental autho with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasona request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all s assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X_____ *Authorized Signer Signature*	By: X_____ *Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

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RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

U.S. Communities Product Schedule

Product Schedule Number:
Master Lease Agreement Number: MLA30842912

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and MARIPOSA COUTNY, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

MARIPOSA COUNTY				Leigh Westerlund			
Customer (Bill To)				Billing Contact Name			
5100 Bullion Rd				P.O. Box 784			
Product Location Address				Billing Address *(if different from location address)*			
MARIPOSA	MARIPOSA	CA	95338-2440	MARIPOSA	MARIPOSA	CA	95338-2440
City	County	State	Zip	City	County	State	Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(209)966-3222		lwesterlund@mariposacounty.org

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
60	$110.21	☑ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

Attachment: AMENDED - Final Ricoh Contracts for Signature 3-21-2022 Streamline NX (RES-2022-195 : Copy Machine Contract)

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3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

_____

_____
Initials

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: **X**_____ Authorized Signer Signature Printed Name: _____ Title: _____Date: _____	By: **X**_____ Authorized Signer Signature Printed Name: _____ Title: _____Date: _____

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RICOH

Agreement #:MMSA30842912

U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION					
Legal Name	MARIPOSA COUNTY				
Bill To Address	4982 10TH ST				
City	MARIPOSA	**State**	CA	**Zip Code**	95338-2440

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment: (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation

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RICOH

of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment,
including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

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(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response

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time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured

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equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER		**RICOH USA, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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RICOH

Ricoh USA, Inc.
300 Eagleview Blv
Suite 200
Exton, PA 19341

U.S. Communities Master Lease Agreement

Number: MLA30842912

CUSTOMER INFORMATION

Full Legal Name MARIPOSA COUNTY				
Address 4982 10TH ST				
City MARIPOSA	State CA	Zip 95338-2440	Contact Leigh Westerlund	Telephone Number (209)966-3222
Federal Tax ID Number 31-1592545 *(Do Not Insert Social Security Number)*	Facsimile Number		E-mail Address lwesterlund@mariposacounty.org	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fair County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participat Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associa with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall referred to as the "Software."
2. Schedules; Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule iss pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall gov the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitu complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it i good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to s and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. Term; Payments.

   (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to t Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.

   (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provi hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable effort assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer m have against Servicer under the Maintenance Agreement.

   (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a terminat is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of s termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to ret the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penal with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Prod financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Sched and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Le Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payme and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the mont Payment that is attributable to maintenance, supplies, or any other service cost).

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You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or original intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATIONS CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equ

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(f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such te and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it w or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts t you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsi for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interp this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEA AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sel assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep th obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will rele Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect w Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN O HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMU TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-T MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Le Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect und Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our design and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the par acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement w Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Managem Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclus responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYME OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIO CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDIN OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATIC PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purp of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (includi without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDU MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its addres facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemni will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agr that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differen or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatmen this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obt credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and th parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEA AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STA WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERR UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST T MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITI FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON W

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OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control sl constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, tria proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execut by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule contain your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purpos including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your origi manual signature.

18 State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Co the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing s governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occur (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your govern body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriati (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Dat you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part ther that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Sched and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all ot payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractua commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equa the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of mo for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 10 the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Le Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreemen enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental autho with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasona request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all s assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X_____ *Authorized Signer Signature*	By: X_____ *Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

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DocuSign Envelope ID: 64B74B3D-A1E4-47E3-8F73-2D61C53D2ADB

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

U.S. Communities Product Schedule

Product Schedule Number:
Master Lease Agreement Number: MLA30842912

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and MARIPOSA COUTNY, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

MARIPOSA COUNTY				Leigh Westerlund			
Customer (Bill To)				Billing Contact Name			
4982 10TH ST				4982 10TH ST			
Product Location Address				Billing Address *(if different from location address)*			
MARIPOSA	MARIPOSA	CA	95338-2440	MARIPOSA	MARIPOSA	CA	95338-2440
City	County	State	Zip	City	County	State	Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(209)966-3222		lwesterlund@mariposacounty.org

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
60	$110.21	☑ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

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3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

_____

_____
Initials

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: **X**_____ Authorized Signer Signature	By: **X**_____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____Date: _____	Title: _____Date: _____

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MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-196

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Salaries for Reserve Firefighters and Volunteers

RECOMMENDATION AND JUSTIFICATION:
Approve a salary for the Reserve Firefighter I extra-help classification at $18.00 per hour; the Reserve Firefighter II extra-help classification at $20.00 per hour; and amend the Volunteer Firefighter hourly wages to two steps, with step one tied to the California minimum wage and step two 10% above step one, in the County Fire Department, effective immediately.

On February 1, 2022, the Board of Supervisors approved a job description for a Reserve Firefighter I/II extra-help classification under the supervision of Mariposa County Fire Command and Control Cal Fire staff. Human Resources, in concurrence with County Fire, is now requesting approval of competitive salaries for this flex classification in order to begin a recruitment. An amendment to the existing salary table for volunteer firefighters is also requested.

Assembly Bill 1299 states that volunteer firefighters may be paid a nominal fee that does not exceed 20 percent (20%) of the average California firefighter salary. Accordingly, staff is recommending replacing our current eight-step payment structure for greater clarity and competitiveness.

The first step, at $18.00 per hour, is four dollars higher than minimum wage and intended as the primary rate for volunteer firefighters. A second step at $20.00 per hour, approximately 10 percent (10%) higher than step one, provides a higher wage for qualified drivers/operators of engines and water tenders who are required to complete additional training and certification to perform these functions.

In addition to their valuable service to the community, volunteer firefighters can also be called out on strike teams to fight fires in other areas of the state. When this occurs, the County receives reimbursement for these services. Established California Office of Emergency Services wages will continue to be used when providing assistance to federal and state agencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 1, 2022, the Board of Supervisors approved the new Reserve Firefighter I/II extra-help classification. The Board approves all salaries for new classifications, and any requested salary changes from time to time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may choose to approve different salaries; however, approval of lower salaries may result in recruitment and retention issues. If no salaries are approved, the department will not be able to recruit and hire for the Reserve Firefighter I/II classification, and volunteer recruitment and retention may decline.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Deputy Sheriffs' Association (DSA)

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[X] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization: Deputy Sheriffs' Association (DSA)
Name of County Designated Representative: Richard C. Bolanos
Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: _____ (Government Code Section 54954.5)

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

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property: _____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved: _____
Title of officer of law enforcement agency: _____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for: _____
Number of license or permit applicants: _____
Name of applicant(s): _____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Sheriff's Management Association (SMA)

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[X] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization: Sheriff's Management Association (SMA)
Name of County Designated Representative: Richard C. Bolanos
Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: _____ (Government Code Section 54954.5)

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

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property: _____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved: _____
Title of officer of law enforcement agency: _____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for: _____
Number of license or permit applicants: _____
Name of applicant(s): _____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD

MARIPOSA COUNTY

Administration · 966-3222

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - McCormick / Westmed Partners Building

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

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

[X] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property: 4975 12Th Street, 5114 Bullion Street, APN 013-114-002, and APN 013-114-007
Agency negotiator: Dallin Kimble, County Administrative Officer
Negotiating parties: (Specify name of party or parties (not agent)): Westmed Partners
Closed session will concern: ( ) price; ( ) terms of payment; (X) both.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Midpines Community Plan Draft Update

TITLE OF PRESENTATION:

Draft Midpines Community Plan Update

BACKGROUND AND HISTORY:

The Midpines Planning Advisory Committee (MPAC) completed preparation of the Draft Midpines Community Plan (Plan). On October 14, 2020, the MPAC directed staff to present the draft plan to the Board of Supervisors for comments and initiation of draft plan processing.

On December 8, 2020 the Board considered the Plan and Adopted Resolution No. 2020-717 which initiated the processing of the Plan. As a part of the consideration, the Board provided comments.

The MPAC subsequently edited the Plan to address the Board's comments. Those edits were completed by the MPAC on January 12, 2022.

The following summarizes the MPAC response to the Board Comments:

Midpines Community Plan Area Boundaries

Board Comments: Boundaries are too large and contain too much Federal land that would not have County jurisdiction. Agriculture/Working Landscape land use is within the Plan area boundary; suggested that those lands be removed from the plan area.

Response: The MPAC reduced the size of the planning area by over half from the December 2020 study area to a final land use and boundary map.

Fire Regulations

Board Comments: Concerns expressed regarding adding additional fire regulations/requirements (Fire Protection Overlay - FPO) in the plan. Fire regulations

Information Item

should be done on a County level and be uniform in the County. Additional regulations are already on the way at the State and regional level.

Response: The MPAC addressed these in the Plan language requiring a review for need of a future FPO instead of implementing the FPO immediately (with plan adoption).

Scenic Highway Overlay (SHO)

Board Comments: Concerns expressed regarding expanding review for all Residential Development.

Response: Addressed in the Plan through implementation of existing SHO as is (no new regulations), with an implementation measure to evaluate need for any changes in the future.

*Additional information is included in the attached presentation.

Next Steps

1) Staff will return the draft to the Midpines Planning Advisory Committee with a report from this meeting.

2) Staff will begin preparation of environmental review documents for the draft plan, pursuant to the California Environmental Quality Act (CEQA).

3) The draft plan and CEQA determination will be scheduled for public review and recommendation by the MPAC.

4) The draft plan, CEQA determination and MPAC recommendation will be scheduled for a public hearing and recommendation by the Planning Commission.

5) The draft plan, CEQA determination, MPAC and Planning Commission recommendations will be scheduled for a public hearing for Board of Supervisors consideration and final action to adopt the plan.

See attached.

ATTACHMENTS:
Midpines Community Plan Draft Jan 2022 (PDF)
Presentation Midpines Draft Community Plan update (PDF)

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY GENERAL PLAN

VOLUME II - AREA PLANS AND INTERIM LAND USE PLANS

MIDPINES COMMUNITY PLAN

January 2022-DRAFT



Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

MIDPINES COMMUNITY PLAN
ADOPTION AND UPDATES

DATE	RESOLUTION	DESCRIPTION	GP VOLUME AFFECTED
			II

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

THE COUNTY OF MARIPOSA
Midpines Community Plan
DRAFT-JANUARY 2022

Midpines Planning Advisory Committee
Gary Francisco, Chair
Heather Huppe, Vice-Chair
Angela Heiss
Candy O'Donel – Browne
Caroline McGrath
Charles Lammers
Eileen Collins
Adam Ferguson
Penelope Henderson (former)
Chuck Fleming (former)
Don Fox (former)
Ed Temple (former)
George Chynoweth (former)
Tre Ford (former)
Vernon Parker (former)

Ex Officio Members:

Supervisor District 1:
Rosemarie Smallcombe
Lee Stetson (Former)

Planning Commissioner District 1:
Ed Walls
Renea Kennec (Former)
Les Marsden (Former)

Resource
John Schroeder, MCRCD Fire Ready Group
Ed Temple, Friends of Bear Creek
Lee Stetson, Community Resource
Ron Loya, Historian

Staff
Sarah Williams, Planning Director
Alvaro Arias, Deputy Planning Director (former)
Brian Foucht, Deputy Planning Director (former)
Steve Engfer, Senior Planner
Jonathan White, GIS Specialist (Data, Figures)
Carol Suggs, Office Technician

MARIPOSA COUNTY PLANNING DEPARTMENT
P. O. Box 2039 • Mariposa, CA 95338 • 209.966.5151 www.mariposacounty.org/planning

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

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Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

1 Introduction and Setting

1.1 PURPOSE

The purpose of the Midpines Community Plan is to implement the General Plan Land Use Element policies. The planning process designed for this purpose invited the community to have an ongoing conversation about: 1) the community that exists; and 2) possibilities that will contribute to the viability and sustainability of the Midpines community as a distinct place among the various Mariposa County Planning Study Areas identified in the General Plan.

The Midpines Community Plan relies extensively on a careful evaluation of land use, development, circulation, natural resources and ecological character of the area contained in the Background Report (2014). This report documents the community engagement and environmental setting upon which the Plan is prepared.

The General Plan currently classifies Midpines as a Community Plan Area, consistent with the current character of this area, which the General Plan Background Report describes as an area that is "Forested, modest, rural subdivision, with small scale commercial oriented to tourists". Community preferences expressed during the planning process seek to retain a strong rural character for the area as the principal means of protecting its historical character, natural beauty, the integrity of its watersheds and forest and riparian habitats, and to respond to the fire adapted landscape within which the Midpines community is located (ref. Background Report Section Section XI.).

1.2 LOCATION

Midpines, one of Mariposa County's seventeen Planning Areas shown in Figure 1-1, is located near the center of Mariposa County along Highway 140, between the town of Mariposa and Yosemite National Park. The principal access to the Midpines community is along Highway 140. The Midpines Plan encompasses approximately 22.7 square miles (14,544 acres), ensuring that the community's issues and objectives are addressed in the appropriate context and detail.

A large portion of the Midpines Community Planning Area is located within the Scenic Highway Overlay for Highway 140, which is a state designated Scenic Highway through Midpines. The Scenic Highway Overlay protects the scenic qualities of this corridor.

1.3 POPULATION AND HOUSING

Midpines had a population of approximately 1,200 persons in 2010. The population is approximate because census tracts do not align with the Midpines Community Planning Area boundaries.

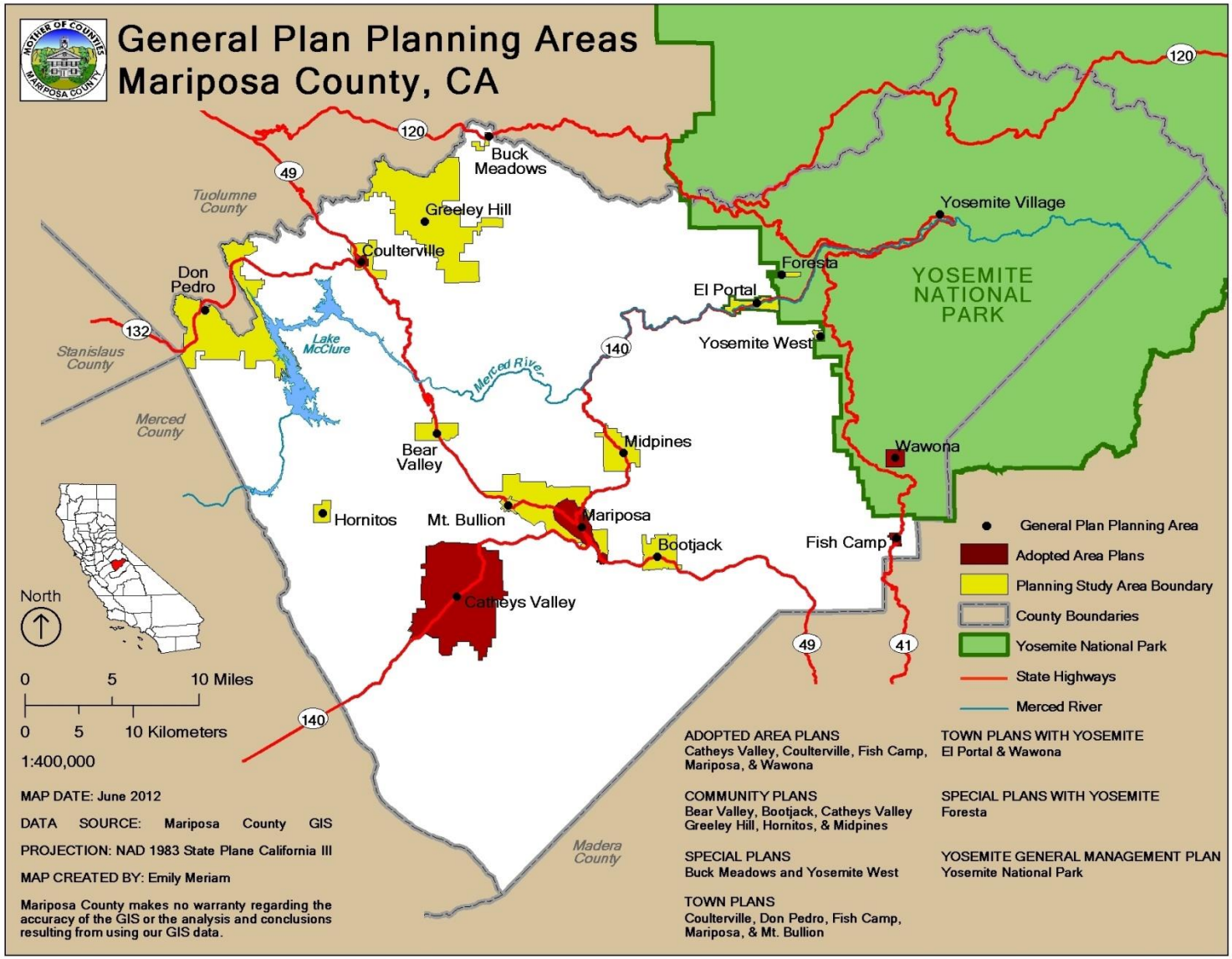
In 2010, there were approximately 627 housing units in Midpines with 28 of them being monthly rentals. Thirty-one (31) of the units are used as vacation (transient occupancy) rental units. The homeowner vacancy rate is approximately 1.5% and the rental vacancy rate is 10.4%

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1

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Figure 1-1 Mariposa County Planning Areas



Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

1.4 EVOLUTION OF THE MIDPINES COMMUNITY PLAN

In February 2013, the Midpines Planning Advisory Committee (MPAC) approved the program for preparation of the Midpines Community Plan. The program outlines the planning process in several different ways (roles, culture, information, and tools), and references the leadership of the MPAC and its committees in conducting the planning program.

The leadership role assigned to MPAC is based on the General Plan policy requiring that the Plan be prepared by the Midpines Planning Advisory Committee for recommendation to the Board of Supervisors. This means that, while staff will guide the process, assemble information, document decisions, and write reports, the ultimate responsibility for determining the content of the plan rests with MPAC. The initial program adopted by the Board of Supervisors and MPAC ensures that the planning activities, including those used to inform the plan, involve assigned members of the MPAC and result from specific MPAC deliberation and direction to staff.

This schedule has been significantly extended by the MPAC to accommodate an expanded community engagement program. This program has provided a variety of opportunities for residents and stakeholders to identify key community issues and concerns.

1.5 RELATIONSHIP TO THE MARIPOSA COUNTY GENERAL PLAN

State of California Planning and Zoning Law (Government Code Sections 65000-66033) sets requirements for land use planning at the local government level and specifies that a local general plan shall be prepared and maintained by local governmental agencies. "Community plan" is a term for a plan that focuses on a particular region or community within a general plan area. A community plan is adopted by resolution as an amendment to a general plan, in the manner set out in Section 65350, et seq., and refines general plan policies as they apply to a community and are implemented by ordinances and other discretionary actions, such as zoning. A community plan shall be internally consistent with a general plan. To facilitate consistency, a general plan provides a policy framework for the detailed treatment of issues in a community plan. To simplify implementation, a community plan and general plan should share a uniform format for land use categories, terminology, and diagrams. Each community plan does not need to address the issues required by Section 65302 when the general plan satisfies these requirements.

The Midpines Plan is based upon, and is consistent with, the Mariposa County General Plan. The Midpines Plan is tiered from the General Plan and both share a uniform format. The Midpines Plan is in Volume II, Section 2 of the General Plan.

1.6 HOW TO USE THE COMMUNITY PLAN

To use this Plan, the General Plan should first be reviewed for goals and policies applicable to issues or topics under consideration. The General Plan Land Use Map should also be reviewed to determine the designated type, location, and intensity of permissible development for any particular property or area. After reviewing the General Plan, this

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Community Plan should be reviewed for more detailed and "Midpines-specific" goals, policies and implementation programs.

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2 Issues Important to Midpines Citizens

This Chapter identifies specific Midpines issues that tier from Mariposa County General Plan Chapter 2.

The Midpines area is the last large area of private land between Mariposa and Yosemite National Park, which makes it conducive to receive future growth pressure for both tourist and residential facilities. The Midpines Community wishes to balance this potential growth with the desire of the community to remain a rural community and protect its natural beauty, historical character, and the integrity of its watersheds, forest and riparian habitats. All the while, responding to the fire adapted landscape/ecosystems within which the Midpines community exists.

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2.1 ISSUES OF IMPORTANCE

Through the public engagement process and work of adhoc committees, the Midpines Planning Advisory Committee has identified the following issues, which serve as the basis of the Midpines Community Plan. These issues are addressed through the goals, policies, and implementation measures of the Midpines Community Plan.

- Maintain rural character;
- Promote fire safety;
- Provide for commercial development at an appropriate scale;
- Provide areas for growing home-based business and rural home industries; and
- Ensure commercial development is compatible with existing character.

2.2 MIDPINES BOUNDARIES

The 2006 Mariposa County General Plan identifies an interim Midpines Community Planning Study Area and related policies pending adoption of a Community Plan. Land uses consistent with this Planning Area are single-family residential, rural commercial, recreation/resort-oriented, small business and public facilities. Multi-family residential of more than two attached dwelling units are not consistent. Nonetheless, the Midpines Planning Advisory Committee has contemplated a more expansive boundary that encompasses both developed and undeveloped areas such that the character of the area can be recognized, protected and enhanced.

The Midpines Planning Advisory Committee identified an expanded Community Plan Study Area within which a Community Plan boundary will be established. The Study area was bounded by the Merced River to the north; Sweetwater Creek and Snow Creek to the east; Snow Creek to the south; and Fremont Peak to the west. The final Community Plan boundaries are identified in Figure 2-1.

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1 Figure 2-1 - Planning Area Boundary

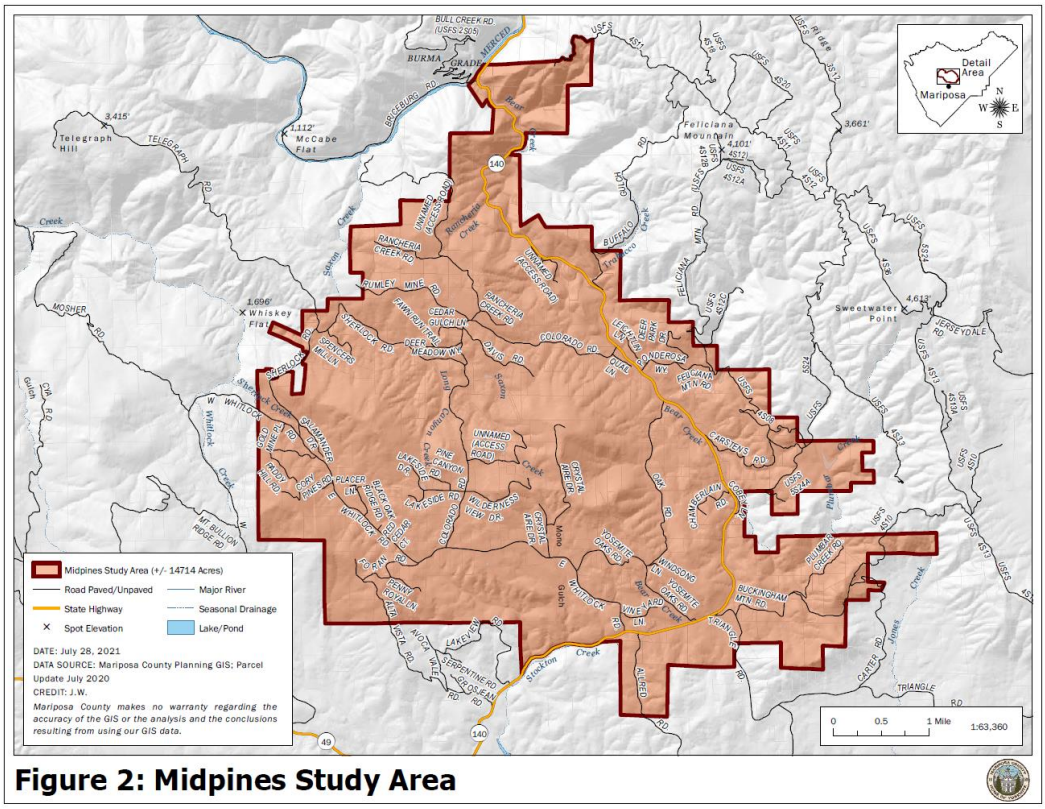


Figure 2: Midpines Study Area

2

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3 Guiding Principles

Guiding Principles are the overriding concepts directing development of the Midpines Community Plan. They tier from and are consistent with the Guiding Principles found in Chapter 3 of the Mariposa County General Plan. The purpose of Guiding Principles is to define the significant and long-term objectives for the Midpines Plan and a vision for the Midpines community. In 2014, the Midpines Planning Advisory Committee adopted a vision statement that synthesized all of the input obtained through the public engagement process. This vision statement serves as the guiding principle of this community plan.

3.1 GUIDING PRINCIPLES

The following vision statement establishes principles to guide any future plan amendments and implementation measures.

- Midpines will continue to be a rural community of diverse neighborhoods and environments. Personal, community and governmental actions will achieve a strong sense of community that honors our natural resources and our historical and cultural heritage. The Midpines community will work to achieve the following:

    - The social, natural, historical and cultural resources of Midpines, including water resources, will be proactively protected for the enjoyment of visitors and residents.

    - Midpines rural character will be maintained and reinforced through the preservation of scenic open spaces, forested areas, and the quiet, natural beauty of the area.

    - Outdoor recreational opportunities will be encouraged, developed, and promoted as important social and economic elements of the community for residents and visitors.

    - Existing and new home-grown and small businesses that are compatible with the historical and environmental context will be supported and encouraged.

    - Housing will be developed in a way that preserves open space, rural character, natural resources, and the history of Midpines.

    - Community safety and resilience, and a balance between the protection of private property rights and the needs of the community, will be achieved through strong community action and shared responsibility for hazardous fuel removal, resulting in a fire safe, forested community.

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- Community well-being will be maintained by managing growth in accordance with the carrying capacity of community infrastructure and by encouraging a diverse economy and population.

- New development will provide public services as development occurs without compromising levels of service or burdening existing residents with the cost of these services.

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4 Midpines Community Plan Administration

This Chapter tiers from Mariposa County General Plan Chapter 4, General Plan Administration, and discusses the role of advisory bodies on Midpines issues. General Plan Chapter 4 addresses the following issues:

- Interpretation of General Plan provisions;
- Review and update of the General Plan;
- Amending the General Plan;
- Interim administration of the General Plan; and
- General Plan implementation.

4.1 ROLE OF ADVISORY BODIES IN MIDPINES COMMUNITY PLAN IMPLEMENTATION

The following committees appointed by the Board of Supervisors are established to provide advice and recommendations on policy, implementation, and review in compliance with Mariposa County Code Chapters 2.50.100, 2.90, and 2.110 and implementing resolutions:

- Agricultural Advisory Committee;
- Midpines Community Planning Advisory Committee; and
- Historic Sites and Records Preservation Commission.

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5 Goals and Policies of the Midpines Community Plan

This Chapter provides background information on key issues and establishes specific Midpines goals and policies that build off the Mariposa County General Plan. The Midpines Plan goals, policies, and implementation measures focus on land use (Section 5.1), infrastructure and services (Section 5.2), and safety (Section 5.3).

The General Plan includes twelve elements as follows:

Chapter 5 – Land Use;
Chapter 6 – Economic Development;
Chapter 7 – Arts and Culture;
Chapter 8 – Housing;
Chapter 9 – Circulation, Infrastructure, and Services;
Chapter 10 – Agriculture;
Chapter 11 – Conservation and Open Space;
Chapter 12 – Local Recreation;
Chapter 13 – Regional Tourism;
Chapter 14 – Historic and Cultural Resources;
Chapter 15 – Noise; and
Chapter 16 – Safety.

The General Plan is the controlling document and its policies prevail countywide. The General Plan goals and policies are not repeated in the Midpines Plan and the user is referred to the General Plan for policy guidance.

The Midpines Plan provides supplemental goals, policies, and implementation measures that tier from and refine the General Plan, focusing on issues and opportunities specific to Midpines. The goals and policies presented in the Midpines Plan are organized utilizing the General Plan's numbering system and are numbered using the prefix "Midpines".

5.1 LAND USE

5.1.01 MAINTAINING RURAL CHARACTER

MIDPINES DESIGN STANDARDS

The built environment is one of the most effective and recognizable ways for a community to express its values and identity. As expressed throughout the area planning process and codified in its Vision Statement, the Midpines community embraces the cultural and ecological aspects of its rural character and identity, celebrating the historical lifeways and aesthetic heritage that contribute to its contemporary sense of place. Appropriate design review criteria are essential and intended to ensure that all development in Midpines contributes to this vision, articulates the community's historical and cultural heritage, and celebrates its natural resources. Goals and policies are included in the plan to apply Scenic Highway Overlay standards to all development within the Scenic Highway Overlay.

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5.1.02 LAND USE CLASSIFICATIONS

California Government Code §65302 et seq. requires a general plan to include maps designating the general distribution and location of land uses. With no incorporated cities, the Mariposa County General Plan serves both the regional needs of the County and the more precise planning needs of Midpines. Land use classifications are used to identify future land uses in Midpines. The Midpines Community Plan, a part of the General Plan, serves as the general plan for the Midpines area.

The Midpines Community Plan includes six land use classifications, as shown in Figure 5-1:

- Residential;
- Rural Economic;
- Planned Development Area
- Agriculture/Working Landscape;
- Natural Resources; and
- Public Sites.

The Midpines Community Plan land use classifications are different from zoning districts established in the County Zoning Ordinance. The purpose of a land use classification is to paint a picture of the future land use patterns of Midpines. The land use classifications generally follow the existing zoning in Midpines, with some changes involving a commercial area along the Highway 140 corridor. Existing residential areas remain unchanged from existing patterns, with the exception of the aforementioned commercial area.

California General Plan law requires land use classifications to describe an extent of uses, population density, and building intensity. These requirements form the basis for the later development of the implementing zoning.

Zoning districts (zones) serve as implementation of the General Plan and the Midpines Plan. Zoning districts, identified within each land use category, implement the Midpines Community Plan's purposes. The zones specify entitlements by prescribing permitted uses. The zones prescribe administrative uses, permitted uses, conditional uses, accessory uses, temporary uses, and site development and supplementary standards.

The Midpines Community Plan land use classifications are organized following the format of the General Plan as follows:

- Purpose;
- Extent of uses;
- Consistent zoning classifications;
- Population density standards;
- Building intensity standards; and
- Criteria for inclusion in the land use classification.

Development standards, prescription of uses, and other requirements are implemented through the Zoning Ordinance, Title 17 of the Mariposa County Code, which shall be amended to accommodate the special zoning standards in the Midpines Community Plan.

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- The purpose defines the need for the classification and the reasons for its inclusion in the Midpines Plan.
- The extent of uses defines the general characteristics of the use of land within the classification. The extent of uses is not intended to serve as a supplement to, or override the prescribed administrative uses, permitted uses, and conditional uses implemented through zoning.
- Zoning consistency defines which of the County's zoning districts are permitted within a land use classification. Some may need the development of new zones not yet found within the current County regulations.
- Population density is the maximum number of projected persons per acre of gross land area based on the number of dwelling units and the Year 2010 Census number of persons per dwelling unit. Population density is a numeric calculation and does not create an actual regulation or limit on occupancy.
- Building intensity represents different characteristics for different types of uses. For residential development, building intensity is the number of dwelling units per 5 acres of gross land area. For non-residential development, building intensity is the employee/user capacity of a facility. This may be determined in square footage, lot coverage, traffic generation, or other defined factors in the explanation under a land use classification.
- Criteria for inclusion are policy specifics applicable to the review of any application that proposes to change the land use classification of land from one classification to another.

A. MIDPINES RESIDENTIAL

The Midpines Community Plan applies the Residential land use classification, General Plan Section 5.3.02, except as modified herein. Accessory uses may be developed after the primary use is in place.

A(1) Site Development and Supplementary Standards

Site development and supplementary standards are implementation requirements of the Midpines Community Plan. Some standards include broader policies defined to aid implementation. The standards included in this section are required for new development, unless otherwise specified in the Midpines Community Plan or the General Plan.

Access

Adequate access shall be provided to all development. All driveways shall be constructed in accordance with current Fire Safe regulations (as determined by CAL FIRE). New subdivisions shall be served by roads meeting minimum county and Fire Safe standards.

Average slope of subject property

The Planning Commission will review subdivisions on parcels with slopes in excess of 15%, in compliance with Section 5.3.02 E(2) of the General Plan. Parcels within the Scenic Highway Overlay Zoning Designation shall have building sites that are setback from ridge tops. Buildings constructed on hillsides in excess of 20% slope shall have stepped

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

foundations to follow the natural terrain. Driveways and roads shall be designed to follow natural contours to minimize grading.

Suitability of soils for individual onsite sewage disposal system meeting Health Department requirements

New parcels shall have approved areas for onsite sewage disposal systems and shall obtain an approval from the Health Department.

Potable water supply related to the residential land use classification

Standards for potable water supply in the Residential land use classification are provided in General Plan Section 5.3.02.E(4).

Fire protection and fire management

New construction shall conform to the regulations of the County Building Department, County Fire Department, and California Department of Forestry and Fire Protection (CAL FIRE) for purposes of fire management and fire safety. All applicable standards of the Fire Safety Overlay shall be required (Implementation Measure *5.4-1a(2)*).

Design

Design Review required: Proposed residential development within the existing Scenic Highway Overlay boundaries, including modifications to existing development, shall be subject to Scenic Highway Overlay standards.

Viewshed: The height, mass, and bulk of a structure shall be in conformance with the Scenic Highway Overlay standards.

Structure design, landscaping and scenic environment: The colors, materials, texture, and style of a structure shall be consistent with the Scenic Highway Overlay standards.

Site development: Site development shall be consistent with the Scenic Highway Overlay standards.

A(2) Intensity of Use Standards

Intensity of use shall be consistent with rural character:

Visual – Development that is accessory to the primary use of lands within the Residential land use classification shall be of an appropriate use, height, scale, mass, and bulk to be permitted. The Zoning Ordinance shall include appropriate standards to define the Midpines standards.

Storage – Storage standards in the Residential land use classification are provided in General Plan Section 5.3.02.F(3). Self-storage units shall not be classified as a home enterprise or rural home industry in Midpines.

Animal husbandry – Animal husbandry standards in the Residential land use classification are provided in General Plan Section 5.3.02.F(6).

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Backup generators – Backup generators shall be required to meet the same setbacks as the structure/use they are intended to serve. Noise related issues with backup generators shall be periodically reviewed to determine if additional standards or requirements are necessary.

Outdoor lighting – All outdoor lighting shall be Dark-Sky standards compliant.

A(3) Criteria for New Lands to be Included

Criteria for inclusion of new lands into the Residential land use classification are provided in General Plan Section 5.3.02.G Items 1c, 2, and 4.

A(4) Zoning Consistency

The following zoning districts are consistent with the purpose of the Residential land use classification:

Agriculture Exclusive
Mountain General
Mountain Home
Mountain Transition
Public Domain
Public Sites

B. MIDPINES RURAL ECONOMIC

B(1) Purpose

The Midpines Rural Economic Land Use identifies sites and areas wherein existing and historical uses warrant designation as resort commercial or community commercial subclassifications. It also identifies sites that expand the area for potential new commercial land uses to serve the community or visitors travelling along Highway 140. The Midpines Rural Economic land use is divided into two subclassifications; community commercial and resort commercial.

B(2) Extent of Uses

Community Commercial Subclassification

Primary uses are residential, retail, commercial, and service businesses supporting the needs of local residents, as well as tourists passing through or staying in the area. Regional shopping centers or businesses that rely on a regional population are not compatible with the Community Commercial subclassification. Gunsmithing businesses and firearm sales are also not compatible within the Community Commercial subclassification. The use shall be consistent with the rural character of Midpines.

Accessory uses may be developed after the primary use is in place if the uses enhance or support the primary use.

Resort Commercial Subclassification

Primary uses are those that support regional tourism such as hotels and motels and other similar tourist service facilities and that can be developed compatibly with adjoining land uses. Primary uses need not provide on-site recreation or entertainment activities.

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Accessory uses that may be developed after the primary use is in place and do not conflict with adjoining land use classifications, uses, or the character of Midpines are those that provide enhancements to the primary use. Residential uses on lands within the Rural Economic land use classification will be accessory to the primary use, such as employee housing or caretaker's quarters.

B(3) Zoning Consistency

Community Commercial Subclassification

The following zoning districts are consistent with the purpose of the Community Commercial land use subclassification:

Neighborhood Commercial Zone

Public Sites

Resort Commercial Subclassification

The following zoning districts are consistent with the purpose of the Resort Commercial land use subclassification:

Resort Commercial

B(4) Population Density and Building Intensity

Community Commercial Subclassification

Minimum parcel size for new subdivisions:	Two and one-half (2.5) acres of gross land area.
Maximum dwelling units:	A maximum of two (2) residential units per parcel [one primary and an Accessory Dwelling Unit (ADU] if all development standards can be met.
Maximum building intensity:	Thirty-five (35) percent lot coverage. The maximum gross square footage of a single building shall be five thousand (5,000) square feet.
Maximum population density:	One hundred percent of the number of employees of the primary use.

Resort Commercial Subclassification

Minimum parcel size for new subdivisions:	Minimum of 10 acres of gross land area.
Maximum dwelling units:	Applications to site a Resort Commercial subclassification or develop a project within the Resort

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	Commercial subclassification will incorporate an analysis of the housing market by a qualified professional to ensure there is adequate housing for the total number of employees. The total number of housing units needed to provide for employee housing may be developed as a part of the development. The housing is not required to be located on-site and new housing is not required to be created if the housing analysis indicates that there is sufficient housing stock available.
Maximum building intensity:	Thirty-five (35) percent lot coverage. The maximum gross square footage of a single building shall be ten thousand (10,000) square feet.
Maximum population density:	One hundred percent of the number of employees of the primary use.

B(5) Development Standards

Frontage on maintained road

Development within the Rural Economic land use classification shall be required to front on a paved, maintained road meeting County road standards. Direct access to State Highways or County arterials should be limited, as appropriate to reduce multiple driveway encroachments, through the use of shared driveways or frontage roads.

Parking and access

Access to a County arterial or major collector shall be shared between commercial lots, and the County shall be empowered to require access design to serve multiple parcels.

Buildings shall be sited so that parking areas may be shared between Community Commercial uses. Buildings shall be sited to facilitate pedestrian access between structures using accepted design principles for safety and attractiveness.

Site designs in which structures are designed with parking areas containing 20 parking spaces or more between buildings and the access roads shall be avoided. Appropriate and desirable transition shall be required between the street and the buildings including landscaping and parking.

Design

Design Review required: Proposed commercial and institutional development, including modifications to existing development, shall be subject to Scenic Highway Overlay standards.

Viewshed: The height, mass, and bulk of a structure shall be in conformance with the Scenic Highway Overlay standards.

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Structure design, landscaping and scenic environment: The colors, materials, texture, and style of a structure shall be consistent with the Scenic Highway Overlay standards.

Site development: Site development shall be consistent with the Scenic Highway Overlay standards.

Slope

Development sites with slopes over ten percent (10%) shall be engineered for stability and designed to match the natural contours and topography in order to blend with the natural environment. The use of cuts and fills shall be minimized. Use of retaining walls and stepped foundations are encouraged to minimize visual impacts of grading. Rather than one tall wall, retaining walls are encouraged to be broken up into several walls not more than 4 foot high.

Landscaping

Existing mature native landscaping and rock outcroppings shall be retained to the greatest extent possible, with considerations made for fire resistive design. Native species suitable to site characteristics shall be encouraged, if suitable. Invasive species[1] shall be prohibited.

Water supply and wastewater disposal

New development will be served by an approved potable water supply system adequate to serve the intended structure and its range of uses. New development must have an adequate supply of water for fire protection as determined by the applicable fire agency. New development must also have approval of the Environmental Health Unit for an onsite or shared wastewater disposal system to serve the intended structure and its range of uses.

Fire protection and fire management

Rural commercial and institutional development will meet fire protection regulations.

B(6) Criteria for New Lands to be Included

Community Commercial Subclassification:

There is a sufficient amount of land identified in the community commercial area to meet the long term needs of the Midpines Community planning area. The following criteria shall apply for changes of land use classification into the Community Commercial Subclassification:

1. The subject property has frontage on a paved, maintained road with adequate capacity.
2. The subject property adjoins existing commercial lands.
3. The properties included in the Community Commercial subclassification are more than 75% developed. If a specific development application is based on a rural home industry or home enterprise expanding the number of jobs so that

[1] https://www.cal-ipc.org/plants/profiles/

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relocation from home to a business location is required, this finding is not required.

4. A specific development proposal accompanies the application.

Resort Commercial Subclassification:

The following criteria shall apply for changes of land use classification into the Resort Commercial Subclassification:

1. The subject property has frontage on a paved, maintained road with adequate capacity.
2. A specific development proposal accompanies the application.
3. The specific development proposal meets all of the required development standards.
4. The subject property has a minimum parcel size of 10 acres.

C. Planned Development Area

C(1) Purpose

The Planned Development Area Land Use identifies sites and areas that warrant flexible development standards due to their suitability for a variety of uses. They also provide an opportunity for comprehensively planned uses due to location and suitability for development of these properties. The area consists of seven contiguous parcels owned by Yosemite Oaks Inc. totaling approximately 1,080 acres. The land is largely undeveloped and is strategically located as a gateway location to the Midpines Community and, to a further extent, Yosemite National Park. For these reasons, future development within this area has the potential to significantly influence the rural character, the protection of natural and scenic resources, and fire safety for Midpines. The intent of defining the Planned Development Area is to establish guidance for land use consistent with the Guiding Principles of the Midpines Community Plan. The objectives are to allow for a compatible low density mixed use for limited residential, resort commercial, recreational development, and agricultural/open space preservation.

C(2) Extent of Uses

Due to the suitability for a wide variety of uses, the extent of uses is broken down into different categories to guide future development within the Planned Development Area.

RESIDENTIAL:

Future residential development should be low density and may include single-family residences, equestrian estates, and employee housing appurtenant to resort commercial development. Future residential development may be used for Bed and Breakfasts or Vacation Rentals in compliance with County Code. Residential development, not to exceed the density of one (1) dwelling unit per five (5) acres, may be permitted through the approval of a Planned Development permit, if it is found to be subordinate to the rural character of the area and protects and preserves the intact scenic quality of Highway 140 views and vistas. Residential development projects are subject to approval of a Planned Development Permit.

RESORT COMMERCIAL:

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Future resort commercial development shall be limited to self-contained destination uses with complete on-site services and compatible, supporting amenities including food service, laundry, recreation facilities, etc. Land uses in this category could include: resort spa, dude ranch, educational or social/non-governmental institutes, learning centers, and convention centers. Restaurants; retail sales of groceries, supplies, and souvenirs related to tourist accommodations; health retreat/spa facilities; and other similar may be developed to support the tourist accomodations. Regional shopping centers; automotive/recreational vehicle, parts and repair sales; firearms sales; industrial manufacturing; for rent storage; outdoor concert venues, recycling/salvage center and other similar uses shall be prohibited. Development shall be subordinate to the rural character of the setting and shall protect and preserve the intact scenic quality of Highway 140 views and vistas. All development projects are subject to the approval of a Planned Development Permit.

RECREATIONAL:

The Planned Development Area is well suited for a variety of recreational opportunities that may be developed as a stand-alone use or as part of a residential or resort commercial development. Uses such as church camps; hiking and nature trails; frisbee-golf courses; equestrian riding trails/stables; non-motorized vehicle trails; and art camps may be proposed through the Planned Development Permit process. Uses such as water-parks, amusement parks; and motorized vehicle trails/parks/tracks are not consistent with the rural character of the area. Development shall be subordinate to the rural character of the setting and shall protect and preserve the intact scenic quality of Highway 140 views and vistas.

AGRICULTURAL/OPEN SPACE:

The Planned Development Area encourages proposed development to maximize open space and take measures to protect the quality and supply of water resources, as well as other natural resources. Land uses for agricultural/open space areas could include nature study/research facilities; vineyards, orchards, tree nurseries; wildfire understory fuel management; and nature preserve/conservation study areas. The areas located within the Open Watershed Overlay are best suited for open space and minimal development to protect the Stockton Creek Watershed.

The primary use pending submittal and approval of Planned Development permit shall be residential (one (1) residence per parcel).

A Planned Development permit application shall be reviewed by the Planning Commission and approved by the Board of Supervisors. The Planned Development permit application shall be a complete conceptual plan showing the type and intensity of principal uses, the intended mix and location of accessory uses, planned on-site activities and amenities, overall footprint and principal means of access and circulation, and the scale, character, and profile of development as seen from all four sides via renderings or other graphics and models.

C(3) Zoning Consistency

The following zoning districts are consistent with the purpose of the Planned Development Area land use subclassification:

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Resort Commercial
Planned Development Zone

C(4) Population Density and Building Intensity

Minimum parcel size for new subdivisions: Minimum of thirty (30) acres of gross land area.Applications for a Planned Development Permit to develop a residential project within the Planned Development Area may propose varying parcel sizes, but in no case can parcels smaller than five (5) acres be created.

Maximum dwelling units: Applications to develop a resort commercial or recreational project within the Midpines Planned Development Area will incorporate an analysis of the housing market by a qualified professional to ensure there is adequate housing for the total number of employees. The total number of housing units needed to provide for employee housing may be developed as an integral part of the development. The housing is not required to be located on-site and new housing is not required to be created if the housing analysis indicates that there is sufficient housing stock available.

For applications to develop a residential project within the Midpines Planned Development area if not a part of a Resort Commercial project, the maximum number of dwelling units shall be one (1) per parcel. The overall density of any new residential project shall be one (1) per five (5) acres of gross land area.

Maximum building intensity: Thirty-five (35) percent lot coverage. Planned Development Permit applications to develop a project within the Planned Development Area may propose different varying building intensity standards. Emphasis will be placed on clustering intensive locating land uses to minimize impact on natural resources, minimize public health concerns, and maintain rural character, and ensure compatibility among different land uses.

Maximum population density: One hundred (100) percent of the number of employees of the primary use. Visitors and guests are not counted towards factored when calculating density.

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C(5) Development Standards

Frontage on maintained road

Development within the Planned Development Area land use classification shall be required to front on a paved, maintained road meeting County road standards. Direct access to State Highways or County arterials should be limited, as appropriate to reduce multiple driveway encroachments, through the use of shared driveways or frontage roads.

Parking

Buildings shall be sited so that parking areas may be shared between uses on one parcel. Buildings shall be sited to facilitate pedestrian access between structures using accepted design principles for safety and attractiveness. Appropriate and desirable transition shall be required between the street and buildings, including landscaping and parking.

Design

Design Review required: Proposed commercial and institutional development, including modifications to existing development, shall be consistent with the Scenic Highway Overlay standards.

Viewshed: The height, mass, and bulk of a structure shall be in conformance with the Scenic Highway Overlay standards.

Structure design, landscaping and scenic environment: The colors, materials, texture, and style of a structure shall be consistent with the Scenic Highway Overlay standards.

Site development: Site development shall be consistent with the Scenic Highway Overlay standards.

Slope

Development sites with slopes over ten percent (10%) shall be engineered for stability and designed to match the natural contours and topography in order to blend with the natural environment. The use of cuts and fills shall be minimized. Use of retaining walls and stepped foundations are encouraged to minimize visual impacts of grading. Rather than one tall wall, retaining walls are encouraged to be broken up into several walls not more than 4 foot high.

Landscaping

Existing mature native landscaping and rock outcroppings shall be retained to the greatest extent possible, with considerations made for fire resistive design. Native species suitable to site characteristics shall be encouraged, if suitable. Invasive species[1] shall be prohibited.

[1] https://www.cal-ipc.org/plants/profiles/

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Water supply and wastewater disposal

New development will be served by an approved potable water supply system adequate to serve the intended structure and its range of uses. New development must have an adequate supply of water for fire protection as determined by the applicable fire agency. New development must also have approval of the Environmental Health Unit for an onsite or shared wastewater disposal system to serve the intended structure and its range of uses.

Fire protection and fire management

Development is required to meet fire protection regulations.

C(6) Criteria for New Lands to be Included

The lands designated as Midpines Planned Development Area are unique in their locations, size, and development potential. No further lands are to be designated within this land use.

D. AGRICULTURE/WORKING LANDSCAPE

The Midpines Plan applies the General Plan Agriculture/Working Landscape land use classification, General Plan Section 5.3.04.

E. NATURAL RESOURCES

The Midpines Plan applies the Natural Resources land use classification, General Plan Section 5.3.05.

F. PUBLIC SITES

F(1) Purpose

The Public Facilities and Services land use classification defines lands identified for the location of or expansion to public and private uses serving the general public's health, safety, and welfare.

F(2) Extent of Uses

Schools; parks; post offices; public transit park and rides, and public facilities. While lands in the Public Facilities and Services land use classification can support a wide variety of public uses, compatibility between different uses occurring on one site should be reviewed to ensure conflicts are avoided or minimized.

F(3) Zoning Consistency

The following zoning districts are consistent with the purpose of the Public Facilities and Services land use classification:

Public Sites

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F(4) Population Density and Building Intensity

Maximum dwelling units: Per approved project, generally one dwelling unit per project site for purposes of providing onsite security.[1]

Minimum parcel size for new subdivisions: Two and one-half (2.5) acres of gross land area.

Maximum building intensity: Per approved project.

Maximum population density: 2.45 persons per onsite security dwelling

F(5) Development Standards

Site development and supplementary standards for the Public Facilities and Services land use classification are provided in Section 5.1.02.C(5).

F(6) Criteria for New Lands to be Included

Land shall be owned or used by a public agency, a recognized public utility, a quasi-public utility, or homeowner association.

G. Legal Existing Uses of Land

Regulations for legally existing uses of land in Midpines are provided in General Plan Section 5.1.12 and Goal 5-11, Policies 5-11a and 5-11b, and Implementation Measures 5-11a(1) and 5-11b(1).

H. Home Businesses

Traffic generation standards for home businesses in the Residential land use classifications are provided in General Plan Section 5.3.02.F(2).

5.1.03 Land Use Goals and Policies

The following are the Midpines Plan land use goals, policies, and implementations measures. These policies are unique to the Midpines Plan and are not repeated in the General Plan. In several cases, policies are "tiered" from or are otherwise related to broader General Plan policies and are noted in the text.

Goal MIDPINES 5.1-1: Maintain rural densities for residential development in the Midpines Residential land use classification.

(Goal MIDPINES 5.1-1, Policy MIDPINES 5.1-1a, and Implementation Measures MIDPINES 5.1-1a(1) are tiered from General Plan Goal 5-9. General Plan text will be reviewed in conjunction with MIDPINES Plan policies and implementation measures.)

Policy MIDPINES 5.1-1a: One house per five acres is Midpines's rural average density.

[1] For example, a mobile home in which a caretaker and family reside on the grounds of a public park.

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Implementation Measure

MIDPINES 5.1-1a(1): In the Midpines Residential land use classification, the maximum allowable density for residential development shall be one dwelling unit per five acres.

Timing: Ongoing review standard

Responsibility: Mariposa County Planning Department

Fiscal Impact: None.

Consequences: This fixes the standard of the "five acre parcel" as the rural standard in Midpines. It does not, however, require that this density be based on a minimum parcel size, just an average density of one house per five acres. A second residential unit that conforms to the requirements of California Government Code Section 65852 will not be considered in the calculation of allowable density for a residential parcel in Midpines.

Goal MIDPINES 5.1-2: Parcel sizes for commercial and institutional uses shall be based on maintaining rural character.

Policy MIDPINES 5.1-2a: Commercial and institutional development shall be sited on parcels designed and sized to maintain rural character.

Implementation

Measure MIDPINES 5.1-2a(1): The County shall modify the County Zoning Ordinance to establish the Neighborhood Commercial Zone which incorporates a minimum parcel size of two and one-half (2.5) acres of gross land area and standards for commercial and institutional development to maintain rural character.

Timing: Short-Term Planning Period

Responsibility: Mariposa County Planning Department

Fiscal impact: One-Time Impact – Cost is included in Implementation Measure MIDPINES 5.1-1a(1).

Ongoing Impact – Staff project review costs will vary depending on the project and are paid by an applicant through project review reimbursement.

Consequences: Revisions to County Zoning Ordinance will provide consistency with Midpines Plan.

Goal MIDPINES 5.1-3: New development emphasizes rural character qualities.

Policy MIDPINES 5.1-3a: Apply the Scenic Highway Overlay development standards to new development in the Scenic Highway Overlay.

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Implementation Measure

MIDPINES 5.1-3a(1): The County Zoning Ordinance shall be reviewed and amended as necessary to ensure the Scenic Highway Overlay development standards are adequate.

Timing: Short-Term Planning Period

Responsibility: Mariposa County Planning Department

Fiscal Impact: One-Time Impact – Cost is included in Implementation Measure MIDPINES 5.1-3a(1).

Consequences: Development within the Scenic Highway Overlay zone will be evaluated.

Goal MIDPINES 5.1-4: Integrate transportation and land use decisions to achieve the Community's managed growth objectives.

(Goal MIDPINES 5.1-4, Policies MIDPINES 5.1-4a and MIDPINES 5.1-4b, and Implementation Measures MIDPINES 5.1-5a(1) and MIDPINES 5.1-5b(1) are tiered from General Plan Policy 5-3a. General Plan text will be reviewed in conjunction with MIDPINES Plan policies and implementation measures.)

Policy MIDPINES 5.1-4a: Subdivision activity is only permitted on maintained roads with adequate capacity to serve the potential new lots.

Implementation Measure

MIDPINES 5.1-4a(1): To qualify for subdivision, access to the subject property shall be from a road that is:

(1) maintained[1]; and

(2) has adequate capacity for the potential traffic volume generated by the total number of existing lots and those which can be created within the road system.

Timing: Ongoing review standard

Responsibility: Mariposa County Planning Department

Fiscal impact: Ongoing Impact - Staff project review costs will vary depending on the project and are paid by an applicant through project review reimbursement.

Consequences: This establishes a minimum standard linking circulation with land use. A public or private road must have adequate capacity to accommodate the traffic generated by the

[1] "Maintained road" means a road that receives scheduled maintenance from the State Department of Transportation, County of Mariposa, special district, or mandatory private road maintenance association created as part of the project approval.

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proposed and potential subdivisions within the same road system to be approved.

Implementation Measure

MIDPINES 5.1-4a(2): Prior to the submittal of a final subdivision map, roads serving the proposed subdivision shall be improved, or appropriate surety submitted to the County of Mariposa to cover the cost of improving such roads, to the standards required for subdivision capacity as identified in the General Plan Circulation, Infrastructure, and Services element.

Timing: Ongoing review standard

Responsibility: Mariposa County Planning Department

Fiscal impact: Ongoing Impact - Staff project review costs will vary depending on the project and are paid by an applicant through project review reimbursement.

Consequences: Road improvements must be completed, or surety for completion posted, prior to the submittal of the final subdivision maps.

Goal MIDPINES 5.1-5: Development minimizes impacts on and/or improves air quality.

(Goal MIDPINES 5.1-5, Policy MIDPINES5.1-5a, and Implementation Measures MIDPINES 5.1-5a(1) and MIDPINES 5.1-5a(2) are tiered from General Plan Policy 11-1c. General Plan text will be reviewed in conjunction with MIDPINES Plan policies and implementation measures.)

Policy MIDPINES 5.1-5a: Implement standards that minimize impacts on and/or improve air quality.

Implementation Measure

MIDPINES 5.1-5a(1): For new commercial and institutional building permits and all subdivision applications, including new residential subdivision applications in Midpines, the County shall require energy conservation and the reduction of greenhouse gas emissions in conformance with California Code of Regulation Title 24, Parts 6 and 11. Additional measures shall include one or more of the following:

- Limited hours of operation of outdoor lighting.
- The use of solar heating, automatic covers, and efficient pumps and motors for pools and spas.
- The installation of solar, wind, and geothermal power systems, and solar hot water heaters.
- Features that discourage excessive use of water for cleaning outdoor surfaces and vehicles.
- Low-impact development practices that maintain the existing hydrologic character of the site to manage storm water in accordance with General Plan Implementation Measure 16-5a(2) and protect the environment. (Retaining increased storm water

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runoff on-site resulting from project implementation can drastically reduce the need for energy-intensive imported water at the site.)

- Mixed-use included in commercial development projects to support the reduction of vehicle trips, promote alternatives to individual vehicle travel such as the Yosemite Area Regional Transportation System (YARTS), and promote efficient delivery of services and goods.

Timing: Short-Term Planning Period

Responsibility: Mariposa County Planning Department.

Fiscal impact: Ongoing Impact - Staff project review costs will vary depending on the project and are paid by an applicant through project review reimbursement.

Consequences: Reduces emissions of air pollutants and greenhouse gases.

Implementation Measure

MIDPINES 5.1-5a(2): The County supports the availability of the following educational programs for Midpines residents as time and resources permit:

- Energy efficiency and water conservation, including available programs and incentives;
- Waste reduction and available recycling services; and
- Options for individuals and businesses to reduce transportation-related emissions, including YARTS, bicycle, and horse trails.

Timing: Short-Term Planning Period

Responsibility: Mariposa County Public Works Department.

Fiscal impact: Ongoing Impact – Staff time during the work day to answer questions and provide available information.

Consequences: Reduces emissions of air pollutants and green-house gases.

5.2 INFRASTRUCTURE AND SERVICES

DISTINCTIVE ASPECTS OF MIDPINES INFRASTRUCTURE AND SERVICES

The General Plan addresses circulation issues and road maintenance consistent with the needs of Midpines. There is no need for special circulation related goals in the MIDPINES Plan. Likewise, utilities are addressed in the General Plan, and Midpines-specific utilities policies are unnecessary.

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5.3 NOISE

DISTINCTIVE ASPECTS OF MIDPINES NOISE

Chapter 15 of the General Plan, the Noise Element, addresses noise issues in the county. Within the Midpines Community Plan Area, ambient noise sources originate primarily from the Highway 140 corridor which traverses the planning area. The natural wooded topography of the area helps to buffer and mitigate traffic associated noise levels. Nuisance noise sources are random and include the use off-road vehicles such as motorcycles in unimproved areas of Midpines, use of power tools such as chainsaws, chippers, and log splitters, and barking dogs. Other sources include gun shots from target shooting on private and Federal lands. The plan relies on and supports the implementation measures contained in the General Plan regarding noise.

Goal MIDPINES 5.3-1:Control and minimize noise impacts within the Midpines Community Planning Area.

Policy MIDPINES 5.3-1a: Support the development of a County noise ordinance that contains standards for limiting noise impacts such as from high-noise equipment such as generators and off-road vehicles.

Implementation Measure

MIDPINES 5.3-1a(1): Development standards should be explored and implemented, if feasible, that provide a method of controlling noise at its source for high-noise equipment such as generators and off-road vehicles.

Timing:	Intermediate-Term Planning Period
Responsibility:	Public Safety Officer and Planning Department.
Fiscal impact:	Unknown.
Consequences:	Noise reduction.

5.4 SAFETY

DISTINCTIVE ASPECTS OF MIDPINES SAFETY

The General Plan addresses safety issues in Chapter 16, the Safety Element. Within the Midpines Community Plan area, fire protection and emergency services are at the top of the list in regards to community needs and concerns. The majority of the Midpines Community Plan area is located within the Very High and High Fire Hazard Severity Zones in the Fire Hazard Severity Zones SRA map adopted by CAL FIRE. This mountain region includes a combination of factors that expose development and resources to wildland fires and the after effects of these fires, which include flooding and erosion, due to topography, climate, vegetation, and the human environment. The Midpines Community Plan recognizes the importance of fire adapted landscapes and their relationship to potential development and existing improvements. The plan relies on and supports the other planning efforts underway and those that have been completed regarding fire management mitigation activities and fire resiliency.

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Goal MIDPINES 5.4-1: Provide adequate fire safety measures to protect residents within the Midpines Community Plan Area.

(Goal MIDPINES 5.3-1, Policy MIDPINES 5.3-1a, and Implementation Measures MIDPINES 5.1-1a(1) and MIDPINES 5.1-1a(2) are tiered from General Plan Goal 16-1. General Plan text will be reviewed in conjunction with MIDPINES Plan policies and implementation measures.)

Policy MIDPINES 5.4-1a: Explore and develop, if necessary, a Fire Protection Overlay that contains additional standards for development within the Midpines Community Plan area.

Implementation Measure

MIDPINES 5.4-1a(1): County Code and existing fire regulations shall be reviewed to determine the need to establish a Fire Protection Overlay zone with additional fire protection development standards or the need for additional regulations related to fire safety for the Midpines Community Planning Area. The standards shall address issues such as:

- Slopes and fire risk.
- Driveway and access roadway standards.
- Fuel modification plan.
- Access to water supplies.
- Standards for fencing and landscaping.
- Structure ignition zone.
- Maintenance mechanisms for fire safety related improvements.

Timing:	Short-Term Planning Period
Responsibility:	Mariposa County Planning Department.
Fiscal impact:	Ongoing Impact - Staff project review costs will vary depending on the project and are paid by an applicant through project review reimbursement.
Consequences:	Increases public safety by developing standards that assist in protecting facilities from wildfire.

Implementation Measure

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

MIDPINES 5.4-1a(2): Work with the Public Works Department, Cal Fire, the Mariposa Fire Safe Council, and Office of Emergency Services to identify safe and efficient evacuation routes for residents and tourists in the event of an emergency.

Timing:	Short-Term Planning Period
Responsibility:	Office of Emergency Services.
Fiscal impact:	Ongoing Impact

Implementation Measure

MIDPINES 5.4-1a(3): Provide informational materials to potential building permit applicants regarding the structure ignition zone. The material shall include information on how to fire harden homes.

Timing:	Short-Term Planning Period
Responsibility:	Mariposa County Planning Department.
Fiscal impact:	Ongoing Impact

Attachment: Midpines Community Plan Draft Jan 2022 (12770 : Midpines Community Plan Draft Update)

Draft Midpines Community Plan Update

Board of Supervisors Meeting

March 22, 2022

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

Midpines Community Plan-Background

- One of 17 Planning Study Areas in General Plan-which requires preparation of a Community Plan
- Extensive planning and public outreach process
- Committee monthly meeting work over years to complete the draft
  - Staffing changes, natural disasters, and pandemics
- October 14, 2020 -Midpines Planning Advisory Committee directed staff to present the draft plan to the Board of Supervisors for comments and commencement of processing of the draft plan.

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

Midpines Community Plan- Background

- The Board adopted Resolution No. 2020-717 that initiated the Draft Plan processing on December 8, 2020,
  - The Board provided comments at that time.
- MPAC considered Board comments and edited the Draft Plan to address the comments,
  - MPAC completed edits January 2022.
- This presentation is an overview of the Draft Plan changes that addressed the Board comments
  - Prior to proceeding to the next steps of the Draft Plan process.

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

Midpines Community Plan – Scenic Highway Overlay

- Draft Plan applies the existing Scenic Highway Overlay zone to new development
  - This is current practice for new development in SHO
- Draft Plan Implementation Measure 5. 1-3a(1)
- The County Zoning Ordinance shall be reviewed and amended as necessary to ensure the Scenic Highway Overlay development standards are adequate.

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

Midpines Community Plan – Fire Protection Overlay

- Draft Plan now proposes
- Policy MIDPINES 5.4-1a: Explore and develop, if necessary, a Fire Protection Overlay that contains additional standards for development within the Midpines Community Plan area.
  - Includes review of County and State Regulations for fires safety as a part

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

Midpines Community Plan – Plan Boundary

- Plan Study Area Boundary reduced by more than half since December of 2020 to address Board comments

- General Plan Study Area- 2719 acres
- December 2020 Study Area- 31, 883 acres
- January 2022 Study Area- 14, 714 acres (current proposed)

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

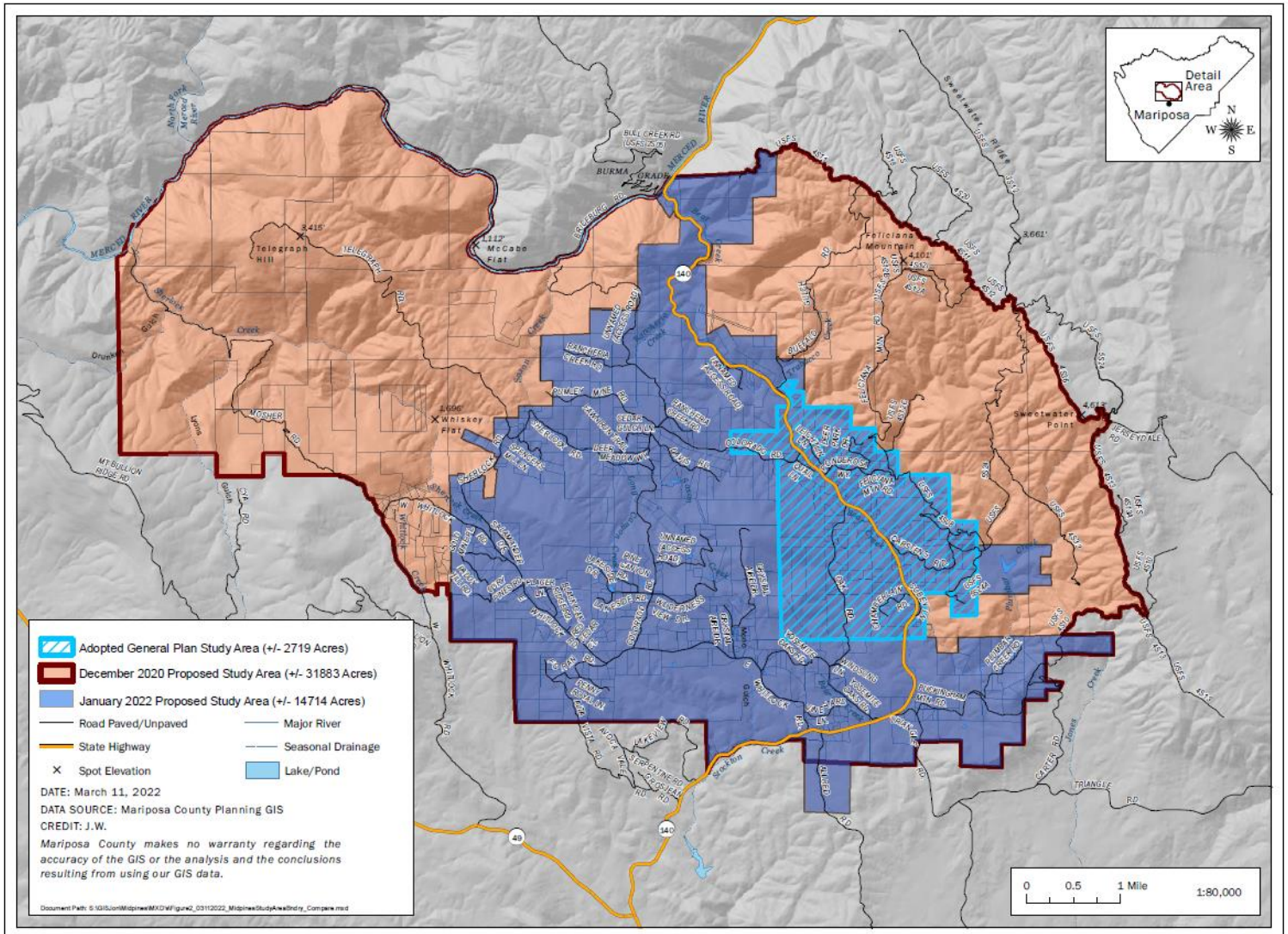


Figure 2: Midpines Study Areas

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

Rural Economic Classification

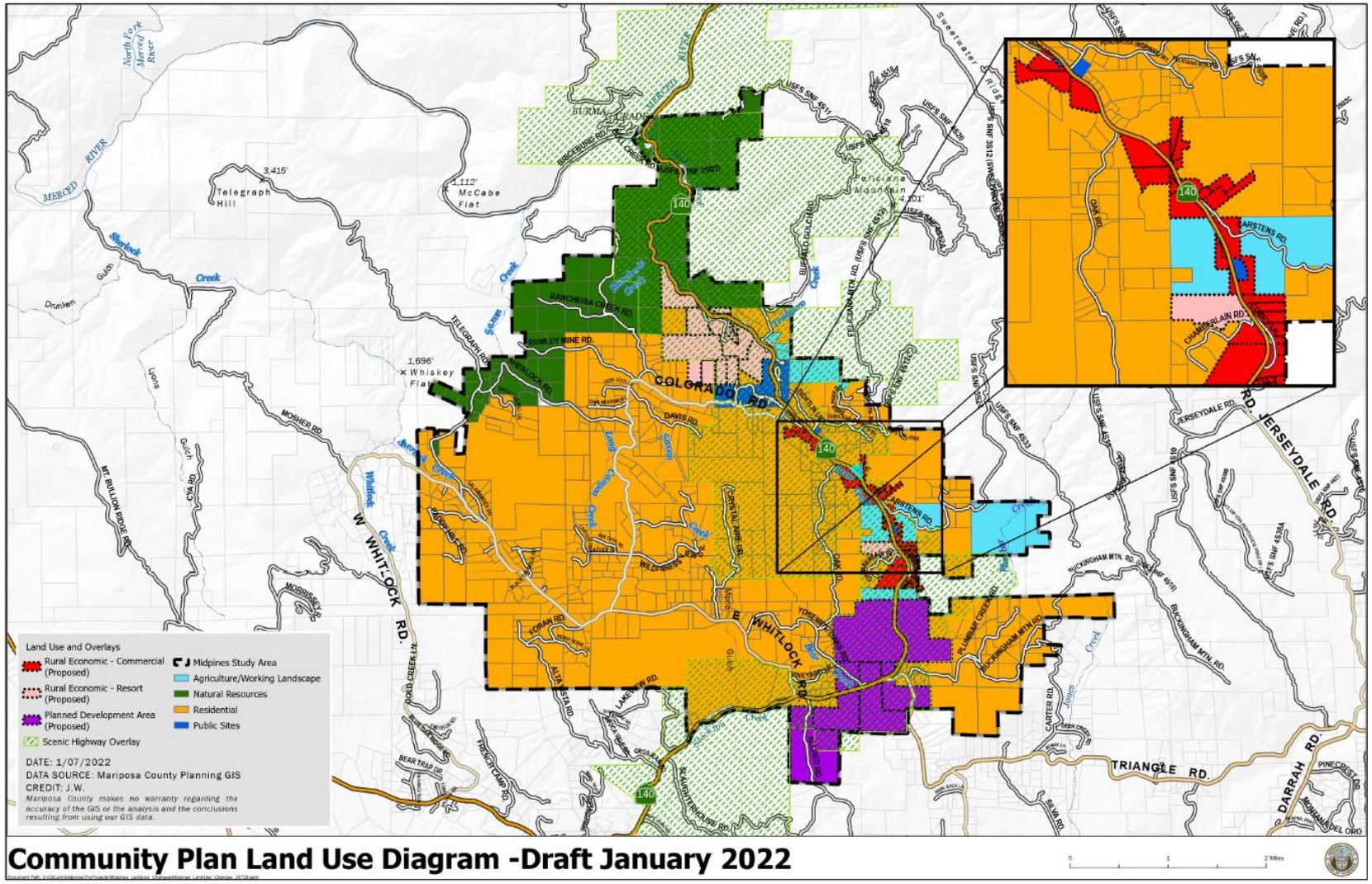
- Draft plan proposes to provide areas that can accommodate commercial uses, such as those supporting the needs of the local residents and those that support regional tourism, through two subclassifications:
  - Community Commercial
  - Resort Commercial

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

Planned Development Area

- Approximately 1000 acres within the Midpines community that has been identified as potentially being suitable for a variety of uses, including mixed uses.
- Area has been identified as one that should be comprehensively planned on the land use map

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines


Land Use and Overlays
Rural Economic - Commercial (Proposed)
Rural Economic - Resort (Proposed)
Planned Development Area (Proposed)
Scenic Highway Overlay
Midpines Study Area
Agriculture/Working Landscape
Natural Resources
Residential
Public Sites
DATE: 1/07/2022
DATA SOURCE: Mariposa County Planning GIS
CREDIT: J.W.
Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and the conclusions resulting from using our GIS data.
COLORADO RD.
JERSEYDALE RD.
E WHITLOCK RD.
W WHITLOCK RD.
TRIANGLE RD.
DARRAH RD.
CHAMBERLAIN RD.
OAK RD.
CARSTENS RD.
RUMLEY MINE RD.
RANCHERIA CREEK RD.
BUCKINGHAM MTN. RD.
Telegraph Hill
McCabe Flat
Whiskey Flat
Feliciana Mountain
Community Plan Land Use Diagram -Draft January 2022

Next Steps

- 1) Midpines Planning Advisory Committee- prepare the schedule of remaining steps
- 2) Staff will begin preparation of environmental review documents for the draft plan, pursuant to the California Environmental Quality Act (CEQA).
- 3) The draft plan and CEQA determination will be scheduled for public review and recommendation by the PAC.
- 4) The draft plan, CEQA determination and PAC recommendation will be scheduled for a public hearing and recommendation by the Planning Commission.
- 5) The draft plan, CEQA determination, PAC and Planning Commission recommendations will be scheduled for a public hearing for Board of Supervisors consideration and final action to adopt the plan.

Attachment: Presentation Midpines Draft Community Plan update (12770 : Midpines

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Tourism Bureau Presentation

RECOMMENDATION AND JUSTIFICATION:

Receive an update from the Yosemite Mariposa County Tourism Bureau (YMCTB) Executive Director. (Board Chair)

The CEO/Executive Director of the Yosemite Mariposa County Tourism Bureau will be presenting the required accounting of county funds used for marketing, report past, current and forecasted tourism demands, including potential impacts due to Yosemite NP policy changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received similar updates from this and other organizations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested at this time. However, if the Board does not receive the presentation, they will miss the opportunity to be updated by the YMCTB.

ATTACHMENTS:
Final BOS presentatio - Tourism (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County Board of Supervisors Presentation 2021/2022 Results

March 22, 2022



Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Mariposa County / YMCTB Contract

Overview:

Mariposa County Funding totaled $50,000

Local Business and Event Support:

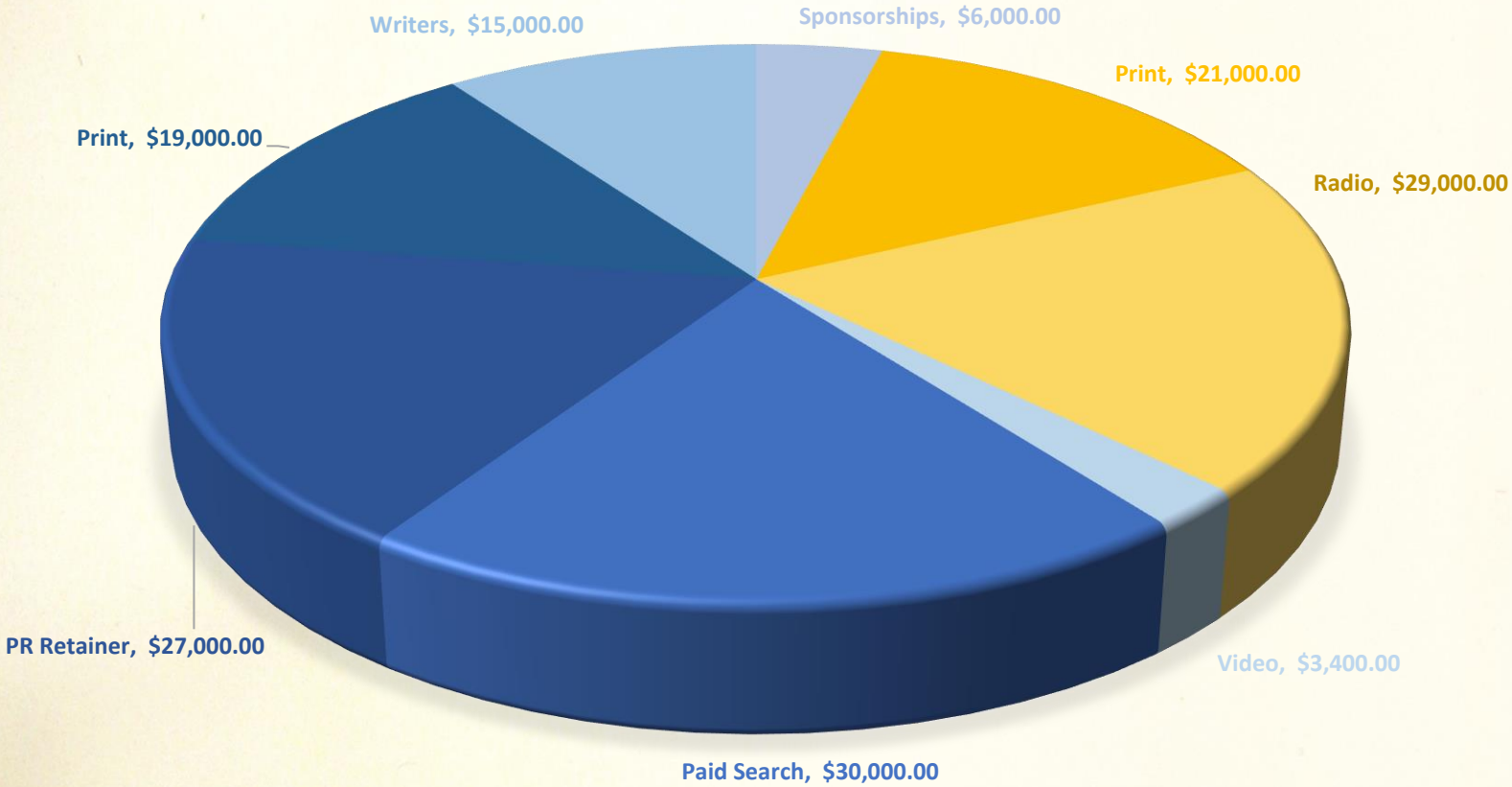
- Maintain the tourism website (Yosemite.com)
- Promote tourism-related events
- Develop electronic brochures
- Advertise to promote tourism (Above the Fog campaign)
- Market Mariposa County to the Tourism Industry
- Coordinate activities with tourism-based businesses
- Provide crisis communications

Film Commission Activities:

- Maintain a page on Yosemite.com with a relevant promotional video, manage inquiries and maintain affiliated film commission relationships

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Funds Expended



County Funding: $50,000
Yellow/Gold items

YMCTB's Funding: $100,400
Blue items

NOTE: These figures do not include staff time or other expenses needed to complete the work.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

“Above the Fog” Campaign

The “Above the Fog” Mariposa County funded campaign aired on 6 different radio stations, from Fresno to Modesto.

B95

SUNNY 102.3

SOFT ROCK 98.9

95.7 the Fox Fresno's Classic Rock

102.7 THE WOLF

K Jewel 105.5fm

Local Feedback:

The Local Grape & Little Shop of Ramen: ***“The second-best month we’ve had so far since opening!”***

Chocolate Soup: ***“Thank you for all of the additional traffic! The ads made a difference.”***

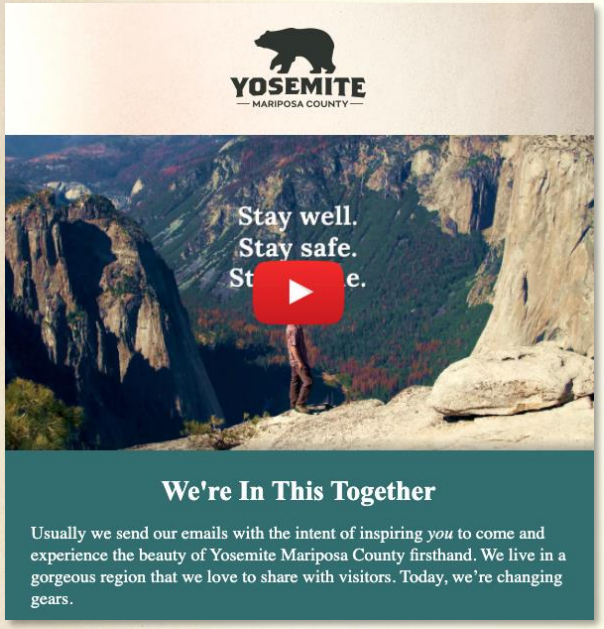
Additional late winter message aired in the Bay Area for two weeks.

ALL NEWS KCBS RADIO 106.9FM 740AM

Alice @ 97.3

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Crisis Communication & Education









Crisis Communications

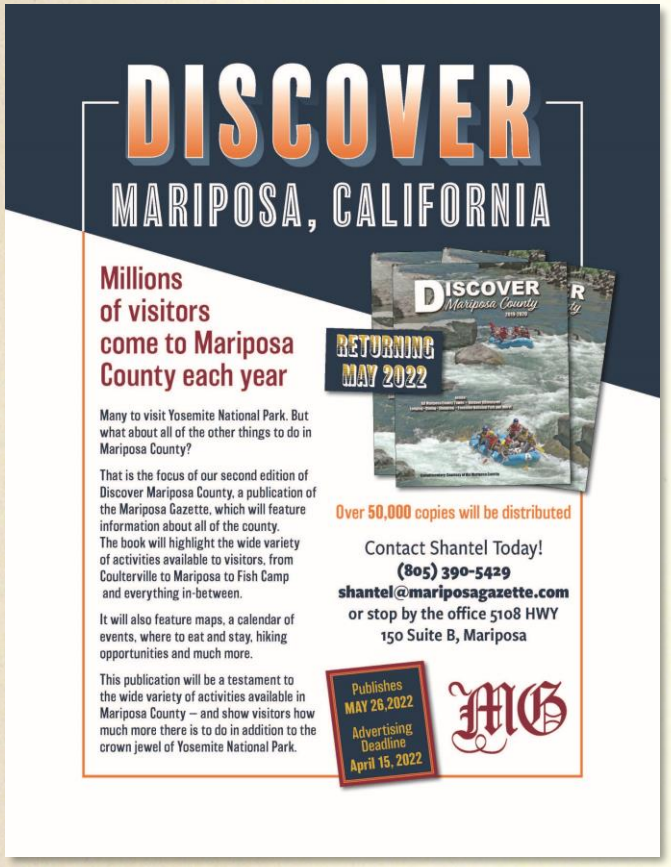
- Since March 2020 (the outbreak of COVID-19), **YMCTB has sent 92 crisis communications emails** to its constituent and broader consumer newslette lists.
- Yosemite.com places a banner on all pages to **communicate closures related to COVID-19, fires, rock slides, etc**. to keep visitors out of closed areas
  - *This effort minimizes impacts on local law enforcement, health & safety personnel and search and rescue crews.*

Education

- To keep businesses informed, YMCTB has **shared al County & State health orders related to COVID-19** with its constituents.
- YMCTB hosted two **virtual town halls** to help educate businesses on YNP Reservation system.
- Media education on closure of National Forests (*nc* YNP) during National Forest closure.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Other YMCTB Support to Local Economy

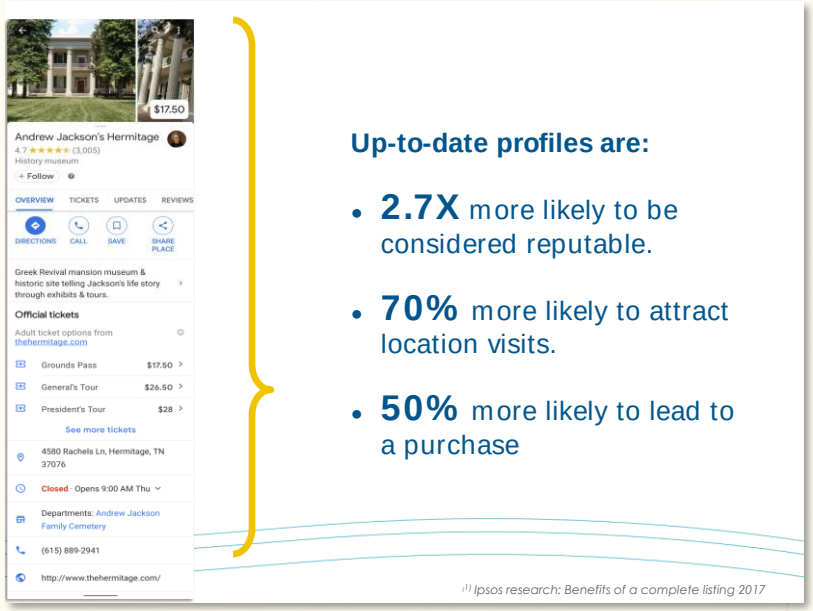


Mariposa Gazette's "Discover Mariposa" publication

- Local promotions
- Underwriting the costs of additional printing

Digital Optimization Project

- Google Business Profile training for local businesses
- Working with the Mariposa County Chamber of Commerce



Town Hall Meetings regarding YNP reservations system



Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

ROI (Return On Investment)

In 2017, at the request of Mariposa County, YMCTB retained Destination Analysts, Inc. to professionally assess and provide an “Economic Impact & ROI Study” in order to assess the return on investment for dollars provided to and spent by the Bureau.

The results were positive, not significantly higher than other California DMO’s, but rated very good.

$1 spent = $42.88 back to local economy

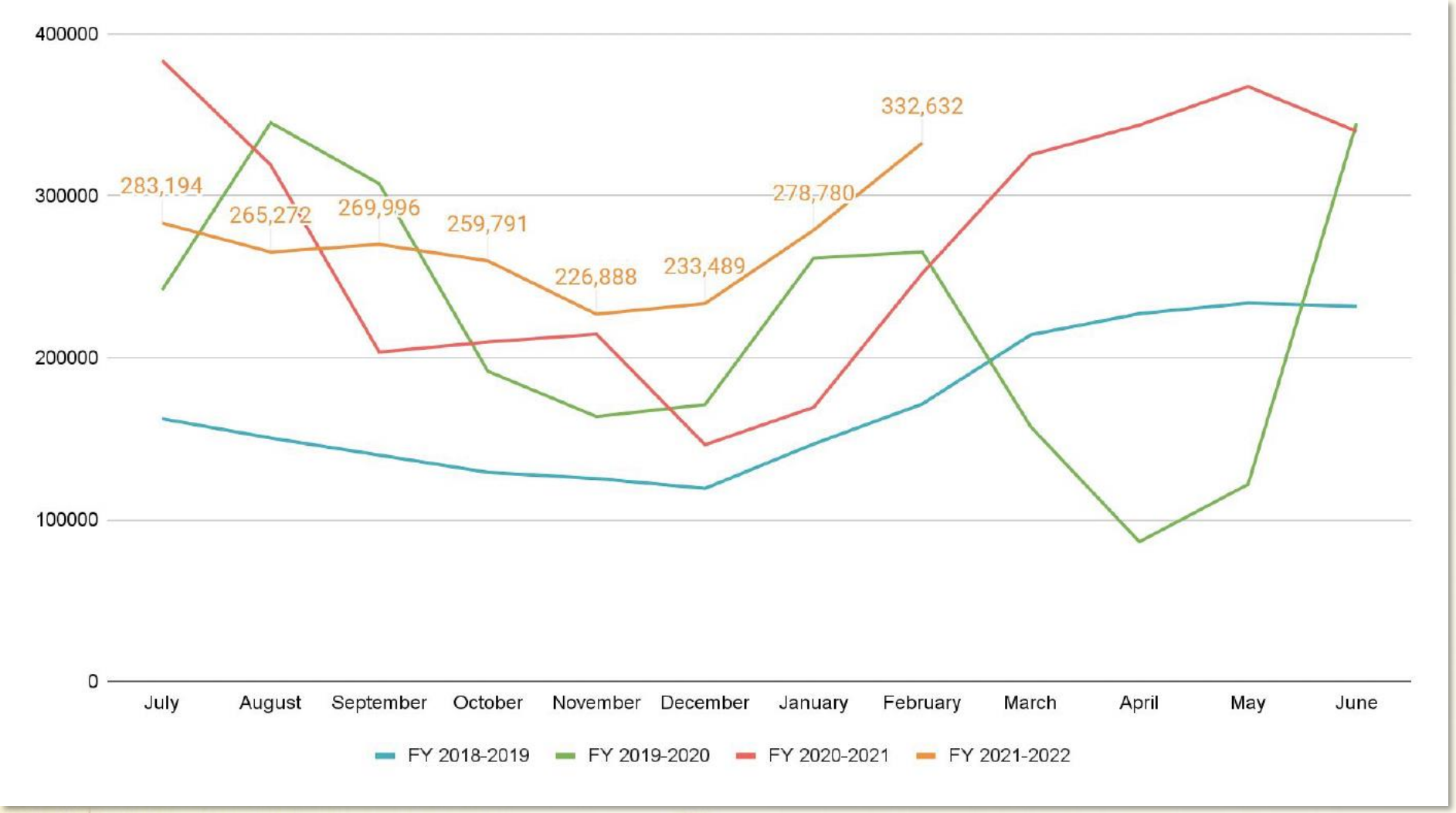
$1 spent = $1.38 back to Mariposa County in taxes



Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

KPI's (Key Performance Indicators)

YMCTB's Report Card



Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Yosemite.com Visitation

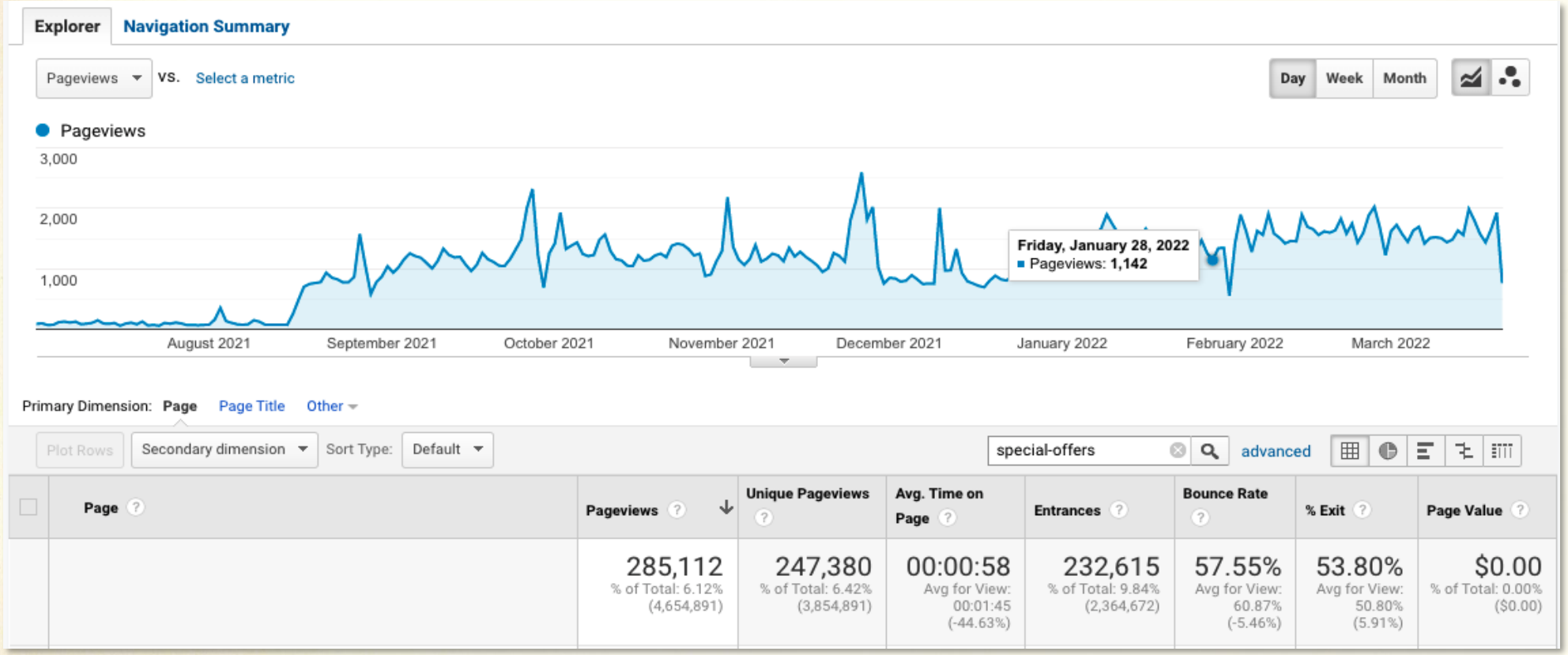


Through nearly 9 months of our fiscal year, Yosemite.com's paid and earned efforts have brought more than 2.3 million visitors to the website and created 4.6 million pageviews.

YMCTB is replacing the older website that is no longer optimized for mobile users. A significant capital investment. Yosemite.com is our most powerful marketing tool for Mariposa County.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Yosemite.com Special Offers

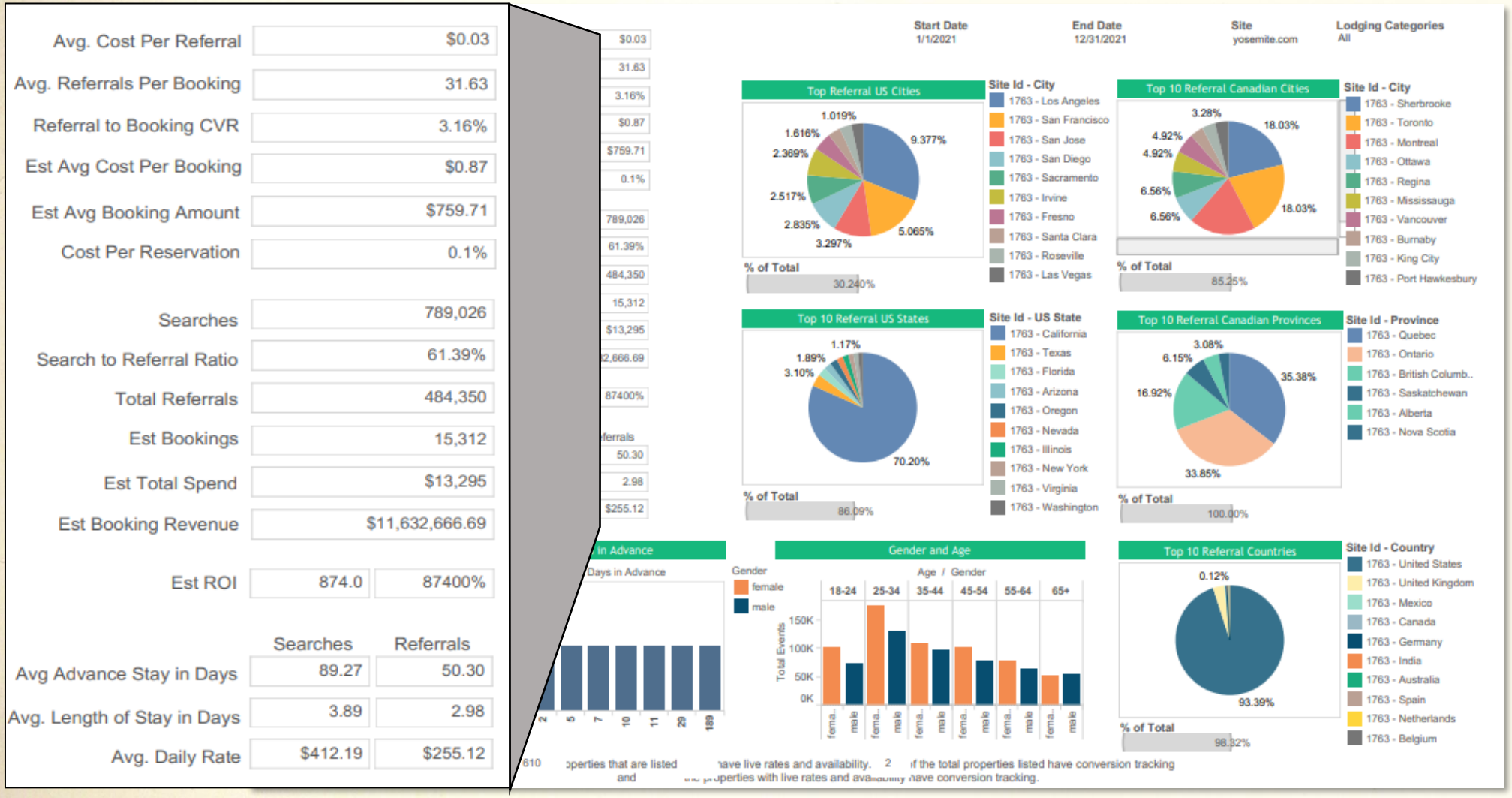


Special offers were created specifically to provide free advertising to Mariposa County's tourism-facing businesses, YMCTB's special offers campaign has brought in more than 285,000 page views this fiscal year raising the profile of each participating business with each click.

YMCTB is dedicating tens of thousands of dollars to provide this sort of advertising to Mariposa County's business at no cost to them.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Book>Direct



$11,632,667 in revenue equals $1,395,919 in TOT. Revenues are estimated using actual data.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Yosemite.com Referrals

	YTD 2021-2022	YTD 2020-2021
Lodging Referrals	260,766	284,000
Things to Do Referrals	43,754	39,800
Dining Referrals	15,436	10,000

We are outpacing prior year in our referrals for things to do and dining. We still have four months of the fiscal year left.

As the economy revives, the competition for lodging referrals is becoming more competitive and expensive.

Estimated lodging booking revenue from 260,766 referrals equals $3,846,037 or an additional $461,524 in TOT.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

TOT & TBID Income

TOT Collections

Month	22/21 Amount	20/21 Amount	19/20 Amount	18/19 Amount	17/18 Amount
July	$2,437,390	$1,474,664	$2,857,229	$1,395,118	$1,772,897
August	$2,014,943	$1,591,830	$2,626,881	$576,991	$1,626,879
September	$2,072,378	$790,349	$2,483,753	$1,532,775	$1,485,979
October	$1,695,708	$1,327,953	$1,852,803	$1,183,357	$1,178,508
November	$1,424,078	$1,166,846	$1,094,861	$789,535	$707,727
December	$1,234091	$266,374	$1,081,371	$675,393	$682,088
January	$904,534	$211,545	$598,299	$373,991	$430,873
February		$761,434	$779,460	$347,064	$465,528
March		$1,325,065	$378,288	$594,982	$678,254
April		$1,851,356	$10,793	$1,272,597	$1,005,290
May		$2,200,760	$17,168	$1,660,461	$1,512,523
June		$2,787,163	$571,448	$2,202,637	$1,935,900
GR TOTAL	$11,783,122	$15,755,339	$14,352,354	$14,824,433	$14,983,743
Δ Prior Year	($3,972,217)	$1,402,985	($472,079)	($159,310)	$101,016
Δ Year to Date	$4,953,561				

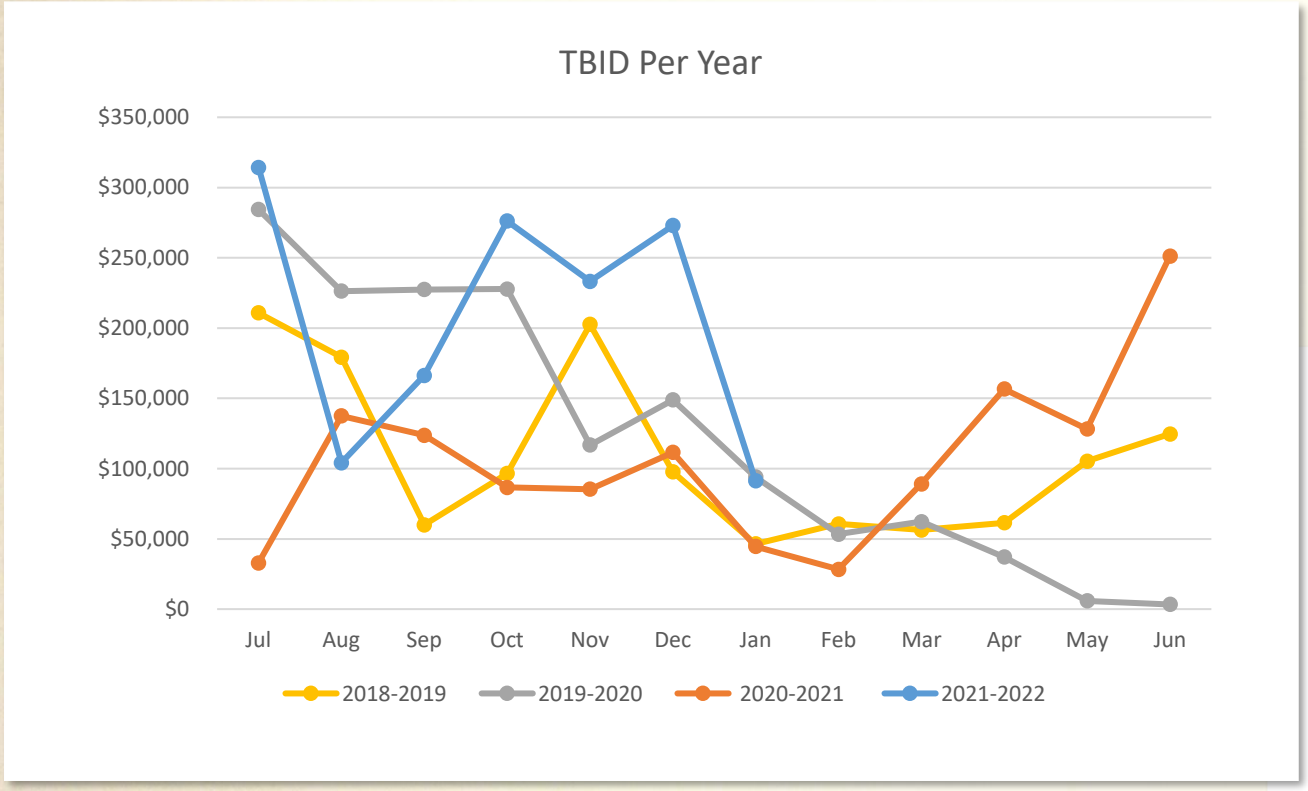
TBID Collections

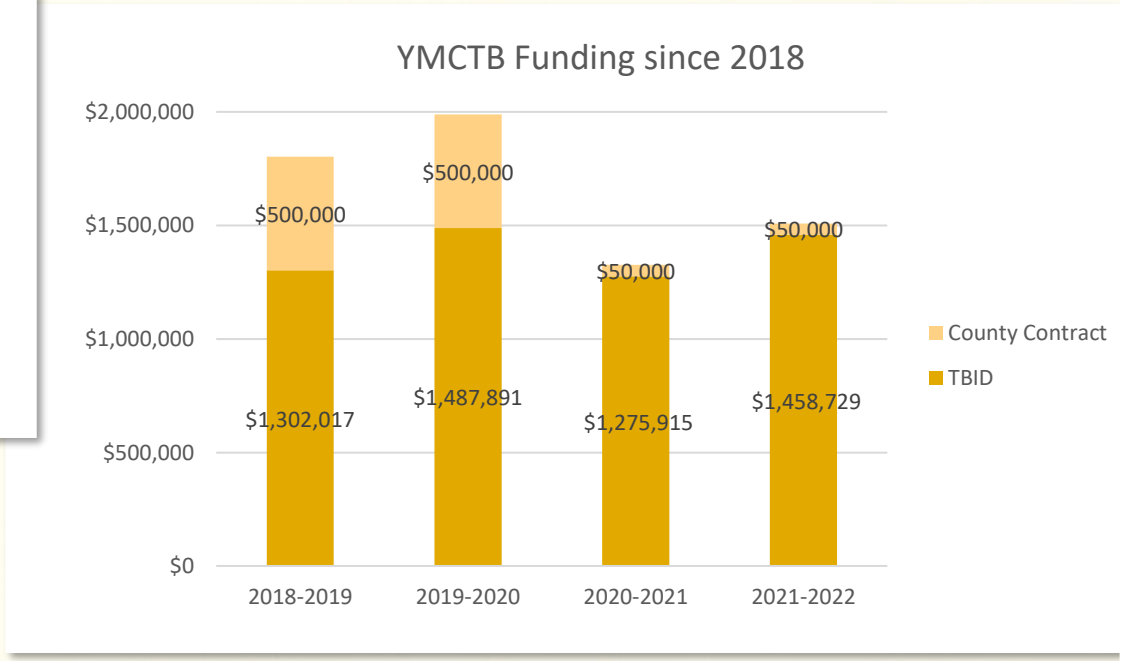
Month	2021-2022	2020-2021	2019-2020	2018-2019
Jul	$314,363	$32,892	$284,356	$210,888
Aug	$104,222	$137,534	$226,277	$179,271
Sep	$166,338	$123,733	$227,407	$59,998
Oct	$276,150	$86,666	$227,841	$96,547
Nov	$233,304	$85,361	$116,805	$202,663
Dec	$272,986	$111,592	$148,902	$97,688
Jan	$91,366	$44,592	$94,089	$46,424
Feb	$75,000	$28,312	$53,395	$60,668
Mar	$65,000	$89,118	$62,297	$56,365
Apr	$85,000	$156,699	$37,165	$61,510
May	$145,000	$128,203	$5,937	$105,351
Jun	$205,000	$251,213	$3,422	$124,642
Total	**$2,033,729**	**$1,275,915**	**$1,487,891**	**$1,302,017**
Total PY	$1,275,915	$1,487,891	$1,302,017	$1,491,404
Diff	**$757,815**	**$(211,976)**	**$185,874**	**$(189,387)**
Forecast				

- ***Average Daily Rate (ADR) is the driver of TOT in late 2021 and now in 2022***
- ***Lodging continues to hold ADR due to high labor, insurance & supply costs***
- ***Lower visitor counts will impact other businesses***

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Revenue: TBID / County Contract





Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Our Local Economy

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2019-2020
Direct Travel Spending ($Million)											
Destination Spending	381.6	400.1	391.2	417.7	450.8	455.6	468.0	433.7	464.0	249.6	▼ -46.2%
Other Travel*	4.0	3.5	3.1	3.1	2.7	2.4	2.7	3.1	3.2	1.1	▼ -64.8%
TOTAL	385.6	403.6	394.4	420.8	453.5	457.9	470.7	436.8	467.2	250.7	▼ -46.3%
Visitor Spending by Type of Traveler Accommodation ($Milllion)											
Hotel, Motel, STR	326.6	343.5	336.4	361.0	392.7	397.6	407.3	373.9	400.6	219.6	▼ -45.2%
Private Home	9.8	9.8	9.3	9.5	8.8	8.5	9.3	9.8	10.8	3.7	▼ -66.0%
Campground	2.3	2.4	2.5	2.7	2.6	2.7	2.8	2.9	3.1	2.6	▼ -15.9%
2nd Home	10.3	10.2	9.9	9.9	10.2	10.4	11.1	12.1	12.4	14.2	▲ 14.6%
Day Travel	32.6	34.2	33.1	34.7	36.5	36.5	37.5	35.1	37.1	9.5	▼ -74.3%
TOTAL	381.6	400.1	391.2	417.7	450.8	455.6	468.0	433.7	464.0	249.6	▼ -46.2%
Visitor Spending by Commodity Purchased ($Million)											
Accommodations	125.8	130.0	130.9	142.5	157.5	162.5	168.3	152.6	165.4	109.2	▼ -34.0%
Food Service	109.7	117.0	114.5	121.1	132.7	136.0	139.5	130.5	140.1	68.1	▼ -51.4%
Food Stores	8.6	9.1	8.7	9.2	9.9	9.7	9.6	8.9	9.4	4.6	▼ -50.7%
Local Tran. & Gas	38.4	39.0	35.2	37.4	36.4	33.3	35.8	36.2	38.6	16.4	▼ -57.5%
Arts, Ent. & Rec.	54.4	58.1	56.6	59.9	64.0	64.3	64.5	59.0	61.7	28.8	▼ -53.4%
Retail Sales	44.8	46.9	45.3	47.6	50.3	49.7	50.1	46.4	48.9	22.4	▼ -54.1%
Visitor Air Tran.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	▼ 0.0%
TOTAL	381.6	400.1	391.2	417.7	450.8	455.6	468.0	433.7	464.0	249.6	▼ -46.2%

Source: The Economic Impact of Travel in California / 2020p / Prepared by Dean Runyan Associates. 2020 is the most recent year avail

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Our Local Economy

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2019-2020
Travel Industry Earnings ($MIllion)											
Accom. & Food Serv.	64.9	68.6	64.7	68.7	77.8	78.2	84.5	72.8	83.1	81.8	▼ -1.5%
Arts, Ent. & Rec.	11.9	13.2	13.9	14.2	16.7	14.3	13.9	9.6	10.3	6.1	▼ -41.2%
Retail**	10.3	11.1	10.7	11.5	12.5	12.7	13.8	13.0	13.4	14.6	▲ 9.3%
Ground Tran.	3.8	4.3	4.1	4.5	5.0	5.4	6.1	7.8	8.7	3.0	▼ -65.1%
Visitor Air Tran.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	▼ 0.0%
Other Travel*	0.3	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.2	▲ 2.7%
TOTAL	91.1	97.3	93.6	99.1	112.1	110.7	118.5	103.3	115.6	105.7	▼ -8.5%
Travel Industry Employment (Jobs)											
Accom. & Food Serv.	2,870	3,010	2,960	2,990	3,120	2,880	3,080	2,680	2,850	2,880	▲ 1.3%
Arts, Ent. & Rec.	630	780	750	840	900	860	760	580	690	450	▼ -34.7%
Retail**	370	380	360	400	410	400	410	390	380	380	▼ -0.1%
Ground Tran.	110	120	110	120	130	130	130	150	170	140	▼ -17.6%
Visitor Air Tran.	0	0	0	0	0	0	0	0	0	0	▼ 0.0%
Other Travel*	10	<10	<10	<10	<10	<10	<10	<10	<10	<10	▼ -7.7%
TOTAL	3,990	4,290	4,180	4,370	4,570	4,270	4,390	3,810	4,100	3,870	▼ -5.7%

Tourism-related or impacted employment in Mariposa County averages 50% of all jobs.

Source: The Economic Impact of Travel in California / 2020p / Prepared by Dean Runyan Associates. 2020 is the most recent year available

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Our Local Economy

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2019-2020
Tax Receipts Generated by Travel Spending ($Millions)											
Local Tax Receipts	16.9	17.5	17.4	18.7	20.6	21.0	21.7	20.0	21.8	14.4	▼ -33.7%
State Tax Receipts	12.5	12.5	12.4	13.2	14.0	13.5	13.4	12.6	13.7	7.6	▼ -44.0%
TOTAL	29.4	30.0	29.8	31.9	34.5	34.5	35.2	32.6	35.4	22.1	▼ -37.7%
Local Tax Receipts Generated by Travel Spending ($Millions)											
Visitor	13.6	14.1	14.2	15.4	16.9	17.5	18.1	16.8	18.2	11.5	▼ -36.8%
Business or Employee	3.3	3.4	3.2	3.3	3.7	3.5	3.6	3.2	3.6	2.9	▼ -18.3%
TOTAL	16.9	17.5	17.4	18.7	20.6	21.0	21.7	20.0	21.8	14.4	▼ -33.7%
State Tax Receipts Generated by Travel Spending ($Millions)											
Visitor	9.3	9.1	9.0	9.5	9.9	9.6	9.6	9.4	10.1	4.9	▼ -51.9%
Business or Employee	3.3	3.4	3.5	3.7	4.1	3.9	3.8	3.2	3.5	2.8	▼ -21.2%
TOTAL	12.5	12.5	12.4	13.2	14.0	13.5	13.4	12.6	13.7	7.6	▼ -44.0%

Of $35.4 million in collected local and state taxes in 2019, 80% were paid by visitors and 20% by residents.

Source: The Economic Impact of Travel in California / 2020p / Prepared by Dean Runyan Associates. 2020 is the most recent year available

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Our Local Economy

The importance of tourism nationally and statewide is recognized by recent budget decisions by federal and state governments:

- Brand USA now FULLY funded by the federal government.
- Visit California has been FULLY funded at $100MM ***plus*** an added $95MM to off-set market share losses to Florida. Losses due to 50% reduced funding in 2020 and early 2021.
- With 58 California Counties and over 100 county and city tourism offices returning to full operation, YMCTB and Mariposa County have stiff competition for in-state and inbound visitation.

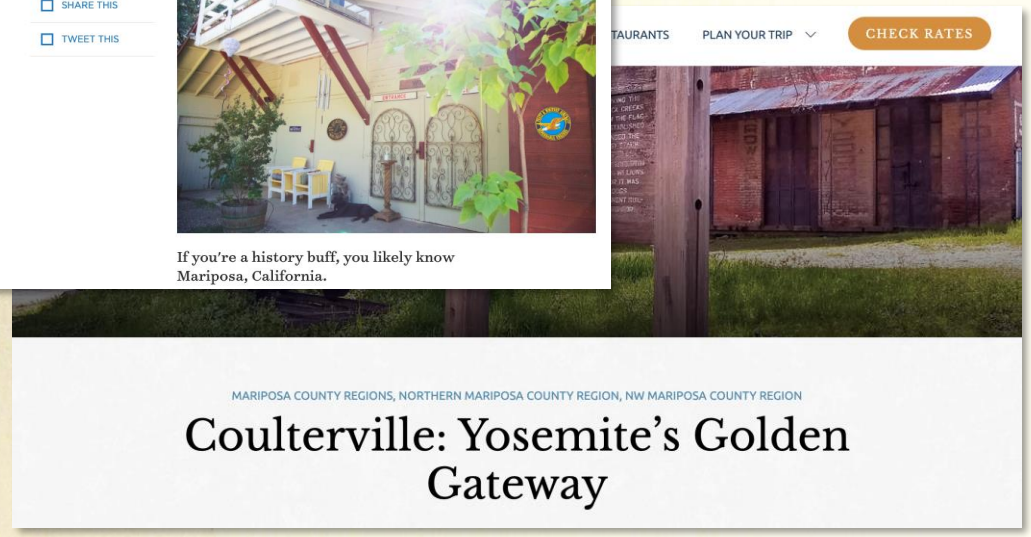


Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Building the Mariposa County Brand







YMCTB has worked to establish Mariposa County as a destination in its own, separate from Yosemite. Competing head-to-head with adjacent towns/counties. Here's how we've done that:

- **Video:** We've produced 12 videos, 9 of them focus on businesses or activities outside of the Park that are not related to lodging such as 1850 Restaurant and Brewery, the Merced River Canyon and the Yosemite Climbing Museum.

- **Stories:** We've produced 37 articles year-to-date. Nearly half of them focus solely on creating Mariposa County's Brand relating to our rich history, recreation, shopping and small towns.

- **Press:** We secured and hosted a journalist to create an article focusing on the wine industry in Mariposa County helping diversify how the region is seen for things to do.

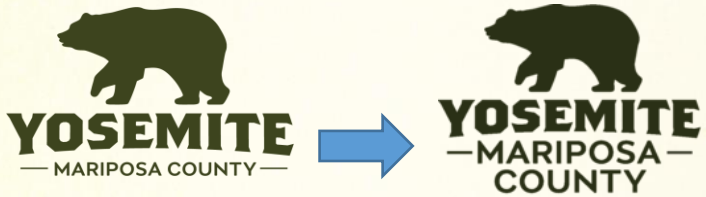
Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Building the Mariposa County Brand: An Ongoing Effort

The Goal: To include Mariposa County along with Yosemite NP in the majority of paid and earned marketing. To position Mariposa County, as a dynamic destination for adventure, history, authentic culture, shopping, dining and recreating. To communicate Mariposa County as a great place to visit independent of Yosemite NP.

Progress:

- Highlight the history, culture and uniqueness of Mariposa County in all we do.
- We're re-establishing Mariposa County as the home of Yosemite and a critical Gold County destination.
- The media now sees YMCTB as the region's subject matter experts. This authority was previously lost to Tuolumne and Madera Counties.
- YMCTB adjusted focus to building the Mariposa County brand over the last 3-1/2 years. The bureau now operates as a full-service marketing agency with local staff who are able to create quality content – including articles on Yosemite.com and videos about the history and culture of the area. The logo was deservedly changed to put the county on equal footing as the park.



2016 Logo *2019 Logo*

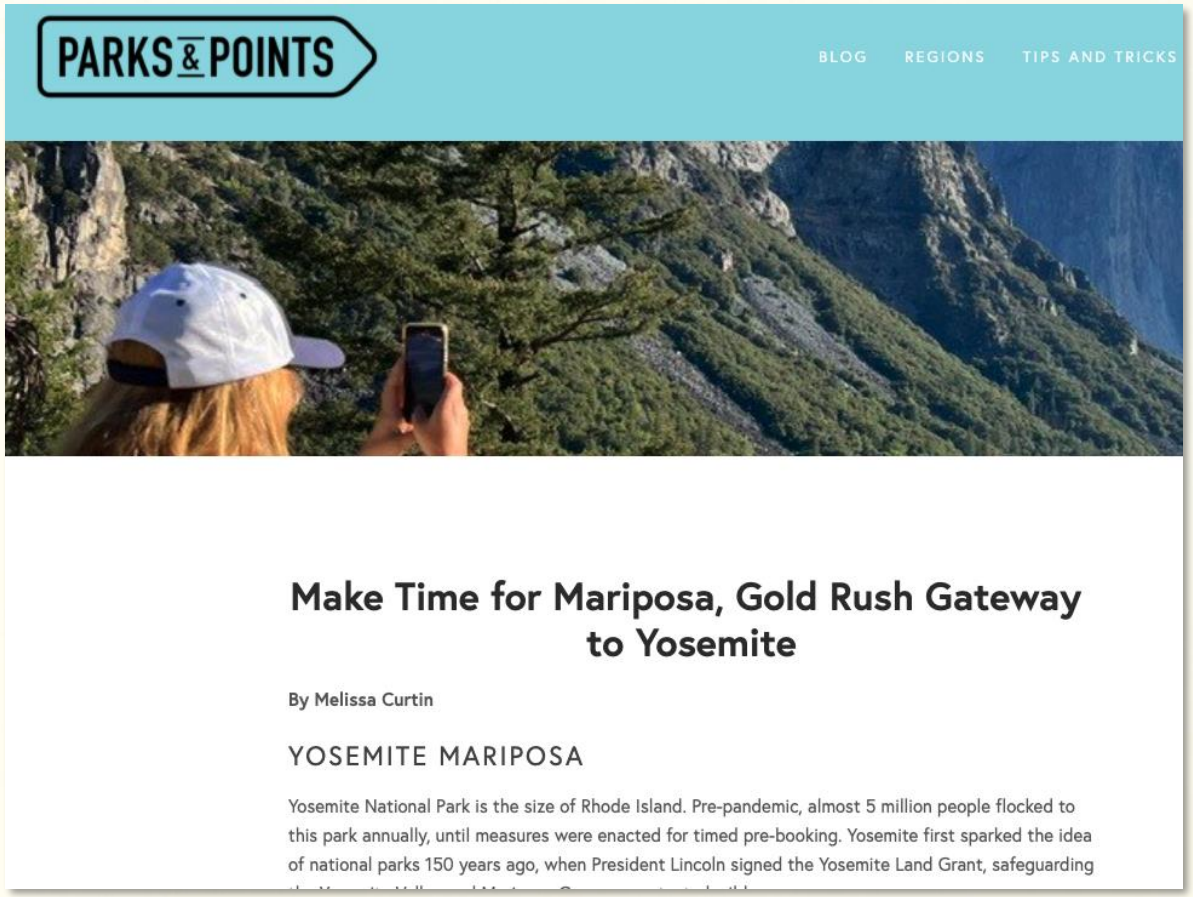
Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Building the Mariposa County Brand: An Ongoing Effort

Work to be Done:

- Position the County as a historical destination in California and the American West.
- Lessen the opinion that Mariposa County is just a pass-through to Yosemite.
- Demonstrate the County's authentic Western culture (a huge interest for international travelers).
- Continue to encourage new attractions and opportunities for economic growth and to ensure Mariposa's many "Things to Do" continue to grow.

For all of these reasons, we need to continue our Mariposa County brand building effort through County funding.



Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Challenges ahead…

While our passion is to market the entire county, businesses, retail, restaurants, attractions, museums, etc. and help engage in economic development, we are challenged by:

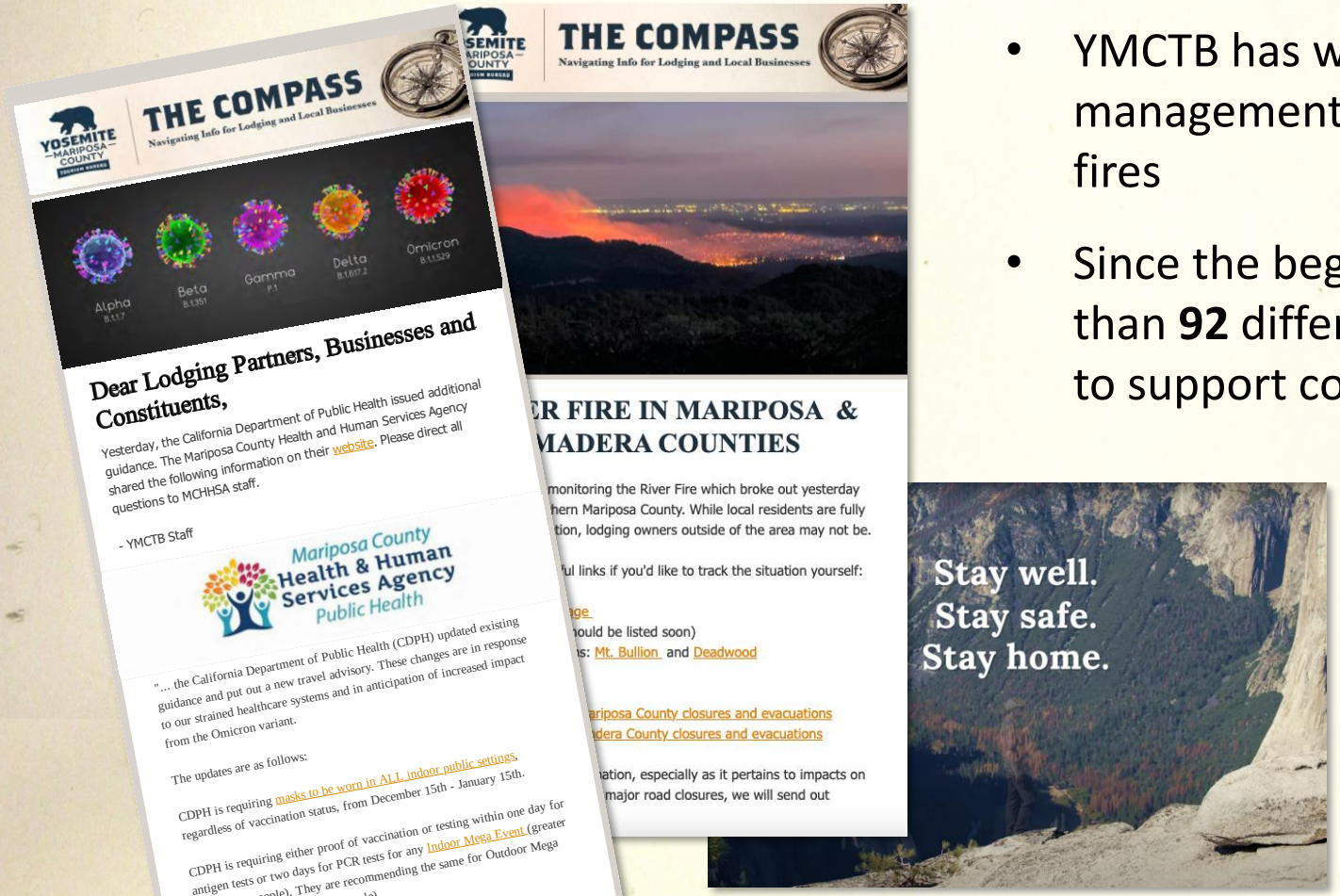
- Media costs that are skyrocketing in this current economy.
- TBID funding, which requires expenditures focused the benefit of the payer.
- Funding uncertainty that hampers our ability to keep building the Mariposa County brand and plan and make seasonal or long-term strategic commitments.



Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

County Focus Areas:

Safety



- TOT revenue supports public safety, fire protection, roads, and administrative functions.
- YMCTB has worked on crisis communications and management with Detwiler, Ferguson, Creek, River and other fires
- Since the beginning of the pandemic, YMCTB has sent more than **92** different emails and communications about COVID-19 to support county, Health Officer, HHSA etc.
- Public education via communication and content to protect lives when visiting the county

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

County Focus Areas

Wellness

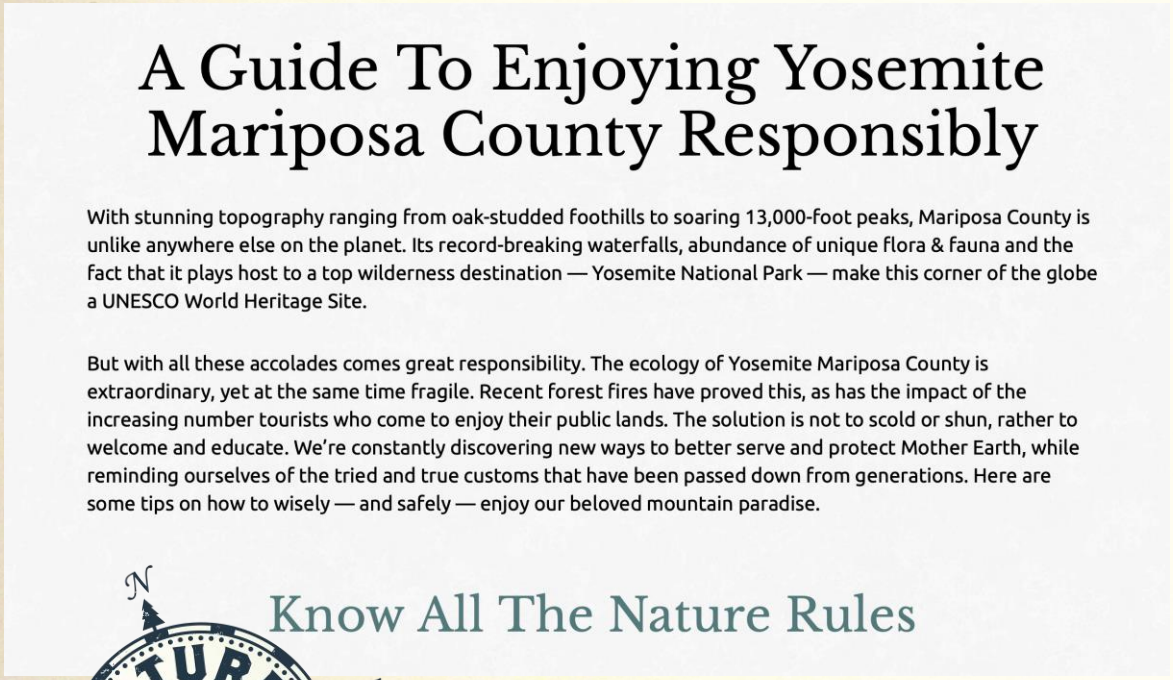
- Staff volunteer and participate in many programs designed to improve the lives of Mariposans
- Offer technical and educational training for business owners to improve their financial stability
- Ensure increases in year-round employment, which increases paid medical benefits for full-time permanent employees. Our community becomes less dependent on public services and financial support with better wages for healthier lifestyles and peace of mind.



Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

County Focus Areas

Stewardship



A Guide To Enjoying Yosemite Mariposa County Responsibly

With stunning topography ranging from oak-studded foothills to soaring 13,000-foot peaks, Mariposa County is unlike anywhere else on the planet. Its record-breaking waterfalls, abundance of unique flora & fauna and the fact that it plays host to a top wilderness destination — Yosemite National Park — make this corner of the globe a UNESCO World Heritage Site.

But with all these accolades comes great responsibility. The ecology of Yosemite Mariposa County is extraordinary, yet at the same time fragile. Recent forest fires have proved this, as has the impact of the increasing number tourists who come to enjoy their public lands. The solution is not to scold or shun, rather to welcome and educate. We're constantly discovering new ways to better serve and protect Mother Earth, while reminding ourselves of the tried and true customs that have been passed down from generations. Here are some tips on how to wisely — and safely — enjoy our beloved mountain paradise.

Know All The Nature Rules

- Nature Rules, our public visitor and local education program, also serves as personal safety education
- Videos pertaining to natural elements, education, improved lifestyle (Wellness) and environmental protection
- Staff serves on boards such as Merced River Trail Citizen Working Group, Yosemite Gateway Partners, Mariposa County Business Association, Main Street Mariposa, YARTS AAC, EDC, as well as the Gold Country High Sierra, and Central Valley tourism associations an many other committees
- Provides expertise and guidance on business development projects
- Supports county and other communications and education on available grants and small business (SBA-type) support networks

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

County Focus Areas



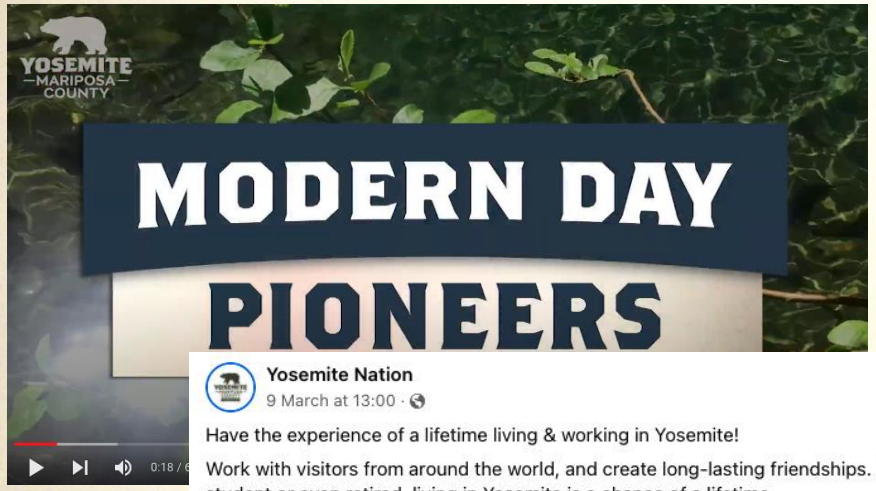
Infrastructure

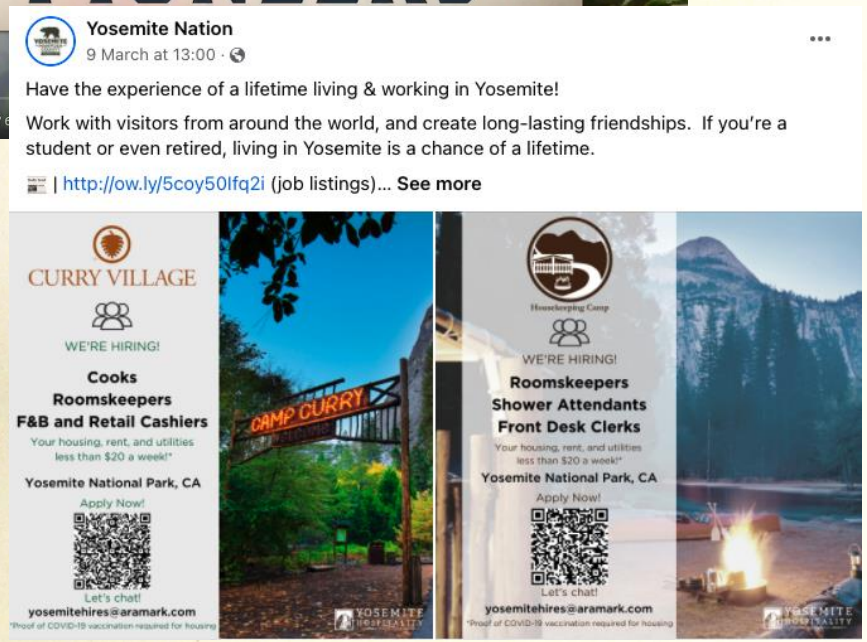
- TOT supports public safety, fire protection, roads, and administrative functions.
- Assists with achieving goals of the County's Economic Vitality Strategy.
- Implements research and studies for potential expansion of attraction, tour, lodging and tourism businesses.
- YMCTB develops both digital infrastructure with Yosemite.com and digital marketing and collateral assets, as well as physical assets such as Mariposa and Coulterville Town Maps, Nature Rules educational brochures, Meeting and Travel Trade brochures, a Destination Vacation Planner and Trade Show materials and attendance.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

County Focus Areas

Prosperity





- As the only marketing entity for Mariposa County, YMCTB leads efforts to drive revenue and prosperity to all corners of Mariposa County.
- With major staffing and budget reductions the last 2 years in the tourism sector due to COVID-19, YMCTB has acted as a surrogate for marketing in the absence of marketing staff and investment by the largest tourism businesses in the county.
- Economic Development role –Modern Day Pioneers video are an example of YMCTB's work promoting and attracting entrepreneurs and business development.
- YMCTB has recently engaged in workforce development and attraction, posting job and position openings through social media, as well as management-level referrals.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

Conclusion

- We want to find a way to balance our partnership that allows YMCTB to represent the County and provide branding and marketing services which allow long- term prosperity.

- We wish to collaborate and work together to protect our residents, businesses and our economy from the coming instability due to changes to YNP visitation.

- We are proud of the work by the local team we have built. We are committed to continue our hard work, rolling up our sleeves in times of crisis and drive recovery or success where needed.

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)



Thank You!

YOSEMITE
MARIPOSA COUNTY
TOURISM BUREAU

Attachment: Final BOS presentatio - Tourism (12771 : Tourism Bureau Presentation)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Housing Programs - Minute Order Tracking Item

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Follow Up Regarding Housing Programs in Mariposa County.

This item is scheduled based on prior Board direction (Minute Order Tracking).

On December 4, 2018, Planning scheduled a Discussion and Direction Item Regarding Housing Programs in Mariposa County. The Board directed staff to bring back a housing program or plan that considered the Board's input. This item is a report to the Board regarding the status of items discussed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board gave staff direction on December 4, 2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

There are no alternatives to conducting the discussion. No formal action is requested, so there isn't a negative action.

ATTACHMENTS:
220322 BOS - Housing Programs Update Memo (PDF)
220322 Discussion Table Status (PDF)
220311 Permanent Occupancy In Park Trailer Unit (RV) (PDF)
Final PowerPoint Presentation - Housing Programs Follow Up (PDF)
PUBLIC COMMENT ITEM J.3 (3_22_22 BOS agenda) (PDF)

RESULT: INFORMATION RECEIVED

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 742 . 1215 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: March 22, 2022

To: Board of Supervisors

From: Sarah Williams, Director

Topic: Follow-Up Discussion and Direction to Staff regarding Housing Programs in Mariposa County (Minute Order Tracking item)

SUMMARY

In December 2018, Planning scheduled a discussion and direction session with the Board of Supervisors regarding options to implement Housing Programs in the County. Planning sought input from the Board and public regarding establishing priorities to address housing issues in accordance with a) recent state legislation, b) provisions of the General Plan Housing Element, c) the Housing Strategic Implementation Program and d) recent local issues.

Planning now shares responsibility with the County's Housing Development Specialist (CAO's Office) for some of these items:

- The Housing Development Specialist is responsible for assisting private developers and facilitating development within established regulations; overseeing programs to assist owners and renters; lobbying for legislative changes; helping secure funds for nonprofit housing developers; and maintaining available infrastructure.

- Planning staff implement State law requirements, including that the County provide adequately zoned sites for development of housing. Planning assists with developing zoning provisions to promote and facilitate housing types to meet many needs in the county and with processing applications for housing projects. Planning also is responsible for implementing the General Plan Housing Element.

- Mariposa County is not a housing developer.

There were a number of action items identified and discussed in December 2018, and the Board was interested in pursuing and/or researching all of the items.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

Staff has made progress on this list, and this item contains a brief update regarding the status of twelve items:

1. Accessory Dwelling Units (ADUs)
2. Single Room Occupancy (SRO) units
3. Kitchen Definition
4. Tiny Homes
5. Junior Accessory Dwelling Units (JADUs)
6. Allowance for Extended Stay RV Parks
7. Areas for Extended Stay RV Parks
8. Employee Housing
9. "Pre-Approved" Building Permit Plans for Tiny Homes
10. High Density Housing
11. Density Bonus Provisions
12. Housing Element Update

This item is a follow-up to the December 2018 Board item (identified in current Minute Order Tracking lists). The Board directed staff to, "Bring back a housing program or plan that considers today's input."

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM ONE

Amend Code to include State Law provisions for Accessory Dwelling Units (ADUs)

This item is required by State Law.

STATUS: Staff is implementing State Law, as written. The law's requirements are being included in the Development Code Update.

BACKGROUND: State law has been amended several times during the last 3 years, relating to the creation of Accessory Dwelling Units (ADUs). **An ADU is defined as a self-contained, residential unit located on the same lot as an existing single-family home**. The state law establishes flexibility to encourage development of ADUs:

- ADUs are allowed in any residential or mixed-use zone.
- Clarifies an ADU can be created through the conversion of a garage, carport or covered parking structure.
- Reduces property line setbacks for such units in certain situations.
- Specifies there is no minimum parcel size for allowance of an ADU.
- Establishes limits to fees that special districts (such as MPUD or Lake Don Pedro CSD) and water corporations can charge.
- Reduces the maximum number of parking spaces for an ADU to one space.
- Allows replacement parking spaces to be located in any configuration (including tandem or stacked parking)
- Establishes that ADUs are not required to provide fire sprinklers, if they were not required for the primary residence
- Sets a maximum 1,200 square foot limitation on ADU units (a local jurisdiction can create a larger size limitation), unless the ADU is in an accessory structure
- Specifies that an ADU may not be used as a short-term (vacation) rental
- Establishes that local jurisdiction may limit ADUs based on adequacy of water and sewer service, and impacts on traffic flow and public safety (including severe fire hazard areas).

Mariposa County's zoning ordinance already contains allowances for "secondary residences" (and has, since 1988) and Area Plans contain provisions for secondary residences, or "guest houses." **The definition of a secondary residence is the same as an ADU (it is a self-contained, residential unit located on the same lot as an existing single-family home), however the flexibility and limits for ADUs (listed above) do not apply to a secondary residence.** The county already allows secondary residences in all zones where residential uses are allowed, except in Wawona (where limits were established through the town plan adoption process, based on environmental constraints).

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

Mariposa County's provisions for secondary residences **do not limit occupancy** in a secondary residence, and **do not limit size** (except in the Town of Mariposa's Single Family Residential 9000 square foot zone, where a secondary residence is limited to 800 square feet). Additionally, Mariposa County currently **allows both the primary and secondary residential units on a parcel of land to be used for transient occupancy** (vacation rental) purposes. Secondary residences are subject to all current building and zoning codes.

Only two residences (a primary residence and a secondary residence OR an ADU) and one Junior ADU (see item 5 below) are allowed on a parcel in the county.

A property owner could not have both an ADU and a Secondary Residence on their parcel.

A property owner is currently required to make a choice as to the option they desire for their property (they can choose to build a secondary residence or an ADU).

To allow for more residences than three on a parcel would require an amendment to the Mariposa County General Plan.

ADDITIONAL PROGRAM

The Housing Development Specialist is working cooperatively with other foothill counties on a program to develop "The Mother Lode Accessory Dwelling Unit Workbook".

This project is funded by a Regional Early Action Planning (REAP) Grant through California Housing and Community Development (HCD). The workbook will be available to the public and staff. It will be an educational document to assist with implementing current ADU law.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM TWO

Make Single Room Occupancy (SRO) units a Permitted Use in appropriate zones within Mariposa County

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This item, to make SRO units a permitted use in appropriate zones in the County, is required by the County's adopted Housing Element (2019-2024).

STATUS: The item is being included in the Development Code Update.

BACKGROUND: A single room occupancy (SRO) is defined as a dwelling within a hotel or motel that consists of one or two rooms and contains no sanitary facilities (restroom facilities) or food preparation facilities (kitchen facilities), or contains either, or contains both types of facilities. A single room occupancy could include an efficiency dwelling unit or a congregate residence as defined in the California Building Code.

The General Plan identifies these as potential seasonal workforce housing units and emergency housing units.

Although the term is defined in County Code, there are no zones within which a single room occupancy (if it didn't comply with definition of dwelling unit) is expressly authorized as a permitted use.

These units would be appropriate in commercial or higher density residential zones.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM THREE

Discuss Kitchen Definition

This item is a local issue, related to vacation rental units.

STATUS: The item is being included in the Development Code Update as an amended definition of kitchen.

BACKGROUND:

County Code Chapter 17.148 defines "Dwelling Unit" as:

> *"...a room or group of rooms, including sleeping, eating, cooking, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied or intended for occupancy by one household. Dwelling unit does not include a recreational vehicle."*

County Code Chapter 17.148 defines "Kitchen" as:

> *"...an area with appliances or other facilities for the preparation or preservation of food that **includes a gas or electric range, oven or stovetop**. A kitchen does not include wet bars or specialized home canning or preserving facilities."*

The question of what constitutes a kitchen has been an issue for reviewing and permitting of vacation rentals. Staff does not consider a hotplate or microwave oven to meet that portion of the kitchen definition for "facilities for the preparation or preservation of food", however this does technically comply with the current Zoning Ordinance definition. A hotplate or microwave oven would be typical in a motel or motel unit but not in a standard single-family residence.

The current 2019 Electrical Code defines "Kitchen" as:

> *"An area with a sink and permanent provisions for food preparation and cooking."*

It would be appropriate to reference current electrical code in the updated definition.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM FOUR

Amend County Code to include Provisions for Tiny Homes that are not manufactured homes, factory-built housing or California Residential Code or Building Code homes.

This item is a local issue.

STATUS: Staff sought a legal review of the potential to amend county code to allow permanent occupancy in a Park Trailer (an RV) as a residential use, on rural lands in the county (outside of a Special Occupancy Park).

Staff reviewed ordinances adopted for some jurisdictions in the state.

Staff recently received an opinion from County Counsel's Office which clarifies that:

1. California law does not allow use of a park trailer or RV as a residence or an ADU on rural lands in the county.

2. A potential amendment to County Code to allow a park trailer or RV to be used as a residence is inconsistent with both state and federal law.

BACKGROUND:

"Tiny homes" are not clearly and specifically defined in either state government or construction codes.

A "tiny home" is simply a small home or small structure or small vehicle. A "tiny home" can be a number of varying residential or recreational units or types, depending upon the construction standard used.

To be occupied for either residential or recreational purposes, the 6 potential "tiny home" types below must:

- comply with County's zoning ordinance (for use and density standards) and
- comply with the standards of, and be approved (issuance of construction or installation permit) by either the County (pursuant to building codes) or CA HCD or HUD

Residential structures allowed in the county as dwelling units through a County Building Permit process include the following:

1) a California Residential Code or California Building Code home (stick built)
2) a Housing and Urban Development (HUD)-Code manufactured home
3) a factory-built housing unit (HCD-approved)

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

Recreational structures allowed in a Special Occupancy Park through a CA HCD Permit process include the following:

4) a recreational vehicle (RV)
5) a camping cabin
6) a park trailer (a type of RV)

A Special Occupancy Park is an RV Park.

ADDITIONAL INFORMATION ABOUT EACH UNIT TYPE

California Residential Code of California Building Code home:

- is also referred to as a "stick-built" home
- is allowed throughout the State and in Mariposa County as a residential dwelling unit
- must meet all required construction standards established by the California Residential Code and/or California Building Code
- is a dwelling unit which mandates a building permit be issued by Mariposa County Building Department for construction and use

Manufactured homes and factory-built housing:

- are allowed throughout the State and in Mariposa County as residential dwelling units
- must meet all required construction standards established by HUD or HCD
- are dwelling units which mandate a building permit be issued by Mariposa County Building Department for setup and use
- are transportable in one or more sections
- are 320 or more square feet in size

RVs (Recreational Vehicles):

- include a motorhome, housecar, travel trailer, truck camper or camp trailer
- may or may not have motive power
- are designed for human occupancy for recreational use
- do not comply with HCD, HUD or California Residential or Building Code requirements for a dwelling unit
- may be occupied only in a Special Occupancy Park, under HCD authority and permitting

Park trailers:

- are considered a type of recreational vehicle (RV), according to HCD
- are structures of 400 square feet or less in gross floor area
- are set up and built on a single chassis
- may not exceed 14 feet in width at the maximum horizontal projection
- may be occupied only in a special occupancy parks (RV Park) under HCD authority and permitting

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

- do not comply with HCD, HUD or California Residential or Building Code requirements for a dwelling unit

Camping cabins:

- are relocatable hard sided structures
- have floor areas of less than 400 square feet
- do not contain plumbing
- do not comply with HCD, HUD or California Residential or Building Code requirements for a dwelling unit
- are only allowed in a Special Occupancy Park (RV Park), under HCD authority and permitting)

NOTE: As a result of the housing crisis in Mariposa County, code compliance activities continue to find more people living in RVs on rural properties. This is not allowed, as most rural properties are not a Special Occupancy Park and an RV does not comply with California Residential or Building Code requirements for a dwelling Unit.

There are two local exceptions:

1) *If there is an active single family residential building permit on the property (and the permit is for a stick-built home), it permissible to live in a RV while the home is being built*

2) *If the residents are victims of a disaster and provisions of the Post Disaster Recovery Ordinance are in effect. County code allows disaster victims to live in an RV while they are recovering from the disaster and pursuing permanent replacement housing. Permits for connection to utilities are required for either exception.*

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM FIVE

Amend County Code to include State Law provisions for Junior Accessory Dwelling Units (JADUs)

This item is required by State Law.

STATUS: Staff is implementing State Law, as written. The law is being included in the Development Code Update.

BACKGROUND: State law has been amended during the last 3 years, relating to the creation of Junior Accessory Dwelling Units (JADUs). **A JADU is defined as an ADU of no more than 500 square feet, which must be entirely contained within a proposed or existing single-family dwelling**. A JADU may share a bathroom with the single-family home but must have its own kitchen or efficiency kitchen.

Other requirements for a JADU:

- no additional parking is required for such units
- there is a limit of one JADU per residential lot or parcel
- there can be no minimum parcel size for allowance of an ADU
- A JADU may not be sold separately
- A JADU may not be used for vacation rental purposes
- For purposes of providing service for water, sewer, or power, including a connection fee, and for the purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate or new dwelling unit.
- Requires owner-occupancy on parcel on which JADU is proposed.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM SIX

Amend County Code to Allow the Use of RVs / Park Trailers located within RV Parks for Month-to-Month rentals (Extended Stay RV Parks)

This item is required by the County's General Plan, Housing Element.

STATUS: This General Plan provision is being included in the Development Code Update.

BACKGROUND: The General Plan's adopted Housing Element establishes the following implementation action:

> *In an effort to address temporary seasonal housing within the County, the County will review its Zoning Ordinance and, if necessary, process an amendment to the Zoning Ordinance to define the limits of stay and development standards within existing and new Recreational Vehicle (RV) parks within the County. These extended stay RV parks would be reviewed as high-density residential uses.*

This provision would allow occupancy in an RV or a Park Model, in a RV Park, on a month to month or longer basis, as an affordable option to expand housing opportunities, especially for members of the county's seasonal workforce.

A precedent for such use in Mariposa County was established in 2001 when the Planning Commission approved an amendment to the conditions of approval for the Coulterville RV Park, which was approved under Conditional Use Permit No. 215. The Planning Commission was able to make the necessary findings to allow the loosening of length of stay requirements and amended the applicable condition of approval to read:

> *"Permanent occupancy shall be allowed within the park in any space which has full hookups including water, sewer and electricity. Permanent occupancy shall be defined as occupancy of any space or spaces within the park for a term of 30 or more consecutive days…"*

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM SEVEN

Amend County Code and Town Plans to Expand the Zones in which Extended Stay RV Parks can be Permitted or Conditionally Permitted

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This item is required by the County's General Plan, Housing Element.

STATUS: This General Plan provision is being included in the Development Code Update.

BACKGROUND: The General Plan's adopted Housing Element establishes the following implementation action:

> *In an effort to address temporary seasonal housing within the County, the County will review its Zoning Ordinance and, if necessary, process an amendment to the Zoning Ordinance to define the limits of stay and development standards within existing and new Recreational Vehicle (RV) parks within the County. These extended stay RV parks would be reviewed as high-density residential uses.*

This item is related to Item Six. Should code amendments be completed to allow the use of units within RV parks for long-term rentals, this item would expand the zones within the county where extended stay RV parks are allowed.

The intent of allowing extended stay RV Parks would be to provide an alternative type of affordable or workforce housing.

Currently, RV parks can be located in commercial zones in the county, as follows:

- Permitted use in countywide Resort Commercial zone, through the CIM Plan process.
- Conditional use in the General Commercial zone in the town of Mariposa (as a tourist service facility involving outside activity/storage areas)
- Potential to be proposed use within a Planned Unit Development Overlay (PUD Overlay) in the town of Mariposa
- Conditional use in Fish Camp's Resort Commercial Land Use Classification.

Potential options could include extended-stay RV parks as a high-density residential use in the community of Mariposa or Coulterville (where there are community services available). Currently, mobile home parks are conditional uses in Mariposa's multi-family residential zone. The use is not specifically identified in the Coulterville Town Plan.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM EIGHT

Amend County Code to Expand the Definition of and Allowances for Employee Housing

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This item is a local issue, not specifically addressed by adopted policy and regulatory documents.

STATUS: The issue is being addressed in the Development Code Update.

BACKGROUND:

County Code includes the following definition for Employee Housing:

> *Employee housing: Residence, dwelling units or boarding house for workers employed on land owned by the owner of the property on which the housing is located.*

This definition will be expanded, to allow for alternative designs, such as co-housing or housing with communal facilities (facilities would have less personal space and more shared space than conventional housing).

Although County Code has a few zones within which Employee Housing is identified as a permitted or conditional use, the Development Code Update will expand the zones (and areas) where employee housing could be developed, and potentially eliminate the need for a Conditional Use Permit.

An objective of these code amendments would be to allow employee housing to be developed on larger parcels, based on the density allowed if the parcel were subdivided. Development or performance type standards could be included to address potential issues and impacts associated with employee housing. Some kind of deed restriction would also be necessary, to ensure the parcel was not further divided (creating non-conforming densities)

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM NINE

Establish Program for County to provide "Pre-Approved" Building Permit Plans for Tiny Homes that comply with California Residential Code or Building Code homes.

This item is a local issue, not addressed by adopted policy and regulatory documents.

STATUS: The issue was pursued by the Housing Development Specialist, but not completed. There were too many variables to construction standards throughout the county, based on elevation differences (snow load requirements) and soils.

Staff will continue to monitor and pursue opportunities to bring small home plans sets to residents, if prior issues can be addressed.

BACKGROUND:

Some jurisdictions in the State have implemented a program where pre-approved tiny home construction plans are available to property owners, at no cost. The plans are for tiny homes which comply with California Residential Codes and California Building Codes. The program reduces the costs associated with building a home, by eliminating the need to obtain and pay for construction plans, and potentially eliminating the need to pay "plan check" costs for a building permit.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM TEN

Modify County Code and County Zoning Maps, to Ease Process for and Expand Areas for Development of High-Density Housing

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This item is a local issue, not specifically addressed by adopted policy and regulatory documents.

STATUS: The issue is being addressed in the Development Code Update and future Town Plan Updates for Mariposa and Coulterville.

BACKGROUND:

The amendments include:

- Eliminate Conditional Use Permit requirement for housing (residential uses) in the General Commercial Zone of the Mariposa Town Planning Area. The Conditional Use Permit requirement was established by the Board of Supervisors, in the 1990s, to ensure that prime commercial land was not developed for housing.

- Identify more land in either the Mariposa or Coulterville Town Planning Areas, which is currently served by community sewer and water services (and where capacity is available), for high density housing land uses (necessitates rezoning lands to Multi-Family Residential land use/zone)

- Reduce the minimum parcel size for single family residential zones in either the Mariposa or Coulterville Town Planning Areas from 9,000 square feet to 6,000 square feet.

- Modify density determinations, to allow more flexibility in multi-family residential zones such that smaller units (studio apartment or one-bedroom dwellings) are not counted as a full "unit".

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM ELEVEN

Modify County Code to make Density Bonus provisions in County Code Sections 17.108.100 and 17.338.020 consistent with Government Code

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This item is required by State Law.

STATUS: Staff is implementing State Law, as written. The law's requirements are being included in the Development Code Update.

BACKGROUND:

The State mandated density bonus requirements established by CA Government Code Section 65915-65918 are significantly different from the density bonus provisions currently provided in County Code. Current code provides a simple 25% density bonus for projects with low-income housing. State law is now much more complex, with a sliding density bonus scale based upon the percentage of very-low, low and moderate income housing, in addition to density bonuses for senior housing and if land is donated to the County. The State law requires that the County ensure continued affordability of the vey-low, low and moderate income housing for 30 years. State law also requires that the county enforce an equity sharing agreement upon resale of the properties.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ITEM TWELVE

Commence General Plan Housing Element 2019-2024 Update

This item was required by State Law and has been completed.

The General Plan's 2019-2024 Housing Element Update was adopted by the Board of Supervisors on August 20, 2019 (Resolution No. 2019-498) and certified by CA Housing and Community Development.

STATUS: This item has been completed. Staff implements General Plan provisions, including the Housing Element, on a daily basis.

BACKGROUND:

State Planning and Zoning Law requires local jurisdictions to prepare and adopt a comprehensive, long term general plan for the physical development of the county. State law requires certain elements be contained in an adopted General Plan, including a Housing Element. The Housing Element is the only element which has mandated five-year adoption cycles.

Keeping a Housing Element "current" pursuant to state law is an eligibility requirement for certain funding sources, including CDBG (Community Development Block Grant) funds. CDBG funds have been identified by Health and Human Services, as a funding source for future necessary housing programs.

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

ATTACHMENTS:

1. Discussion Table – Status
2. Opinion regarding Occupancy in RV or Park Model Unit

Attachment: 220322 BOS - Housing Programs Update Memo [Revision 3] (12742 : Housing Programs - Minute Order Tracking Item)

Housing Programs in Mariposa County – Board of Supervisors Discussion Item List from December 4, 2018

UPDATES as of 3/22/2022

Minute Order Tracking

Item	Authority	Area Impacted	Mandate or Optional	CURRENT STATUS	
1. Accessory Dwelling Units (ADUs)	State law	County-wide	Mandated	State Law requirements being implemented on a day-to-day basis; permanent code provisions being written into Development Code Update; Draft Development Code Update makes distinction between ADU and Secondary Dwelling Unit	
2. Single Room Occupancy (SRO) Units	General Plan	Areas with community sewer and water services	Mandated	Permanent code provisions (where SROs are allowed) being written into Development Code Update	
3. Kitchen Definition	Local Issue	County-wide	Optional	Permanent code provisions (amended definition) being written into Development Code Update	
4. Tiny Homes	Local Issue	County-wide	Optional	Opinion received the confirms that residential occupancy in Park Trailers and RVs is not allowed outside of a Special Occupancy Park	
5. Junior Accessory Dwelling Units (JADUs)	State law	County-wide	Mandated	State Law requirements being implemented on a day-to-day basis; permanent code provisions being written into Development Code Update	
6. Allowance for Extended Stay RV Parks	General Plan	County-wide or areas with community sewer and water services	Optional	Permanent code provisions being written into Development Code Update	
7. Area for Extended Stay RV Parks	General Plan	County-wide or areas with community sewer and water services	Optional	Permanent code provisions being included in Development Code Update (amend allowable uses in zoning	

Attachment: 220322 Discussion Table Status (12742 : Housing Programs - Minute Order Tracking Item)

				designations to allow extended stay RV parks).	
8. Employee Housing	Local Issue	County-wide	Optional	Permanent code provisions being written into Development Code Update (expand definition of and areas where employee housing is allowed)	
9. Pre-approved Building Permit Plans for Tiny Homes	Local Issue	County-wide	Optional	Program pursued by Housing Development specialist, but not successful	
10. High Density Housing	Local Issue / General Plan	Areas with community sewer and water services	Optional	Permanent code provisions being written into Development Code Update and future Town Plan Updates for Mariposa and Coulterville	
11. Density Bonus Provisions	State law	Areas with community sewer and water services	Mandated	State Law requirements being implemented on a day-to-day basis; permanent code provisions being written into Development Code Update	
12. Housing Element Update	State law	County-wide	Mandated	Housing Element 2019-2024 Update completed (and certified by the State Housing and Community Development Department) as required by state law	

Attachment: 220322 Discussion Table Status (12742 : Housing Programs - Minute Order Tracking Item)

COUNTY COUNSEL/RISK MANAGEMENT

M E M O R A N D U M

DATE: March 11, 2022

TO: Sarah Williams, Planning Director

FROM: Steven W. Dahlem, County Counsel/Risk Manager SWD

RE: Review of Potential Solutions – Permanent Occupancy in Park Trailer Unit (RV)

Questions Presented:

1. **You have asked whether certain amendments (see below) to the Mariposa County Code would allow one park trailer unit on a parcel to be used for residential occupancy?**

2. **You have asked whether those local code amendments adopted by the City of San Luis Obispo could be a model for allowing one park trailer unit on a parcel, as an accessory dwelling unit, to be used for residential occupancy?**

Regarding Question (1), a resident has suggested that a park trailer unit could be allowed as a residential use if the Mariposa County Code were amended as follows:

a. Title 13.08.115 (Sewage Disposal), by deleting subsection B: "Travel trailers/recreational vehicles may not be used as a residence unless a permit has been obtained from the building department to do so in combination with a dwelling construction permit."

b. Title 15.10.270 (Regulations For Use Of Travel Trailers/Recreational Vehicles), by replacing the existing text with the following: "A. Any recreational vehicle intended to be occupied, longer than 14 nights in a 90-day period must be connected to an approved power source such as a permitted electrical service hook-up or any other power source approved by the building department. In addition, all applicable County Codes must be met, such as zoning, setbacks, units per parcel, etc. B. Any park trailer intended to be occupied, for any period of time must be connected to an approved power source such as a permitted electrical hook-up or any other power source approved by the building department. In addition, all applicable County Codes must be met, such as zoning, setbacks, units per parcel, etc."

Regarding Question (2), the City of San Luis Obispo passed an ordinance permitting recreational vehicles as tiny houses in residential zones as accessory dwelling units, pursuant to Government Code 65852.2. The City specifically relied on Government Code Section 65852.2(g) which provides: "This

Attachment: 220311 Permanent Occupancy In Park Trailer Unit (RV) (12742 : Housing Programs - Minute Order Tracking Item)

section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit."

Conclusions:

1. We conclude that amending the Mariposa County Code in the manner described above is inconsistent with state and federal law and is insufficient to allow a park trailer unit to be used as a residence.

2. We conclude that Government Code Section 65852.2 does not authorize the use of park trailer units as accessory dwelling units.

    a. We conclude that a local ordinance adopted pursuant to Government Code Section 65852.2 may not authorize the use of park trailer units as accessory dwelling units.

Analysis:

1. **Do certain amendments (see above) to the Mariposa County Code allow one park trailer unit on a parcel to be used for residential occupancy?**

State and federal regulations define park trailers as recreational vehicles designed only for recreational use and not as a permanent residence or for permanent occupancy.

California Health and Safety Code Section 18010 provides in pertinent part: "Recreational vehicle" means both of the following:

(a) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy….
(b) A park trailer, as defined in Section 18009.3.

California Health and Safety Code Section 18009.3 (a) provides in pertinent part: "'Park trailer' means a trailer designed for human habitation for recreational or seasonal use only…."

Mariposa County Code Section 15.10.270 implements state law. It provides:

A. Travel trailers/recreational vehicles are considered sub-standard housing and as such cannot be used as a residence.

The definitions outlined above are consistent with federal definitions and regulations.

24 Code of Federal Regulations 3282.15(a) provides:

(a) Exemption. A recreational vehicle that meets the requirements of this section is exempt from 24 CFR parts 3280 (Manufactured Home Construction and Safety Standards) and 3282 (Manufactured Home Procedural and Enforcement Regulations). (Parenthetical notes added.)

Attachment: 220311 Permanent Occupancy In Park Trailer Unit (RV) (12742 : Housing Programs - Minute Order Tracking Item)

24 Code of Federal Regulations 3282.15(b) defines a recreational vehicle as:

> (1) A vehicle or vehicular structure not certified as a manufactured home;
> (2) Designed only for recreational use and not as a primary residence or for permanent occupancy; and is either:
> (i) Built and certified in accordance with either the NFPA 1192 (incorporated by reference, see §3282.16) or ANSI A119.5 (incorporated by reference, see §3282.16), as provided by paragraph (c) of this section; or
> (ii) Any vehicle which is self-propelled.

The Federal Department of Housing and Urban Development (HUD) has determined that:

> Recreational vehicles are not subject to this part, part 3280. A recreational vehicle is a factory built vehicular structure designed only for recreational use and not as a primary residence or for permanent occupancy, built and certified in accordance with NFPA 1192-15 or ANSI A119.5-09 consensus standards for recreational vehicles and not certified as a manufactured home. *81 Federal Register 6806, 6807.*

Thus, recreational vehicles are exempted from the more stringent construction standards applicable to manufactured homes, specifically because they are not designed to be a primary residence.

Recreational vehicles, including park trailers, as defined in state law are licensed by the Department of Motor Vehicles and may be sited in special occupancy parks governed by the Special Occupancy Parks Act, Health and Safety Code Section 18860 et seq., by the California Department of Housing and Community Development.

The proposed amendments regarding utility hook ups and zoning setbacks do not address the regulatory gap presented by construction standards that do not meet the standards for manufactured housing. Construction standards for recreational vehicles are lowered based on the finding that recreational vehicles are not intended for permanent occupancy.

The proposed amendments assume regular sign-off by the building inspector that does not exist or seek to by-pass the local building inspector by relying on safety standards governing the manufacture of the recreational vehicle. But those standards are unavailing because they are not standards for manufactured housing. Recreational vehicle occupancy is governed by several state statutory schemes, including the Recreational Vehicle Park Occupancy Law, Civil Code Section 799.20 et seq., and Special Occupancy Parks Law, Health and Safety Code Section 18860 et seq. Nothing in the proposed amendments alters the application of these laws to recreational vehicles. Our conclusion is supported by the legislature's refusal to add park trailers to the list of structures that can be considered accessory dwelling units. *See infra.*

2. Does Government Code Section 65852.2 allow park trailers as accessory dwelling units?

Government Code Section 65852.2 was enacted in 1990 and has been amended many times since. It allows for local agencies to provide, by ordinance, for the creation of accessory dwelling units (ADUs) in areas zoned to allow single-family or multifamily use. The section provides that local agencies: (1)

Attachment: 220311 Permanent Occupancy In Park Trailer Unit (RV) (12742 : Housing Programs - Minute Order Tracking Item)

designate areas where ADUs may be permitted; (2) impose standards on ADUs; (3) provide that ADUs do not exceed allowable density; and (4) require ADUs to comply with all of the requirements of subdivision (D)(i-xii), including compliance with local building code requirements that apply to detached dwellings, as appropriate. ADUs that meet the standards are to be considered and approved ministerially without discretionary review. *Government Code 65852.2(a)(3).* If the local ordinance does not comply with Section 65852.2, it is null and void and the standards set forth in the statute shall apply. In the absence of a local ordinance, the statute applies. *Government Code 65852.2(a)(4)*

Government Code Section 65852.2(j) provides, in pertinent part:

> As used in this section, the following terms mean:
> (1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:
> (A) An efficiency unit.
> (B) A manufactured home as defined in Section 18007 of the Health and Safety Code.
> . . .
> (3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

Here, the legislature added examples of certain construction that would be considered ADUs, including efficiency units and manufactured homes, both of which have statutory definitions. The expression of some things in a statute necessarily means the exclusion of other things not expressed. *Gikas v. Zolin (1993) 6 Cal. 4th 841.* The inclusion of some classes of structures, while not mentioning park trailers indicates the legislature's intent to exclude park trailers from among the classes of structures that may be classified ADUs. The legislative history expressly shows this exclusion.

In 1994, the legislature amended Government Code Section 65852.2 by Assembly Bill No. 3198. The Assembly forwarded to the Senate a bill which "added 'manufactured home,' 'efficiency unit,' and 'park trailer' to the definition of a second unit (now an accessory dwelling unit), as defined." (Parenthetical note added.) Before the bill was signed, the Senate "delete[d] references to 'park trailer' from the definition of second units." Thus, the legislature expressly considered and rejected the inclusion of park trailer among those types of construction that are considered ADUs.

Thus, the state statute does not allow park trailer units as accessory dwelling units.

a. May a local ordinance adopted pursuant to Government Code Section 65852.2 allow park trailer units as accessory dwelling units?

Government Code Section 65852.2(g) provides that: "This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit." We have found no case law interpreting Section 65852.2(g).

Attachment: 220311 Permanent Occupancy In Park Trailer Unit (RV) (12742 : Housing Programs - Minute Order Tracking Item)

The question presented by this subsection is whether the word "creation" of accessory dwelling units relates to less restrictive requirements of building standards or of development standards. We believe, given the structure of the statutory scheme, the contents of section 65852.2, and the interpretation of the California Department of Housing and Community Development, that creation of accessory dwelling units in section 65852.2 relates only to development standards.

Government Code Section 65852.2 is found in Title 7, Planning and Land Use, Division 1, Planning and Zoning, Chapter 4, Zoning Regulations, Article 2, Adoption of Regulations, which encompasses sections 65850 – 65863.13.

Government Code Section 65850, entitled "Scope of power to regulate by ordinance," provides in pertinent part:

> The legislative body of a city or county may, pursuant to this chapter, adopt ordinances that do any of the following:
> (a) Regulate the use of buildings, structures, and land as between industry, business, residences, open space, including agriculture, recreation, enjoyment of scenic beauty, use of natural resources, and other purposes.
> (b) Regulate signs and billboards.
> (c) Regulate all of the following:
> (1) The location, height, bulk, number of stories, and size of buildings and structures.
> (2) The size and use of lots, yards, courts, and other open spaces.
> (3) The percentage of a lot which may be occupied by a building or structure.
> (4) The intensity of land use.

Thus, it appears from the scope of power defined by the section that the county's ability to regulate under this chapter is confined to what may be called "development standards," i.e., the use of buildings, structures and land. Nothing in the scope of power to regulate suggests anything related to building standards or alteration of the building code.

The language of Section 65852.2 is consistent with this scope of regulation. In each instance where the building code is referenced in Section 65852.2, the regulation makes clear that ADUs must adhere to the building code. For example, an ordinance must require that ADUs comply with all local building code requirements that apply to detached dwellings, as appropriate. *65852.2(a)(1)(D)(viii)*. No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit. *65852.2 (a)(5)*. A local agency shall ministerially approve an application for a building permit within a residential zone for multiple ADUs within portions of multifamily dwelling structures if each unit complies with state building standards for dwellings. *65852.2 (e)(1)(C)(*i). The only possible exception is a reference in *Section 65852.2(c)* which provides that ADUs shall not be required to provide fire sprinklers if they are not required in the primary residence.

In its publication, Accessory Dwelling Unit Memorandum, December 2016, the California Department of Housing and Community Development, posed the question: Can a local government adopt less restrictive requirements? In response, it stated: "Yes, ADU law is a minimum requirement and its purpose is to encourage the development of ADUs. Local governments can take a variety of actions beyond the statute that promote ADUs such as reductions in fees, less restrictive parking or unit sizes or

Attachment: 220311 Permanent Occupancy In Park Trailer Unit (RV) (12742 : Housing Programs - Minute Order Tracking Item)

amending general plan policies." All of these appear to be within the scope of regulatory powers identified in Section 65850. Nowhere does HCD suggest that a local agency may alter the building standards. Although the ultimate responsibility for the construction of a statute rests with the court, we accord great weight and respect to the construction of the statute by the agency charged with administering the statute. *Sharon S. v. Superior Court (2003) 31 Cal.4th 417, 436.*

You have provided us with an ordinance from the City of San Luis Obispo which specifically cites Government Code Section 65852.2(g) as authority "to adopt less restrictive requirements than the state mandated minimums for accessory dwelling units." The San Luis ordinance allows recreational vehicles (park trailer units) as "tiny houses" in residential zones.

We are also aware that the City of Fresno adopted an ordinance allowing tiny houses, defined as, "licensed and registered with the California Department of Motor Vehicles and meets ANSI 119.2 or 119.5 requirements."

We also note that in both cases, San Luis Obispo and Fresno require as a condition of approval that the owner enter into an indemnity agreement with the City.

Based on our reading of Government Code 65852.2, we do not believe the statute's allowing local authorities to adopt less restrictive requirements than the state mandated minimums for accessory dwelling units extends to modification of building code standards. Thus, we believe that a local ordinance may not allow park trailers as permanent residences.

If you have further questions, please feel free to contact me.

Attachment: 220311 Permanent Occupancy In Park Trailer Unit (RV) (12742 : Housing Programs - Minute Order Tracking Item)



HOUSING PROGRAMS
DISCUSSION AND DIRECTION TO STAFF

MARCH 22, 2022

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

SUMMARY

- 12/2018: Board - Discussion and Direction Session
- Staff presented options to implement housing programs
- Staff sought input to establish priorities to address housing programs, based on:
  - Recent State Legislation
  - General Plan policies and implementation measures
  - Housing Strategic Implementation Program
  - New Local Issues

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

RESPONSIBILITY FOR HOUSING

Planning - shares responsibility for housing programs with **Housing Development Specialist** (CAO's Office) and **HHSA**:

- **Housing Development Specialist (CAOs Office):**
  - assists private developers and facilitating development within established regulations
  - oversees programs to assist owners and renters
  - lobbies for legislative changes
  - helps secure funds for nonprofit housing developers
  - maintains available infrastructure



Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

RESPONSIBILITY FOR HOUSING

Planning - shares responsibility for housing programs with **Housing Development Specialist** (CAO's Office) and **HHSA**:

- **HHSA staff:**
  - Landlord Partnership Program (increase number of long-term rentals)
  - Supportive Housing and Homeless Services (Connections Emergency Shelter, the Heritage House, Food Resources)
  - Housing (Housing Choice vouchers, Rent-subsidized apartments, low-income home energy assistance program (LIHEAP) weatherization program



Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

RESPONSIBILITY FOR HOUSING

Planning - shares responsibility for housing programs with **Housing Development Specialist** (CAO's Office) and **HHSA**:

- **Planning staff:**
  - implements State law requirements, including that the County provide adequately zoned sites for development of housing (General Plan Housing Element)
  - develops zoning provisions to promote and facilitate housing types to meet many needs in the county
  - assists with processing applications for housing projects
  - implements the General Plan Housing Element

- NOTE: County is not a housing developer.



Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

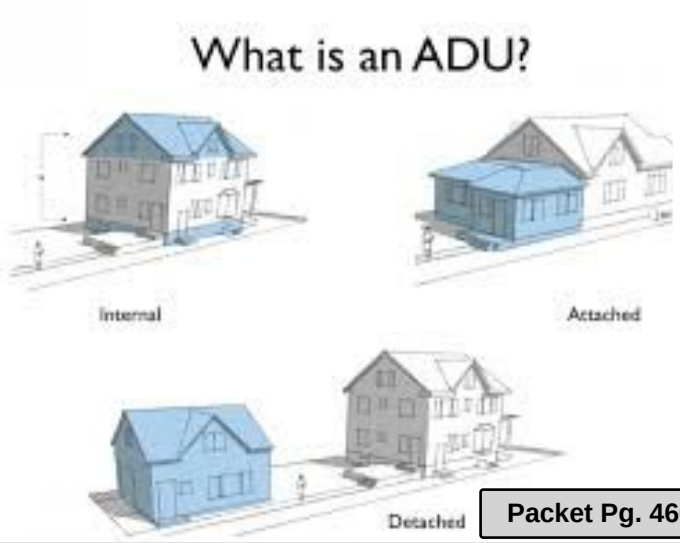
DECEMBER 2018

- 12 Action Items identified and discussed
- BOS interested in pursuing / research all 12 items
- **Today's Presentation - review progress and status of each of 12 items**

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

1. ACCESSORY DWELLING UNITS (ADU)

- State Law requirements - to minimize barriers to developing ADUs throughout state
- **ADU defined**: self-contained, residential unit on same lot as existing single-family home.
- Not yet implemented into code locally (ADUs)…okay by state law. County must just implement state law.



Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

1. ACCESSORY DWELLING UNITS (ADU) VS. SECONDARY DWELLINGS

- **Mariposa County Code allows Secondary Dwellings (since 1988)**
- **Secondary Dwelling defined**: self-contained, residential unit on same lot as existing single-family home
- Secondary Dwellings (in Mariposa County Code) are not limited in any way (like ADUs)

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

ADUS VS. SECONDARY RESIDENCES

- County Code = Secondary Residences
  - No limit on size of 2nd residence (except MPA SFR-9000)
  - Allowed as permitted use (except Wawona and Light Industrial zone)
  - No limit on occupancy
  - Allowed to be used for transient occupancy
- State Law = ADUs
  - Reduced property line setbacks
  - Reduced parking
  - Reduced connection fees - utilities
  - No fire sprinklers required (if not required for primary SFR)
  - Maximum size 1,200 square feet (if not sprinklered)
  - May not be used for transient occupancy

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

STATUS ITEM 1 - ADUS

- Addressed Development Code Update process
- Implementing State Law as written
- Building permit applicants have choice:
  - Build ADU (pursuant to state law)
  - Build Secondary Dwelling (pursuant to county code)

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

RESIDENTIAL DENSITY

- **Current Allowed Residential Density (3 per parcel):**
  - 1 Primary Residence
  - 1 ADU OR 1 Secondary Dwelling
  - 1 Junior ADU
- General Plan adopted 2006 – changes to allowed residential density in rural areas
- Prior to 2006, GP and Code allowed greater density for larger unsubdivided parcels (why there are larger parcels in county developed with more than 3 dwelling units)
- EXAMPLE Prior to 2006, 20-acre Mountain Home Parcel (5 acres is minimum parcel size for subdivision in MH zone) – 1 residence for each 5 acres, plus 1 secondary residence per parcel (5 units)
- General Plan change – higher density was having impacts same as a subdivision, no way to address impacts

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

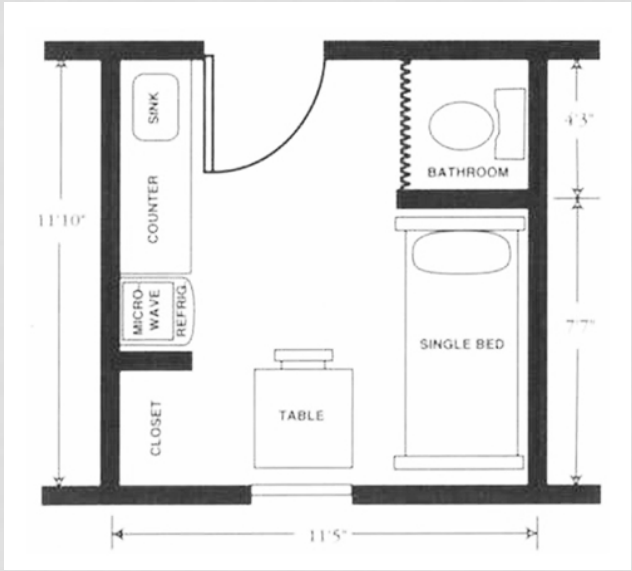
2. SINGLE ROOM OCCUPANCY (SROS) UNITS

- Requirement of adopted GP Housing Element
  - Facilitate Emergency Housing
- SRO Definition
  - *"…a dwelling within a hotel or motel that consists of one or two rooms and contains no sanitary facilities or food preparation facilities, or contains either, or contains both types of facilities. Single room occupancy could include an efficiency dwelling unit or a congregate residence as defined in the California Building Code."*

STATUS OF ITEM 2 - SROS

- Addressed Development Code Update
  - Amend code to identify where SROs are appropriate (Higher density residential zones or commercial zones)





3. KITCHEN DEFINITION

- Local issue – related to vacation rentals and definitions
- Dwelling Unit definition:
  - "...*a room or group of rooms, including sleeping, eating, **cooking**, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied or intended for occupancy by one household. Dwelling unit does not include a recreational vehicle.*"
- Kitchen definition:
  - "...*an area with appliances or other facilities for the preparation or preservation of food that **includes a gas or electric range, oven or stovetop**. A kitchen does not include wet bars or specialized home canning or preserving facilities.*"

ITEM 3 - ISSUE

- Whether or not a SRO is appropriate in rural residential area, for vacation rental use
- SRO appropriate in higher density residential or commercial areas



Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

STATUS OF ITEM 3 – KITCHEN DEFINITION

- Addressed in Development Code Update
- 2019 Electrical Code – defines kitchen as

  "An area with a sink and permanent provisions for food preparation and cooking."

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

4. TINY HOMES

- "Tiny Homes" are not defined in state law or construction code
- Tiny Home simply a small home or small structure or small vehicle
- Tiny Home can be a number of residential or recreation units
  - **Depending on construction standard used**

TINY HOMES

- **RESIDENTIAL STRUCTURES**

- Allowed in County as dwelling unit
- Allowed through County Building Permit Process
- Construction Standard – 3 options:

1) California Residential Code or California Building Code home (stick built)
2) Housing and Urban Development (HUD)-Code manufactured home
3) Factory-built housing unit (HCD-approved)

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

TINY HOMES

- **RECREATIONAL STRUCTURES**

- Allowed in County in Special Occupancy Park (if allowed by zoning)
- Allowed through State HCD (Housing and Community Development Department) Permit Process

1) Recreational Vehicle (RV)
2) Camping Cabin
3) Park Trailer (type of RV)

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

STATUS OF ITEM 4 – TINY HOMES

- Staff sought legal review of potential to amend code to allow permanent occupancy in Park Trailer (type of RV) as residential use on rural lands in county (outside of Special Occupancy Park)





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STATUS OF ITEM 4 – TINY HOMES

- RESPONSES:

1. **California law does not allow use of a park trailer or RV as a residence or an ADU on rural lands in the county.**

2. **A potential amendment to County Code to allow a park trailer or RV to be used as a residence is inconsistent with both state and federal law.**

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STATUS OF ITEM 4 – NOTE

- There are many people living in RVs on rural properties (due to housing crisis).
- Living in RV not allowed:
  - most rural properties are not a Special Occupancy Park
  - RV does not comply with California Residential or Building Code requirements for a Dwelling Unit.

There are two local exceptions:

1) *Active single family residential building permit on the property (and the permit is for a stick-built home), it permissible to live in a RV while the home is being built*
2) *Residents are victims of a disaster and provisions of the Post Disaster Recovery Ordinance are in effect. County code allows disaster victims to live in an RV while they are recovering from the disaster and pursuing permanent replacement housing.*

Permits for connection to utilities are required for either exception.

5. JUNIOR ACCESSORY DWELLING UNITS (JADUS)

- Required by State law
- Purpose is to provide expanded housing opportunities
- JADU is no more than 500 square feet
- Contained entirely within existing SFR structure
- May have separate or shared sanitation facilities
- No parking required
- One JADU per parcel
- JADU is not a separate dwelling unit for sewer, water, power, connections, etc.

STATUS ITEM 5 - JADUS

- Addressed in Development Code Update
- Implementing State Law as written

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6. AND 7. EXTENDED STAY RV PARKS

- General Plan Housing Element:

  "…to address temporary seasonal housing within the County, the County will review its Zoning Ordinance and… process an amendment to the Zoning Ordinance to define the limits of stay and development standards within … Recreational Vehicle (RV) parks within the County. These extended stay RV parks would be reviewed as high-density residential uses."

- Allow RV Park spaces in Special Occupancy Park to be rented on month-to-month basis



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STATUS ITEMS 6 AND 7 – EXTENDED STAY RV PARKS

- Addressed in Development Code Update
- Identify this as allowed use and to identify where the use would be allowed
- Higher density residential use (not resort commercial use)
- Community services (sewer and water)

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8. EMPLOYEE HOUSING

- Local issue – not addressed by policy or regulatory documents
- Employee housing definition:
  - *Residence, dwelling units or boarding house for workers employed on land owned by the owner of the property on which the housing is located*
- Expand definition, to allow alternative designs (such as housing with communal facilities), to allow off-site locations for housing, to allow housing to be developed by third party
- Expand zones and areas where Employee Housing could be developed (currently in GF, MP and AE zones)
- Modify process to eliminate need for Conditional Use Permit (add development or performance standards, including density provisions)

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STATUS ITEM 8 – EMPLOYEE HOUSING

- Addressed in Development Code Update

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9. PRE-APPROVED BUILDING PERMIT PLANS FOR TINY HOMES

- Local issue – not addressed by policy or regulatory documents
- Pre-approved tiny home construction plans (comply with building/residential code) available to property owners at no cost
- Purpose - reduce costs associated with building permit



STATUS ITEM 9 – PRE-APPROVED PLANS

- Pursued by Housing Development Specialist
- Too many variable to construction standards throughout county (elevation differences, snow loads, soils, etc.)

10. HIGH DENSITY HOUSING

- Local issue – not addressed by policy or regulatory documents
- Multiple options:
  - Eliminate CUP requirement for Multi-Family Residential (MFR) development in General Commercial zone (Mariposa)
    - Development or performance standards
  - Identify more land for MFR zoning (served by community sewer and water services, adequate capacity)
  - Reduce minimum parcel size for SFR zones
    - Current 9,000 sq. ft. – reduce to 6,000 sq. ft.
  - Modify density allowances (smaller units or efficient units are not counted as one full unit for density determinations); reduced parking and setback standards

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STATUS ITEM 10 – HIGH-DENSITY HOUSING

- Addressed in Development Code Update

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11. DENSITY BONUS

- Required by State law
- Current code – simple 25% density bonus for affordable housing
- State law – sliding scale bonus
- Housing for very-low, low and moderate income housing – 30 year commitment

STATUS ITEM 11 – DENSITY BONUS

- Addressed in Development Code Update
- Implementing State Law as written

12. GP HOUSING ELEMENT UPDATE

- Required by State law
- GP Housing Element – 2019-2024
  - Adopted by Board on August 20, 2019
  - Certified by CA HCD

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STATUS ITEM 12 – HOUSING ELEMENT

- Implementing Housing Element

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Item	Authority	Area Impacted	Mandate or Optional	CURRENT STATUS
1. Accessory Dwelling Units (ADUs)	State law	County-wide	Mandated	State Law requirements being implemented on a day-to-day basis; permanent code provisions being written into Development Code Update; Draft Development Code Update makes distinction between ADU and Secondary Dwelling Unit
2. Single Room Occupancy (SRO) Units	General Plan	Areas with community sewer and water services	Mandated	Permanent code provisions (where SROs are allowed) being written into Development Code Update
3. Kitchen Definition	Local Issue	County-wide	Optional	Permanent code provisions (amended definition) being written into Development Code Update
4. Tiny Homes	Local Issue	County-wide	Optional	Opinion received the confirms that residential occupancy in Park Trailers and RVs is not allowed outside of a Special Occupancy Park
5. Junior Accessory Dwelling Units (JADUs)	State law	County-wide	Mandated	State Law requirements being implemented on a day-to-day basis; permanent code provisions being written into Development Code Update
6. Allowance for Extended Stay RV Parks	General Plan	County-wide or areas with community sewer and water services	Optional	Permanent code provisions being written into Development Code Update
7. Area for Extended Stay RV Parks	General Plan	County-wide or areas with community sewer and water services	Optional	Permanent code provisions being included in Development Code Update (amend allowable uses in zoning designations to allow extended stay RV parks).
8. Employee Housing	Local Issue	County-wide	Optional	Permanent code provisions being written into Development Code Update (expand definition of and areas where employee housing is allowed)
9. Pre-approved Building Permit Plans for Tiny Homes	Local Issue	County-wide	Optional	Program pursued by Housing Development specialist, but not successful
10. High Density Housing	Local Issue / General Plan	Areas with community sewer and water services	Optional	Permanent code provisions being written into Development Code Update and future Town Plan Updates for Mariposa and Coulterville
11. Density Bonus Provisions	State law	Areas with community sewer and water services	Mandated	State Law requirements being implemented on a day-to-day basis; permanent code provisions being written into Development Code Update
12. Housing Element Update	State law	County-wide	Mandated	Housing Element 2019-2024 Update completed (and certified by the State Housing and Community Development Department) as required by state law

Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

CONCLUSION

- Follow-up to BOS Discussion in 12/2018 – report on status of 12 items discussed
- Status Report scheduled, based on Minute Order Tracking
- **No Board action requested**



Attachment: Final PowerPoint Presentation - Housing Programs Follow Up (12742 :

From: Colleen Rhodes
To: Tom Sweeney; Rosemarie Smallcombe; Marshall Long; Wayne Forsythe; Miles Menetrey; Board Clerk
Subject: PUBLIC COMMENT ITEM J.3 (3/22/22 BOS agenda)
Date: Friday, March 18, 2022 11:31:05 AM

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PUBLIC COMMENT ITEM J.3 (3/22/22 BOS agenda)

Dear Board of Supervisors,

It has come to my attention that one or more Mariposa County Supervisors may be in violation of FPPC regulations concerning conflicts of interest, specifically regarding ADUs, STRs, and other housing issues. Although such violations may be inadvertent, ignorance of the law does not constitute a defense. The safest way to proceed is for County Counsel to request a formal opinion from FPPC's Legal Counsel, which should be easy given that all the needed communications channels already exist.

Such an opinion, when based upon a full evaluation of the facts, results in immunity. Although it is essential to keep in mind that less than complete facts, which lead to informal assistance, do not. It appears that the community and the Supervisors themselves would be best served if complete facts are submitted, given that informal assistance is so much less protective than the immunity provided by an opinion or formal written advice. (Section 83114; Regulation 18329.)

Here is a link to a January 10, 2022 FPPC Legal Counsel's informal advice letter requested by a city's attorney in a similar situation. The opinion gives you some background on these issues, how they are analyzed by FPPC counsel, and the significance the FPPC attributes to financial conflicts of interest.
https://www.fppc.ca.gov/content/dam/fppc/documents/advice-letters/2021-/2021/21130.21149.pdf

Given the importance of housing issues to Mariposa County and the ongoing work of staff, it appears that a formal opinion should immediately be requested from the FPPC. Item J.3 on the March 22, 2022, BOS agenda involves these issues. It continues a discussion that was previously engaged in by all the Supervisors on January 11, 2022, item J.2 "Discussion and Direction Regarding Housing Development Priorities and Trends." Whatever violations have already occurred may be compounded if FPPC regulations are further disregarded.

Thank you for your attention to these issues.

Regards,

Colleen Rhodes

Attachment: PUBLIC COMMENT ITEM J.3 (3_22_22 BOS agenda) (12742 : Housing Programs - Minute Order Tracking Item)