



# MARIPOSA COUNTY

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5100 Bullion Street  
<http://www.mariposacounty.org/>



**MARSHALL LONG, CHAIR**  
**ROSEMARIE SMALLCOMBE, VICE-CHAIR**  
**TOM SWEENEY**  
**WAYNE FORSYTHE**  
**MILES MENETREY**

**DISTRICT III**  
**DISTRICT I**  
**DISTRICT II**  
**DISTRICT IV**  
**DISTRICT V**

## ACTION SUMMARY MINUTES

**March 16, 2021**

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

| Attendee Name        | Title                   | Status  | Arrived |
|----------------------|-------------------------|---------|---------|
| Rosemarie Smallcombe | District I Supervisor   | Present | 9:00 AM |
| Tom Sweeney          | District II Supervisors | 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 Long led the Pledge.

### C. Introductions

None.

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

No public input. Regarding CA11, Supervisor Smallcombe extended thanks to the volunteers.

**RESULT:**           **ADOPTED [UNANIMOUS]**

**MOVER:**           Miles Menetrey, District V Supervisor

**SECONDER:**       Wayne Forsythe, District IV Supervisor

**AYES:**            Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services**   **RES-2021-126**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services**   **RES-2021-127**

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

**CA3. Sheriff's Office RES-2021-128**

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

**CA4. Sheriff's Office RES-2021-129**

Resolution Continuing the Local Emergency Due to the 2021 Mono Wind Event

**CA5. Sheriff's Office RES-2021-130**

Resolution Continuing the Local Emergency Due to the 2021 Meteorological "Atmospheric River" Event

**CA6. Administration/Human Resources RES-2021-131**

Approve Amendments to the Drug and Alcohol Testing Policy for Safety-Sensitive Positions Effective Immediately as Required by the Department of Transportation (DOT)

**CA7. Board of Supervisors RES-2021-132**

Ratify a Letter of Support for a Mother Lode Workforce Development Board (MLWDB) Grant Application to Fund the "Pathway Home Partnership" to Provide Re-Entry Services to Incarcerated Individuals

CA8. Withdrawn

**CA9. Clerk of the Board of Supervisors 2021-33**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in February of 2021

**CA10. Clerk of the Board of Supervisors 2021-34**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February of 2021

**CA11. Clerk of the Board of Supervisors 2021-35**

Reappoint Ellie McQuarrie and Debbie Cook to the Behavioral Health Board for Terms Expiring on March 16, 2024

**CA12. District Attorney RES-2021-133**

Approve the Host Agreement with Karpel Computer Systems, Inc. DBA: Karpel Solutions to Provide Defender by Karpel to Local Indigent Defense; and Authorize the Board of Supervisors Chair to Sign the Agreement

**CA13. Health and Human Services RES-2021-134**

Approve a Three Year Agreement with Solutionz Conferencing, Inc to Provide Services that Meet Requirements of United States Department of Agriculture Rural Utilities Services (RUS) for Funding of Distance Learning and Telemedicine Grant Program in an Amount Not to Exceed \$920,083; and Authorize the Board of Supervisors Chair to Sign the Agreement

**CA14. Public Works      RES-2021-135**

Approve Advertising for a Request for Qualifications (RFQ) for Local Road Safety Plan (LRSP); and Authorize the Public Works Director to Award and Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

**E. Departmental Presentation**

Kristina Allen/Health and Human Services Agency Deputy Director of Public Health advised of an upcoming vaccine clinic on Friday at the Fairgrounds for those 60 years of age or older and those with medical exceptions, noting that the medical exception no longer needs to be signed and attested to by a physician. She also advised of a clinic to be held in Greeley Hill on the 27<sup>th</sup>. Dr. Allen reported that they are just over 4,000 fully vaccinated, with another 2200 who have had their first doses. She also reported on last night's Facebook Live. In response to Board inquiries, Dr. Allen clarified age groups that may be vaccinated, ways that people can register for the vaccination, and how they plan to use the 200 doses of Johnson and Johnson vaccine.

Dallin Kimble/County Administrative Officer: reported that sales tax reports were released yesterday, and our year over year were down 18.4%, but declines were more dramatic for our restaurants and hotels. He advised that the good part is that we expected it to be down 25%. He also advised that the Calaveras Mariposa Community Action Agency has arranged to provide personal protective equipment to our businesses, so anyone interested in procuring some should contact Tara Schiff who is coordinating it.

**F. Public Comment on Non-Agenda Items**

Supervisor Menetrey wished Supervisor Forsythe a Happy Birthday.

**G. Regular Agenda Items****1. Planning      2021-ORD-1162**

**Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Mariposa County Zoning Map for an Approximately 0.50 Acre Portion of Assessor Parcel Number (APN) 012-140-023, from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family Residential Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-167, Self-Help Enterprises, Project Proponent"**

Sarah Williams/Planning Director gave the staff report noting that this is the routine second step for an ordinance. No public input.

**RESULT:              ADOPTED [UNANIMOUS]**

**MOVER:**              Rosemarie Smallcombe, District I Supervisor

**SECONDER:**        Tom Sweeney, District II Supervisors

**AYES:**                Smallcombe, Sweeney, Long, Forsythe, Menetrey

**2. Fire      RES-2021-136**

**Approve Volunteer Position Descriptions for Volunteer Firefighter, Medical Responder, and Support Member**

Steve Ward/Mariposa County Fire - CAL FIRE gave the staff report. No public input. Board discussion ensued.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Miles Menetrey, District V Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**3. Public Works RES-2021-152**

**Accept Fee Title Ownership of the Roadway Right-Of-Way Within the Borders of the Yosemite West Unit 1 Subdivision with No Change to the Existing Road Maintenance Funding Responsibilities And/Or Funding Processes**

**RESULT: WITHDRAWN AND RESCHEDULED Next: 3/23/2021 9:00 AM**

**4. Administration (ID # 11517)**

**Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011)**

Dallin Kimble gave the staff report. No public input. Board discussion ensued regarding the process needed to lift the deed restriction.

**DIRECTION:**

***The CAO is directed to pursue selling the property, including pursuing removing the deed restriction, but first ascertaining the value of the two parcels together and separate as well as with the deed restriction in place and without.***

**RESULT: DIRECTION GIVEN**

**5. Administration RES-2021-137**

**Approve a Letter to COVID-19 Task Force Representative Kerry West**

Dallin Kimble gave the staff report noting that a Board action is required for all five board members to sign it. No public input.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

***Recess***

**9:58 AM** Chair Long recessed the Board for a brief break and reconvened at 10:04 AM.

**6. Board of Supervisors (ID # 11530)****Discussion and Possible Direction Regarding Increasing Non-Compliance with Existing County Codes (Supervisor Sweeney)**

Supervisor Sweeney introduced this item by noting that this is not an intent to offer up any change to the County's codes but, rather, to address the many calls that he gets regarding issues. He noted that there are six hundred cases on the books, with many dating back over ten years and that they encompass building without permits, a lot of illegal marijuana cultivations, excessive junk, structures without occupancy certificates, etc. He noted that last year there was a call for an advisory council and there is a strong desire for that. Supervisor Sweeney also noted that he thinks that if we continue to do nothing, we will see more illegal grows which, in turn, are causing people to sell property.

Public comment opened.

Steve Dunckel/Greeley Hill rancher discussed a grow above his ranch that the County removes but which returns regularly. Mr. Dunckel noted that the offending property has no facilities so they poop on the property and in the stream that feeds the pond for his registered angus cattle which are all natural. He also noted that these green houses have been red tagged but nothing ever happens.

Ken Melton suggested considering each type of issue separately because the cures will be different. He also suggested that it should start with a public forum, then determining and addressing the necessary county codes, and suggested that they should begin with the building department. Mr. Melton noted that he has two of them, with one being 20 years old; inquired as to what are the County's responsibility to implement and what are private; and noted that some things, like the previous speaker's problem, should be addressed by some regulation already in existence.

Brenda Sweeney/Greeley Hill resident discussed the changes to Greeley Hill over the course of 18 years, as wrecking yards, RVs, and vehicles have accumulated. She also discussed: the success of the Love Greeley Hill group's clean-up efforts; suggested that every district probably has similar individuals who are willing to help; and noted that while that is the carrot, a stick is still needed to return the County to its pristine nature.

Public comment closed.

In response to Supervisor Smallcombe's inquiry, Sarah Williams/Planning Director discussed current processes, advised that they were interested in a process that would help staff gain compliance without significant involvement of County Counsel's Office, and noted the need for this Board's direction relative to the proposed citizen's advisory group. Ms. Williams also advised that she will prepare a Board item regarding the citizen's advisory group, but that it will be a couple of Board meetings out. Board discussion ensued regarding the illegal marijuana grows. Supervisor Menetrey noted receiving an email from a constituent expressing her disappointment that this discussion was occurring. He responded that there are two new supervisors on this Board who wanted to have this discussion; that he pushes back on any allegation of trickery; and noted that every supervisor here has said they want to move forward with citizen input.

**DIRECTION:**

***County Counsel is to coordinate with other departments and entities to start moving aggressively on the illegal marijuana grows utilizing the current codes. The Planning Director is to return with a proposal regarding the formation of a citizen's advisory group to address code compliance.***

**RESULT: DIRECTION GIVEN****H. Items removed from Consent Agenda****CA8. Board of Supervisors**

Approve the Minutes of Tuesday, March 02, 2021

**I. Board Information**

Information received.

**J. Recess**

**11:17 AM** Chair Long recessed the meeting for lunch.

**K. 2:01 PM Reconvened**

Chair Long reconvened the meeting, and Supervisor Menetrey offered a correction to his Board report regarding Marvelous Marvin Hagler's cause of death.

**1. Board of Supervisors (ID # 11507)****Receive an Update from the Yosemite Mariposa County Tourism Bureau (YMCTB) Executive Director on Year-To-Date Expenditures of County Provided Funds; to Include a Presentation of Sponsorship Donations to Mariposa County Recipients (Board Chair)**

Jonathan Farrington/Yosemite - Mariposa County Tourism Bureau Executive Director gave the report, noting that the funds being granted are from the County allocation.

Public comment opened.

Bill Lowe/Mariposa Butterfly Festival, Inc. discussed his dedication to making the festival happen this July 4th with the parade in downtown.

John McCamman/Mariposa Rotary Club discussed the effects that the pandemic has had on Rotary fundraisers.

Mary Ann Huff/Northern Mariposa County History Center and Coyote Fest expressed thanks for the money.

Brian Bullis/Mariposa Fairgrounds extended thanks to the Tourism Bureau, and noted that they are planning the fair against the hope that it can be held.

Bill King/Mariposa Trails Executive Director extended thanks to the Tourism Bureau and the Board.

Ron Iudice/Mariposa Community Radio extended thanks to the County for supporting the Tourism Bureau.

Public comment closed.

**RESULT: PRESENTATION MADE**

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## **L. Adjournment**

**2:25 PM** Chair Long adjourned the meeting in memory of Kinzetta Jean Trimble.

Respectfully submitted,

René LaRoche  
Clerk of the Board

Marshall Long  
Chair, Board of Supervisors



# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.1

## **RESOLUTION - ACTION REQUESTED 2021-126**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and 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:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

## **RESOLUTION - ACTION REQUESTED 2021-127**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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### **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:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

## **RESOLUTION - ACTION REQUESTED 2021-128**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

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### **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:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.4

## **RESOLUTION - ACTION REQUESTED 2021-129**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Continue the Local Emergency Due to Mono Wind Event

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### **RECOMMENDATION AND JUSTIFICATION:**

Resolution Continuing the Local Emergency Due to the 2021 Mono Wind Event.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

January 22nd, 2021: The Board ratified the January 19th, 2021 Local Emergency Proclamation Due to the Mono Wind Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

### **FINANCIAL IMPACT:**

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.5

## **RESOLUTION - ACTION REQUESTED 2021-130**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieze, Sheriff

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

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### **RECOMMENDATION AND JUSTIFICATION:**

Resolution Continuing the Local Emergency Due to the 2021 Meteorological "Atmospheric River" Event.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

February 9th, 2021: The Board ratified the February 3rd, 2021 Local Emergency Proclamation Due to the Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

### **FINANCIAL IMPACT:**

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

Administration/Human Resources • 966-3222



D.6

## **RESOLUTION - ACTION REQUESTED 2021-131**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the DOT Drug and Alcohol Testing Policy

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve amendments to the Drug and Alcohol Testing Policy for safety-sensitive positions effective immediately as required by the Department of Transportation (DOT).

Safety-sensitive positions are those that perform certain duties under the DOT's Federal Transit Administration (FTA) and/or the Federal Motor Carriers Safety Administration (FMCSA) regulations. A comprehensive audit of the County's program was recently completed. The audit determined that the policy needed revisions and updates to bring it into full compliance with all DOT regulations for both FTA and FMCSA. Requested revisions are attached for review and consideration.

The County was required to establish its initial DOT Policy in 1996 because of the implementation of the Omnibus Transportation Employee Testing Act of 1991. The Act was adopted to require drug and alcohol testing of operators of commercial motor vehicles. In 1997, the County's DOT Policy was amended to add safety-sensitive positions that were affected by funding received by the FTA. The Policy was again updated in 2006 to incorporate changes as a result of an audit of the County's policy to ensure compliance with federal regulations. In 2016 and 2018, the Policy was again amended to reflect updated drug and alcohol FTA regulations.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board of Supervisors approved the initial DOT Policy on June 18, 1996 by Resolution No. 96-280. Subsequent revisions were made to the County's policy on September 9, 1997 (Res. No. 97-366), May 9, 2006 (Res. No. 06-169), June 14, 2016 (Res. No. 16-275), and August 14, 2018 (Res. No. 18-397).

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

A negative action would result in non-compliance with the DOT regulations governing safety-sensitive positions, which could place the County's receipt of federal funding at risk.

### **FINANCIAL IMPACT:**

N/A.

### **ATTACHMENTS:**

**DOT Drug and Alcohol Testing Policy-Revised Draft 3-16-21 (PDF)**

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**MARIPOSA COUNTY**  
**DRUG AND ALCOHOL TESTING POLICY**  
**FOR SAFETY-SENSITIVE POSITIONS**



**MARIPOSA COUNTY**  
**DRUG AND ALCOHOL TESTING POLICY**  
**For Safety-Sensitive Positions**  
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# MARIPOSA COUNTY

## DRUG AND ALCOHOL TESTING POLICY

### FOR SAFETY-SENSITIVE POSITIONS

#### A. STATEMENT OF PURPOSE AND POLICY OBJECTIVES

The Mariposa County Board of Supervisors is committed to preventing all substance abuse and its effects in the workplace and to maintaining an alcohol and drug-free environment. Mariposa County recognizes that its employees and contractors have a responsibility to the public to deliver service in a safe and conscientious manner, and that in order to achieve optimum safe and efficient job performance, its employees must be free from the effects of alcohol and other job-impairing substances.

It is Mariposa County's policy that its employees, contractors, and volunteers shall not be under the influence or in the possession of alcohol or any unauthorized controlled substance while on County property, at identified work locations, or while on duty or assigned on-call duty, shall not utilize, sell or provide drugs or alcohol to any other employee or to any person while employee is on duty, or shall not have their ability to work impaired as a result of the use of alcohol or drugs. This policy does not apply to authorized possession of a controlled substance or alcohol which occurs within the scope and duties of law enforcement employee duties.

Mariposa County provides public transit and paratransit services for the residents of Mariposa County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Mariposa County declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S.

Department of Transportation has published 49 CFR Part 655 and 49 CFR Part 382 for Federal Motor Carrier Safety Administration (FMCSA), as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

Any provisions set forth in this policy that are included under the sole authority of Mariposa County and are not provided under the authority of the ~~above-named~~ above-named Federal regulations are underlined. Tests conducted under the sole authority of Mariposa County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

## B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full or part-time) when performing safety sensitive duties either under the Federal Transit Administration (FTA) or the Federal Motor Carriers Safety Administration (FMCSA) Regulations. Under the FTA, a safety-sensitive function is the operation of public transit vehicle including the operation of a revenue service vehicle (whether or not the vehicle is in the revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or person controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Driver's License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. Supervisors are only safety-sensitive if they perform one of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense. Under the FMCSA, a safety-sensitive function is the operation of a vehicle with a gross weight rating of 26,001 or more pounds; or has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or is used to transport 16 or more passengers, including the driver; or is of any size and is used for the transportation of hazardous materials.

A list of safety-sensitive positions that perform one or more of the ~~above mentioned~~ above-mentioned duties is provided in Attachment A.

## C. DEFINITIONS

*Adulterated Specimen:* –A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* ~~I means~~ the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food preparation or medication.

*Alcohol Concentration* is expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

*Canceled Test:* ~~Ais a~~ drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is canceled. A canceled test is neither positive nor negative.

*Clearinghouse:* The FMCSA database that 49 CFR Part 382 requires employers and service agents to report information to, and to query, regarding CDL drivers who are subject to the DOT controlled substance and alcohol testing regulations.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee:* ~~A means an~~ employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*Drug and Alcohol Program Manager (DAPM):* ~~An employee is~~ responsible for administering the program, is responsible for record keeping, preparation of the annual Management Information System (MIS) report, administering and scheduling the random testing process, and serving as the Designated Employer Representative (DER), or liaison with drug and alcohol testing service agents.

*DOT, The Department, (DOT Agency):* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute Specimen:* A specimen with creatinine and specific gravity values that is lower than expected for human urine.

*Evidentiary Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*FMCSA Accident:* ~~A means an~~ occurrence involving a commercial motor vehicle operating on a public road in commerce and -

- a. A loss of human life; or
- b. bodily injury and immediately receives medical treatment away from the scene of the accident AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident; or
- c. One or more motor vehicles incur disabling damage as the result of the occurrence AND a citation was issued- within 8 hours of the occurrence under State or local law for a moving violation arising from the accident.

*FTA Accident:* ~~A means a~~ occurrence associated with the operation of a vehicle even when not in revenue service, if as a result—

- (1) An individual dies;
- (2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,

(3) One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

~~(3)~~ FMCSA Safety-Sensitive Functions: All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include (a) all time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; (b) all time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; (c) all time spent at the driving controls of a commercial motor vehicle in operation; (d) all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76 of this subchapter); (e) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (f) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

FTA Safety-Sensitive Functions: ~~includes~~ (a) the operation of a transit revenue service vehicle even when the vehicle is not in revenue service; (b) the operation of a vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL); (c) maintaining a revenue service vehicle or equipment used in revenue service; (d) controlling the movement of a revenue service vehicle and (e) carrying a firearm for security purposes. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the ~~above mentioned~~above-mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

*Initial Drug Test (Screening Drug Test):* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* -The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

*Invalid Result:* -The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* -Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.*

*Medical Review Officer (MRO):* ~~A means a~~ licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

~~*Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine or specific gravity values that are lower than expected for human urine.*~~ *Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.*

*Negative Test Result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative Test Result:* ~~A is a~~ test result reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* ~~A means a~~ covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive Test Result:* ~~F~~for a drug test is the result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations. ~~means a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended.~~ A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

*Prohibited Drug:* ~~means~~ Mmarijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended. ~~(See Attachment C)~~

*Reconfirmed:* -The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* -The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* ~~A include~~ all transit vehicles that are used for passenger transportation service.

*Split Specimen Collection:* -A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* ~~means a~~ A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap> with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* ~~A is a~~ specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test ~~should~~<sup>if</sup> the employee:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
  - Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
  - Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
  - Fail or decline to take a second test as directed by the collector or the employer for drug testing.
  - Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
  - Fail to cooperate with any part of the testing process.
  - Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
  - Possess or wear a prosthetic or other device used to tamper with the collection process.
  - Admit to the adulteration or substitution of a specimen to the collector or MRO.
  - Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
  - Fail to remain readily available following an accident.
  - As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 
- ~~Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.~~
  - ~~Fails to remain at the testing site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.~~
  - ~~Fails to provide a urine or breath specimen for any drug or alcohol test required by part 40 or DOT agency regulations; an employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.~~
  - ~~In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.~~

- ~~Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.~~
- ~~Fails or declines to take a second test the employer or collector has directed you to take.~~
- ~~Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER~~
- ~~Fails to cooperate with any part of the testing.~~
- ~~If the MRO reports that there is a verified adulterated or substituted test result.~~
- ~~Failure or refusal to sign Step 2 of the alcohol testing form.~~
- ~~Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.~~
- ~~Possess or wear a prosthetic or other device that could be used to interfere with the collection process.~~
- ~~Admit to the collector or MRO that you adulterated or substituted the specimen.~~
- ~~Fail to remain readily available following an accident.~~

*Verified Negative Test:* ~~A means a~~ drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified Positive Test:* ~~A means a~~ drug test result reviewed by a medical review officer and determined to have evidence of a prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity Testing:* ~~I is the~~ evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

## D. EDUCATION AND TRAINING

For FMCSA Agencies: The County will provide educational materials that explain the requirements of Part 382 as well as this policy. The County will ensure that a copy of these materials is distributed to each driver prior to the start of alcohol and controlled substances testing and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

The materials to be made available to drivers shall include what is provided in this policy document in addition to a detailed discussion the following:

- a. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management; and
- b. The requirement that the following personal information collected and maintained under this Part 382 and this policy shall be reported to the FMCSA Clearinghouse:

1. A verified positive, adulterated, or substituted drug test result;
2. An alcohol confirmation test with a concentration of 0.04 or higher;
3. A refusal to submit to any test required by subpart C of this part;
4. An employer's report of actual knowledge, as defined at §382.107;
5. On duty alcohol use pursuant to §382.205;
6. Pre-duty alcohol use pursuant to §382.207;
7. Alcohol use following an accident pursuant to §382.209; and
8. Controlled substance use, pursuant to §382.213;
9. A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
10. A negative return-to-duty test; and
11. An employer's report of completion of follow-up testing.

Every FTA-covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or County officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

## E. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

- (1) **Illegally Used Controlled Substance or Drugs:** Under the Drug-Free Workplace Act of 1988 and any drug or any substance identified in Schedule I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Enforcement Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of

hemp related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- (2) **Legal Drugs:** The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to their supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. This information will be maintained in strict confidence.
- (3) **Alcohol:** The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited. The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee just before, during, or just after the performance of safety-sensitive job functions. Under County authority, a NON-DOT alcohol test can be performed any time a covered employee is on duty.

## F. PROHIBITED CONDUCT

- (1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- (2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- (3) The County shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- (4) Each covered employee is prohibited from reporting to work or remaining duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive

employee has a breath alcohol concentration of 0.02-0.039, USDOT regulations require the employee to be removed from the performance of safety-sensitive duties until:

- i. The employee's alcohol concentration measures less than 0.02; or
  - ii. FOR FTA COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
  - iii. FOR FMCSA COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following administration of the test.
- (5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
  - (6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
  - (7) The County, under its own authority also prohibits the consumption of alcohol all time's employee is on duty, or anytime the employee is in uniform.
  - (8) Consistent with the Drug-Free Workplace Act of 1988, all covered employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including Transit Department premises and transit vehicles.

## G. DRUG STATUTE CONVICTION

Consistent with the Drug-Free Workplace Act of 1998, all employees are required to notify the *Department* management of any criminal drug statute conviction for a violation occurring in the work place within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in section Q of this policy.

## H. TESTING REQUIREMENTS

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.

All covered employees who have tested positive for drugs or alcohol will be tested prior to returning to duty after completion of a USDOT qualified Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following return-to-duty for a period of one to five years, with at least six tests performed during the first year. The duration and frequency of the follow-up testing above the minimum requirements will be at the discretion of the Substance Abuse Professional.

A drug test can be performed any time a covered employee is on duty. A reasonable suspicion ~~,-or random,~~ or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under County authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Mariposa County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in section Q of this policy.

## I. DRUG TESTING PROCEDURES

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended. ~~An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.~~

The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for the confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory test result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the County ~~Drug and Alcohol Program Manager (DAPM)~~. If a legitimate explanation is found, the MRO will report the result as negative ~~to the DAPM~~. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be

consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documental facts that were beyond the control of the employee. The County will ensure that the cost for the split specimen are analysis is covered in order for a timely analysis of the sample, sample; however, the County may seek reimbursement for the split sample test from the employee if the re-test comes back positive.

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

#### Observed collections:

Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

- (1) The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the DAPM that there was not an adequate medical explanation for the result;
- (2) The MRO reports to the DAPM that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- (3) The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1));
- (4) The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- (5) The temperature on the original specimen was out of range;
- (6) Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- (7) All follow-up-tests; or
- (8) All return-to-duty tests.

## J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on

ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

An employee who has confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

Mariposa County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA/FMCSA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.  
~~The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FTA required testing.~~

## K. PRE-EMPLOYMENT TESTING

All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

- (1) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant shall not be placed into a safety-sensitive position unless the applicant takes a drug test with verified negative results.
- (2) ~~An non-covered~~ employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results.
- (3) If an applicant fails a pre-employment test, the conditional offer of employment shall be rescinded and the applicant will be referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as

described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

- (4) When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- (5) If a pre-employment/pre-transfer test is canceled, the DAPM will require the applicant to take and pass another pre-employment drug test.
- (6) ~~In instances where aan FTA-~~covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.  
In instances when a FMCSA-~~covered~~ employee does not perform a safety-sensitive function for a period of 30 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a USDOT pre-employment drug test under 49 CFR Part 382 and have negative test results prior to the conduct of safety-sensitive job functions.
- (7) An applicant with a dilute negative test result will be required to retest. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- (8) Applicants are required (even if ultimately not hired) to provide Mariposa County with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Mariposa County is required to ask all applicants to safety-sensitive positions (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT-covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT-covered employer, the applicant must provide the DAPM proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

## L. REASONABLE SUSPICION TESTING

All County covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under the County's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

The DAPM shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the management, and shall be attached to the forms reporting the test results. (See Attachment DE)

When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the misuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to for an assessment. The Department Head shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the County. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

## M. POST ACCIDENT TESTING

All covered employees will be required to undergo urine and breath testing if they are involved in an accident as defined in Section C of this policy.

*FTA Fatal Accident* - All FTA covered employees involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service at the time of the accident that results in a fatality will be tested, including all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident as determined by the employer using the best information available at the time of the decision.

*FMCSA Fatal Accident* - All FMCSA covered drivers who were performing safety-sensitive functions with respect to the vehicle involved in an accident with a commercial motor vehicle operating on a public road in commerce that results in a fatality will be tested.

*FTA Non-Fatal Accident* - A FTA post-accident test of the operator will be conducted if an accident occurs and at least one of the following conditions is met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

~~a. The accident results in injuries requiring immediate transportation to a medical treatment facility away from the scene; and the covered employee may have contributed to the accident;~~

~~b. One or more vehicles incur disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident.~~

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

*FMCSA Non-Fatal Accident* - As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee(s) operating of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that the County is unable to perform an FTA/FMCSA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), The County may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## N. RANDOM TESTING

- (1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- (2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- (3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall not be less than the percentage rates set each year by the FTA/FMCSA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- (4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- (5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random testing pool of employees that are included under FMCSA authority.
- (6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety-sensitive duty. However, under the County's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- (7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

## O. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by a Substance Abuse Professional before returning to work. ~~For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed.~~ Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the Return-to-Duty test only when the employee has successfully completed the treatment requirement and is known to be drug-and-alcohol-free and there are

no undo concerns for public safety. The SAP will determine whether the employee will require a return-to-duty drug test, alcohol test, or both.

## P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations, will be conducted under County authority, and will be performed using non-DOT testing forms.

## Q. RESULT OF DRUG/ALCOHOL TEST

Any covered employee that has a verified positive drug or alcohol test with BAC 0/04 or above, or refusal to test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available and referred to a list of USDOT qualified Substance Abuse Professionals (SAPs) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.

Other than pre-employment testing, a drug test with the result of negative dilute will not be retested.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein:

- (1) As soon as practicable after receiving notice of a verified positive drug test result, a confirmed positive alcohol test result, or a test refusal, the County Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.
- (2) The employee shall be referred to a Substance Abuse Professional for an assessment. The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.
- (3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and may result in termination and referral to a list of USDOT-qualified SAPs. A test refusal includes the following circumstances.
  - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
  - b. Fails to remain at the testing site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test;
  - c. Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations; An employee who does not provide a urine or breath specimen because

- he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test;
- d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
  - e. Fails to provide a sufficient amount of urine or breath ~~when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure without a valid medical explanation;~~
  - f. ~~Fails or declines to take a second test as directed by the collector or the employer for drug testing~~ ~~Fails or declines to take a second test the employer or collector has directed you to take;~~
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER;
  - h. Fails to cooperate with any part of the testing process;
  - i. If the MRO reports that there is verified adulterated or substituted test result;
  - j. Failure or refusal to sign Step 2 of the alcohol testing form;
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen;
  - n. Fail to remain readily available following an accident.
- (4) For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test (> 0.04 BAC), disciplinary action against the employee shall include:
- (a) Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement (See Attachment ~~CD~~);
  - (b) Failure to execute, or remain compliant with the Return-to-Work Agreement shall result in termination from employment.
    - i. Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in section P of this policy;
  - (c) Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
  - (d) A periodic unannounced follow-up drug/alcohol test which results in a verified positive shall result in termination from employment.
- (5) An initial verified positive or test refusal, post-accident or reasonable suspicion drug and/or alcohol (>0.04) test shall result in termination.
- (5)(6) The second instance of a verified positive drug or alcohol (> 0.04 BAC) test result, or test refusal, on any type of test for an employee who has returned to work following an initial positive random test shall result in termination from employment.

- ~~(6)(1) An initial verified positive or test refusal, post-accident or reasonable suspicion drug and/or alcohol (>0.04) test shall result in termination.~~
- (7) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for 8 hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a non-DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $>0.02$  to  $<0.039$  two or more times within a ~~six months~~six-month period, the employee will be removed from duty and referred to for assessment and treatment consistent with Section Q of this policy.
- (8) The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until that the employee has successfully completed the required treatment program and has been released to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.
- (9) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- (a) Mandatory referral to an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement;
  - (b) Failure to execute, or remain compliant with the Return-to-Work Agreement shall result in termination from employment. Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy;
  - (c) Refusal to submit to periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the self-referral or management-referral return to work agreement will be conducted under County authority and will be performed using non-DOT testing forms.**
  - (d) A self-referral or a management referral to the employer approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - (e) Periodic unannounced follow-up drug/alcohol tests conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test in relation to the progressive discipline defined in Section Q of this policy.
  - (f) A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Mariposa County.
  - (g) A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- (10) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## S. PROPER APPLICATION OF THE POLICY

Mariposa County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisor/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regards to subordinates, shall be subject to disciplinary action, up to and including termination.

## T. INFORMATION DISCLOSURE

Drug/alcohol testing records shall be maintained by the County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

- (1) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP ~~referrals and~~ follow-up testing plans.
- (2) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor and Personnel Manager on a ~~need-to-know~~need-to-know basis.
- (3) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- (4) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding. The information will only be released with binding stipulation from the decision maker who will make it available only to parties in the proceeding.
- (5) Records will be released to the National Transportation Safety Board during an accident investigation.
- (6) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- (7) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- (8) Records will be released if requested by a Federal, State or local safety agency with regulatory authority over Mariposa County or the employee.
- (9) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.
- (10) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

## U. SYSTEM CONTACTS

Employees or any other interested party should direct questions concerning employee rights and obligations under this policy or any other aspect of Mariposa County's drug-free and alcohol-free workplace commitment to one of the following County representatives.

Mariposa County Drug and Alcohol Program Manager (DAPM)

Designated Employer Representative (DER)

Sandra Laird

Senior Administrative Analyst Deputy Director of Administrative Services-HHSA

P.O. Box ~~1917~~ 99

Mariposa, CA 95338

Telephone: 209-742-~~1379~~ 0923

FAX: 209-~~742-1378~~ 966-8251

Designated Employer Representative (DER)

Human Resources Director/Risk Manager County Administrative Officer, Assistant County Administrative Officer, County Counsel/Risk Manager

Mariposa County

P.O. Box 1917

Mariposa, CA. 95338

Telephone: 209-742-1379

FAX: 209-742-1378

Medical Review Officer

IMRO Express

Philip A. Lopez, M.D. (or other contracted Medical Review Officer)

Medical Review Officer

3501 SW 18th Ave.

Miramar, FL 33029

Telephone: 954-592-8912

Third Party Administrator

Drugtech Toxicology Service, Jill Craig-Owner

P.O. Box 156

Ahwahnee, CA. 93601

Telephone: 209-966-6454 or 1-800-362-0614

FAX: 209-966-6453

Creation Date: 6/18/1996 (B/S Res No 96-280)

Revised: 9/9/1997 (B/S Res No 97-366); 5/9/2006 (B/S Res No 06-169); 6/14/2016 (B/S Res No 16-275)

8/14/2018 (B/S Res No 18-397); 3/ /2021 (B/S Res. No. 21- )

## Attachment A Administration Covered Classifications Subject to Drug and Alcohol Testing

### Title

~~Community Services Director~~\*\*

Fleet Manager\*\*\*

~~Road Superintendent~~ Public Works Superintendent\*

Program Assistant/Dispatcher\*\*

## Safety-Sensitive – Job Classifications Subject to Drug and Alcohol Testing

### Title

Equipment Mechanic/Heavy Equipment Mechanic \*\*\*

Equipment Mechanic Supervisor\*\*\*

Equipment Operator – Solid Waste\*

Maintenance and Construction Supervisor – Roads\*

Maintenance Worker I-Roads\*

Maintenance Worker II—Roads\*

Maintenance Worker III—Roads\*

Maintenance Worker I – Solid Waste\_\*

Maintenance Worker II – Solid Waste\_\*

Maintenance Worker III – Solid Waste\_\*

Medical Transportation Drivers\*\*

Solid Waste and Recycling Manager\*

Transit System Bus Driver\*\*

### **Notes:**

- (1) Only those employees classified in any of the above positions who are deemed to have safety-sensitive functions assigned to them will be subject to testing. Some individual employees not assigned to safety-sensitive functions may not be affected.
- (2) This Attachment may be amended by the County from time-to-time as required.

\* Covered pursuant to Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) Regulations.

\*\* Covered pursuant to Department of Transportation (DOT), Federal Transit Authority (FTA) Regulations.

\*\*\* Covered pursuant to both FTA and FMCSA Regulations.

## Attachment B Alcohol Fact Sheet

**Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.**

### Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

### Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6-ounce glass] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related)

### Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.

- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

#### The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

#### Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

## Attachment C Return-to-Work Agreement

This AGREEMENT is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and

\_\_\_\_\_, hereinafter referred to as "EMPLOYEE", in consideration of County's agreement to continue employment subsequent to the post-rehabilitation of Employee subject to Employee's agreement to the following:

- (1) To abstain from the manufacture, distribution, possession or use of illegal drugs at any time.
- (2) Not to report to work under the influence of illegal drugs or alcohol and not to possess or consume illegal drugs or alcohol while at work or working.
- (3) To devote my best efforts to an earnest and sincere effort at rehabilitation and to follow my counselor's and therapist's directions and recommendations.
- (4) To authorize persons involved in counseling, diagnosing, and treating me to disclose to my employer my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with the performance of my job duties.
- (5) To cooperate in a test of my breath, blood, or urine for evidence of alcohol/drug use on completion of rehabilitation.
- (6) To cooperate in a minimum of six (6) unannounced follow-up tests of my breath, blood or urine for evidence of alcohol/drug use for a period of at least twelve (12) months following reinstatement to my job and, for additional testing as determined by a substance abuse professional for an additional 48 months of safety-sensitive duty following this first 12-month period.

I understand and agree that I am responsible for payment of all costs associated with my re-entry rehabilitation program and any required associated follow-up drug and alcohol testing. I understand and agree that I will be terminated from my employment with Mariposa County if I violate or revoke any part of this Agreement and also understand that after this Return-to-Work Agreement lapses and I test positive from any further drug/alcohol test, I will be terminated.

Further, I understand that this Agreement is not a guarantee of employment and that I may be terminated for lack of work, attendance or performance problems, future violations or other reasons, notwithstanding my compliance with this Agreement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed name of Department Head)

\_\_\_\_\_  
Date

# ATTACHMENT D OBSERVED BEHAVIOR REASONABLE SUSPICION RECORD

Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_

Area of Observations: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Date of Observations: \_\_\_\_\_ Time of Observations: \_\_\_\_\_ (am/pm)

Only a County manager or Supervisor trained by CFR 49, Sec. 382.603 may complete this form regarding any employee whose behavior indicates the possible use/misuse of alcohol and/or a controlled substance.

## RECORD OF OBSERVATIONS

Reasonable suspicion determined for: \_\_\_\_\_ Alcohol \_\_\_\_\_ Controlled Substances

1. **APPEARANCE:** Eyes \_\_\_\_\_ Clothing \_\_\_\_\_ Face \_\_\_\_\_ Hair \_\_\_\_\_ Cleanliness \_\_\_\_\_ Alertness \_\_\_\_\_

Describe remarks listed above: \_\_\_\_\_

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

2. **BEHAVIOR:** Normal \_\_\_\_\_ Irritable \_\_\_\_\_ Mood Swings \_\_\_\_\_ Confused \_\_\_\_\_ Lethargic \_\_\_\_\_ Excited \_\_\_\_\_  
Depressed \_\_\_\_\_ Excessive Gaiety \_\_\_\_\_ Confrontational \_\_\_\_\_ Staggers \_\_\_\_\_ Sways/Leans \_\_\_\_\_

Describe behavior: \_\_\_\_\_

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

3. **SPEECH:** Normal \_\_\_\_\_ Slow \_\_\_\_\_ Deliberate \_\_\_\_\_ Confused \_\_\_\_\_ Exaggerated \_\_\_\_\_ Loud \_\_\_\_\_ Soft \_\_\_\_\_

Describe Speech: \_\_\_\_\_

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

4. **ODORS:** Normal \_\_\_\_\_ Body \_\_\_\_\_ Clothing \_\_\_\_\_ Breath \_\_\_\_\_ Masked \_\_\_\_\_

Describe Odors: \_\_\_\_\_

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

5. **OTHER INDICATORS** of controlled substances and/or alcohol abuse. Specify and describe: \_\_\_\_\_

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

**OBSERVED BY:**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

(Second observer optional)



# MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



D.7

## **RESOLUTION - ACTION REQUESTED 2021-132**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Ratification of MLJT Letter of Support

---

### **RECOMMENDATION AND JUSTIFICATION:**

Ratify a letter of support for a Mother Lode Workforce Development Board (MLWDB) grant application to fund the "Pathway Home Partnership" to provide re-entry services to incarcerated individuals.

If the grant is received, the "Pathway Home Partnership" would allow for the development of a collaboration between the County and the MLWDB to provide critical services to this underserved population. It should also be noted that the Mariposa County Sheriff has expressed his support of this grant application, program, and potential collaboration.

Given its alignment with the legislative platform and a short turnaround time for its return, this letter of support has already been sent to MLWDB for inclusion with their grant application. Consequently, ratification of the letter is now being requested.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board routinely approves or ratifies 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 not approve, in which case staff would notify recipients of a retraction.

### **ATTACHMENTS:**

**Letter of Support - MLWDB, 10Mar2021 (PDF)**

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

# Mariposa County Board of Supervisors

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



DALLIN KIMBLE  
 County Administrative Officer

RENÉ LAROCHE  
 Clerk of the Board

P. O. Box 784  
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 (209) 966-3222  
 (800) 736-1252  
 Fax (209) 966-5147  
[www.mariposacounty.org/board](http://www.mariposacounty.org/board)

March 10, 2021

Mr. David Thoeny  
 Executive Director  
 Mother Lode Workforce Development Board  
 197 Mono Way, Suite B  
 Sonora, CA 95370

Re: U.S. Department of Labor, Employment and Training Administration Pathway Home 2 Funding Opportunity  
 Number: FOA-ETA-21-02

Dear Mr. Thoeny:

The Mariposa County Board of Supervisors is pleased to support the application of the Mother Lode Workforce Development Board (MLWDB) under the above referenced funding opportunity for the *Pathway Home Partnership* project.

The *Pathway Home Partnership* will establish a collaboration between Mother Lode Workforce Development Board and Mariposa County to provide reentry services to incarcerated individuals, which will begin prior to their release and continuing post-release. These services are expected to eliminate the time gap between release from incarceration and enrollment into a reentry program leading to employment.

Mariposa County has a long history of working in collaboration with education, workforce development, and community partners to assist individuals in successfully transitioning from incarceration back into society. Additionally, our 2021 Legislative Platform specifically supports legislation that will enhance local collaboration toward the goals of poverty and homeless reduction and capacity building for individuals, families, and communities. For these reasons, Mariposa County is in support of this application and this program, and is committed to entering into a Memorandum of Understanding to formalize a partnership between the County and MLWDB to enable the pre-release and post-release delivery of services through the *Pathway Home Partnership*.

We look forward to working in collaboration with the MLWDB to improve the employment outcomes and income mobility of individuals reentering the community.

Sincerely,

Marshall Long, Board Chair  
 Mariposa County Board of Supervisors

Attachment: Letter of Support - MLWDB, 10Mar2021 (RES-2021-132 : Ratification of MLJT Letter of Support)



# MARIPOSA COUNTY

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



D.9

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

---

## **RECOMMENDATION AND JUSTIFICATION:**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in February of 2021.

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

## **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board last received a synopsis of CAO Executed Agreements in February of 2021 for Agreements received in January 2021.

## **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board will be unaware of the contracts that the CAO has authorized.

## **ATTACHMENTS:**

**CAO approved agreements 3-16-21 (PDF)**

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**BOARD REPORT ON CAO EXECUTED CONTRACTS**

Board Agenda Item for March 16th, 2021

| Contractor                                        | Amount      | Term                | Service                              | Department         |
|---------------------------------------------------|-------------|---------------------|--------------------------------------|--------------------|
| DBL Systems Associates                            | \$5,800.00  | 3/14/21 to 3/13/22  | Technical Support                    | Admin - Esignature |
| Oppenheimer Investigations Group LLC              | \$25,000.00 | 2-/1/21 to 12/31/21 | Investigation                        | HR - Esignature    |
| BHC Sierra Vista Hospital                         | \$50,000.00 | 7-1-20 to 6-30-21   | Adult Psychiatric Inpatient Services | HHSA               |
| 35 A District Agricultural Association            | \$50,000.00 | 1-21-21 to 6-30-21  | Building Rental for COVID-19 Efforts | HHSA               |
| PA= Purchasing Agent (CAO)                        |             |                     |                                      |                    |
| APA= Assistant Purchasing Agent (Department Head) |             |                     |                                      |                    |



# MARIPOSA COUNTY

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



D.10

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

---

## **RECOMMENDATION AND JUSTIFICATION:**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February of 2021.

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

## **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board last received a synopsis of Department Head Executed Agreements in February of 2021 for Agreements received in January 2021.

## **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

## **ATTACHMENTS:**

**Department Head approved agreements 3-16-21 (PDF)**

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**BOARD REPORT ON DPARTMENT HEAD EXECUTED CONTRACTS**

Board Agenda Item for February 16, 2021

| Contractor                                        | Amount  | Term               | Service                     | Department     |
|---------------------------------------------------|---------|--------------------|-----------------------------|----------------|
| Community First Aid & CPR                         | \$3,780 | 3-1-21 to 3-15-21  | First Aid/CPR/AED Training  | County Counsel |
| R. Janette Gamble, Literacy Coordinator           | \$550   | 7-1-20 to 12-31-20 | Literacy Education Services | Library        |
|                                                   |         |                    |                             |                |
| PA= Purchasing Agent (CAO)                        |         |                    |                             |                |
| APA= Assistant Purchasing Agent (Department Head) |         |                    |                             |                |



# MARIPOSA COUNTY

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



D.11

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Reappoint Ellie McQuarrie and Debbie Cook to the Behavioral Health Board

---

## RECOMMENDATION AND JUSTIFICATION:

Reappoint Ellie McQuarrie and Debbie Cook to the Behavioral Health Board for Terms Expiring on March 16, 2024.

These membership reappointments come to the Board of Supervisors at the recommendation of the Behavioral Health Board (BHB) per vote during the March 3, 2021 BHB meeting. Under the BHB by-laws, approved by Board of Supervisors Resolution 17-340, the BHB may recommend appointments to the Board of Supervisors. The BHB is recommending reappointments of both members to their board.

According to the Welfare and Institutions Code, the BHB shall consist of not less than five (5) and no more than fifteen (15) members, with representation from various economic, social, and occupational groups, and persons who have received mental health treatment. There are currently eight (8) members appointed to serve on this board. Vacancies for this board have been posted according to the Maddy Act and these appointees fit into one of the open membership categories.

## BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 16, 2017, the Board of Supervisors created the BHB with resolution 17-289. Initial member appointments were made subsequent to that time.

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not reappoint and leave the BHB with vacancies which may prevent it from functioning under its mandates.

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



# MARIPOSA COUNTY

District Attorney • (209) 966-3626



D.12

## **RESOLUTION - ACTION REQUESTED 2021-133**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve the Host Agreement with Karpel Computer Systems, Inc. for E-Discovery

---

### **RECOMMENDATION AND JUSTIFICATION:**

Approve the Host Agreement with Karpel Computer Systems, Inc. DBA: Karpel Solutions to Provide Defender by Karpel to Local Indigent Defense; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County Board of Supervisors approved Resolution number 21-39 on January 26, 2021 for Mariposa County to enter a contract with Karpel Computer Systems (Karpel Solutions) to provide case management software to local indigent defense counsel. The contract was subsequently routed for signatures and completed on February 04, 2021.

It is requested by Karpel Solutions that a Hosting Agreement outlining the terms and scope of service be signed by the same parties before implementation of the case management software can begin. The Hosting Agreement outlines the following: Definitions, Fees and Terms, Service Level Commitment, Customer Obligations, Confidentiality, Ownership of Intellectual Property, Warranty, Limitation of Liability, Indemnification, Termination, and General Provisions.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board approved Resolution number 21-39 on January 26, 2021 to purchase and provide case management software for local indigent defense through Karpel Solutions. When this contract was approved and routed for signature, the Hosting Agreement was omitted. The Hosting Agreement works in conjunction with the contract itemizing more specific details of the services provided and liabilities.

The District Attorney's Office has been in an agreement with Karpel Solutions since 2014 to provide comparable software services.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Should the board choose not to approve the Hosting Agreement, the implementation of Defender by Karpel as outlined in Resolution number 21-39 will not take place. The District Attorney staff and local indigent defense will continue to navigate a system

that is inefficient, outdated, and paper heavy. Staff will be less efficient and effective in preparing discovery and legal documents. Consequently, the operating budget would continue to increase on a yearly basis to pay for the costs of creating maintaining and storing hard files as well as producing copies of all required documents and evidence that could be easily accessible through this case management system.

**FINANCIAL IMPACT:**

**Financial impact covered in Resolution number 21-39. No financial impact to be incurred when approving the Hosting Agreement.**

**ATTACHMENTS:**

**2020-10-20 CA Mariposa County Public Defender HOSTEDbyKarpel Agreement (PDF)**

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

## MARIPOSA COUNTY PUBLIC DEFENDERS MARIPOSA COUNTY, CA

HOSTEDbyKarpel  
AGREEMENT FOR



HOSTEDbyKarpel®

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Initials \_\_\_\_\_

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Mariposa County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as DEFENDERbyKarpel® that has been licensed to Client.

## 1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK or DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel

- i. "DbK" means the DEFENDERbyKarpel public defender case management system and specifically the Client's licensed copy of DEFENDERbyKarpel.
- j. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
- k. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- l. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- m. "Website" means the content and functionality currently located at the domain [www.hostedbykarpel.com](http://www.hostedbykarpel.com) on the internet, or any successor or related domain that provides access to the Software and Service

## 2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of three (3) users of Client are authorized access to the Service under this Agreement and the aggregate document / file storage space for all users included with the hosted fee is two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$1,000 per 1TB, per year with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Client will pay Karpel Solutions a flat one-time fee of \$1,000.00 for the migration of their PbK licensed copy to the Service accessible through the Website

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.

Initials \_\_\_\_\_

Page 4 of 12

- c. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

### 3. SERVICE LEVEL COMMITMENT

- a. UPTIME. Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. SCHEDULED MAINTENANCE. Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. DATA RETENTION AND BACKUPS. As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. AUDITS AND SECURITY. Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. DATA TRANSMISSION. Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. DATA LOCATION. Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

### 4. CUSTOMER OBLIGATIONS

- a. PASSWORD PROTECTION. Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and

Initials \_\_\_\_\_

Page 5 of 12

must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

## 5. CONFIDENTIALITY

**CONFIDENTIALITY.** Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.

- c. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

## 6. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. KARPEL SOLUTIONS OWNERSHIP. Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. CLIENT OWNERSHIP. Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

## 7. WARRANTY

- a. LIMITED WARRANTY. Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. INTERNET. Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. SYSTEM REQUIREMENTS. Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
- d. WARRANT LIMITATION. The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of

the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

- e. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

## 8. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

## 9. INDEMNIFICATION

- a. **CLIENT'S INDEMNIFICATION.** Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including

Initials \_\_\_\_\_

Page 8 of 12

reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

- b. **KARPEL SOLUTIONS' INDEMNIFICATION.** Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

- c. **NOTIFICATION.** The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

## 10. TERMINATION

- a. **TERMINATION.** Client may terminate this Agreement thirty (30) business days after it is has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.
- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

## 11. GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.
- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or

attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
- e. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions  
 9717 Landmark Parkway, Suite 200  
 St. Louis, MO 63127  
 (314) 892-6300  
[mziemianski@karpel.com](mailto:mziemianski@karpel.com)

- f. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is to be construed and governed by the laws of the United States and the State of California, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in California, and Client expressly waives any and all objections regarding jurisdiction and forum non conveniens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

## 12. ENTIRE AGREEMENT

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

### Mariposa County

### Karpel Solutions

Signature

Marshall Long

Signature

Matt Ziemianski

Printed Name

Marshall Long

Printed Name

Matt Ziemianski

Title

Chairman, District 3 Supervisor  
Mariposa County Board of Supervisors

Title

Chief Executive Officer  
Karpel Solutions

Date

Date

Initials \_\_\_\_\_



# MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.13

## **RESOLUTION - ACTION REQUESTED 2021-134**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Solutionz Conferencing, Inc for Information and Technical Services

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Three Year Agreement with Solutionz Conferencing, Inc to provide services that meet requirements of United States Department of Agriculture Rural Utilities Services (**RUS**) for funding of Distance Learning and Telemedicine Grant Program in an amount not to exceed \$920,083; and authorize the Board of Supervisors Chair to sign the agreement.

The Distance Learning and Telemedicine program helps rural communities in acquiring distance learning and telemedical technologies so that county government professionals who service rural residents can link to peers in other communities and leverage respective expertise. This program provides valuable tools in improving the quality of life for thousands of residents in rural communities across the United States.

Through a Request for Proposal process, Solutionz proved to be the best suited contractor and has been awarded the opportunity to partner with County of Mariposa Health and Human Services Agency (**HHSA**) in fulfilling the requirements of the Distance Learning and Telemedicine program. Among numerous functions, Solutionz will provide and install video conference technology equipment, implement information solutions at designated work sites, and deliver required training and consultation on staff and client usage of video conferencing service.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

Board of Supervisors approved funding for the Distance Learning and Telemedicine Grant Program on January 22, 2019 through Resolution No. 2019-42.

Board of Supervisors approved an agreement with Solutionz Conferencing, Inc on November 26, 2019 through Resolution No. 2019-672.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If the Board chooses not to approve, the County of Mariposa will be deemed noncompliant in meeting the terms of the program and will forfeit the opportunity to receive \$920,083 in telemedical technology equipment, ultimately resulting in community members not receiving vital services.

**FINANCIAL IMPACT:**

The costs of this agreement will be funded through a United States Department of Agriculture Rural Utilities Services (RUS) grant totaling \$799,083 plus \$94,303 HHSA match and \$26,697 JCF match (if they choose to continue to participate) for a total of \$920,083. There is no impact to the County General Fund.

**ATTACHMENTS:**

**Solutionz Agreement - January 8 2021** (PDF)

**Attachment B - Budget** (PDF)

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

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

## AGREEMENT FOR INFORMATION AND TECHNICAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Solutionz Conferencing, Inc., (“Contractor”), pursuant to the following terms and conditions.

### W I T N E S S E T H:

#### 1. TERM

The term of this Agreement shall commence on February 1, 2021 and terminate on January 31, 2024 unless extended as provided by this Agreement.

#### 2. SERVICES

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

#### 3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$920,083. The Contractor’s rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

#### 4. INSURANCE

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

##### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

#### B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

## **5. HOLD HARMLESS/INDEMNIFICATION**

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

## **6. INDEPENDENT CONTRACTOR**

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

## **7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

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

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

## 8. STATE AND FEDERAL TAXES

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

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

## 9. ASSIGNMENT

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

## 10. NOTICE

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

### **CONTRACTOR:**

Solutionz Conferencing, Inc.  
901 Bringham Avenue  
Los Angeles, CA 90049

### **COUNTY:**

County of Mariposa  
5362 Lemee Lane  
P.O. Box 99  
Mariposa, CA 95338  
Fax: (209) 742-0996

## 11. COMPLIANCE

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

## **12. PUBLIC RECORDS ACT**

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

## **13. ENTIRE AGREEMENT AND MODIFICATION**

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

## **14. ENFORCEABILITY AND SEVERABILITY**

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

## **15. TERMINATION AND RIGHTS UPON TERMINATION**

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

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

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

## **16. NO WAIVER**

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

## **17. DISPUTES**

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

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

## **18. CAPTIONS**

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

## **19. NUMBER AND GENDER**

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

## **20. MANDATORY AND PERMISSIVE**

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

## **21. SUCCESSORS AND ASSIGNS**

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

## **22. COUNTERPARTS**

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

## **23. OTHER DOCUMENTS**

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

## **24. CONTROLLING LAW**

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

## **25. AUTHORITY**

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

## **26. NEGOTIATED AGREEMENT**

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

## **27. NO RELIANCE ON REPRESENTATIONS**

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

## **28. WARRANTY**

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

## **29. FUNDING AVAILABILITY**

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

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

such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

CONTRACTOR

\_\_\_\_\_  
 , Chair  
 Board of Supervisors

\_\_\_\_\_  
 (Signature)

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Rene LaRoche  
 Clerk of the Board

\_\_\_\_\_  
 Steven W. Dahlem  
 County Counsel

Exhibit A  
STATEMENT OF WORK

**Project Overview**

Mariposa County Health and Human Services Agency (HHSA) has asked Solutionz to provide cart based video conference and telemedicine care base solutions for their offices and community sites in Mariposa County, California. Solutionz is to help with finalizing and executing the preliminary plan which is subject to changes (please see Attachment *Budget* for details).

Note: The full project *Budget* assumes that John C. Fremont (JCF) Healthcare District Board will choose to fully participate and authorize installation at their location. The JCF site equipment installation, and the corresponding section of the *Budget* (\$177,979.60 on lines 108-128), is contingent on the JCF Board authorizing the installation and transferring their 15% cash match (\$26,696.94) to HHSA before that equipment is ordered and installed. If JCF chooses not to proceed with the installation at the JCF site, then that portion of the proposed equipment will not be installed there.

## Exhibit B COST PROPOSAL

The contract is not to exceed \$920,083. The information stated contained in this Exhibit B and within the Attachment *Budget* represents an estimated proposal, as actual prices may be lower and items may be changed for another brand at the time of actual ordering and installation of equipment.

Contractor will submit detailed invoices subject to approval for services and equipment rendered to HHSA.

Note: The full project *Budget* (\$920,083) assumes that John C. Fremont (JCF) will choose to fully participate financially by paying their cash match. The JCF site equipment installation, and that portion of the *Budget* (\$177,979.60 on lines 108-128), is contingent on JCF transferring their 15% cash match (\$26,696.94) to HHSA before that equipment is ordered and installed. If JCF chooses not to pay their cash match in advance, that equipment will not be ordered or installed at the JCF site.

## Budget Worksheet

HYBRID APPLICATION (FIXED AND NON-FIXED APPLICATION)

|             |                                         |                                                                                                                                                            |              |            | Extended Cost              |               |
|-------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|----------------------------|---------------|
| Line Item # | Site Name                               | Description                                                                                                                                                | Unit Cost    | # of Units | Grant and Cash Match funds | In-Kind Match |
| 1           | Non-fixed Application                   |                                                                                                                                                            |              |            | \$ -                       |               |
| 2           | Mariposa County Health & Human Services | Dell Latitude 7400 BTX Dedicated Telemedicine Laptops                                                                                                      | \$ 1,883.00  | 70         | \$ 131,810.00              |               |
| 3           |                                         | Polycom RealPresence Desktop for Windows and Mac OS, 5 users                                                                                               | \$ 364.00    | 4          | \$ 1,456.00                |               |
| 4           |                                         | Polycom RealPresence Desktop for Windows and Mac OS, 50 users.                                                                                             | \$ 3,640.00  | 1          | \$ 3,640.00                |               |
| 5           |                                         | AGNES Interactive Module                                                                                                                                   | \$ 1,400.00  | 70         | \$ 98,000.00               |               |
| 6           |                                         | RP1 Enterprise - 3 years cloud VMR service for 20 users.                                                                                                   | \$ 22,296.00 | 1          | \$ 22,296.00               |               |
| 7           |                                         | weBoost Drive Reach Fleet (470254) Cell Phone Signal Booster for Any Fleet Vehicles                                                                        | \$ 663.00    | 10         | \$ 6,630.00                |               |
| 8           |                                         | ROOF MOUNT CABLE KIT WITH RG58U                                                                                                                            | \$ 23.00     | 10         | \$ 230.00                  |               |
| 9           |                                         | SMA MALE CONNECTOR FOR RG58U                                                                                                                               | \$ 9.00      | 18         | \$ 162.00                  |               |
| 10          |                                         | Installation Labor - FOR BASIC FLEET INSTALLS                                                                                                              | \$ 708.00    | 10         | \$ 7,080.00                |               |
| 11          |                                         | SERVICE CALL TO MARIPOSA COUNTY                                                                                                                            | \$ 667.00    | 1          | \$ 667.00                  |               |
| 12          | Fixed-site Application                  |                                                                                                                                                            |              |            | \$ -                       |               |
| 13          | Mariposa County Health & Human Services | RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera, mic array, univ. remote                                                            | \$ 7,333.00  | 1          | \$ 7,333.00                |               |
| 14          |                                         | Prime Call, Three Year, RealPresence Group 500-720p: Group 500 HD codec, EagleEye IV-12x camera                                                            | \$ 2,852.00  | 1          | \$ 2,852.00                |               |
| 15          |                                         | Polycom RealPresence Touch with silver trim for use with Group Series models.                                                                              | \$ 1,516.00  | 1          | \$ 1,516.00                |               |
| 16          |                                         | Prime Call, Three Year, RealPresence Touch with silver trim                                                                                                | \$ 444.00    | 1          | \$ 444.00                  |               |
| 17          |                                         | 9OUT,15A,RCKMNT POWER                                                                                                                                      | \$ 199.00    | 1          | \$ 199.00                  |               |
| 18          |                                         | 86 4K Ultra HD Commercial Display                                                                                                                          | \$ 3,094.00  | 2          | \$ 6,188.00                |               |
| 19          |                                         | Laminate Rack, 12 RU, 27" High, Choice of Color                                                                                                            | \$ 555.00    | 1          | \$ 555.00                  |               |
| 20          |                                         | 1SP RACKSHELF 11DP                                                                                                                                         | \$ 37.00     | 3          | \$ 111.00                  |               |
| 21          |                                         | 3SP ANODIZED DRAWER                                                                                                                                        | \$ 156.00    | 1          | \$ 156.00                  |               |
| 22          |                                         | Wall Mount Support for 48-98" CDE, CDM, CDP, CDX, IFP Displays                                                                                             | \$ 196.00    | 2          | \$ 392.00                  |               |
| 23          |                                         | Mounting bracket for RealPresence Group 3x0 and 500. Allows EagleEye camera and codec to be mounted together.                                              | \$ 88.00     | 1          | \$ 88.00                   |               |
| 24          |                                         | Universal Camera Mounting for EagleEyeIV-12xand4x. Mounts on the wall/other flat surfaces over 6.5in deep or flat screen displays greater than 5/8in thick | \$ 137.00    | 1          | \$ 137.00                  |               |
| 25          |                                         | 3yrs Onsite and Remote Advanced Training & Technical Support                                                                                               | \$ 3,286.00  | 2          | \$ 6,572.00                |               |
| 26          |                                         | Onsite Install & Project Management                                                                                                                        | \$ 1,500.00  | 2          | \$ 3,000.00                |               |
| 27          |                                         | Engineering Labor                                                                                                                                          | \$ 167.00    | 2          | \$ 334.00                  |               |
| 28          |                                         | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                         | \$ 200.00    | 1          | \$ 200.00                  |               |
| 29          |                                         | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                         | \$ 300.00    | 1          | \$ 300.00                  |               |

|    |          |                                                                                                                                                                                                                                                                                        |              |   |              |  |
|----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---|--------------|--|
| 30 |          | Solutionz AV Firewall, Plus 3 years of Visibility to threats targeting network, Real-time Alerting, Auto blocking of known high threats, Whitelisting for customer known safe IP addresses, Reporting, Vulnerability scan at no additional cost                                        | \$ 2,047.00  | 2 | \$ 4,094.00  |  |
| 31 |          | 3 Years 24x7x365 Threat monitoring & Reporting by our Help Desk                                                                                                                                                                                                                        | \$ 1,108.00  | 2 | \$ 2,216.00  |  |
| 32 |          | RealPresence Group 700-720p: Group 700 HD codec, EagleEyeIV-12x camera, mic array, univ. remote                                                                                                                                                                                        | \$ 11,333.00 | 1 | \$ 11,333.00 |  |
| 33 |          | Partner Premier, Three Year, RealPresence Group 700-720p: Group 700 HD codec, EagleEyeIV-12x camera                                                                                                                                                                                    | \$ 3,672.00  | 1 | \$ 3,672.00  |  |
| 34 |          | EagleEye IV-12x Camera                                                                                                                                                                                                                                                                 | \$ 2,866.00  | 1 | \$ 2,866.00  |  |
| 35 |          | Partner Premier, Three Year, EagleEye IV-12x Camera                                                                                                                                                                                                                                    | \$ 1,115.00  | 1 | \$ 1,115.00  |  |
| 36 |          | EagleEye Producer for EEIV                                                                                                                                                                                                                                                             | \$ 1,560.00  | 1 | \$ 1,560.00  |  |
| 37 |          | Partner Premier, Three Year, EagleEye Producer for EagleEye IV or EagleEye III camera                                                                                                                                                                                                  | \$ 444.00    | 1 | \$ 444.00    |  |
| 38 |          | RC4-Producer-KS: Polycom EagleEye Producer & EagleEye IV Camera w/Group Series Codec RC4-CE Camera Interface Module                                                                                                                                                                    | \$ 2,040.00  | 1 | \$ 2,040.00  |  |
| 39 |          | RC4-E4P-KS: Polycom EagleEye IV Camera w/Group Series Codec                                                                                                                                                                                                                            | \$ 1,818.00  | 1 | \$ 1,818.00  |  |
| 40 |          | Enhanced Cat6A F/UTP NonBonded-Pair Plenum shielded Cable – 500 FT                                                                                                                                                                                                                     | \$ 491.00    | 1 | \$ 491.00    |  |
| 41 |          | DMP 128 Plus C AT 12x8 ProDSP Digital Matrix Processor with AEC and Dante                                                                                                                                                                                                              | \$ 2,394.00  | 1 | \$ 2,394.00  |  |
| 42 |          | Epson Pro L1070UNL, WUXGA, 7000 lumens, Laser, No Lens, White                                                                                                                                                                                                                          | \$ 6,794.00  | 1 | \$ 6,794.00  |  |
| 43 |          | SHORT LENS #2 (0.87-1.05) PRO G7000 & L1000U                                                                                                                                                                                                                                           | \$ 2,751.00  | 1 | \$ 2,751.00  |  |
| 44 |          | UNIVERSAL RPA WHITE                                                                                                                                                                                                                                                                    | \$ 168.00    | 1 | \$ 168.00    |  |
| 45 |          | Miscellaneous, Cable, Connectors, Parts & Hardware for Projector install                                                                                                                                                                                                               | \$ 286.00    | 1 | \$ 286.00    |  |
| 46 |          | Projector Installation                                                                                                                                                                                                                                                                 | \$ 400.00    | 1 | \$ 400.00    |  |
| 47 |          | Programming Update To Support New Projector and DSP. Code extracted from Extron IPL250 processor                                                                                                                                                                                       | \$ 1,120.00  | 1 | \$ 1,120.00  |  |
| 48 |          | Shipping & Handling for ALL LOCATIONS                                                                                                                                                                                                                                                  | \$ 17,800.00 | 1 | \$ 17,800.00 |  |
| 49 |          | Taxes on ENTIRE PROJECT                                                                                                                                                                                                                                                                | \$ 59,831.80 | 1 | \$ 59,831.80 |  |
| 50 | MiWuMati | Polycom RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22" LCD w/integrated audio, cable bundle, NA pwr cord.                                                                                                                        | \$ 10,714.00 | 1 | \$ 10,714.00 |  |
| 51 |          | Prime Call, Three Year, RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22"                                                                                                                                                           | \$ 5,006.00  | 1 | \$ 5,006.00  |  |
| 52 |          | POLYUPKIT Integrated PC, Shelf, Keyboard & Mouse, Multipurpose Scope System (General Imaging, Dermoscope, Otoscope Lenses) Digital Stethoscope with headset AGNES Medical Video, Stethoscope, Session Documents 3 Yrs Hardware Warranty 3 Yrs AGNES Software Support Codec Integration | \$ 17,535.00 | 1 | \$ 17,535.00 |  |
| 53 |          | RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera, mic array, univ. remote                                                                                                                                                                                        | \$ 7,333.00  | 1 | \$ 7,333.00  |  |
| 54 |          | Prime Call, Three Year, RealPresence Group 500-720p: Group 500 HD codec, EagleEye IV-12x camera                                                                                                                                                                                        | \$ 2,852.00  | 1 | \$ 2,852.00  |  |
| 55 |          | Polycom RealPresence Touch with silver trim for use with Group Series models.                                                                                                                                                                                                          | \$ 1,516.00  | 1 | \$ 1,516.00  |  |
| 56 |          | Prime Call, Three Year, RealPresence Touch with silver trim                                                                                                                                                                                                                            | \$ 444.00    | 1 | \$ 444.00    |  |
| 57 |          | Dual display AV, supports for displays up to 55".                                                                                                                                                                                                                                      | \$ 2,669.00  | 1 | \$ 2,669.00  |  |

|    |                      |                                                                                                                                                                                                                                                                                        |              |   |              |  |
|----|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---|--------------|--|
| 58 |                      | 1SP RACKSHELF 11DP                                                                                                                                                                                                                                                                     | \$ 37.00     | 1 | \$ 37.00     |  |
| 59 |                      | Advanced rack mount power conditioner                                                                                                                                                                                                                                                  | \$ 199.00    | 1 | \$ 199.00    |  |
| 60 |                      | 55 4K Ultra HD Commercial Display                                                                                                                                                                                                                                                      | \$ 867.00    | 2 | \$ 1,734.00  |  |
| 61 |                      | Dell Latitude 7400 BTX Dedicated Telemedicine Laptops                                                                                                                                                                                                                                  | \$ 1,883.00  | 2 | \$ 3,766.00  |  |
| 62 |                      | Polycom RealPresence Desktop for Windows and Mac OS, 1 user.                                                                                                                                                                                                                           | \$ 72.80     | 2 | \$ 145.60    |  |
| 63 |                      | 3yrs Onsite and Remote Advanced Training & Technical Support                                                                                                                                                                                                                           | \$ 3,286.00  | 2 | \$ 6,572.00  |  |
| 64 |                      | Onsite Install & Project Management                                                                                                                                                                                                                                                    | \$ 1,500.00  | 2 | \$ 3,000.00  |  |
| 65 |                      | Engineering Labor                                                                                                                                                                                                                                                                      | \$ 167.00    | 2 | \$ 334.00    |  |
| 66 |                      | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                                                                                                                                                     | \$ 200.00    | 2 | \$ 400.00    |  |
| 67 |                      | Solutionz AV Firewall, Plus 3 years of Visibility to threats targeting network, Real-time Alerting, Auto blocking of known high threats, Whitelisting for customer known safe IP addresses, Reporting, Vulnerability scan at no additional cost                                        | \$ 2,047.00  | 2 | \$ 4,094.00  |  |
| 68 |                      | 3 Years 24x7x365 Threat monitoring & Reporting by our Help Desk                                                                                                                                                                                                                        | \$ 1,108.00  | 2 | \$ 2,216.00  |  |
| 69 |                      | AGNES Interactive Module                                                                                                                                                                                                                                                               | \$ 1,400.00  | 3 | \$ 4,200.00  |  |
| 70 | Sierra Quest Academy | Polycom RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22" LCD w/integrated audio, cable bundle, NA pwr cord.                                                                                                                        | \$ 10,714.00 | 2 | \$ 21,428.00 |  |
| 71 |                      | Prime Call, Three Year, RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22"                                                                                                                                                           | \$ 5,006.00  | 2 | \$ 10,012.00 |  |
| 72 |                      | POLYUPKIT Integrated PC, Shelf, Keyboard & Mouse, Multipurpose Scope System (General Imaging, Dermoscope, Otoscope Lenses) Digital Stethoscope with headset AGNES Medical Video, Stethoscope, Session Documents 3 Yrs Hardware Warranty 3 Yrs AGNES Software Support Codec Integration | \$ 17,535.00 | 2 | \$ 35,070.00 |  |
| 73 |                      | RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera, mic array, univ. remote                                                                                                                                                                                        | \$ 7,333.00  | 1 | \$ 7,333.00  |  |
| 74 |                      | Prime Call, Three Year, RealPresence Group 500-720p: Group 500 HD codec, EagleEye IV-12x camera                                                                                                                                                                                        | \$ 2,852.00  | 1 | \$ 2,852.00  |  |
| 75 |                      | Polycom RealPresence Touch with silver trim for use with Group Series models.                                                                                                                                                                                                          | \$ 1,516.00  | 1 | \$ 1,516.00  |  |
| 76 |                      | Prime Call, Three Year, RealPresence Touch with silver trim                                                                                                                                                                                                                            | \$ 444.00    | 1 | \$ 444.00    |  |
| 77 |                      | Dual display AV, supports for displays up to 55".                                                                                                                                                                                                                                      | \$ 2,669.00  | 1 | \$ 2,669.00  |  |
| 78 |                      | 1SP RACKSHELF 11DP                                                                                                                                                                                                                                                                     | \$ 37.00     | 1 | \$ 37.00     |  |
| 79 |                      | Advanced rack mount power conditioner                                                                                                                                                                                                                                                  | \$ 199.00    | 1 | \$ 199.00    |  |
| 80 |                      | 55 4K Ultra HD Commercial Display                                                                                                                                                                                                                                                      | \$ 867.00    | 2 | \$ 1,734.00  |  |
| 81 |                      | 3yrs Onsite and Remote Advanced Training & Technical Support                                                                                                                                                                                                                           | \$ 3,286.00  | 3 | \$ 9,858.00  |  |
| 82 |                      | Onsite Install & Project Management                                                                                                                                                                                                                                                    | \$ 1,500.00  | 3 | \$ 4,500.00  |  |
| 83 |                      | Engineering Labor                                                                                                                                                                                                                                                                      | \$ 167.00    | 3 | \$ 501.00    |  |
| 84 |                      | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                                                                                                                                                     | \$ 200.00    | 3 | \$ 600.00    |  |
| 85 |                      | Solutionz AV Firewall, Plus 3 years of Visibility to threats targeting network, Real-time Alerting, Auto blocking of known high threats, Whitelisting for customer known safe IP addresses, Reporting, Vulnerability scan at no additional cost                                        | \$ 2,047.00  | 3 | \$ 6,141.00  |  |
| 86 |                      | 3 Years 24x7x365 Threat monitoring & Reporting by our Help Desk                                                                                                                                                                                                                        | \$ 1,108.00  | 3 | \$ 3,324.00  |  |

|     |                                     |                                                                                                                                                                                                                                                                                        |              |    |              |  |
|-----|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----|--------------|--|
| 87  |                                     | AGNES Interactive Module                                                                                                                                                                                                                                                               | \$ 1,400.00  | 2  | \$ 2,800.00  |  |
| 88  | Don Pedro Elementary School         | Polycom RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22" LCD w/integrated audio, cable bundle, NA pwr cord.                                                                                                                        | \$ 10,714.00 | 1  | \$ 10,714.00 |  |
| 89  |                                     | Prime Call, Three Year, RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22"                                                                                                                                                           | \$ 5,006.00  | 1  | \$ 5,006.00  |  |
| 90  |                                     | POLYUPKIT Integrated PC, Shelf, Keyboard & Mouse, Multipurpose Scope System (General Imaging, Dermoscope, Otoscope Lenses) Digital Stethoscope with headset AGNES Medical Video, Stethoscope, Session Documents 3 Yrs Hardware Warranty 3 Yrs AGNES Software Support Codec Integration | \$ 17,535.00 | 1  | \$ 17,535.00 |  |
| 91  |                                     | 3yrs Onsite and Remote Advanced Training & Technical Support                                                                                                                                                                                                                           | \$ 3,286.00  | 1  | \$ 3,286.00  |  |
| 92  |                                     | Onsite Install & Project Management                                                                                                                                                                                                                                                    | \$ 1,500.00  | 1  | \$ 1,500.00  |  |
| 93  |                                     | Engineering Labor                                                                                                                                                                                                                                                                      | \$ 167.00    | 1  | \$ 167.00    |  |
| 94  |                                     | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                                                                                                                                                     | \$ 200.00    | 1  | \$ 200.00    |  |
| 95  |                                     | Solutionz AV Firewall, Plus 3 years of Visibility to threats targeting network, Real-time Alerting, Auto blocking of known high threats, Whitelisting for customer known safe IP addresses, Reporting, Vulnerability scan at no additional cost                                        | \$ 2,047.00  | 1  | \$ 2,047.00  |  |
| 96  |                                     | 3 Years 24x7x365 Threat monitoring & Reporting by our Help Desk                                                                                                                                                                                                                        | \$ 1,108.00  | 1  | \$ 1,108.00  |  |
| 97  |                                     | AGNES Interactive Module                                                                                                                                                                                                                                                               | \$ 1,616.00  | 1  | \$ 1,616.00  |  |
| 98  | Today Is A New Day Recovery Home    | Polycom RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22" LCD w/integrated audio, cable bundle, NA pwr cord.                                                                                                                        | \$ 10,714.00 | 1  | \$ 10,714.00 |  |
| 99  |                                     | Prime Call, Three Year, RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22"                                                                                                                                                           | \$ 5,006.00  | 1  | \$ 5,006.00  |  |
| 100 |                                     | POLYUPKIT Integrated PC, Shelf, Keyboard & Mouse, Multipurpose Scope System (General Imaging, Dermoscope, Otoscope Lenses) Digital Stethoscope with headset AGNES Medical Video, Stethoscope, Session Documents 3 Yrs Hardware Warranty 3 Yrs AGNES Software Support Codec Integration | \$ 17,535.00 | 1  | \$ 17,535.00 |  |
| 101 |                                     | 3yrs Onsite and Remote Advanced Training & Technical Support                                                                                                                                                                                                                           | \$ 3,286.00  | 1  | \$ 3,286.00  |  |
| 102 |                                     | Onsite Install & Project Management                                                                                                                                                                                                                                                    | \$ 1,500.00  | 1  | \$ 1,500.00  |  |
| 103 |                                     | Engineering Labor                                                                                                                                                                                                                                                                      | \$ 167.00    | 1  | \$ 167.00    |  |
| 104 |                                     | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                                                                                                                                                     | \$ 200.00    | 1  | \$ 200.00    |  |
| 105 |                                     | Solutionz AV Firewall, Plus 3 years of Visibility to threats targeting network, Real-time Alerting, Auto blocking of known high threats, Whitelisting for customer known safe IP addresses, Reporting, Vulnerability scan at no additional cost                                        | \$ 2,047.00  | 1  | \$ 2,047.00  |  |
| 106 |                                     | 3 Years 24x7x365 Threat monitoring & Reporting by our Help Desk                                                                                                                                                                                                                        | \$ 1,108.00  | 1  | \$ 1,108.00  |  |
| 107 |                                     | AGNES Interactive Module                                                                                                                                                                                                                                                               | \$ 1,616.00  | 1  | \$ 1,616.00  |  |
| 108 | John C Fremont Health Care District | Dell Latitude 7400 BTX Dedicated Telemedicine Laptops                                                                                                                                                                                                                                  | \$ 1,883.00  | 22 | \$ 41,426.00 |  |
| 109 |                                     | Polycom RealPresence Desktop for Windows and Mac OS, 1 user                                                                                                                                                                                                                            | \$ 72.80     | 2  | \$ 145.60    |  |

|     |                              |                                                                                                                                                                                                                                                                                        |              |   |              |  |
|-----|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---|--------------|--|
| 110 |                              | Polycom RealPresence Desktop for Windows and Mac OS, 5 users.                                                                                                                                                                                                                          | \$ 364.00    | 4 | \$ 1,456.00  |  |
| 111 |                              | RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera, mic array, univ. remote                                                                                                                                                                                        | \$ 7,333.00  | 2 | \$ 14,666.00 |  |
| 112 |                              | Prime Call, Three Year, RealPresence Group 500-720p: Group 500 HD codec, EagleEye IV-12x camera                                                                                                                                                                                        | \$ 2,852.00  | 2 | \$ 5,704.00  |  |
| 113 |                              | Polycom RealPresence Touch with silver trim for use with Group Series models.                                                                                                                                                                                                          | \$ 1,516.00  | 2 | \$ 3,032.00  |  |
| 114 |                              | Prime Call, Three Year, RealPresence Touch with silver trim                                                                                                                                                                                                                            | \$ 444.00    | 2 | \$ 888.00    |  |
| 115 |                              | Dual display AV, supports for displays up to 55"                                                                                                                                                                                                                                       | \$ 2,086.00  | 2 | \$ 4,172.00  |  |
| 116 |                              | 1SP RACKSHELF 11DP                                                                                                                                                                                                                                                                     | \$ 37.00     | 2 | \$ 74.00     |  |
| 117 |                              | Advanced rack mount power conditioner                                                                                                                                                                                                                                                  | \$ 199.00    | 2 | \$ 398.00    |  |
| 118 |                              | 55 4K Ultra HD Commercial Display                                                                                                                                                                                                                                                      | \$ 867.00    | 4 | \$ 3,468.00  |  |
| 119 |                              | Polycom RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22" LCD w/integrated audio, cable bundle, NA pwr cord.                                                                                                                        | \$ 13,000.00 | 2 | \$ 26,000.00 |  |
| 120 |                              | Prime Call, Three Year, RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22"                                                                                                                                                           | \$ 4,005.00  | 2 | \$ 8,010.00  |  |
| 121 |                              | POLYUPKIT Integrated PC, Shelf, Keyboard & Mouse, Multipurpose Scope System (General Imaging, Dermoscope, Otoscope Lenses) Digital Stethoscope with headset AGNES Medical Video, Stethoscope, Session Documents 3 Yrs Hardware Warranty 3 Yrs AGNES Software Support Codec Integration | \$ 16,134.00 | 2 | \$ 32,268.00 |  |
| 122 |                              | 3yrs Onsite and Remote Advanced Training & Technical Support                                                                                                                                                                                                                           | \$ 3,067.00  | 4 | \$ 12,268.00 |  |
| 123 |                              | Onsite Install & Project Management                                                                                                                                                                                                                                                    | \$ 1,500.00  | 4 | \$ 6,000.00  |  |
| 124 |                              | Engineering Labor                                                                                                                                                                                                                                                                      | \$ 167.00    | 4 | \$ 668.00    |  |
| 125 |                              | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                                                                                                                                                     | \$ 200.00    | 4 | \$ 800.00    |  |
| 126 |                              | Solutionz AV Firewall, Plus 3 years of Visibility to threats targeting network, Real-time Alerting, Auto blocking of known high threats, Whitelisting for customer known safe IP addresses, Reporting, Vulnerability scan at no additional cost                                        | \$ 1,774.00  | 4 | \$ 7,096.00  |  |
| 127 |                              | 3 Years 24x7x365 Threat monitoring & Reporting by our Help Desk                                                                                                                                                                                                                        | \$ 960.00    | 4 | \$ 3,840.00  |  |
| 128 |                              | AGNES Interactive Module                                                                                                                                                                                                                                                               | \$ 1,400.00  | 4 | \$ 5,600.00  |  |
| 129 | Connections Homeless Shelter | Polycom RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22" LCD w/integrated audio, cable bundle, NA pwr cord.                                                                                                                        | \$ 13,000.00 | 1 | \$ 13,000.00 |  |
| 130 |                              | Prime Call, Three Year, RealPresence Utility Cart 500 Includes: Group 500-720p codec, rmt, MicArray, EE IV-12x camera, 2-22"                                                                                                                                                           | \$ 4,005.00  | 1 | \$ 4,005.00  |  |
| 131 |                              | POLYUPKIT Integrated PC, Shelf, Keyboard & Mouse, Multipurpose Scope System (General Imaging, Dermoscope, Otoscope Lenses) Digital Stethoscope with headset AGNES Medical Video, Stethoscope, Session Documents 3 Yrs Hardware Warranty 3 Yrs AGNES Software Support Codec Integration | \$ 16,134.00 | 1 | \$ 16,134.00 |  |
| 132 |                              | 3yrs Onsite and Remote Advanced Training & Technical Support                                                                                                                                                                                                                           | \$ 3,067.00  | 1 | \$ 3,067.00  |  |
| 133 |                              | Onsite Install & Project Management                                                                                                                                                                                                                                                    | \$ 1,500.00  | 1 | \$ 1,500.00  |  |
| 134 |                              | Engineering Labor                                                                                                                                                                                                                                                                      | \$ 167.00    | 1 | \$ 167.00    |  |

\$ 121,000.00  
 0.15 \$ (26,696.94) less JCF 15% match  
 \$ 94,303.06 Mariposa 15% match

\$ 177,979.60

|     |  |                                                                                                                                                                                                                                                 |               |   |               |      |
|-----|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---|---------------|------|
| 135 |  | Miscellaneous, Cable, Connectors, Parts & Hardware                                                                                                                                                                                              | \$ 200.00     | 1 | \$ 200.00     |      |
| 136 |  | Solutionz AV Firewall, Plus 3 years of Visibility to threats targeting network, Real-time Alerting, Auto blocking of known high threats, Whitelisting for customer known safe IP addresses, Reporting, Vulnerability scan at no additional cost | \$ 1,774.00   | 1 | \$ 1,774.00   |      |
| 137 |  | 3 Years 24x7x365 Threat monitoring & Reporting by our Help Desk                                                                                                                                                                                 | \$ 960.00     | 1 | \$ 960.00     |      |
| 138 |  | AGNES Interactive Module                                                                                                                                                                                                                        | \$ 1,400.00   | 1 | \$ 1,400.00   |      |
| 139 |  | Dell Latitude 7400 BTX Dedicated Telemedicine Laptops                                                                                                                                                                                           | \$ 2,134.00   | 1 | \$ 2,134.00   |      |
| 140 |  | Polycom RealPresence Desktop for Windows and Mac OS, 1 user                                                                                                                                                                                     | \$ 78.00      | 1 | \$ 78.00      |      |
| 141 |  |                                                                                                                                                                                                                                                 |               |   | \$ -          |      |
| 142 |  |                                                                                                                                                                                                                                                 |               |   | \$ -          |      |
| 143 |  |                                                                                                                                                                                                                                                 |               |   | \$ -          |      |
|     |  |                                                                                                                                                                                                                                                 | <b>Totals</b> |   | \$ 920,083.00 | \$ - |

|                                            |                                                                                             |               |
|--------------------------------------------|---------------------------------------------------------------------------------------------|---------------|
| <b>A</b>                                   | <b>Overall DLT Project Budget</b> (Sum of Total Grant/Cash column and In-Kind Match column) | \$ 920,083.00 |
| <b>B</b>                                   | <b>Less Proposed Cash Match</b> (as documented on Matching Worksheet)                       | \$ 121,000.00 |
| <b>C</b>                                   | <b>Less Proposed In-Kind Match</b> (From Total of In-Kind Match Column)                     | \$ -          |
| <b>D</b>                                   | <b>DLT Grant Request (A-B-C)</b>                                                            | \$ 799,083.00 |
| Grant to Match % check (15% minimum req'd) |                                                                                             | 15.14%        |



# MARIPOSA COUNTY

Public Works • 209 966 5356



D.14

## **RESOLUTION - ACTION REQUESTED 2021-135**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Advertising for a Request for Qualifications for Local Road Safety Plan (LRSP)

---

### **RECOMMENDATION AND JUSTIFICATION:**

Approve advertising for a Request for Qualifications (RFQ) for Local Road Safety Plan (LRSP); and Authorize the Public Works Director to Award and Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

The LRSP will become a living document regarding traffic safety used to coordinate the efforts of a wide range of organizations to reduce traffic accident fatalities and injuries on our public roads. The plan will identify low cost systematic ways to improve safety such as improving traffic striping retroreflectivity, installation of rumble strips or removing vegetation to clear a driver's line-of-sight to a traffic sign. The plan will also allow the County to propose large traffic safety projects at multiple locations that have similar safety issues.

The LRSP has been in existence for the last decade across the country, however, Caltrans and the FHWA have determined that it will be required beginning with the Highway Safety Improvement Plan (HSIP) Cycle 11 estimated on or about around April 2022.

This Project is funded 90% through grant resources with a 10% Local Match requirement which can be satisfied through appropriated resources. Total Project Cost for this required report is estimated at \$80,000.00

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

An application for funding was submitted to Caltrans on July 14, 2020. A congratulatory email was received on September 24, 2000. An allocation request was submitted on October 8, 2020. A Notice to Proceed was received on January 13, 2020. The LRSP must be completed before the next HSIP cycle in April 2022.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve, and the County will be unable to seek future grant funding related to the Highway Safety Improvement Program (HSIP).

**ATTACHMENTS:****RFQ for LRSP Local Road Safety Plan (PDF)****Letter for LRSP (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Miles Menetrey, District V Supervisor**SECONDER:** Wayne Forsythe, District IV Supervisor**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

# REQUEST FOR QUALIFICATIONS (RFQ)

## LOCAL ROAD SAFETY PLAN (LRSP) LRSPL-5940(138)

*Work Items to Include:*

1. Project Management
2. Review Crash, Traffic, and Roadway Data
3. Public Engagement
4. Draft LRSP
5. Final LRSP

**DATE ISSUED:** March 17, 2021

**PROPOSALS DUE:** April 16, 2021 at 4:00 pm

**SUBMIT TO:** Department of Public Works  
Mariposa County  
4639 Ben Hur Road  
Mariposa, CA 95338

**REFER QUESTIONS TO:** Gary Brown, County Engineer  
(209) 966-5356

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

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# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

### SECTION I – GENERAL INFORMATION

#### I-1. Request for Qualifications

The County of Mariposa is requesting proposals from qualified consultants to develop a Local Road Safety Plan (LRSP) to identify, analyze, and prioritize safety improvement on the County's roadways. The Consultant shall have knowledge of State and Federal requirements to develop a LRSP to ensure eligibility of future funding. The LRSP will serve as a living document that can be updated to reflect changing conditions, needs, and priorities. The overarching goal of the LRSP will be to help the County identify the most critical infrastructure improvements (countermeasures) necessary to mitigate transportation safety hazards.

The LRSP will be funded with Local and State dollars requiring the Consultant to follow all pertinent local, State, and Federal laws and regulations. Because DBE contract goals are not required for state-only funded contracts, DBE participation is not required for this project, however, it is encouraged.

Total amount payable to the Consultant shall not exceed \$80,000, the amount granted by the CTC for this plan. The performance period is approximately 12 months. The plan must be approved by the County prior to an HSIP Cycle 11 application Summer 2022.

The proposals submitted in response to this RFQ will be reviewed according to their qualifications. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Section III-4 "Selection Procedure," of this RFQ.

Addenda to this RFQ, if issued, will be made public via County website, local exchange, and by known email contact information.

County Website: <http://www.mariposacounty.org/bids.aspx>

It shall be the Consultant's responsibility to obtain any addenda that may be issued according to the above sources.

The Consultant's attention is directed to Section II – Proposal Form and Content

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it has been executed by County.

The County reserves the right to retain all proposals submitted and to use any idea(s) included in a proposal regardless of whether that proposal is selected.

#### I-2. Tentative Project Milestones

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: April 19-23, 2021

Oral interviews: TBD

Cost Negotiation with #1 qualified consultant: May 3-7, 2020

Contract Award: June 1, 2021

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

### I-3. Official Contacts

Any questions related to this RFQ shall be submitted in writing to the attention of Gary Brown via email at [gbrown@mariposacounty.org](mailto:gbrown@mariposacounty.org). Questions shall be submitted before 4:00 PM on May 26, 2021.

### I-4. Proposal Due Date

Submit three (3) hard copies and one (1) electronic copy in PDF format of the Consultant's proposal. The electronic copy may be emailed. Include a cost/fee proposal in a separate sealed envelope. The submittal shall be mailed or submitted to the County by **4:00 P.M., April 16, 2021**. Proposals shall be submitted in a sealed package clearly marked: **Local Road Safety Plan**

and addressed as follows:

County of Mariposa  
Department of Public Works  
4639 Ben Hur Road  
Mariposa, CA 95338  
Attention: Gary Brown, County Engineer

Proposals received after the required due date, or as modified per addenda, will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received by the required due date (or as modified per addenda).

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

### I-5. Addenda

The County may modify the RFQ at any time prior to the RFQ due date. It is recommended that proposers periodically check with the Department of Public Works at (209) 966-5356, via email to the County Engineer at [gbrown@mariposacounty.org](mailto:gbrown@mariposacounty.org), and on the County webpage for any posted addenda. Addenda will be numbered consecutively. Verbal modifications to the RFQ specifications shall not be binding upon the County.

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

To be on the proposal holder list and to be assured of receiving all addenda and Requests For Information (RFIs) responses the following information may be submitted to Mariposa County via e-mail at: [gbrown@mariposacounty.org](mailto:gbrown@mariposacounty.org). All RFI's must also be submitted via email to this address.

Company Name

---

Mailing Address

---

---

Primary Contact Name

---

Primary Contact e-mail address

---

Primary Contact phone number

---

Addenda will be posted on the County webpage and local exchanges. Every effort will be made to also send to the email address provided.

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

### SECTION II – PROPOSAL FORM AND CONTENT

#### II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ, and should be easily reproducible. Emphasis will be on completeness and clarity of content and cost effectiveness of the proposal.

#### II-2 Proposal Form and Content

These guidelines are provided for standardizing the preparation and submission of the Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

##### 1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Gary Brown, County Engineer  
County of Mariposa  
Department of Public Works  
4639 Ben Hur Road  
Mariposa, CA 95338

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

##### 2. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects.

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

### 3. Requirements Statement

- Include a detailed statement describing all services to be provided.
- Describe project deliverables.
- Describe your cost control and budgeting methodology for this project.

### 4. Technical Experience

Include a brief explanation of the major tasks and requirements to prepare a LRSP to satisfy the State and FHWA. Include a list of at least three (3) reference agencies for whom similar work has been performed within the past five years, with contact name, email and phone number for each.

### 5. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

### 6. Contract Agreement

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

### 7. Cost Proposal

In order to assure that the County is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal (Cost plus Fixed Fee). Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a **separate sealed** envelope from the proposal.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

### SECTION III – BACKGROUND & SCOPE OF WORK

#### III-1. General Conditions

The County of Mariposa shall not be liable for any pre-contractual expenses incurred by any consultant, nor shall any consultant include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the County.

The County reserves the right to withdraw this RFQ at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the consultants best qualified and responsive in the opinion of the County.

Proposals may, at the County's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The County reserves the right to reject any and all proposals. The County expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFQ.

The County reserves the right to waive any non-material irregularities or information in the RFQ or in any proposal.

The selected consultants must agree to indemnify, hold harmless and defend the County, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the County which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

Upon selection of the most qualified consultant, the associated Fee Schedule/Cost Proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Fee Schedule/Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked consultant, the County may, at its sole discretion, choose to enter into negotiations with the second highest ranked consultant, and so on.

Mariposa County requires all proposers to comply with Federal, State and Local Law and Ordinance with regard to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

### III-2. Project Description & Background

A Local Road Safety Plan (LRSP) provides a framework for organizing stakeholders (Engineering, Law Enforcement, Education and Emergency Services) to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP should be tailored to Mariposa's needs and issues. However, safety projects stemming from the plan need to be consistent with Federal and State project funding requirements if those funds will be used for project implementation. Also, the plan should be viewed as a living document that can be continually reviewed and updated to reflect changing local needs and priorities.

### III-3. Scope of Services

#### Task 1 - Project Management

- Consultant shall manage a project kick-off meeting. Deliverables include an agenda and meeting minutes.
- Consultant shall establish a Stakeholders Group of interested stakeholders to provide input into the development of the LRSP. Composition may include Public Works Engineering as well as other interested stakeholders from education, law enforcement, and emergency response.

#### Task 2 – Review Crash, Traffic, and Roadway Data

- Consultant shall gather and review existing data. The County does not maintain a collision database similar to the popular software, Crossroads. Staff will coordinate with the consultant to gather data.

#### Task 3 - Public Engagement

- Consultant shall host two virtual public meetings and provide materials to be used in the engagement effort such as a factsheet or website content.
- Consultant shall present the final report and discuss the priorities and countermeasures to the Board of Supervisors.

#### Task 4 - Draft LRSP

- Consultant shall incorporate all data collected including input from stakeholders. Consultant will identify, recommend and prioritize countermeasures. The plans should include a 8-1/2" x 11" conceptual exhibit, cost estimate, and HSIP analyzer calculation for the top 3 safety projects. The projects may be either spot, systemic or comprehensive.

#### Task 5 – Final LRSP

- Consultant shall incorporate all comments from the agencies and stakeholders and prepare a final plan.

### III-4. Selection Procedure

All proposals will be evaluated by a County Selection Committee (Committee). The Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the

# MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

## Local Road Safety Plan

proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each Proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFQ.

The selection process may include online interviews.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to ten point rating. All the Evaluation Criteria are equally weighted. The final maximum score for any consultant is thirty (30) points.

The following criteria will be used in evaluating consultant RFQs:

1. Understanding of the work to be done. [0-10 points]
2. Experience and qualifications of personnel. [0-10 points]
3. Familiarity w/ LRSP (or its previous equivalent such as Systemic Safety Analysis Report or Vision Zero Action Plan) [0-10 points]

Submittals will be evaluated on their overall response to the specific needs of this RFQ. Generalized information related to other matters and marketing materials should not be included in your proposal.

The committee will rate the initial Proposals based upon the selection criteria listed above. Upon County approval, a Professional Services Contract with the selected consultant will be executed. Unopened sealed cost proposals will be returned to each proposer that was not selected.

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
 1120 N STREET  
 P.O. BOX 942874, MS# 1  
 Sacramento, CA 94274-0001  
 TTY 711



File : 10-MPA-0-CR  
 LRSPL-5940(138)  
 Various Roadways Mariposa  
 County

January 13, 2021

Mr. Mike Healy  
 Director, Public Works & Transportation  
 Mariposa County  
 4639 Ben Hur Road  
 Mariposa, CA 95338

Attn: Mr. Gary Brown

Dear Mr. Healy:

Your letter dated October 21, 2020 requested an allocation of State funds from the Local Roadway Safety Plan (LRSP) for Mariposa County LRSP project. The State hereby makes the allocation in the amount of \$72,000.00 of State funds for PE phase (Safety Analysis) of this project effective January 13, 2021. You may now proceed with the project. Any work that has been approved for funding and is performed after this date will be eligible for reimbursement.

This Office will soon send you a Program Supplement Agreement for execution, along with a Master Agreement if one has not been executed. Please do not submit invoices for this project until the agreements are fully executed by both you and the State.

Invoices are to be submitted at a minimum of every six (6) months in order to remain active.

If you have any questions, please contact your District Local Assistance Engineer.

Sincerely,

FELICIA HASLEM, Chief  
 Office of Project Implementation - North  
 Division of Local Assistance

c: DLA AE Project Files  
 (10) DLAE - Parminder Singh  
 Local Program Accounting  
 HQ HSIP Manager - Richard Ke

Mr. Mike Healy  
 Director, Public Works & Transportation  
 Mariposa County  
 4639 Ben Hur Road  
 Mariposa, CA 95338  
 Attn: Mr. Gary Brown

DEPARTMENT OF TRANSPORTATION  
 Division of Local Assistance  
 1120 N Street  
 P.O. BOX 942874, MS# 1  
 Sacramento, CA 94274-0001

Attachment: Letter for LRSP (RES-2021-135 : Approve Advertising for a Request for Qualifications for Local Road Safety Plan (LRSP))



# MARIPOSA COUNTY

Planning • 209-966-5151



G.1

## **ORDINANCE 2021-1162**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: General Plan/Area Plan/Zoning Amendment No. 2020-167

---

### **RECOMMENDED ACTION AND JUSTIFICATION:**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Mariposa County Zoning Map for an approximately 0.50 acre portion of Assessor Parcel Number (APN) 012-140-023, from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family Residential Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-167, Self-Help Enterprises, Project Proponent"

The recommended action is based on the Planning Commission's recommendation.

The project will change the zoning designation of an approximately 0.50 acre portion from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family Residential Zone in order to develop uses that are appurtenant to a multi-family rental housing development with 42 units.

Additional information can be found in the Staff report which can be found accompanying Resolution 2021-109 which was approved on March 2, 2021.

This ordinance was introduced on March 2, 2021.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

Board of Supervisors approved General Plan/Zoning Amendment No. 2019-036 and Design Review No. 2019-035 in 2019 for the development of a 42 unit multi-family housing project on APN 012-140-024.

On March 2, 2021, the Board approved Resolution 2021-109 which approved the project.

March 2, 2021, this Ordinance was introduced.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

FIRST READING: Do not approve and the amendment will not occur. A negative action on the General Plan/Area Plan/Zoning Amendment will result in Self-Help Enterprises not being able to apply for the necessary funding to complete the action.

SECOND READING: The Board may not make changes at the second reading and can only consider whether it will adopt the ordinance or not.

**ATTACHMENTS:**

**Final - Ordinance E (Self Help Planning) (PDF)**

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Tom Sweeney, District II Supervisors

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

STATE OF CALIFORNIA  
COUNTY OF MARIPOSA  
BOARD OF SUPERVISORS  
MARIPOSA COUNTY ORDINANCE NO.  
(Not to be codified)

**AN ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP FOR AN APPROXIMATELY 0.50 ACRE PORTION OF ASSESSOR PARCEL NUMBER (APN) 012-140-023, FROM THE SINGLE FAMILY RESIDENTIAL (9,000 SQUARE FEET) ZONE TO THE MULTI-FAMILY RESIDENTIAL ZONE PURSUANT TO GENERAL PLAN/AREA PLAN/ZONING AMENDMENT NO. 2020-167, SELF-HELP ENTERPRISES**

**WHEREAS**, a proposal to amend the General Plan/Area Plan land use classification and zoning designation on an approximately 0.50-acre portion of Assessor's Parcel Number 012-140-023 (unassigned address) was submitted by Self-Help Enterprises on the 4<sup>th</sup> day of November 2020, and

**WHEREAS**, the application is known as General Plan/Area Plan/Zoning Amendment No. 2020-167. The application proposes to rezone the above-referenced approximately 0.50-acre portion from the Single Family Residential (9,000 square feet) Zone (SFR-9K) to the Multi-Family Residential Zone (MFR); and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on General Plan/Area Plan/Zoning Amendment No. 2020-167 on the 12<sup>th</sup> day of February 2020, in accordance with State Law and County Code; and

**WHEREAS**, the Board of Supervisors held a duly noticed public hearing on General Plan/Area Plan/Zoning Amendment No. 2020-167 on the 2<sup>nd</sup> day of March 2020, in accordance with State Law and County Code; and

**WHEREAS**, General Plan/Area Plan/Zoning Amendment No. 2020-167 is found to be exempt from environmental review.

**NOW THEREFORE**, the Board of Supervisors of the County of Mariposa ordains as follows:

**Section I:** Amend the zoning designation of an approximately 0.50 acre portion of Assessor's Parcel Number 012-140-023, as shown and described in Exhibit A, to the Multi-Family Residential zone.

**Section II:** If any provisions of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

**Section III:** This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

**PASSED AND ADOPTED** on this 16<sup>th</sup> day of March 2020 by the following vote.

AYES:

NOES:

ABSTAINED:

EXCUSED:

NOT VOTING:

\_\_\_\_\_  
Marshall Long, Chair

Attest:

\_\_\_\_\_  
René LaRoche, Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Steven W. Dahlem, County Counsel

Attachment: Final - Ordinance E (Self Help Planning) (2021-ORD-1162 : General Plan/Area Plan/Zoning Amendment No. 2020-167)

## Exhibit A

All that certain real property situated in Projected Section 22 Township 5 South, Range 18 East, M.D.B.&M, Rancho Los Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

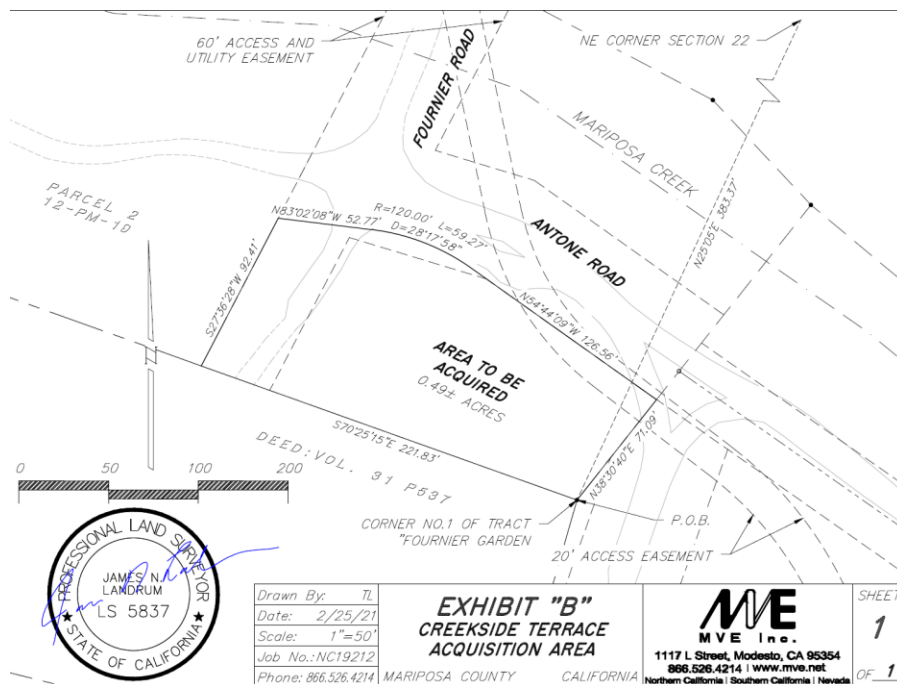
**BEGINNING** at Corner No.1, of that tract known as "Fournier Garden" as described in Grant Deed recorded as Document No. 20200757 Mariposa County Records, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 6 courses:

- N38°30'40"E a distance of 71.09 feet;
- Thence N54°44'09"W a distance of 126.56 feet to point on a 120.00 foot radius tangent curve concave southerly;
- Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet to the point of tangency;
- Thence N83°02'08"W a distance of 52.77 feet;
- Thence S27°36'28"W a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
- Thence S70°25'15"E along the northly line of said Fournier Garden a distance of 221.83 feet to the **POINT OF BEGINNING**.

CONTAINING 21,241 SQUARE FEET OR 0.49 ACRES, MORE OR LESS, and is subject to any rights-of-way or easements of record or legally acquired.

This conveyance is made pursuant to Lot Line Adjustment No. 2020-166 approved by the Mariposa County Planning Director on February 16th, 2021. It is the intent of the parties hereto that the above described tract of land merge with that certain real property conveyed to Self Help Enterprises, a California Corporation, recorded as Grant Deed recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records

END OF DESCRIPTION





# MARIPOSA COUNTY

Fire · 209-966-4330



G.2

## **RESOLUTION - ACTION REQUESTED 2021-136**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Volunteer Position Descriptions Within Mariposa County Fire

---

### **RECOMMENDATION AND JUSTIFICATION:**

Approve Volunteer Position Descriptions for Volunteer Firefighter, Medical Responder, and Support Member.

Mariposa County Fire Department volunteers serve as either firefighters, medical responders or support members. Though this has been true for many years, there have not been official descriptions for these volunteer positions. Staff is now recommending approval of job descriptions to help clarify volunteer roles, training and requirements.

Staff is recommending three volunteer positions in the Fire Department: Volunteer Firefighter, Medical Responder, and Support Member. Each position has different roles, responsibilities and expectations. Within these positions internal rank structure may apply to assist with span of control, accountability, volunteer member support, emergency scene management, and training. Approval of these position descriptions will also allow fire to move forward with continued use of Medical Responders and Support Members.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

Resolution 2021-57 approved a policy requiring medical physicals for volunteer firefighters.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve and there will continue to be no formal recognition of different position descriptions that support the needs of Mariposa County Fire.

### **ATTACHMENTS:**

**VOLUNTEER FIREFIGHTER position description (PDF)**

**SUPPORT MEMBERS position description (PDF)**

**MEDICAL RESPONDER position description (PDF)**

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Wayne Forsythe, District IV Supervisor

**SECONDER:** Miles Menetrey, District V Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

## **POSITION DESCRIPTION**

### **FIREFIGHTER**

#### **DEFINITION**

Under general supervision, a Firefighter responds to rescue calls; performs firefighting duties, including combating, extinguishing, and preventing fires; and does other related work as directed. At no time shall a Department member exceed their level of training.

#### **EXAMPLES OF DUTIES**

Responds to emergency calls, fire alarms and non-emergency calls to perform arduous work as a member of a fire company; operates radio, and illumination generators; administers first aid; lays and connects hose lines; move charged hose lines; holds nozzles and directs water streams; carries, raises and climbs ladders; enters burning buildings to remove persons from danger or as a coordinated strategy/tactic to prevent further fire damage; performs salvage and overhaul tactics as directed; uses chemical extinguishers, axes, hooks, lines, power-driven tools, cutting torches and other equipment; ventilates by breaching walls or roofs inside/outside and on top of buildings to release heat and smoke; places salvage covers to prevent damage; overhauls and cleans up after a fire to prevent rekindling; checks fire scene for point of origin and source of ignition, and preserves evidence which may indicate arson or cause of fire; returns company equipment to its proper place before leaving the emergency scene; cleans and maintains station quarters and grounds; cleans, maintains and tests emergency equipment and apparatus, and participates in drills and training sessions; compiles and submits information on equivalent runs, accidents, and fire inspections. May perform as an apparatus operator if properly licensed and qualified.

#### **DISTINGUISHING CHARACTERISTICS**

Firefighters perform responsible rescue work and firefighting. The work requires an understanding of lifesaving and firefighting methods gained through a program of specialized training, and through experience. Duties may involve considerable physical exertion and potential risk to health and emergency readiness while wearing heavy protective equipment and Self Contained Breathing Apparatus. Supervision is normally received from the company officer or Incident Commander.

#### **Minimum Knowledge, Skills, Abilities, and Personal Characteristics**

Ability to visualize how mechanical things work and understand the interrelationship of parts; to remember and learn from oral instruction; to comprehend and learn from written material and follow written instructions; to read maps, diagrams, and plans; to keep records and complete forms; to analyze situations quickly and reach sound conclusions; to remain calm and function

effectively in emergency situations; to present information and ideas to individuals or groups working as an effective team member; to perform work activities which require endurance, balance, coordination, arm and shoulder strength, leg and back strength; to learn the terminology and procedures used in the fire service.

Willingness to work in a hazardous environment and risk personal safety if necessary, to learn and study on one's own time, and to take orders.

Knowledge of: applicable government codes, terminology and procedures used in the fire service, construction materials and principles, safety clothing, fire equipment and apparatus, use and maintenance of radio communications, electrical and natural gas emergency procedures, fire ground technology, watershed fires and fire handline construction, fire prevention, suspicious fire procedures, hose evolutions, the theory of combustion, rescue tools and techniques, radiological instrumentation, structural firefighting procedures, salvage, overhaul, ventilation, the buildings and streets within station boundaries, ropes and knots, hazardous materials.

Skills: Operating a variety of hand and power tools, identifying potential fire hazards, first aid treatment of injuries and burns, performing company evolutions, reading records and pre-fire planning forms.

### **Licenses/Certificates**

Valid California driver's license.

Obtain and maintain Title 22-compliant Public Safety-First Aid and CPR certification or higher. Completion of department fire academy, Firefighter task book, and maintain all relevant/required training in accordance to SOG/Policy 2.5.5

### **PHYSICAL QUALIFICATIONS-ARDUOUS**

Candidates for Firefighter may be required to meet such medical and physical standards as prescribed by County policy and the Department physician.

Ability to sit, stand, walk, run, kneel, crouch, stoop, reach, crawl, twist, climb, drive, and lift 70 pounds; exposure to heat, cold, extreme noise, outdoors, confining work space, electrical hazards, vibration, chemicals and dust, toxic waste, mechanical hazards, explosive materials; and available for on-call emergency response.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

## **POSITION DESCRIPTION**

### **SUPPORT MEMBERS (NON-FIREFIGHTING)**

#### **DEFINITION**

Under general supervision of company officer or incident commander of emergency incidents, support members perform a wide variety of support functions for the department and emergency response personnel. Requests for support may be for but not limited to emergency incidents, county fire stations maintenance cleaning, equipment cleaning, public events, educational events, other supportive tasks as requested. Support members will not exceed their level of training and are not there to engage in the mitigation of emergencies. They are there for support purposes only and will keep themselves out of hazardous situations.

#### **EXAMPLES OF DUTIES**

Responds to emergency calls and non-emergency calls to support as a member of Mariposa County Fire Department; operates rehabilitation function, accountability/passport system, communicates on radio as needed; sets up scene lighting and generator (outside hot zone), assists Incident Commander with ICS to level of training, change and fill SCBA bottles, scene traffic control; cleans and maintains apparatus, cleans and maintains station quarters and grounds; compiles and submits information such as Advisory Notices, and participates in appropriate training related to being a support member.

Works on special projects, Prevention/Community Education and outreach, Incident support functions that may include Logistics, Planning, Information, Finance.

If qualified may assist in the movement of apparatus or water tender if the apparatus is clearly labeled Out of Service with no expectation of taking mitigating action on an incident.

#### **DISTINGUISHING CHARACTERISTICS**

Support members perform supportive tasks at emergency and non-emergency incidents and work environment within their scope of training and qualification. Support members do not respond as an emergency responder, engage in mitigation activities, or provide services other than supportive in nature. Support members will work in the least hazardous environment possible at an emergency scene and don reflective PPE when appropriate. Support members are not considered firefighters or medical responders and should not be asked nor expected to perform the duties as such. Supervision is normally received from the company officer or Incident Commander.

**Minimum Knowledge, Skills, Abilities, and Personal Characteristics**

Ability to remember and learn from oral instruction; to comprehend and learn from written material and follow written instructions; to analyze situations quickly and reach sound conclusions; to remain calm and function effectively in emergency situations; to learn and study on one's own time, to follow instruction and anticipate needs.

**Competency, Knowledge, Skills, and Abilities**

Knowledge of Incident Command System (ICS), applicable government codes, terminology and procedures used in the fire service, use of appropriate incident management equipment, and appropriate training and certification for assigned tasks.

**Licenses/Certificates**

Valid California driver's license

Obtain Title 22-compliant Public Safety-First Aid and CPR certification to respond to incidents and must maintain current certification thereafter.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

## **POSITION DESCRIPTION**

### **EMERGENCY MEDICAL RESPONDER (NON-FIREFIGHTING)**

#### **DEFINITION**

Under general supervision of company officer at scene or higher level of medically trained personnel (such as EMT or Paramedic). An Emergency Medical Responder responds to medical aid calls; administers emergency medical care; and does other related work as directed. At no time shall a department member exceed their level of training

#### **EXAMPLES OF DUTIES**

Responds to emergency medical calls and non-emergency calls (not requiring training as a Firefighter) to assist as member of the Mariposa County Fire Department; operates medical equipment; radio use; cleans and maintains station quarters and grounds; cleans, maintains and tests emergency medical equipment; analyze situation quickly and reach sound conclusions; participates in appropriate training sessions; compiles and submits information such as Advisory Notices.

#### **DISTINGUISHING CHARACTERISTICS**

Medical responders provide emergency medical care while in emergency situations. The work requires an understanding of lifesaving methods gained through specialized training and through experience. Medical responders do not train on firefighting techniques and should not respond to fire or potential fire incidents such as vehicle accidents to perform the tasks of a firefighter. Medical responders are for medical response only or public assist non-emergency calls not requiring training as a Firefighter (or a possible fire hazard). Medical responders will not respond in a fire apparatus with water tank and pump without at least one trained/qualified firefighter Driver Operator with appropriate PPE who would be able to act on a fire if needed. Medical responders will not engage into the scene of a vehicle accident but can be available in an area away from the hazard to perform or assist in medical care with appropriate reflective PPE. Supervision is normally received from the company officer at scene or higher level of medically trained personnel (such as EMT or Paramedic).

#### **QUALIFICATIONS**

##### **Minimum Knowledge, Skills, Abilities, and Personal Characteristics**

Ability to remember and learn from oral instruction; to comprehend and learn from written material and follow written instructions; to analyze

situations quickly and reach sound conclusions; to remain calm and function effectively in emergency situations; to present information and ideas to individuals or groups working as an effective team member; to perform work activities which require endurance, balance, coordination, arm and shoulder strength, leg and back strength; to learn the terminology and procedures commonly utilized in an EMS setting, Willingness to work in a hazardous environment and risk personal safety if necessary, to learn and study on one's own time, to follow instructions,

### **Competency, Knowledge, Skills, and Abilities**

Knowledge of applicable government codes, terminology and procedures used in fire and EMS settings, use of medical response equipment and medical protocols governing first responder field operations. Ability to remaining calm and function affectively in emergency situations.

Skills: Operating a variety of medical diagnostic equipment, performing basic life support patient assessments, providing complete patient status to responding ambulance personnel, treating injuries and symptoms as appropriate, preparing records and forms as requested or required.

### **Licenses/Certificates**

Valid California driver's license.

Obtain Title 22-compliant Public Safety-First Aid and CPR or higher level of medical training and maintain certifications. Complete and maintain, hazardous materials awareness; confined space; trench awareness; carbon monoxide awareness; and basic scene safety training.

### **PHYSICAL QUALIFICATIONS**

Candidates for Medical Responder may be required to meet such medical and physical standards as per department physicals policy to perform the above duties including patient movement, lifting or assisting patient movement.

Ability to sit, stand, walk, kneel, drive, and lift 50 pounds; exposure to heat, cold, extreme noise, outdoors, and available for on-call emergency response.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**



# MARIPOSA COUNTY

Public Works • 209 966 5356



G.3

## **RESOLUTION - ACTION REQUESTED 2021-152**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Accept Transportation Right-Of-Way Land Donation - Yosemite West

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### **RECOMMENDATION AND JUSTIFICATION:**

Accept Fee Title Ownership of the Roadway Right-of-Way within the Borders of the Yosemite West Unit 1 Subdivision with No Change to the Existing Road Maintenance Funding Responsibilities and/or Funding Processes.

James Higuchi, on behalf of 40 Acres, Inc., a California Corporation; Yosemite Highlands, Inc., a California Corporation; and Yosemite West Associates, a California limited partnership; are desirous of granting the roads within the Yosemite West Subdivision to the County of Mariposa in fee title via Quitclaim Deed. To complete the Action, the County needs to accept or reject the proposed title transfer.

Staff recommendation in this matter is to accept fee title ownership of the roadways within the borders of the Yosemite West Unit 1 subdivision, as illustrated in attachments labeled Land Donation Exhibit 1a, 1b and 1c, with no change of the existing road maintenance responsibilities but rather it will simply transfer ownership of land. Again, by accepting ownership this action will not add the subdivision roads to the County Maintained Road system.

In the event that acceptance of this item adds costs to the County roads liability insurance coverage in the future, staff recommends that any additional costs directly attributable to this acquisition be charged to the Yosemite West Road Fund. Staff has sought input from our insurance carrier and can report that at present there is no additional insurance liability costs associated with the proposed acceptance.

At the time of the creation of the subdivision the County accepted the right-of-ways as easements for public use within the subdivision. The fee title ownership and the public right-of-ways encumber the same tract of lands, the boundaries being the same. The public right-of-way is an overlay of the fee title land. Accepting the fee title ownership will remove a layer of complexity for adjoining lot owners when modifying lot boundaries to accommodate development of vacant lots which are constrained and limited by the terrain. Currently, several structures encroach into the public right-of-way and most vacant lots could potentially benefit from some adjustment of the public

right-of-way.

Public Works has consulted our colleagues in the Planning Department regarding this matter and they are supportive of this action as acceptance of ownership will eliminate the requirement of approval by 40 Acres, Inc. to process and complete lot line adjustments thus resulting in a less lengthy and cumbersome planning review process.

#### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Yosemite West Subdivision was created by the recordation of the Map of Yosemite West Unit 1, August 1, 1967 as Map No. 1511 and the recordation of the Amended Map of Portion of Yosemite West Unit 1, April 16, 1968 as Map No. 1599, both in Mariposa County Records.

Map No. 1599 was recorded correcting some of the dimensions of some lots but did not change the intent or content of the original map.

Both maps delineate the lot ownership as ending at the right-of-way lines of the roadways, the roadway being an independent contiguous strip of land throughout the subdivision.

The owners "Offered for Dedication to the public use all streets, avenues and easements" thereon and the County Clerk on behalf of the Board of Supervisors, "did accept in behalf of the public, all of the streets, roads, avenues, and easements shown thereon as dedicated to public use."

The Offer and acceptance were made as easements only, not in fee title.

As lots within the Subdivision were sold, this has resulted in independent ownership of the lots which are entitled to the public use easement over the roadways, with the area under the public roadways being held in fee title by the original owners/developers of the subdivision.

The original ownership consisted of two Corporations, 40 Acres Inc., and Yosemite Highlands Inc., a California limited partnership, Yosemite West Associates. All three entities were controlled by the same individuals, commonly known as the "Doctors" group.

The roadways have never been accepted into nor are a part of the County Road maintenance system nor does this action proposed to do so. The road maintenance is the responsibility of the Yosemite West Maintenance District. Each of the lot owners within the Subdivision pay a monthly fee for the maintenance of the roadways delineated on Map No. 1511.

The current heirs which control the three corporations, have sold off all of their remaining properties in the area and are moving to dissolve the three corporations.

This action will complete the distribution of the corporation lands.

In the past, to facilitate development of lots, portions of the right-of-way have been vacated and abandoned. This allows individuals to build closer to the physical road surface, making some lots more financially constructible. However to complete such action also required a Lot Line Adjustment to attach the ownership of the additional lands to the individual lot. A Lot Line Adjustment required the co-operation and signatures of the Corporations. Being the Corporations are dissolving, future applicants will not be able to resolve their issue, potentially rendering some lots less attractive for construction from a financial and practical standpoint.

Accepting the fee title ownership of the roadways will remove some steps in the process, shortening the time frame for lot owners to adjust lot boundaries to accommodate lot development.

Previous Board Actions have approved the vacation and abandonment of public right-of-way to accommodate construction of new homes and/or to correct past occurrences of buildings which were encroaching into the public right-of-way and across property lines.

Potential consequences of accepting the fee title could trigger additional similar requests within the County, particularly for roads in any major subdivision recorded prior to approximately 1985. This could include but not be limited to Wawona, Fish Camp, Ponderosa Basin (currently County Maintained), Lushmeadows (currently County maintained), Mariposa Pines (currently County maintained), Quail Ridge Estates, Bridgeport Oaks, as well as any major subdivision recorded prior to approximately 1985. Additional requests would require an offer by the current subdivision owners.

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If the Board of Supervisors does not accept the fee title transfer, the right-of-way will remain unchanged. However, the fee title of the roadways will enter into a title limbo and lot owners will likely not be able to resolve building issues relative to the terrain. In cases where existing structures are within the right-of-way, the owners would also be prevented from resolving their property boundary issues which could affect the ability to qualify for home loans and or property insurance.

#### **FINANCIAL IMPACT:**

**There is no Financial Impact associated with this item.**

#### **ATTACHMENTS:**

**Y W Roads Land Deed (PDF)**  
**YWroadsAcceptResol (1) (002) (003) (DOC)**  
**Land Donation YW Exhibit 1a (PDF)**  
**Land Donation YW Exhibit 1b (PDF)**  
**Land Donation YW Exhibit 1c (PDF)**  
**Y W Roads Recommended for Acceptance (PDF)**

**Y W Totality of Roads Offered (PDF)**  
**YWroadsAcceptResol (1) (002) (PDF)**  
**PUBLIC INPUT - Email from Katie Weber (PDF)**  
**PUBLIC INPUT - Email from Kimberley O'Neil (PDF)**  
**PUBLIC INPUT - Email from William Podolsky (PDF)**  
**PUBLIC INPUT - Email from Kevin Bond (PDF)**

**RESULT: WITHDRAWN AND RESCHEDULED    Next: 3/23/2021 9:00 AM**

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT TO:

Arthur Rinsky  
Royse Law Firm, PC  
149 Commonwealth Drive, Suite 1001  
Menlo Park, CA 94025

Space Above This Line for Recorder's Use Only

## Quitclaim Deed

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ 0

☒ computed on the consideration or full value of property conveyed, OR

☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

☒ unincorporated area ☐ City of \_\_\_\_\_, and

FOR NO CONSIDERATION, the following Grantors,

**40 Acres, Inc., a California corporation**  
**Yosemite Highlands, Inc., a California corporation**  
**Yosemite West Associates, a California limited partnership**

hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to:

**Mariposa County, a political Subdivision of the state of California**

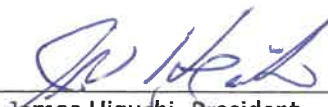
All of the Grantors' interests in the following described real property in the County of **Mariposa**, State of **California**:

**See Exhibit "A" attached hereto and made a part hereof**

Dated: August 1, 2019

40 Acres, Inc., a California corporation

By:

  
James Higuchi, President

Yosemite Highlands, Inc. a California corporation

By:

  
James Higuchi, President

Yosemite West Associates,  
a California limited partnership

By: 40 Acres, Inc, a California corporation,  
as General Partner

  
James Higuchi, President

Attachment: Y W Roads Land Deed (RES-2021-152 : Accept Transportation Right-Of-Way Land Donation - Yosemite West)

## Grant Deed - continued

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF **CALIFORNIA** )SS  
COUNTY OF **SANTA CLARA** )

On AUG 01, 2019, before me, AVTAR S. NAT, Notary Public, personally appeared JAMES HIGUCHI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Avatar S. Nat



This area for official notarial seal

**Mail Tax Statements To: Mariposa County, a political subdivision of the state of California**  
**P.O. Box 784**  
**Mariposa, CA 95338**

Attachment: Y W Roads Land Deed (RES-2021-152 : Accept Transportation Right-Of-Way Land Donation - Yosemite West)

**Exhibit "A"**

All that real property situated in the State of California, County of Mariposa and described as follows:

**PARCEL ONE:**

The South half of the South half of the Northwest quarter of Section 25, Township 3 South, Range, 20 East, M.D.B.&M., according to Official Plat Thereof.

Excepting therefrom all that portion lying within Yosemite West Subdivision, Unit No. 1, as delineated on Survey Map, recorded August 1, 1967 as Map No. 1511, Mariposa County Records.

More specifically known as all the roads located therein.

**PARCEL TWO:**

That certain road known as Indian Springs Road, located within The Southeast quarter of Section 22, Township 3 South, Range 20 East, M.D.B.&M., and the Southwest quarter of Section 23, Township 3 South, Range 20 East, M.D.B.&M., according to United States Government Township Plats thereof.

**PARCEL THREE:**

All the roads located within all of the portion of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 3 South, Range 20 East, M.D.B.&M. outside of the lots as shown on the map of Yosemite West unit 1 recorded as map no. 1511 of Mariposa County Records.

Excepting therefrom all those portion of land described in lot line adjustments, more particularly described as follows:

Grant Deed in favor of Donald W. Pitts and Kay L. Pitts, recorded January 3, 2002 as document no. 2020040.

Grant Deed in favor of Jerry L. Jackman and Rea A. Jackman, Trustees of the 1992 Jackman Family Trust, recorded December 7, 2011 as document no. 20114491.

Grant Deed in favor of Larry Newsom Estate, recorded August 9, 2016 as document no. 20162794.

Grant Deed in favor of George T. Montplaisir and Patricia A. Montplaisir, Trustees of the George T. Montplaisir and Patricia A. Montplaisir 1991 Trust, recorded August 9, 2016 as document no. 20162795.

ALSO Excepting therefrom all those certain tract of land described in Grant Deed to Neil E. Pack, recorded June 9, 2006 as document no. 2063402 and Grant Deed to Ronald Cunningham, ET UX, recorded September 11, 2018 as document no. 20183048.

**MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. \_\_\_\_\_**

**A Resolution Accepting a Portion of the Conveyance by Quitclaim Deed for the Ownership of the Roadways Within the Boundaries of Yosemite West Unit 1, as Unit 1 is Delineated on the Subdivision Map Recorded August 1, 1967 in the Book of Maps at page 1511, Mariposa County Records, and by the Amended Map of Portion of Yosemite West Unit 1, recorded April 16, 1968 in the Book of Maps, Page 1599, all in Mariposa County Records.**

**WHEREAS**, Yosemite West Unit 1 was created by the Map of Yosemite West Unit 1, recorded August 1, 1967 in the Book of Maps, Page 1511, and by the Amended Map of Portion of Yosemite West Unit 1, recorded April 16, 1968 in the Book of Maps, Page 1599, all in Mariposa County Records; and

**WHEREAS**, within the boundaries of Yosemite West Unit 1, all streets, avenues and easements were offered for dedication for public use; and

**WHEREAS**, the offer of dedication was accepted on behalf of the public; and

**WHEREAS**, the offer of dedication was made for an easement, not as fee title. The fee title was retained by 40 Acres, Inc., a California Corporation, Yosemite Highlands, Inc., a California Corporation, and Yosemite West Associates, a California limited partnership; and

**WHEREAS**, the entities wish to terminate their ownership of all streets, avenues and road right-of-way within Yosemite West Unit 1; and

**WHEREAS**, the boundaries of the easements offered and accepted for dedication are identical to the fee simple interest now offered; and

**WHEREAS**, 40 Acres, Inc., Yosemite Highlands, Inc. and Yosemite West Associates, a California limited partnership have by quitclaim deed hereby remised, released and forever quitclaimed to Mariposa County, all interests in the real property described in Exhibit A of said quitclaim deed; and

**WHEREAS**, Inter-County Title Company has issued a proforma, which guarantees the County of Mariposa fee title ownership.

**NOW, THEREFORE, BE IT RESOLVED** by the Mariposa County Board of Supervisors as follows:

1. The conveyance of roadways has been made by quitclaim deed, dated August 1, 2019 from 40 Acres, Inc., Yosemite Highlands, Inc., and Yosemite West Associates, a California limited partnership to Mariposa County a, political subdivision of the State of California, which describes the roadways in the Exhibit A thereto, and by reference is made a part hereof.
2. This is to certify that the interest in real property conveyed by the quitclaim deed dated August 1, 2019 from 40 Acres, Inc., Yosemite Highlands, Inc., and Yosemite West Associates, a California limited partnership[ to Mariposa County a, political subdivision of the State of California, is hereby accepted by the County of Mariposa, by and through its Board of Supervisors, but only as to all that portion of the roadways, streets, and avenues described in the quitclaim deed that are within the boundaries of Yosemite West Unit 1, as said boundaries are delineated on said Map 1511 and said Amended Map 1599.
3. The County of Mariposa, by and through its Board of Supervisors, hereby rejects and does not accept any and all portions of said described roads which are situated outside of the exterior boundaries of said Yosemite West Unit 1, as said boundaries are delineated on Map No. 1511 and Amended Map No. 1599.
4. All existing public easements will remain in place.

5. The County of Mariposa does not accept any of the said roads for maintenance. The maintenance of the roads within the exterior boundaries of Yosemite West Unit 1 will remain with the Yosemite West Maintenance District.
6. A certified copy of this Resolution shall be recorded in the office of the Mariposa County Recorder by the Clerk of the Board, and upon such recordation of this Resolution and said quitclaim deed, the acceptance by the County of Mariposa of all real property deeded by way of the quitclaim deed shall be deemed complete.

ON MOTION BY Supervisor, \_\_\_\_\_ seconded by Supervisor, \_\_\_\_\_  
 \_\_\_\_\_ this resolution is duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by the following

vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

\_\_\_\_\_  
 Marshall Long, Chair  
 Board of Supervisors

ATTEST:

\_\_\_\_\_  
 Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

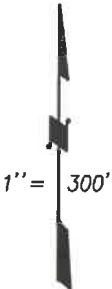
\_\_\_\_\_  
 Steven W. Dahlem, County Counsel

YOSEMITE WEST SUBDIVISION, UNIT 1 & YOSEMITE WEST CONDOMINIUMS  
(PORTION SECTIONS 23, 24, 25 & 26, T.3S., R.20E., M.D.B.&M.)

Tax Area Code  
51000  
51018

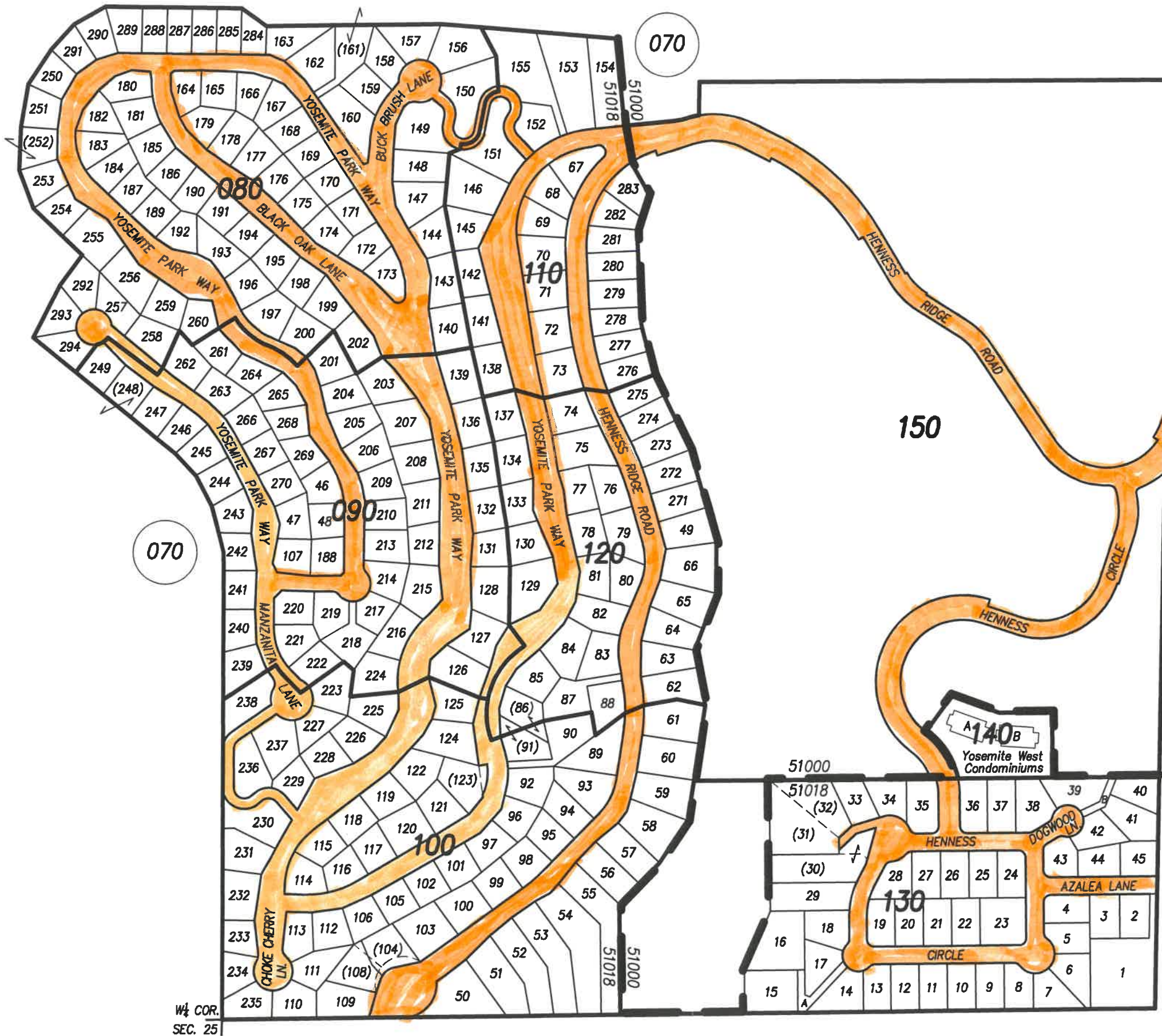
06-INDEX II

N 1/4 COR.  
SEC. 25



ASSESSOR'S PLATS ARE FOR GENERAL  
PROPERTY LOCATION AND TAX PURPOSES  
ONLY. THEY MAY NOT BE USED AS A BASIS  
FOR LEGAL PROPERTY DESCRIPTIONS.

| YOSEMITE WEST SUBDIVISION |       |
|---------------------------|-------|
| LOT#                      | PAGE# |
| A-B                       | 130   |
| 1-45                      | 130   |
| 46-48                     | 090   |
| 49                        | 120   |
| 50-61                     | 100   |
| 62-66                     | 120   |
| 67-73                     | 110   |
| 74-88                     | 120   |
| 89-106                    | 100   |
| 107                       | 090   |
| 108-125                   | 100   |
| 126-128                   | 090   |
| 129-130                   | 120   |
| 131-132                   | 090   |
| 133-134                   | 120   |
| 135-136                   | 090   |
| 137                       | 120   |
| 138                       | 110   |
| 139                       | 090   |
| 140                       | 080   |
| 141-142                   | 110   |
| 143-144                   | 080   |
| 145-146                   | 110   |
| 147-150                   | 080   |
| 151-155                   | 110   |
| 156-187                   | 080   |
| 188                       | 090   |
| 189-200                   | 080   |
| 201                       | 090   |
| 202                       | 080   |
| 203-222                   | 090   |
| 223                       | 100   |
| 224                       | 090   |
| 225-238                   | 100   |
| 239-249                   | 090   |
| 250-260                   | 080   |
| 261-270                   | 090   |
| 271-275                   | 120   |
| 276-283                   | 110   |
| 284-294                   | 080   |

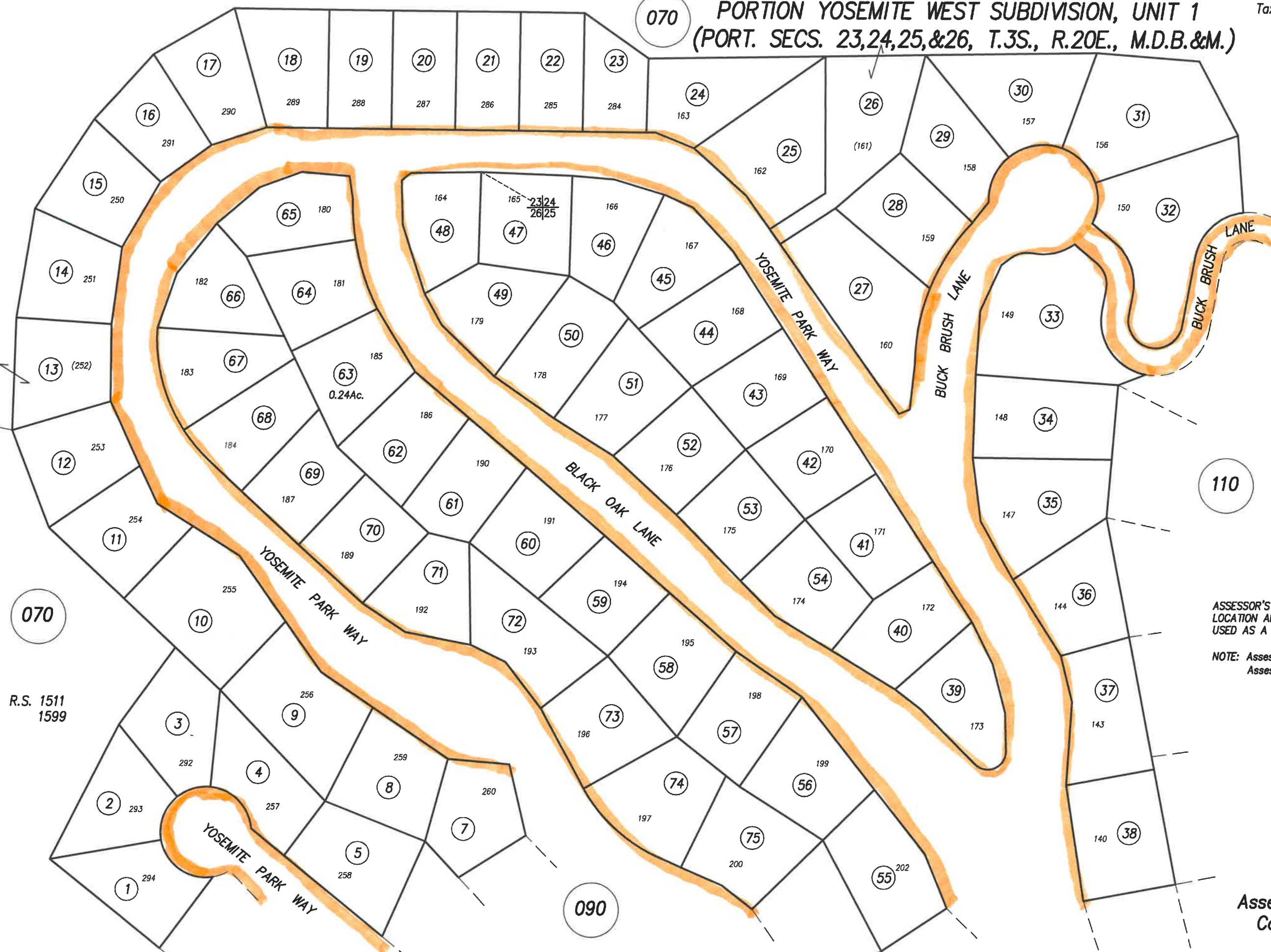
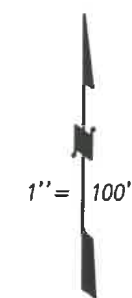


W 1/4 COR.  
SEC. 25

INDEX II  
BOOK 06

Assessor's Maps  
County of Mariposa, Calif.  
2019

070 PORTION YOSEMITE WEST SUBDIVISION, UNIT 1  
(PORT. SECS. 23,24,25,&26, T.3S., R.20E., M.D.B.&M.)



R.S. 1511  
1599

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY  
LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE  
USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

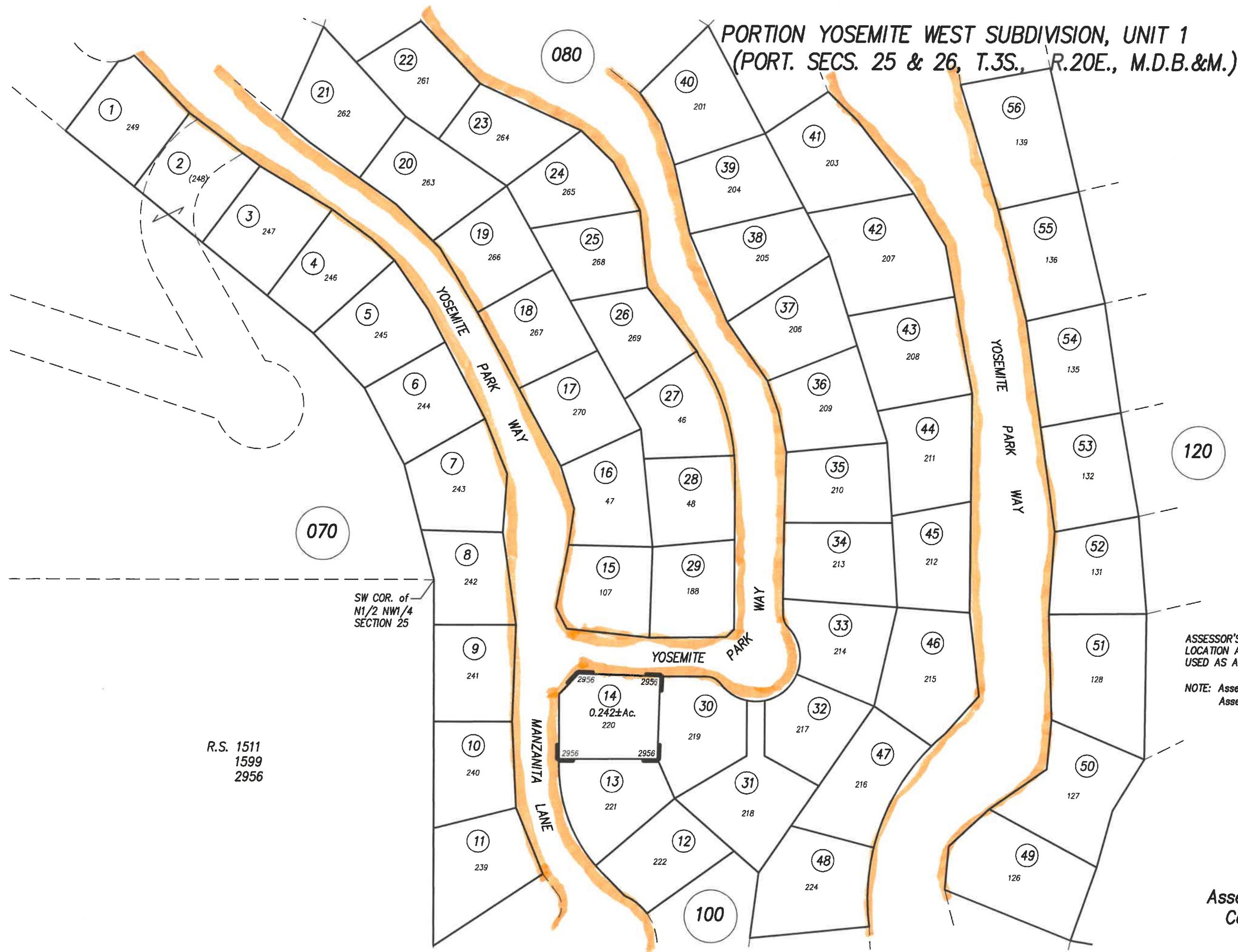
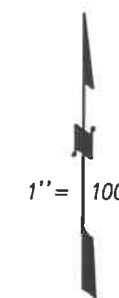
NOTE: Assessor's Parcel Numbers Shown in Small Circles.  
Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk.06-Pg.080  
County of Mariposa, Calif.  
2020

PORTION YOSEMITE WEST SUBDIVISION, UNIT 1  
(PORT. SECS. 25 & 26, T.3S., R.20E., M.D.B.&M.)

Tax Area Code  
51018

06-090



ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY  
LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE  
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NOTE: Assessor's Parcel Numbers Shown in Small Circles.  
Assessor's Block Numbers Shown in Ellipses.

R.S. 1511  
1599  
2956

SW COR. of  
N1/2 NW1/4  
SECTION 25

MANZANITA LANE

YOSEMITE PARK WAY

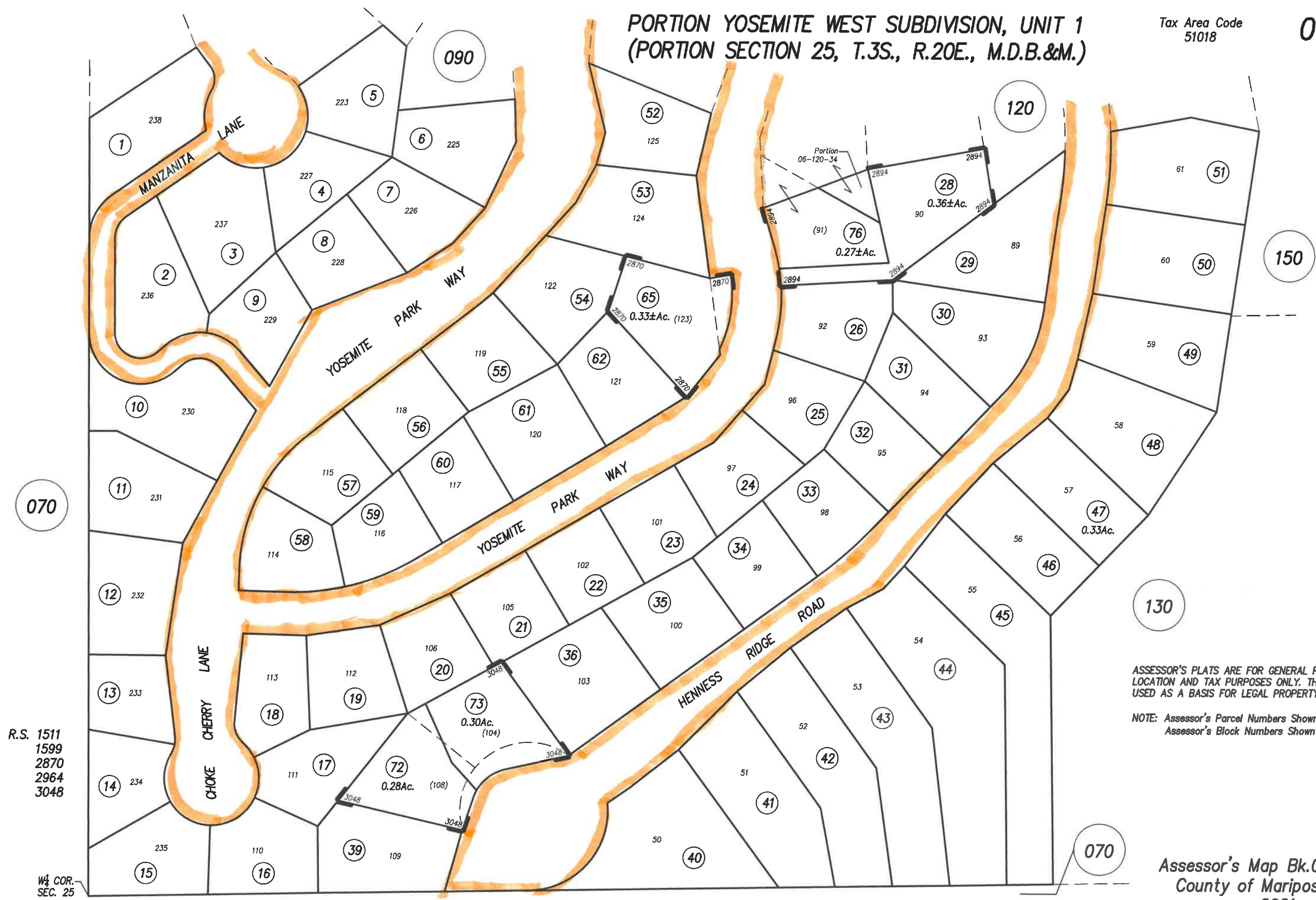
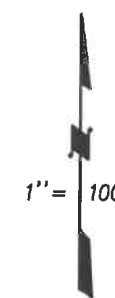
YOSEMITE PARK WAY

Assessor's Map Bk.06-Pg.090  
County of Mariposa, Calif.  
2020

Tax Area Code  
51018

06-100

PORTION YOSEMITE WEST SUBDIVISION, UNIT 1  
(PORTION SECTION 25, T.3S., R.20E., M.D.B.&M.)



ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY  
LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE  
USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

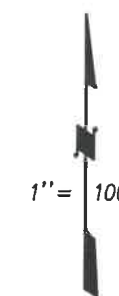
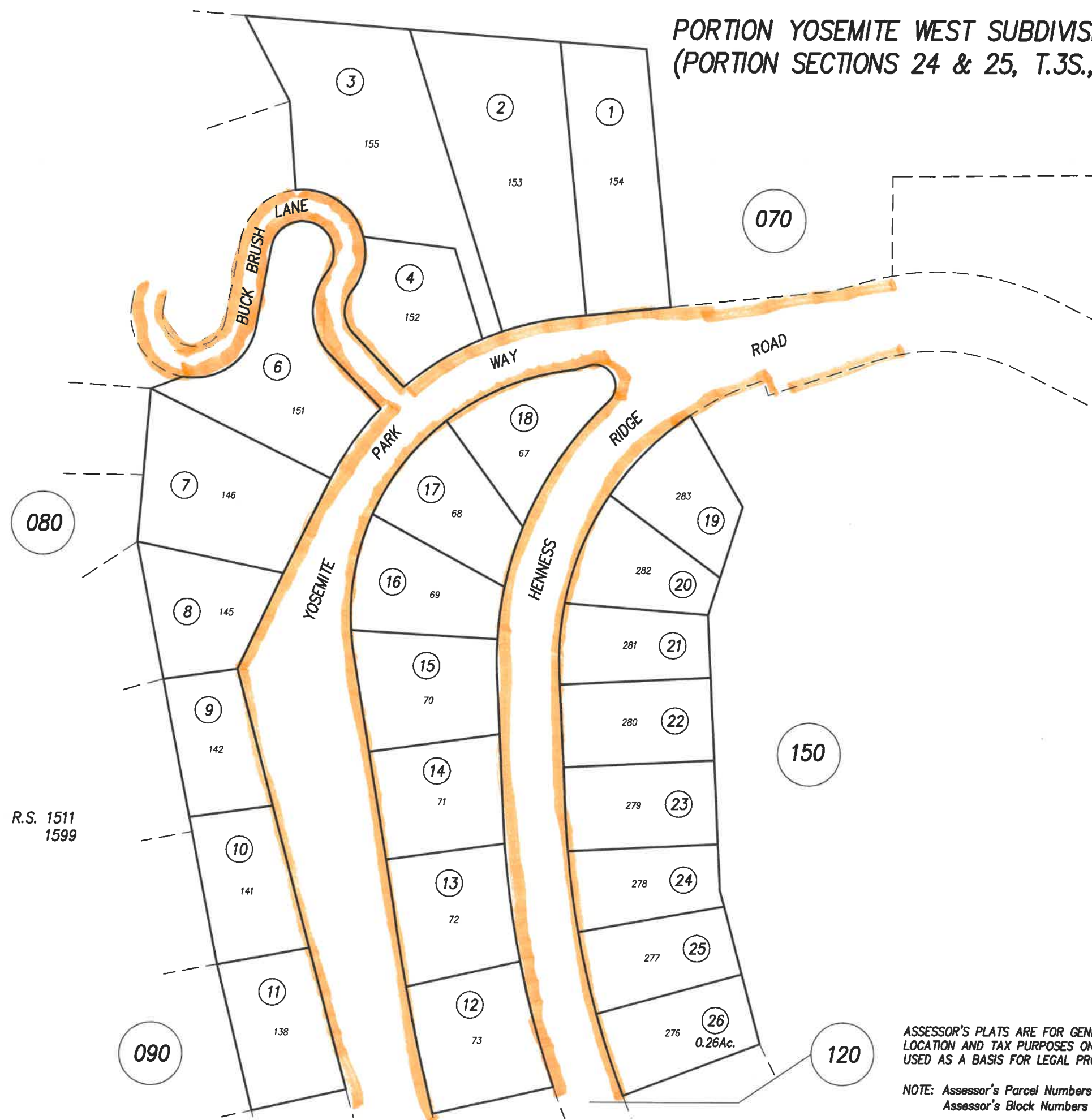
NOTE: Assessor's Parcel Numbers Shown in Small Circles.  
Assessor's Block Numbers Shown in Ellipses.

R.S. 1511  
1599  
2870  
2964  
3048

W<sup>1</sup>/<sub>4</sub> COR.  
SEC. 25

Assessor's Map Bk.06-Pg.100  
County of Mariposa, Calif.  
2021

PORTION YOSEMITE WEST SUBDIVISION, UNIT 1  
(PORTION SECTIONS 24 & 25, T.3S., R.20E., M.D.B.&M.)



ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY  
LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE  
USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

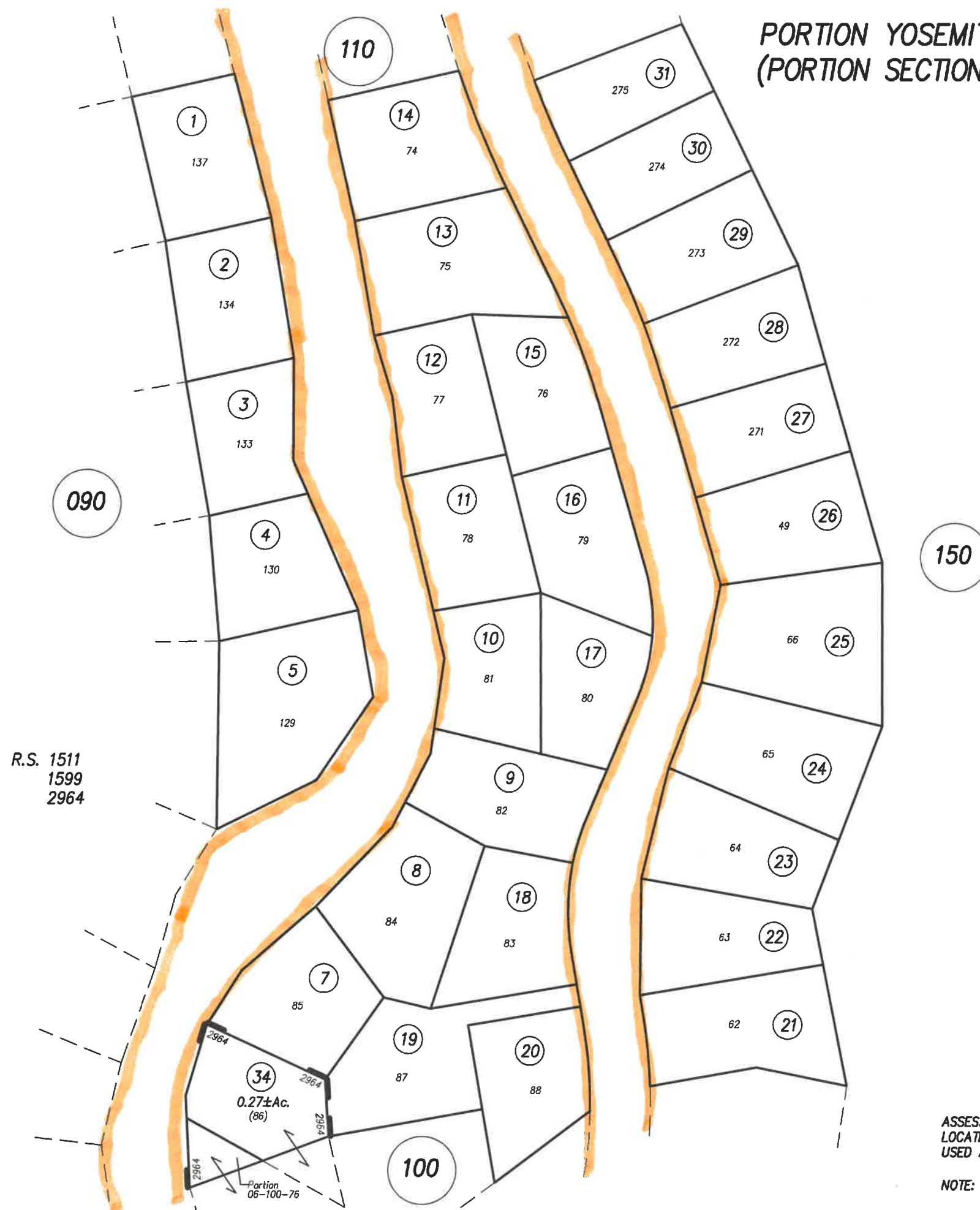
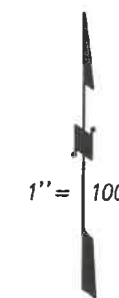
NOTE: Assessor's Parcel Numbers Shown in Small Circles.  
Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk.06-Pg.110  
County of Mariposa, Calif.  
2006

Tax Area Code  
51018

06-120

# PORTION YOSEMITE WEST SUBDIVISION, UNIT 1 (PORTION SECTION 25, T.3S., R.20E., M.D.B.&M.)



R.S. 1511  
1599  
2964

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY  
LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE  
USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

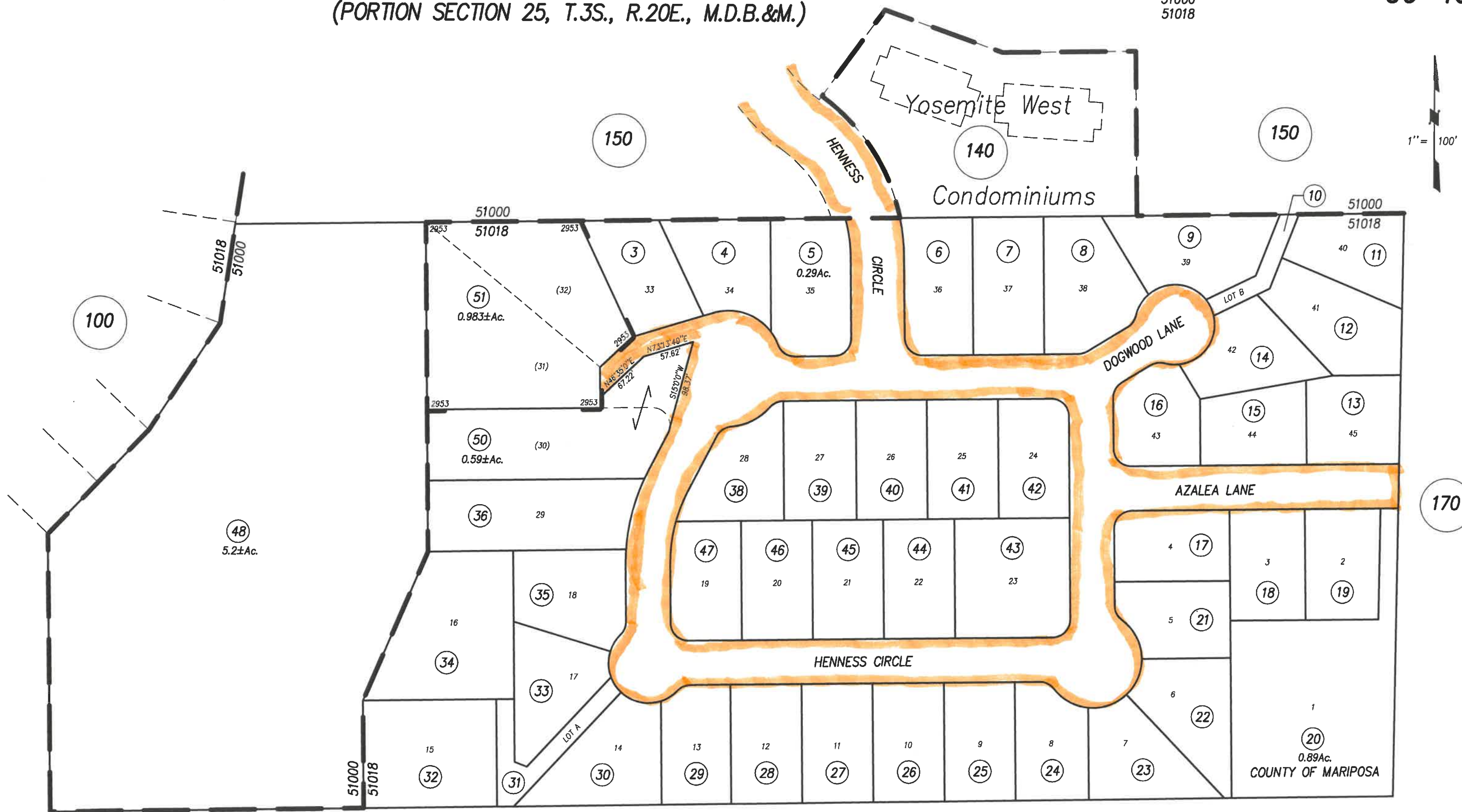
NOTE: Assessor's Parcel Numbers Shown in Small Circles.  
Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk.06-Pg.120  
County of Mariposa, Calif.  
2017

PORTION YOSEMITE WEST SUBDIVISION, UNIT 1  
(PORTION SECTION 25, T.3S., R.20E., M.D.B.&M.)

Tax Area Code  
51000  
51018

06-130



R.S. 1511  
1599  
2953

NOTE: Assessor's Parcel Numbers Shown in Small Circles.  
Assessor's Block Numbers Shown in Ellipses.

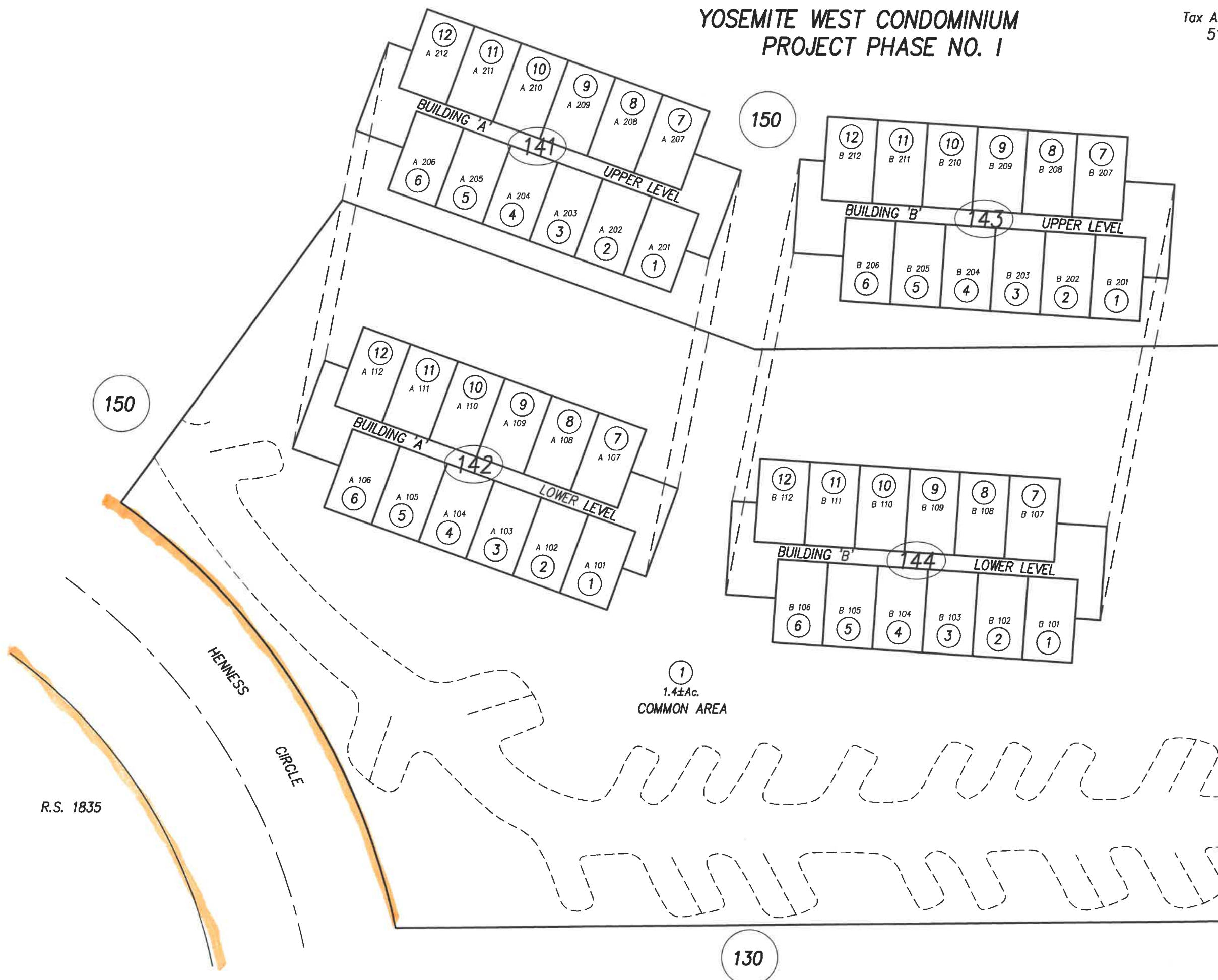
ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY  
LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE  
USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

Assessor's Map Bk.06-Pg.130  
County of Mariposa, Calif.  
2018

# YOSEMITE WEST CONDOMINIUM PROJECT PHASE NO. 1

Tax Area Code  
51018

06-140



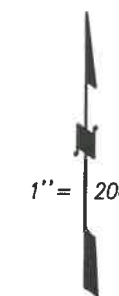
ASSESSOR'S PLATS ARE FOR GENERAL  
PROPERTY LOCATION AND TAX PURPOSES  
ONLY. THEY MAY NOT BE USED AS A BASIS  
FOR LEGAL PROPERTY DESCRIPTIONS.

NOTE - Assessor's Parcel Numbers  
Shown in Small Circles.  
Assessor's Block Numbers  
Shown in Ellipses.

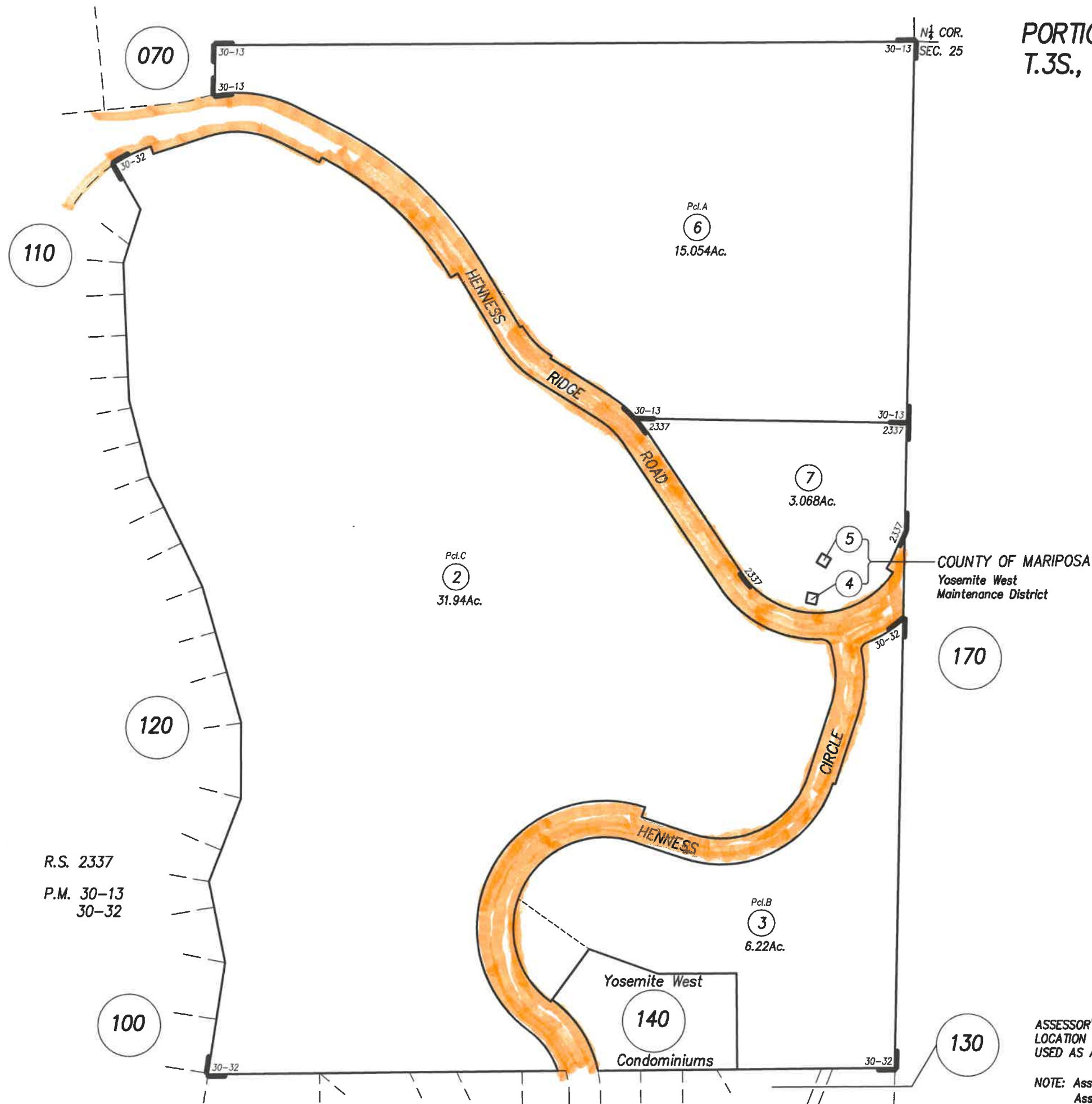
Assessor's Map Bk.06-Pg.140  
County of Mariposa, Calif.  
2019

Tax Area Code  
51000

06-150



PORTION NW<sup>1</sup>/<sub>4</sub> SECTION 25,  
T.3S., R.20E., M.D.B.&M.



ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY  
LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE  
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NOTE: Assessor's Parcel Numbers Shown in Small Circles.  
Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk.06-Pg.150  
County of Mariposa, Calif.  
2019

# MAP OF YOSEMITE WEST UNIT I MARIPOSA COUNTY

MAP NO. 1511

 Parcel 1  
 Parcel 3

BEING A SUBDIVISION OF A PORTION  
OF THE N.W. 1/4 OF SEC. 25, THE  
S.W. 1/4 SEC. 24, THE S.E. 1/4 SEC.  
23, AND THE N.E. 1/4 SEC. 26, ALL IN  
T. 3 S., R. 20 E., M. D. B. & M.

## ENGINEER'S CERTIFICATE:

I, JAMES W. TOLLADAY, hereby certify  
that I am a registered Civil Engineer of the State of California,  
that this map consisting of 14 sheets correctly represents  
a survey made by me or under my direction in JULY  
1966, that the survey is true and complete as shown, that all  
monuments of the character shown hereon shall be set on or be-  
fore SEPT. 30, 1968, in the positions indicated, and  
that the said monuments will be sufficient to enable the survey  
to be retraced.

Date SEPT. 2, 1966 James W. Tolladay R.C.E. No. 10990



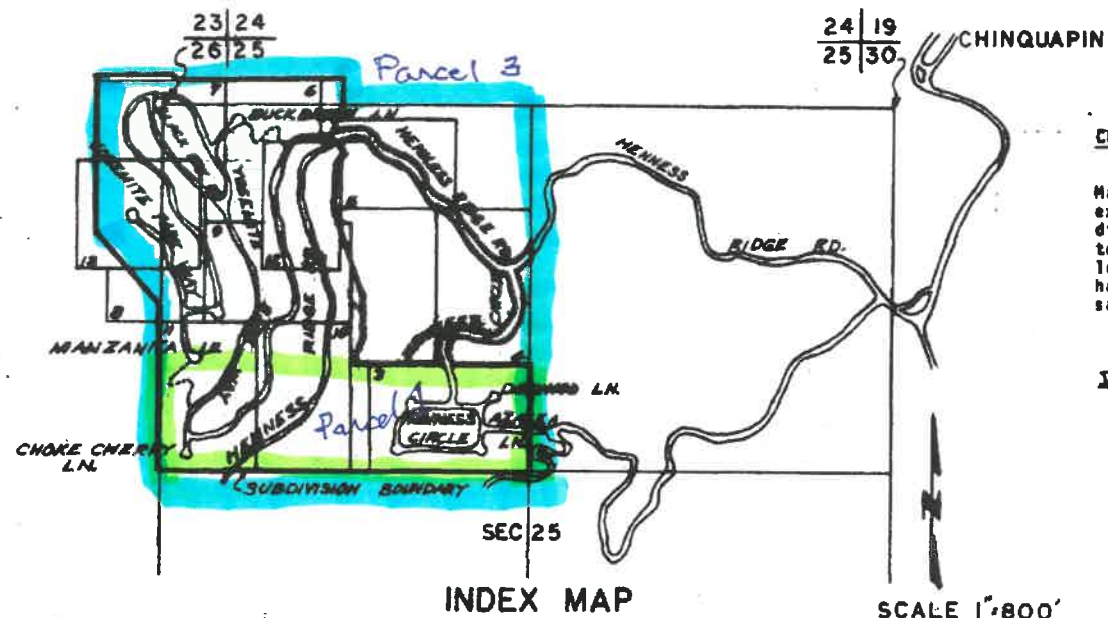
## BASIS OF BEARING

All bearings based on Solar Observation.  
Taken on April 15, 1966.

## LEGEND

-  Monuments found as described
-  Monuments set, 3/4" Iron Pipe or 5/8" re-bar where hard ground is encountered
-  Public Utility Easement and road slope encroachment
-  Blue line indicates Subdivision Boundary
-  Refers to curve data
-  N 93°36'37" W R Indicates line is radial
-  Drainage Swales

SHEET 1 OF 14 SHEETS



## COUNTY SURVEYOR'S CERTIFICATE:

I, Clyde V. Jones, County Surveyor of the County of Mariposa, State of California, hereby certify that I have examined the map of Yosemite West-Unit 1 and that said subdivision is substantially the same as it appeared on the tentative map, and that all provisions of state laws and local ordinances governing the filing of subdivision maps have been complied with, and that I am satisfied that the same is technically correct.

Date: 30 June 1967

Clyde V. Jones  
County Surveyor R.C.E. 6888

## RECORDER'S CERTIFICATE:

Recorded at the request of Yosemite Highlands Inc.  
at 45 minutes past 9:00 am on the 1st day of August,  
1967, in the office of the County Recorder of the County of  
Mariposa, State of California, in book of maps at page 1511.

Fee: \$37.00

Harold J. Rowney  
County Recorder

By Barbara L. Jones  
Deputy

MAP NO. 1511

# MAP OF YOSEMITE WEST UNIT I MARIPOSA COUNTY

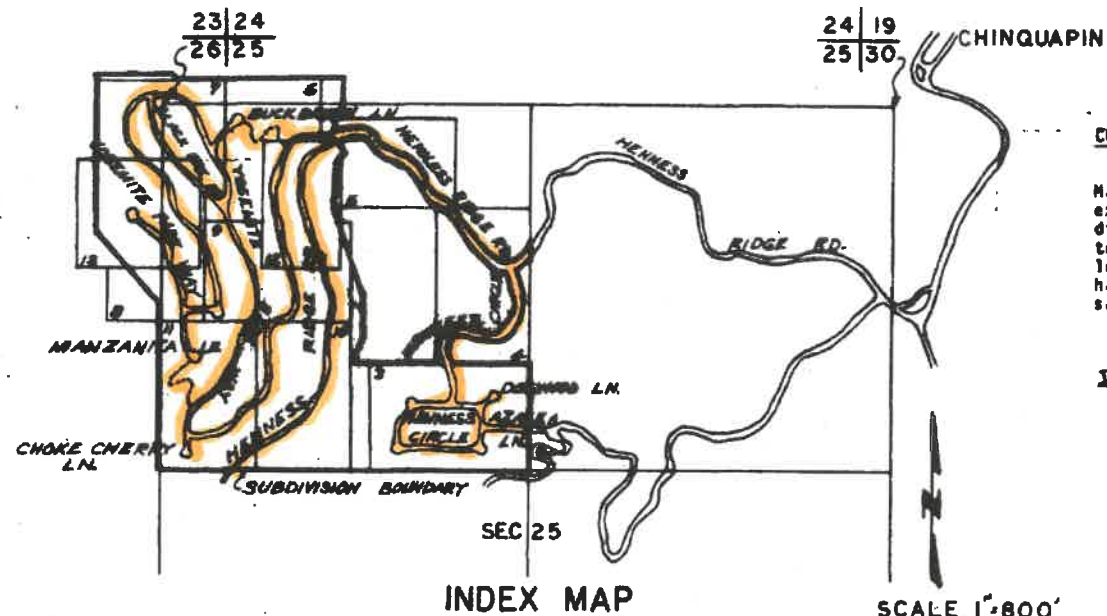
MAP NO. 1511

BEING A SUBDIVISION OF A PORTION  
OF THE N.W. 1/4 OF SEC. 25, THE  
S.W. 1/4 SEC. 24, THE S.E. 1/4 SEC.  
23, AND THE N.E. 1/4 SEC. 26, ALL IN  
T. 3 S., R. 20 E., M. D. B. 4 M.

**ENGINEER'S CERTIFICATE:**

I, JAMES W. TOLLADAY, hereby certify  
that I am a registered Civil Engineer of the State of California,  
that this map consisting of 14 sheets correctly represents  
a survey made by me or under my direction in JULY  
1966, that the survey is true and complete as shown, that all  
monuments of the character shown hereon shall be set on or be-  
fore SEPT. 30, 1968, in the positions indicated, and  
that the said monuments will be sufficient to enable the survey  
to be retraced.

Date SEPT. 2, 1966 James W. Tolladay R.C.E. No. 10990

**COUNTY SURVEYOR'S CERTIFICATE:**

I, Clyde V. Jones, County Surveyor of the County of  
Mariposa, State of California, hereby certify that I have  
examined the map of Yosemite West-Unit 1 and that said sub-  
division is substantially the same as it appeared on the  
tentative map, and that all provisions of state laws and  
local ordinances governing the filing of subdivision maps  
have been complied with, and that I am satisfied that the  
same is technically correct.

Date 30 June 1967

Clyde V. Jones  
County Surveyor R.C.E. 6888

**BASIS OF BEARING**

All bearings based on Solar Observation.  
Taken on April 15, 1966.

**LEGEND**

- Monuments found as described
- Monuments set, 3/4" Iron Pipe or 5/8" re-bar where hard ground is encountered
- 15' PUE Public Utility Easement and road slope encroachment
- Blue line indicates Subdivision Boundary
- (19) Refers to curve data
- N 93°36'37" W R Indicates line is radial
- Drainage Swales

**RECORDER'S CERTIFICATE:**

Recorded at the request of Yosemite Highlands Inc.  
at 25 minutes past 9:00 AM on the 1st day of August  
1967, in the office of the County Recorder of the County of  
Mariposa, State of California, in book of maps at page 1511.

Fee: \$31.00

Harold J. Rowney  
County Recorder

By Barbara L. Loya  
Deputy

SHEET 1 OF 14 SHEETS

MAP NO. 1511

MAP NO. 1511

**SOIL REPORT**

In accordance with County of Mariposa Ordinance 271 a preliminary Soil Report was prepared on July 1, 1966 by J. H. Kleinfelder & Associates Consulting Civil Engineers, 2825 East Myrtle Street, Stockton, California the report was signed by James H. Kleinfelder. CE 12841

**COUNTY CLERK'S CERTIFICATE:**

I, Gabrielle Wilson, County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Mariposa, State of California, do hereby certify that the above and foregoing map, entitled Yosemite West-Unit 1 was presented to said Board of Supervisors, as provided by law, at a regular meeting thereof, held on the 17th day of June, 1967 and that said Board of Supervisors thereupon, by resolution duly passed and adopted at said meeting, did approve said map and did accept in behalf of the public, all of the streets, roads, avenues, and easements shown thereon as dedicated to public use.

In Witness Whereof, I have hereto set my hand this 1st day of August, 1967.

County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Mariposa, State of Calif.

By Gabrielle Wilson  
County Clerk

**OWNER'S CERTIFICATE:**

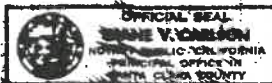
We, the undersigned, being the owners of the lands hereon shown do hereby certify that we caused the same to be surveyed and subdivided into lots for the purpose of sale, that we consent to the making and filing of this map in the office of the County Recorder of the County of Mariposa, and hereby offer for dedication to the public use all streets, avenues and easements hereon shown.

YOSEMITE HIGHLANDS, INC.

James R. Dickson Pres.  
James R. Dickson, M.D., President  
James J. Higuchi Sec.  
James J. Higuchi, Secretary

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) ss

On this 14th day of September, 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara, State of California, residing therein duly commissioned and sworn, personally appeared JAMES R. DICKSON, M.D. known to me to be the President of Yosemite Highlands Inc. and JAMES J. HIGUCHI known to me to be the Secretary of Yosemite Highlands Inc., the Corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.



Diane V. Carlson  
Notary Public

August 16, 1970

**OWNER'S CERTIFICATE:**

We, the undersigned, being the owners of the lands hereon shown do hereby certify that we caused the same to be surveyed and subdivided into lots for the purpose of sale, that we consent to the making and filing of this map in the office of the County Recorder of the County of Mariposa, and hereby offer for dedication to the public use all streets, avenues and easements hereon shown.



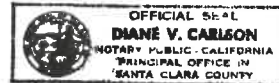
40 ACRES INC.

John J. Doult, Pres.  
John J. Doult, President

James J. Higuchi, Sec.  
James J. Higuchi, Secretary

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) ss

On this 14th day of September, 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara, State of California, residing therein duly commissioned and sworn, personally appeared JOHN J. DOULT known to me to be the President of 40 Acres Inc. and JAMES J. HIGUCHI known to me to be the Secretary of 40 Acres Inc., the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.



Diane V. Carlson  
Notary Public

My commission expires August 16, 1970

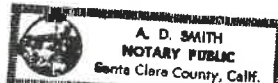
**TRUSTEE'S CERTIFICATE:**

The undersigned TRANSAMERICA TITLE INSURANCE CO., a Corporation, as Trustee, under a deed of trust of record covering the property hereon shown, hereby consents to the making of this subdivision and the filing of this map hereon shown and delineated.

TRANSAMERICA TITLE INSURANCE CO.  
Emily Napp, American Title Ins. Co.  
By Michael P. Jones  
Asst Vice Pres.

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss

On this 15th day of September, 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara, State of California, residing therein duly commissioned and sworn, personally appeared Michael P. Jones known to me to be the Asst Vice Pres. of TRANSAMERICA TITLE INSURANCE CO., the Corporation that executed the within instrument as trustee, and the person who executed the same on behalf of such Corporation, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.



A. D. Smith  
Notary Public A.D. Smith

2/17/68

**TRUSTEE'S CERTIFICATE:**

The undersigned CONTINENTAL TITLE CO., A CALIFORNIA CORP., a Corporation, as Trustee, under a deed of trust of record covering the property hereon shown, hereby consents to the making of this subdivision and the filing of this map hereon shown and delineated.

CONTINENTAL TITLE CO., A CALIF. CORP.

Lee R. Newhaus

STATE OF CALIFORNIA )  
COUNTY OF FRESNO ) ss

On this 12th day of September, 1966, before me the undersigned, a Notary Public in and for the County of Fresno, State of California, residing therein duly commissioned and sworn, personally appeared Lee R. Newhaus known to me to be the President of CONTINENTAL TITLE CO., A CALIFORNIA CORP., the Corporation that executed the within instrument as trustee, and the person who executed the same on behalf of such Corporation, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.



Richard W. Jones  
Notary Public

My commission expires Apr. 30, 1970

**TRUSTEE'S CERTIFICATE:**

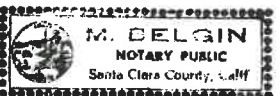
The undersigned TITLE INSURANCE & TRUST CO., a Corporation, as Trustee, under a deed of trust of record covering the property hereon shown, hereby consents to the making of this subdivision and the filing of this map hereon shown and delineated.

Paul E. Pelt  
VICE PRESIDENT

Richard T. Miller  
ASSISTANT SECRETARY

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss

On this 14th day of September, 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara, State of California, residing therein duly commissioned and sworn, personally appeared Paul E. Pelt and Richard T. Miller known to me to be the Vice-Pres. & Asst Sec. of TITLE INSURANCE & TRUST COMPANY, the Corporation that executed the within instrument as trustee, and the person who executed the same on behalf of such Corporation, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.



M. Delgin  
Notary Public

My commission expires 10/21/67

MAP NO. 1511

YOSEMITE WEST UNIT 1  
SHEET 2 OF 14 SHEETS

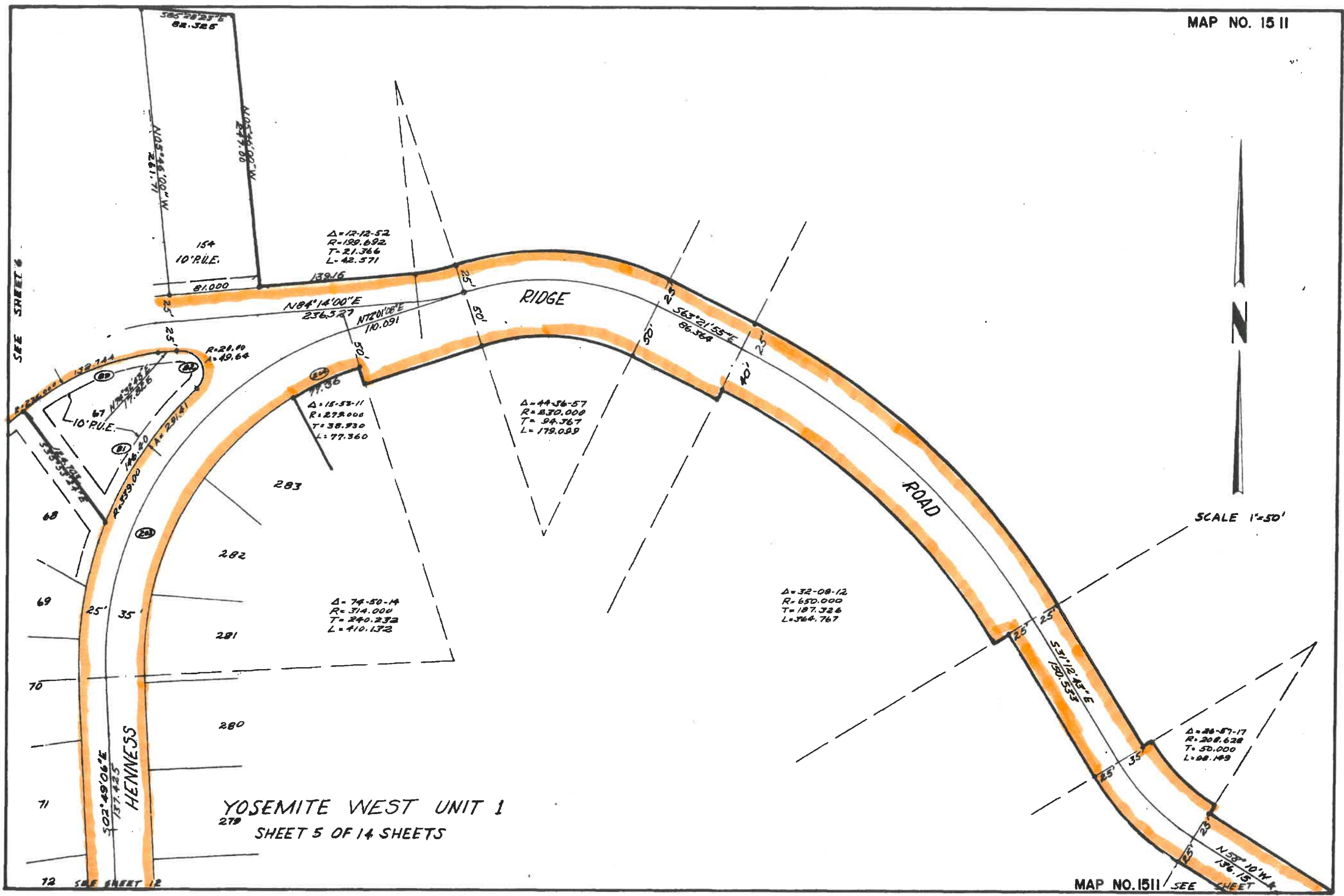


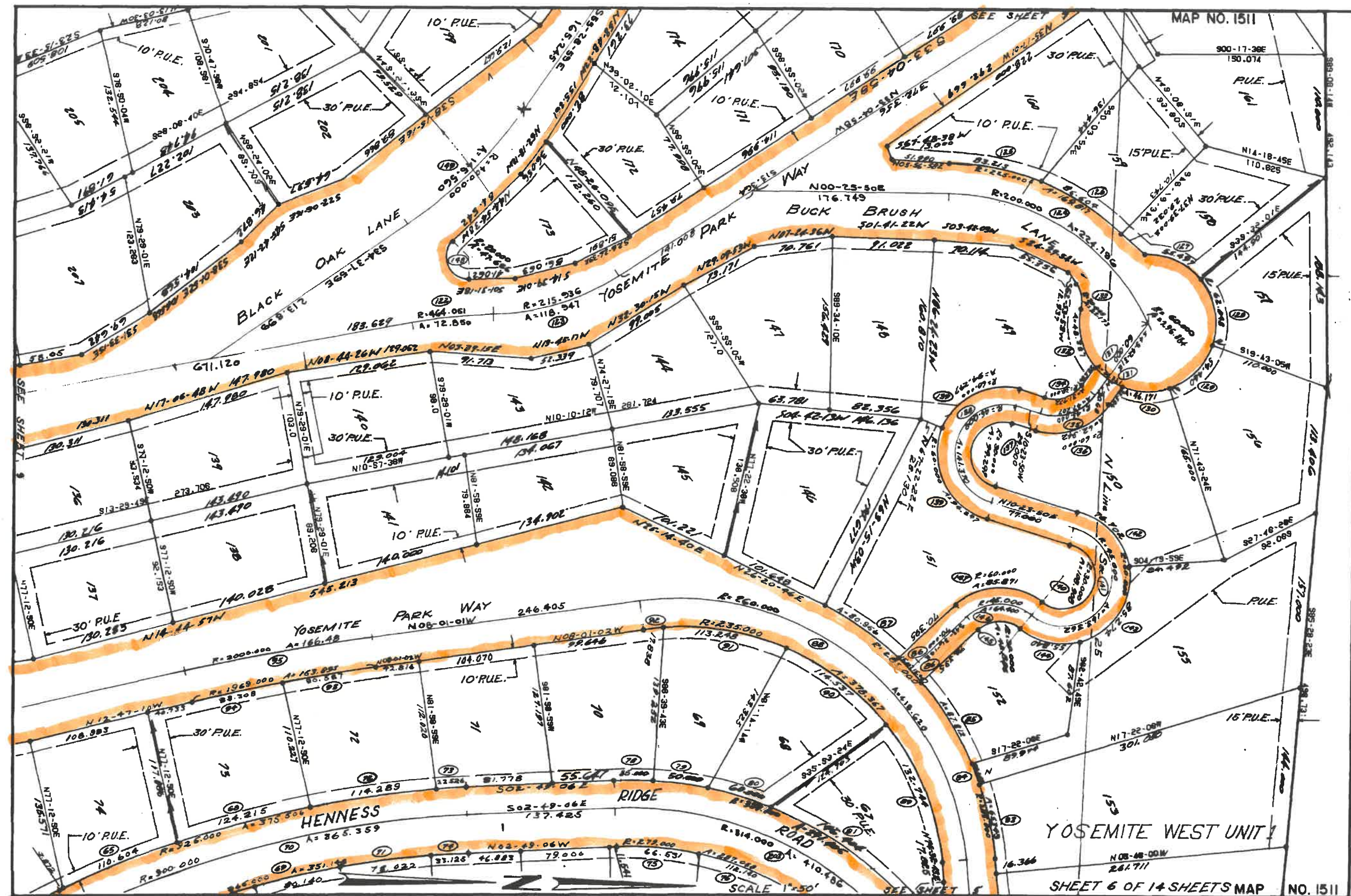


MAP NO. 15 II

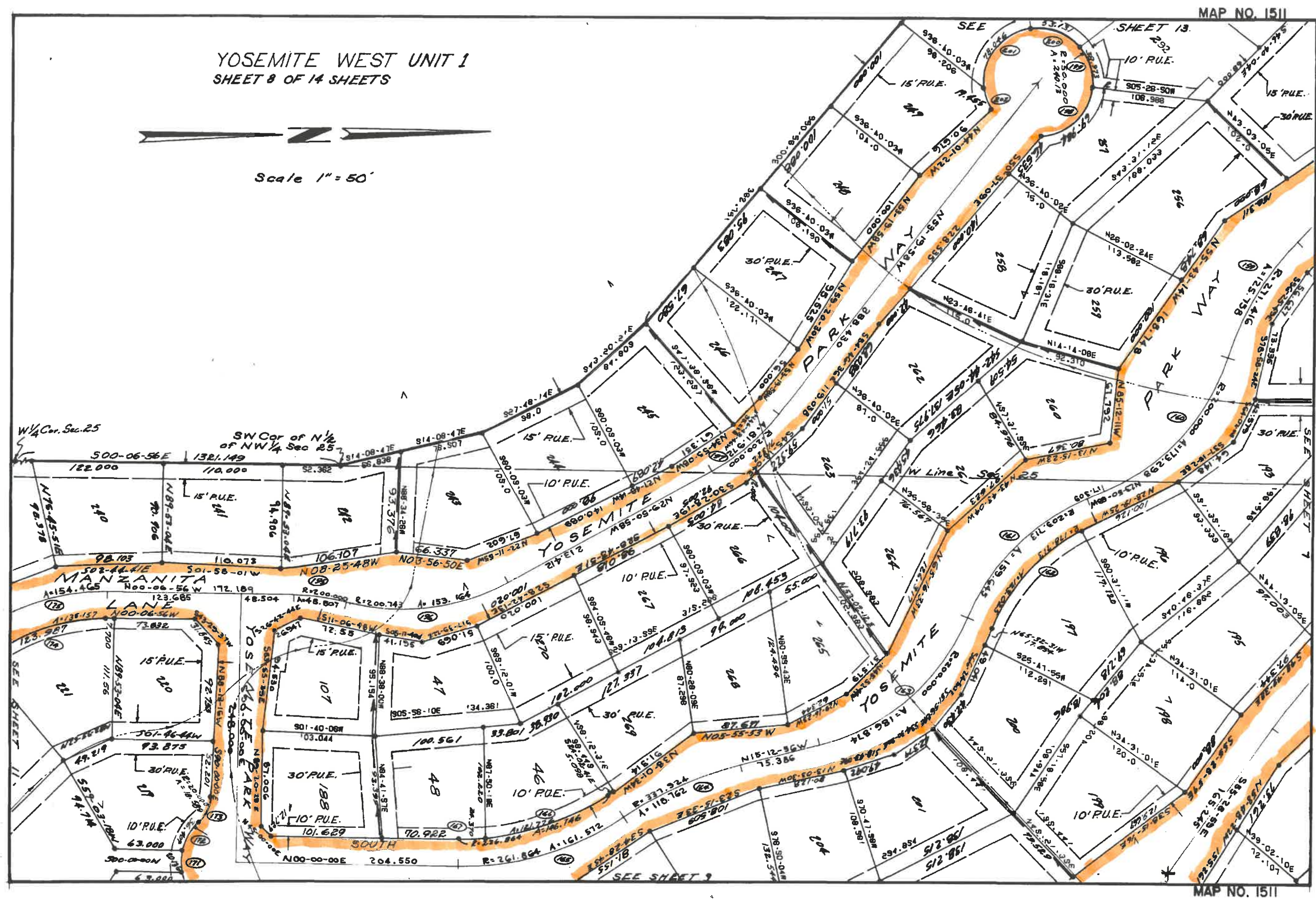
SCALE 1"=50'

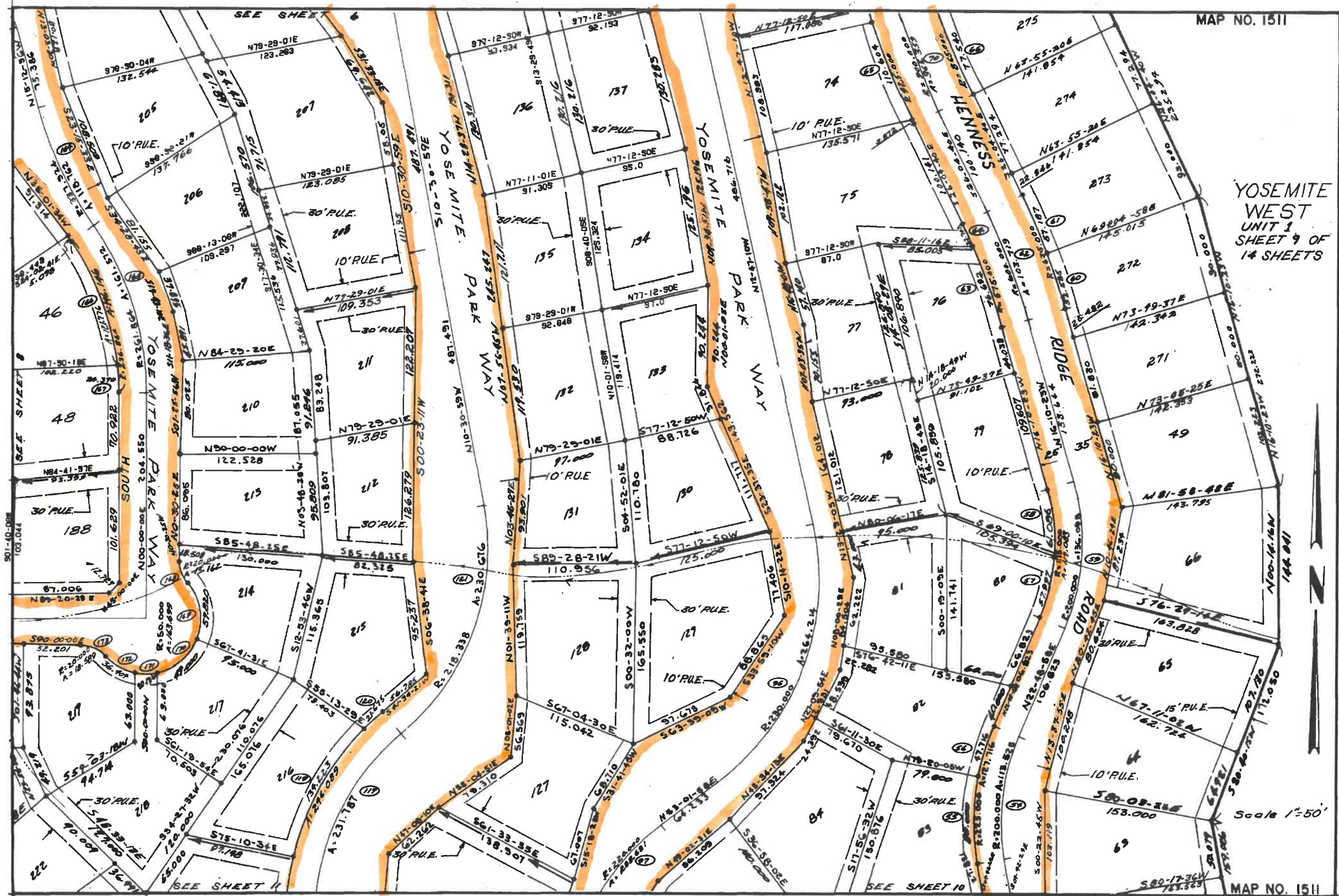
MAP NO. 15 II SEE SHEET

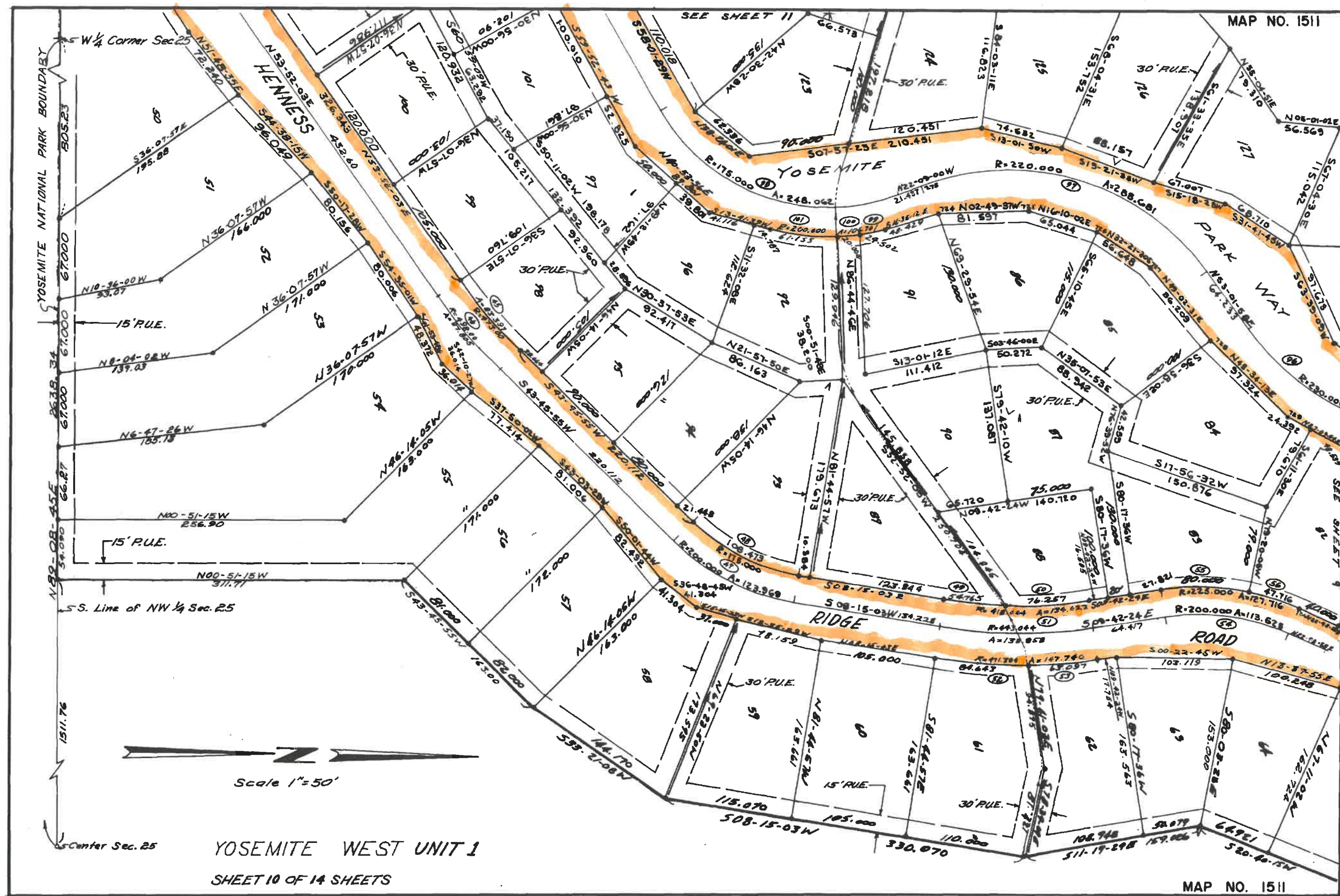


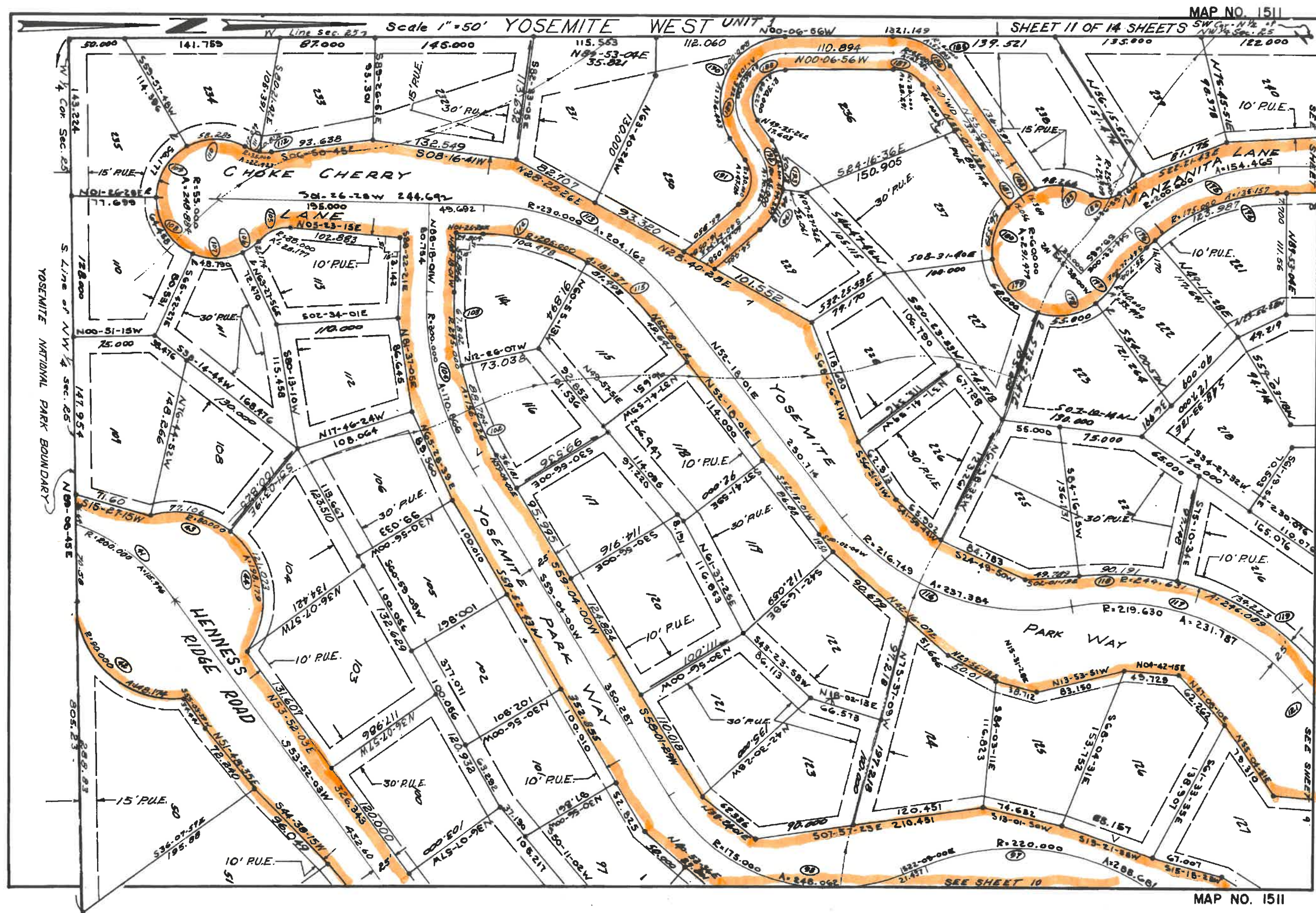


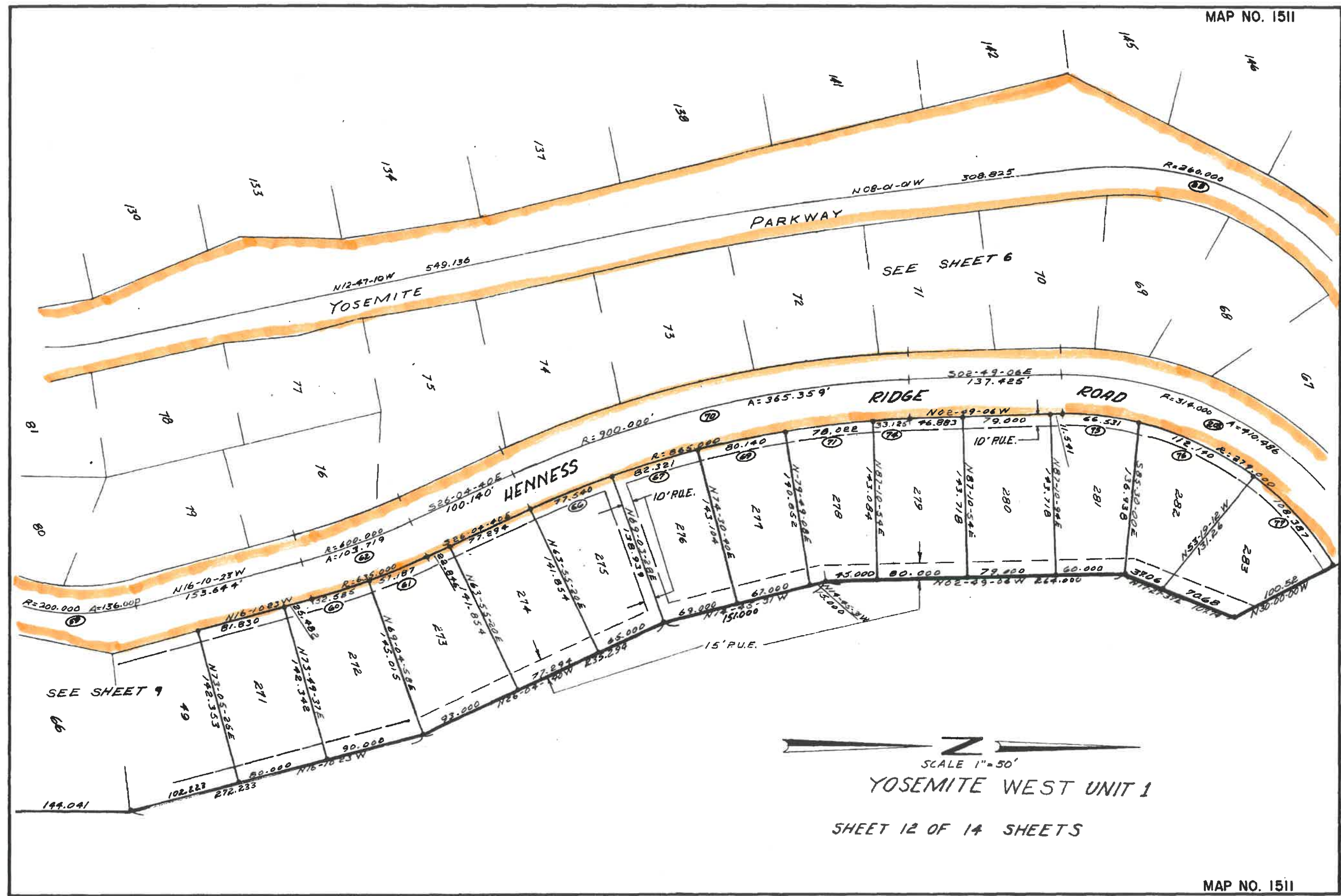












MAP NO. 1511

| No. | RADIUS  | LENGTH  | DELTA        | TANGENT | No.  | RADIUS   | LENGTH  | DELTA        | TANGENT | No.  | RADIUS  | LENGTH  | DELTA        | TANGENT |
|-----|---------|---------|--------------|---------|------|----------|---------|--------------|---------|------|---------|---------|--------------|---------|
| 1.  | 45.00'  | 20.72'  | 260 23' 15"  | 10.55   | 87.  | 285.00'  | 80.96'  | 160 16' 31"  | 40.73   | 174. | 175.00' | 123.99' | 400 35' 38"  | 64.72   |
| 2.  | 45.00'  | 29.48'  | 370 32' 10"  | 15.29   | 88.  | 260.00'  | 418.62' | 920 15' 02"  | 270.42  | 175. | 200.00' | 154.47' | 440 15' 08"  | 81.32   |
| 3.  | 45.00'  | 22.49'  | 280 37' 55"  | 11.44   | 89.  | 235.00'  | 132.74' | 320 21' 53"  | 68.40   | 176. | 175.00' | 11.17'  | 30 59' 28"   | 6.10    |
| 4.  | 20.00'  | 16.12'  | 460 11' 13"  | 8.53    | 90.  | 235.00'  | 114.54' | 270 55' 32"  | 58.43   | 177. | 60.00'  | 33.56'  | 310 56' 30"  | 17.17   |
| 5.  | 225.00' | 16.55'  | 40 12' 52"   | 8.28    | 91.  | 235.00'  | 113.25' | 270 36' 41"  | 57.73   | 178. | 60.00'  | 55.00'  | 520 31' 16"  | 29.60   |
| 6.  | 225.00' | 83.22'  | 210 11' 34"  | 42.09   | 92.  | 235.00'  | 17.84'  | 40 20' 57"   | 8.92    | 179. | 60.00'  | 68.00'  | 640 56' 07"  | 38.18   |
| 7.  | 225.00' | 10.18'  | 20 35' 34"   | 5.09    | 93.  | 1999.00' | 80.59'  | 20 20' 42"   | 40.30   | 180. | 60.00'  | 56.34'  | 530 48' 00"  | 30.44   |
| 8.  | 20.00'  | 41.19'  | 1180 00' 00" | 33.29   | 94.  | 1999.00' | 83.31'  | 20 25' 27"   | 41.66   | 181. | 601.00' | 15.06'  | 140 22' 39"  | 7.57    |
| 9.  | 65.00'  | 75.55'  | 660 35' 36"  | 42.69   | 95.  | 2000.00' | 166.48' | 40 46' 09"   | 83.29   | 182. | 60.00'  | 15.37'  | 140 40' 35"  | 7.73    |
| 10. | 65.00'  | 18.46'  | 160 16' 22"  | 9.29    | 96.  | 230.00'  | 264.21' | 690 49' 08"  | 148.83  | 183. | 60.00'  | 48.27'  | 460 05' 27"  | 23.52   |
| 11. | 20.00'  | 23.34'  | 660 51' 32"  | 13.20   | 97.  | 220.00'  | 284.68' | 750 10' 58"  | 169.37  | 184. | 25.00'  | 29.41'  | 670 24' 06"  | 16.05   |
| 12. | 20.00'  | 31.42'  | 900 00' 00"  | 28.00   | 98.  | 175.00'  | 248.06' | 810 13' 00"  | 150.04  | 185. | 60.00'  | 57.84'  | 550 14' 09"  | 31.39   |
| 13. | 166.56' | 44.71'  | 150 22' 50"  | 22.49   | 99.  | 200.00'  | 24.50'  | 70 01' 10"   | 12.27   | 186. | 60.00'  | 43.38'  | 550 14' 09"  | 23.54   |
| 14. | 196.56' | 227.72' | 530 23' 20"  | 98.84   | 100. | 200.00'  | 20.04'  | 70 44' 32"   | 10.03   | 187. | 30.00'  | 28.92'  | 550 14' 09"  | 15.70   |
| 15. | 226.56' | 44.46'  | 110 14' 39"  | 22.30   | 101. | 200.00'  | 61.16'  | 170 31' 11"  | 30.82   | 188. | 30.00'  | 68.22'  | 1300 17' 38" | 6.48    |
| 16. | 20.00'  | 10.69'  | 300 37' 07"  | 5.46    | 102. | 275.00'  | 88.78'  | 180 29' 53"  | 44.78   | 189. | 45.00'  | 102.33' | 1300 17' 38" | 97.15   |
| 17. | 20.00'  | 16.54'  | 470 23' 46"  | 8.78    | 103. | 275.00'  | 67.84'  | 140 08' 05"  | 34.09   | 190. | 60.00'  | 136.44' | 1300 17' 38" | 12.95   |
| 18. | 45.00'  | 29.23'  | 370 12' 44"  | 15.15   | 104. | 300.00'  | 170.87' | 320 37' 59"  | 87.82   | 191. | 30.00'  | 47.12'  | 900 00' 00"  | 3.00    |
| 19. | 45.00'  | 72.88'  | 920 47' 40"  | 47.25   | 105. | 30.00'   | 28.18'  | 530 48' 52"  | 15.23   | 192. | 45.00'  | 70.69'  | 900 00' 00"  | 45.00   |
| 20. | 45.00'  | 10.08'  | 120 50' 23"  | 5.06    | 106. | 55.00'   | 21.17'  | 220 03' 32"  | 10.72   | 193. | 60.00'  | 50.13'  | 470 52' 11"  | 26.63   |
| 21. | 45.00'  | 75.81'  | 960 31' 40"  | 50.44   | 107. | 55.00'   | 48.79'  | 500 49' 37"  | 26.13   | 194. | 60.00'  | 44.12'  | 420 07' 49"  | 23.11   |
| 22. | 45.00'  | 15.81'  | 200 08' 06"  | 7.99    | 108. | 55.00'   | 64.44'  | 670 08' 55"  | 36.21   | 195. | 200.00' | 48.81'  | 130 58' 56"  | 24.53   |
| 23. | 20.00'  | 15.69'  | 440 57' 09"  | 8.27    | 109. | 55.00'   | 56.18'  | 580 31' 20"  | 30.82   | 196. | 200.74' | 153.16' | 430 42' 58"  | 80.53   |
| 24. | 20.00'  | 20.73'  | 590 23' 04"  | 11.40   | 110. | 55.00'   | 58.29'  | 600 43' 06"  | 32.22   | 197. | 200.00' | 81.97'  | 230 29' 00"  | 41.57   |
| 25. | 20.00'  | 31.42'  | 900 00' 00"  | 20.00   | 111. | 55.00'   | 12.10'  | 190 48' 28"  | 6.11    | 198. | 50.00'  | 69.98'  | 800 111' 44" | 42.10   |
| 26. | 20.00'  | 18.55'  | 530 07' 49"  | 10.00   | 112. | 35.00'   | 10.82'  | 170 43' 12"  | 5.46    | 199. | 50.00'  | 38.97'  | 440 39' 35"  | 20.54   |
| 27. | 55.00'  | 51.00'  | 530 07' 49"  | 27.50   | 113. | 230.00'  | 204.18' | 500 51' 33"  | 109.36  | 200. | 50.00'  | 53.13'  | 600 53' 03"  | 29.38   |
| 28. | 55.00'  | 45.27'  | 470 09' 23"  | 24.00   | 114. | 205.00'  | 100.48' | 280 04' 57"  | 51.21   | 201. | 50.00'  | 78.05'  | 890 26' 05"  | 49.51   |
| 29. | 55.00'  | 46.78'  | 480 43' 46"  | 24.91   | 115. | 205.00'  | 81.49'  | 220 46' 37"  | 41.29   | 202. | 50.00'  | 19.46'  | 220 17' 36"  | 9.84    |
| 30. | 55.00'  | 45.35'  | 470 14' 39"  | 24.05   | 116. | 216.75'  | 237.38' | 620 45' 01"  | 132.18  | 203. | 314.00' | 410.49' | 740 54' 06"  | 240.51  |
| 31. | 20.00'  | 18.55'  | 530 07' 48"  | 10.00   | 117. | 219.63'  | 231.79' | 600 28' 02"  | 128.00  | 204. | 279.00' | 77.39'  | 150 53' 11"  | 38.93   |
| 32. | 20.00'  | 16.12'  | 460 11' 14"  | 8.53    | 118. | 224.63'  | 90.19'  | 210 07' 27"  | 41.88   |      |         |         |              |         |
| 33. | 45.00'  | 22.25'  | 280 37' 04"  | 11.36   | 119. | 224.63'  | 134.22' | 310 26' 13"  | 63.22   |      |         |         |              |         |
| 34. | 45.00'  | 48.29'  | 610 29' 04"  | 26.76   | 120. | 224.63'  | 21.68'  | 50 04' 36"   | 9.96    |      |         |         |              |         |
| 35. | 175.00' | 48.66'  | 150 55' 53"  | 24.49   | 121. | 218.34'  | 230.68' | 600 32' 01"  | 127.42  |      |         |         |              |         |
| 36. | 200.00' | 97.74'  | 280 00' 00"  | 49.87   | 122. | 464.05'  | 72.85'  | 080 59' 41"  | 36.50   |      |         |         |              |         |
| 37. | 175.00' | 36.86'  | 120 04' 07"  | 18.50   | 123. | 215.94'  | 118.95' | 310 33' 40"  | 61.02   |      |         |         |              |         |
| 38. | 20.00'  | 20.26'  | 580 02' 04"  | 11.09   | 124. | 200.00'  | 224.80' | 640 23' 57"  | 125.95  |      |         |         |              |         |
| 39. | 65.00'  | 50.24'  | 440 17' 19"  | 26.45   | 125. | 225.00'  | 83.21'  | 210 11' 24"  | 42.09   |      |         |         |              |         |
| 40. | 20.00'  | 16.84'  | 480 15' 15"  | 8.96    | 126. | 225.00'  | 86.60'  | 220 03' 13"  | 43.84   |      |         |         |              |         |
| 41. | 200.00' | 116.00' | 330 13' 50"  | 59.68   | 127. | 60.00'   | 55.30'  | 520 59' 46"  | 29.91   |      |         |         |              |         |
| 42. | 90.00'  | 148.17' | 940 19' 51"  | 97.07   | 128. | 60.00'   | 62.03'  | 590 15' 07"  | 34.12   |      |         |         |              |         |
| 43. | 80.00'  | 77.11'  | 550 13' 23"  | 41.85   | 129. | 60.00'   | 54.46'  | 520 00' 20"  | 24.30   |      |         |         |              |         |
| 44. | 80.00'  | 121.07' | 860 42' 44"  | 75.54   | 130. | 60.00'   | 46.17'  | 440 05' 26"  | 24.30   |      |         |         |              |         |
| 45. | 473.00' | 83.40'  | 100 06' 07"  | 41.81   | 131. | 60.00'   | 15.16'  | 140 28' 34"  | 7.62    |      |         |         |              |         |
| 46. | 498.00' | 87.81'  | 100 06' 07"  | 44.02   | 132. | 60.00'   | 48.39'  | 460 12' 22"  | 25.60   |      |         |         |              |         |
| 47. | 200.00' | 123.97' | 350 30' 52"  | 64.05   | 133. | 30.00'   | 25.17'  | 480 04' 36"  | 13.38   |      |         |         |              |         |
| 48. | 175.00' | 188.47' | 350 30' 52"  | 56.04   | 134. | 30.00'   | 31.47'  | 600 06' 24"  | 17.36   |      |         |         |              |         |
| 49. | 418.04' | 54.77'  | 70 30' 21"   | 27.42   | 135. | 45.00'   | 47.21'  | 600 06' 24"  | 26.84   |      |         |         |              |         |
| 50. | 418.04' | 76.26'  | 100 27' 06"  | 32.23   | 136. | 60.00'   | 62.94'  | 600 06' 23"  | 34.72   |      |         |         |              |         |
| 51. | 443.04' | 138.86' | 170 57' 27"  | 70.00   | 137. | 30.00'   | 94.25'  | 1800 00' 00" |         |      |         |         |              |         |
| 52. | 471.38' | 84.64'  | 100 17' 17"  | 42.44   | 138. | 45.00'   | 141.37' | 1800 00' 00" |         |      |         |         |              |         |
| 53. | 471.38' | 63.10'  | 70 40' 10"   | 31.60   | 139. | 60.00'   | 94.28'  | 900 00' 00"  | 60.00   |      |         |         |              |         |
| 54. | 200.00' | 113.53' | 320 31' 21"  | 58.34   | 140. | 30.00'   | 108.91' | 2080 00' 00" |         |      |         |         |              |         |
| 55. | 225.00' | 80.00'  | 200 22' 19"  | 40.43   | 141. | 45.00'   | 163.36' | 2080 00' 00" |         |      |         |         |              |         |
| 56. | 225.00' | 47.72'  | 120 09' 03"  | 23.95   | 142. | 60.00'   | 76.70'  | 730 14' 44"  | 44.60   |      |         |         |              |         |
| 57. | 175.00' | 58.00'  | 180 59' 19"  | 29.27   | 143. | 60.00'   | 85.27'  | 810 25' 50"  | 51.64   |      |         |         |              |         |
| 58. | 175.00' | 61.09'  | 200 00' 03"  | 30.86   | 144. | 60.00'   | 55.84'  | 530 19' 26"  | 30.13   |      |         |         |              |         |
| 59. | 200.00' | 136.10' | 380 59' 21"  | 70.80   | 145. | 30.00'   | 42.89'  | 820 00' 00"  | 26.04   |      |         |         |              |         |
| 60. | 635.00' | 52.59'  | 40 44' 41"   | 26.31   | 146. | 45.00'   | 64.40'  | 820 00' 00"  | 39.12   |      |         |         |              |         |
| 61. | 635.00' | 57.19'  | 50 09' 36"   | 28.61   | 147. | 60.00'   | 85.87'  | 820 00' 00"  | 52.16   |      |         |         |              |         |
| 62. | 600.00' | 103.72' | 90 34' 16"   | 51.99   | 148. | 20.00'   | 47.69'  | 1360 36' 42" | 50.27   |      |         |         |              |         |
| 63. | 575.00' | 76.69'  | 70 38' 31"   | 38.40   | 149. | 400.00'  | 145.56' | 200 51' 00"  | 73.39   |      |         |         |              |         |
| 64. | 575.00' | 22.71'  | 20 15' 46"   | 11.36   | 150. | 500.00'  | 100.51' | 110 31' 02"  | 50.42   |      |         |         |              |         |
| 65. | 925.00' | 110.60' | 60 51' 04"   | 55.37   | 151. | 337.68'  | 337.68' | 90 04' 59"   | 30.00   |      |         |         |              |         |
| 66. | 865.00' | 77.54'  | 50 08' 10"   | 38.80   | 152. | 235.78'  | 222.00' | 530 56' 55"  | 120.00  |      |         |         |              |         |
| 67. | 865.00' | 82.32'  | 50 27' 10"   | 41.91   | 153. | 260.78'  | 80.17'  | 170 38' 55"  | 40.41   |      |         |         |              |         |
| 68. | 925.00' | 124.22' | 70 41' 39"   | 62.20   | 154. | 260.78'  | 44.94'  | 90 52' 28"   | 22.53   |      |         |         |              |         |
| 69. | 865.00' | 80.14'  | 50 18' 30"   | 40.10   | 155. | 200.00'  | 193.85' | 530 32' 04"  | 105.30  |      |         |         |              |         |
| 70. | 900.00' | 365.16' | 230 15' 34"  | 185.23  | 156. | 209.30'  | 505.33' | 1380 19' 53" | 550.00  |      |         |         |              |         |
| 71. | 865.00' | 39.04'  | 50 10' 05"   | 39.04   | 157. | 184.30'  | 118.03' | 360 41' 35"  | 61.12   |      |         |         |              |         |
| 72. | 925.00' | 114.29' | 70 04' 45"   | 57.22   | 158. | 184.30'  | 44.66'  | 130 53' 07"  | 22.44   |      |         |         |              |         |
| 73. | 925.00' | 22.53'  | 10 23' 43"   | 11.26   | 159. | 273.42'  | 125.76' | 280 38' 50"  | 64.03   |      |         |         |              |         |
| 74. | 865.00' | 33.13'  | 20 11' 39"   | 16.56   | 160. | 200.00'  | 173.30' | 490 18' 47"  | 92.51   |      |         |         |              |         |
| 75. | 279.00' | 66.53'  | 130 39' 46"  | 33.42   | 161. | 203.71'  | 159.65' | 440 54' 05"  | 84.18   |      |         |         |              |         |
| 76. | 279.00' | 112.14' | 230 01' 46"  | 56.84   | 162. | 178.71'  | 123.03' | 390 26' 32"  | 64.06   |      |         |         |              |         |
| 77. | 279.00' | 108.39' | 220 15' 31"  | 24.89   | 163. | 200.00'  | 186.87' | 530 38' 08"  | 100.89  |      |         |         |              |         |
| 78. | 339.00' | 35.08'  | 50 24' 56"   | 17.52   | 164. | 337.92'  | 118.76' | 200 08' 11"  | 60.00   |      |         |         |              |         |
| 79. | 339.00' | 50.00'  | 80 27' 03"   | 25.05   | 165. | 264.57'  | 261.57' | 330 21' 07"  | 83.43   |      |         |         |              |         |
| 80. | 339.00' | 60.00'  | 100 08' 27"  | 30.08   | 166. | 236.85'  | 121.78' | 290 27' 25"  | 62.26   |      |         |         |              |         |
| 81. | 339.00' | 146.41' | 240 44' 40"  | 74.36   | 167. | 236.85'  | 24.37'  | 50 53' 48"   | 12.20   |      |         |         |              |         |
| 82. | 20.00'  | 49.64'  | 1420 11' 59" | 58.42   | 168. | 20.00'   | 15.16'  | 430 26' 15"  | 10.07   |      |         |         |              |         |
| 83. | 285.00' | 65.14'  | 130 08' 12"  | 32.82   | 169. | 50.00'   | 57.82'  | 660 15' 26"  | 32.61   |      |         |         |              |         |
| 84. | 285.00' | 87.81'  | 170 39' 13"  | 44.26   | 170. | 50.00'   | 49.00'  | 560 09' 00"  | 26.67   |      |         |         |              |         |
| 85. | 285.00' | 15.01'  | 50 01' 02"   | 7.42    | 171. | 50.00'   | 20.14'  | 230 06' 26"  | 10.21   |      |         |         |              |         |
| 86. | 285.00' |         |              |         | 172. | 50.00'   | 18.99'  | 410 42' 58"  | 19.83   |      |         |         |              |         |

AMENDED MAP OF PORTION OF  
YOSEMITE WEST UNIT I  
MARIPOSA COUNTY

MAP NO. 1599

COUNTY SURVEYOR'S CERTIFICATE:

I, Arnold Brunetti, County Surveyor of the County of Mariposa, State of California, hereby certify that I have examined this Amended Map of a portion of Yosemite West - Unit I and that said amending map shows in detail the corrections of such errors or omissions as appeared on the original map, and that all provisions of state laws and local ordinances governing the filing of subdivision maps have been compiled with, and that I am satisfied that the same is technically correct.

Date: APR 16, 1968

Arnold Brunetti  
County Surveyor R.C.E. 17186

BEING A SUBDIVISION OF A PORTION  
OF THE N.W. 1/4 OF SEC. 25, THE  
S.W. 1/4 SEC. 24, THE S.E. 1/4 SEC.  
23, AND THE N.E. 1/4 SEC. 26, ALL IN  
T. 3 S., R. 20 E., M.D.B. & M.

Note:

This Map, consisting of five sheets numbered 1A, 3A, 8A, 10A & 11A is recorded for the purpose of amending sheets No. 3, 8, 10 and 11 of Yosemite West Unit I Subdivision, as recorded in Book of Maps at page 1511, Mariposa County Records Office. The original sheet 1 is not amended.

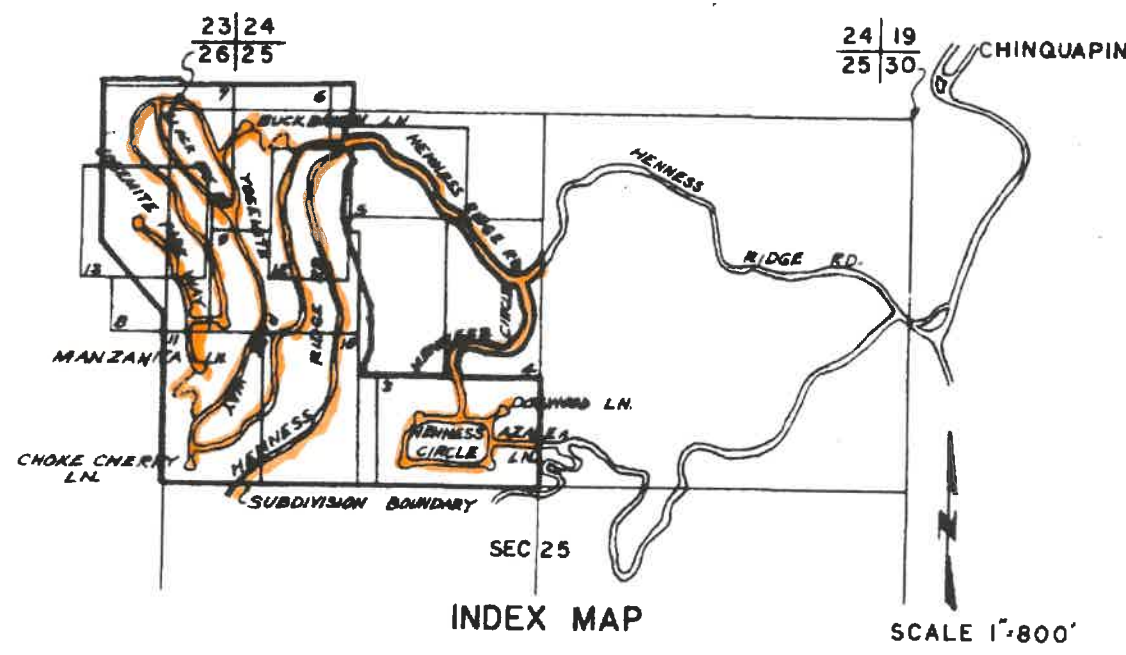
On sheets 3A, 8A, 10A and 11A incorrect information is shown crossed out and the corrected information is shown near it

ENGINEER'S CERTIFICATE:

I, JAMES W. TOLLADAY, hereby certify that I am a registered Civil Engineer of the State of California, that this map consisting of 5 sheets correctly represents a survey made by me or under my direction in AUG. 1967, that the survey is true and complete as shown, that all monuments of the character shown hereon shall be set on or before SEPT. 30, 1969, in the positions indicated, and that the said monuments will be sufficient to enable the survey to be retraced.

Date MARCH 25, 1968 James W. Tolladay

R.C.E. No. 10990



BASIS OF BEARING

All bearings based on Solar Observation.  
Taken on April 15, 1966.

LEGEND

- Monuments found as described
- Monuments set, 3/4" Iron Pipe or 5/8" re-bar where hard ground is encountered
- 15' PUE Public Utility Easement and road slope encroachment
- Blue line indicates Subdivision Boundary
- (197) Refers to curve data
- N 93°36'37" W R Indicates line is radial
- Drainage Swales

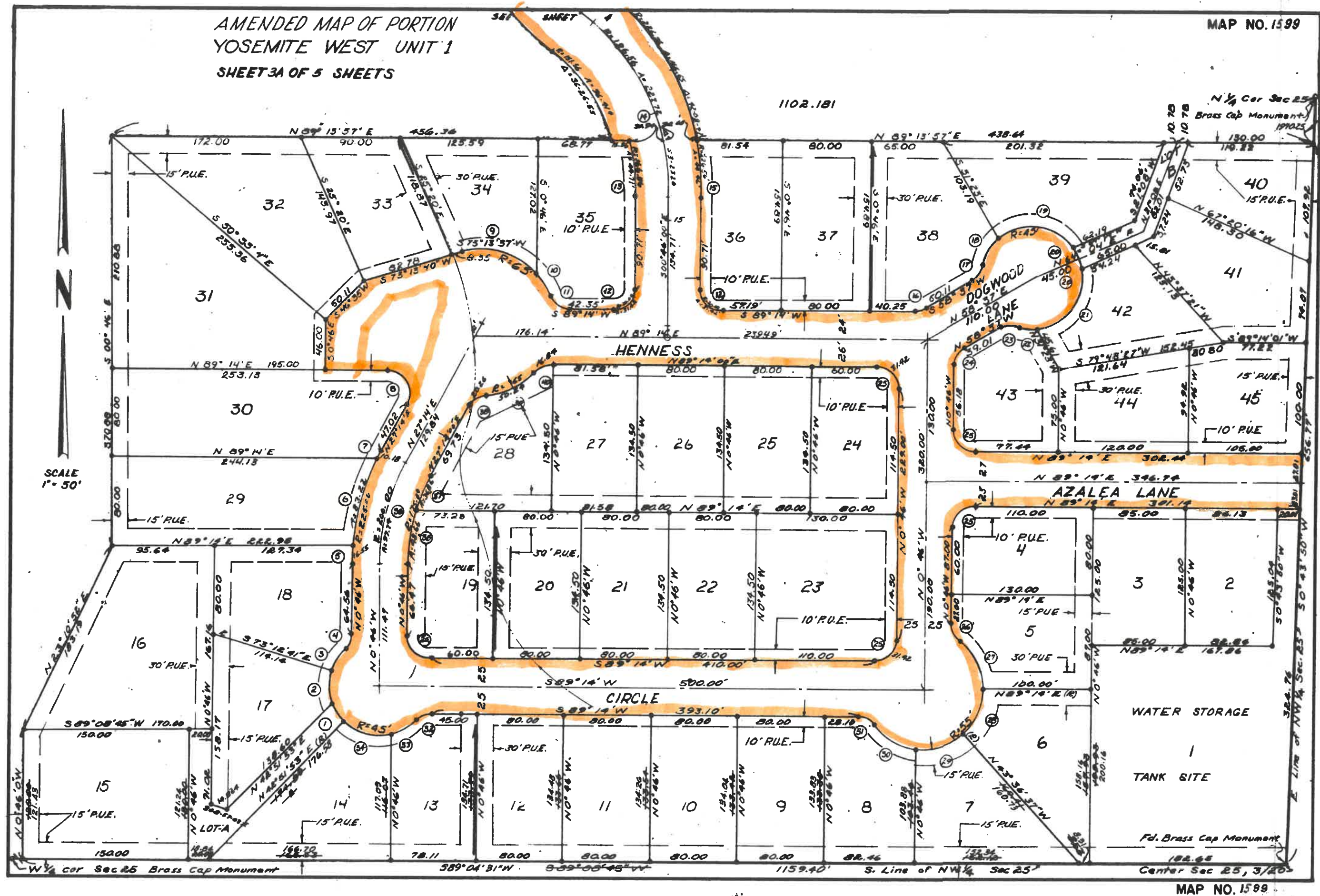
RECORDER'S CERTIFICATE:

Recorded at the request of Yosemite Highlands, Inc.  
at 20 minutes past 4 PM on the 16 day of April,  
1968, in the office of the County Recorder of the County of  
Mariposa, State of California, in book of maps at page 1599.  
Fee: \$13.00

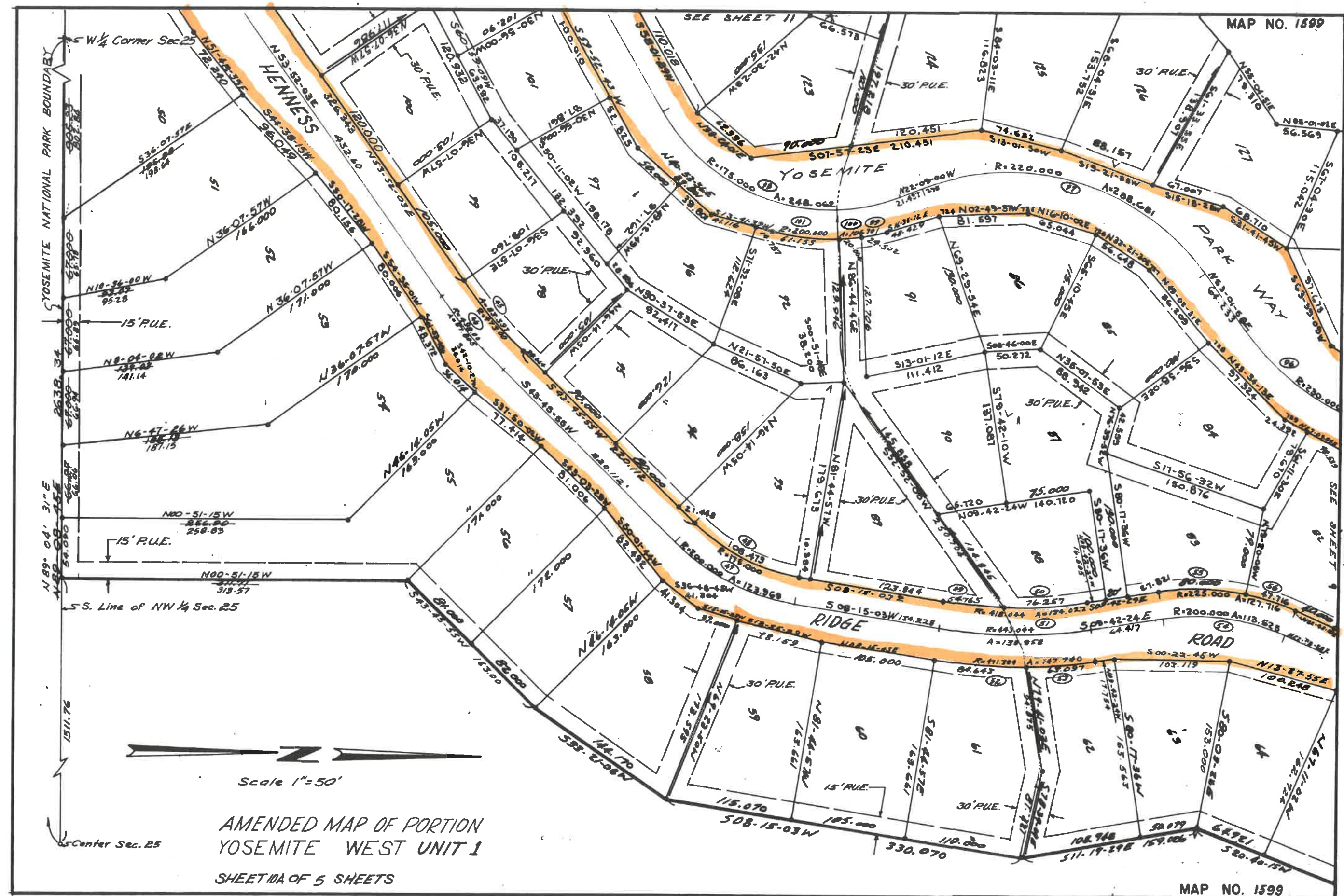
Harold J. Burney  
County Recorder  
By \_\_\_\_\_  
Deputy

SHEET 1A OF 5 SHEETS

MAP NO. 1599











# MARIPOSA COUNTY

Administration • 966-3222



G.4

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Don Pedro Landfill Property Sale Discussion

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## **RECOMMENDATION AND JUSTIFICATION:**

Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011).

The County has been approached about the possible sale of property located in the Lake Don Pedro area. The property, which is owned by Mariposa County but located primarily in Tuolumne County, was originally granted for the development of a landfill. Staff began the process to sell this property in 2019, but ultimately decided to wait until the landfill-related restrictions could be removed from the deed. The interested buyer is willing to purchase the property in as-is condition.

Staff has not been able to identify a use for this property and it is appropriate to return this land to private ownership. The County currently leases this property for cattle grazing; the end of the current lease term is approaching in May 2021.

California State Code prescribes the process for county sales of surplus property. The first step is to adopt a resolution of intention to sell by two-thirds vote. If adopted, the County must then notice the available land for at least three weeks. The notice must also be received by the California Housing and Community Development Department for consideration from possible housing developers.

Sealed bids are required to be submitted on or before the date specified in the resolution. At the regularly-scheduled board meeting that has been noticed, the board chair opens and announces sealed bids and calls for oral bids. New oral bids may then be offered, each at least five percent more than the highest proposal. Bidders must submit payment for no less than ten percent of the sales price at the time of bidding.

Upon completion of the bidding, the Board has ten days to either accept the highest bids or reject all bids. Staff then receives direction to either execute the sale or move forward in some other way.

## **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board considered selling surplus properties as part of a real estate discussion and

## Agenda Item - No Resolution Requested

direction item on February 26, 2019. Staff was directed at that time to continue evaluating opportunities and return to the Board with a recommendation.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

No action is requested.

**FINANCIAL IMPACT:**

**This action could start the process of liquidating a capital asset (land) and generating additional one-time revenues for CSA1-M. The exact amount of the impact will depend on process outcomes.**

**ATTACHMENTS:**

**Old Resolution and Maps for Lake Don Pedro Landfill Site (PDF)**

**RESULT: DIRECTION GIVEN**

## MARIPOSA COUNTY

## RESOLUTION NUMBER 19-\_\_\_\_\_

**RESOLUTION DECLARING COUNTY OWNED REAL PROPERTY AS SURPLUS TO THE NEEDS  
OF THE COUNTY AND NOTICE OF INTENTION TO SELL SURPLUS REAL PROPERTY**

**WHEREAS**, the County of Mariposa owns the real property described as “Mariposa County Service Area 1-M Land Fill Site”, located within both Mariposa and Tuolumne Counties, adjacent to a portion of Lake Don Pedro Subdivision Unit No. 1-M, (MPA APN 001-030-001 & TC APN 071-120-011), as further described in Exhibit A attached; and

**WHEREAS**, the real property was granted to the Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa subject to the express condition that the property shall be maintained and used exclusively as a Sanitary Land Fill Site for the benefit of Lake Don Pedro Subdivision within both Mariposa and Tuolumne Counties; and

**WHEREAS**, the real property has never been developed nor used as a Sanitary Land Fill Site; and

**WHEREAS**, the current regulations which govern the establishment of a Sanitary Land Fill Site, render the site economically non-viable; and

**WHEREAS**, there is no present or contemplated use that would preclude the Board of Supervisors from declaring the real property as surplus to the needs of the County and offering the real property for sale to the highest responsible bidder; and

**WHEREAS**, California Government Code Section 25520 et seq. authorizes the Board to sell surplus real property in the manner proposed; and

**WHEREAS**, the sale of surplus real property is in the best interests of the County of Mariposa and the general public.

**NOW THEREFORE BE IT RESOLVED**, the Mariposa County Board of Supervisors:

1. Declares that the described real property is surplus to the needs of the County, and
2. Intends to sell the surplus real property to the highest responsible bidder, in accordance with the terms and conditions as set forth in the Bid Submittal Instructions and the Purchase and Sale Agreement contained within, for the minimum acceptable cash purchase prices as follows; and
  - All that land conveyed to Mariposa County Service Area 1-M, (MPA APN 001-030-001 & TC APN 071-120-011) \$x,xxx
3. Authorizes the County Administrator’s Office disseminate individual bid packages for the sale of the surplus property containing Bid Submittal Instructions and Purchase and Sale Agreements; and
4. Requires that each written bid be accompanied by a Bid Guarantee in the form of a cashier’s check in the amount of 10% of the bid amount; and
5. Authorizes the Clerk of the Board to publish the attached Notice of Intention to sell the surplus real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063; and
6. Sets December xx, 2019 at 9:00 a.m. or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street in Mariposa, as the time and place to conduct a public hearing to open received bid packages and consider offers to purchase the surplus real property.

ON MOTION BY Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, this resolution is duly passed and adopted this xx<sup>nd</sup> day of November, 2019 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

\_\_\_\_\_  
Miles Menetrey, Chair  
Board of Supervisors

## EXHIBIT A

(MPA APN 001-030-001 &amp; TC APN 071-120-011)

A tract of land situated in a portion of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M. Mariposa County and Tuolumne County, State of California, said tract of land being more particularly described as follows:

All that certain real property conveyed to Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa by Corporation Grant Deed, recorded July 5, 1973 in Volume 147 of Official Records, Page 480, Mariposa County Records, attached hereto as Exhibit B.

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

Prepared by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Russell A. Marks, PLS No. 6377

Mariposa County Surveyor

RECORDING REQUESTED BY

EXHIBIT B

AND WHEN RECORDED MAIL TO

Name  
Street  
Address  
City & State

Mariposa County Clerk  
Mariposa County Courthouse  
Mariposa, California

RECORDED AT THE REQUEST OF Cs. Clerk  
July 5, 1973 AT 45 MIN. PAST 3 O'CLOCK P. M. IN  
VOLUME 147 OF OFFICIAL RECORDS. PAGE 480  
MARIPOSA COUNTY RECORDS.

Barbara L. Sawyer RECORDER  
Zelma Sawyer, Deputy Fee \$ 76  
No. 2561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name  
Street  
Address  
City & State

AFFIX L.R.S. 5 IN THIS SPACE

## Corporation Grant Deed

TO 464 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. BOISE CASCADE RECREATION COMMUNITIES CORPORATION OF DELAWARE, a Delaware Corporation who acquired title as PACIFIC CASCADE LAND COMPANY, INC., a Delaware Corporation organized under the laws of the state of

hereby GRANTS to  
MARIPOSA COUNTY SERVICE AREA 1-M, a Political Subdivision of the  
County of Mariposa

the following described real property in the  
County of Mariposa and Tuolumne, State of California:

All that certain real property situate in the Counties of Mariposa and Tuolumne, State of California, being more particularly described as follows:

**PARCEL 1:** The South  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 22 and the West  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 27, T. 2S., R. 15E., M.D.M. containing approximately 160 acres.

**PARCEL 2:** The West 66 feet of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 27, T. 2S., R. 15E., M.D.M. containing approximately 2 acres.

This Grant is made subject to the express condition that the property shall be maintained and used exclusively as a Sanitary Land Fill Site for the benefit of Lake Don Pedro Subdivision, a subdivision located in Mariposa and Tuolumne Counties, California.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its \_\_\_\_\_ President and \_\_\_\_\_ Secretary thereunto duly authorized.

Dated: June 15, 1973

STATE OF CALIFORNIA  
COUNTY OF Santa Clara } ss.  
On June 15, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared  
Kenneth R. Ramsey, known to me to be the Div. Gen'l. Manager of \_\_\_\_\_, and

known to me to be \_\_\_\_\_ Secretary of said \_\_\_\_\_ that executed the within instrument, known to me to be the \_\_\_\_\_ who executed the within instrument on behalf of the \_\_\_\_\_ therein named, and acknowledged to me that such corporation is the same as the within instrument purport to be by law of a real person or persons of directors.

WITNESS my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 1973.  
(Seal)  
Signature \_\_\_\_\_

Notary Public, State of California

By Kenneth R. Ramsey  
Division General Manager President

By \_\_\_\_\_ Secretary

Title Order No. \_\_\_\_\_

Escrow or Loan No. \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

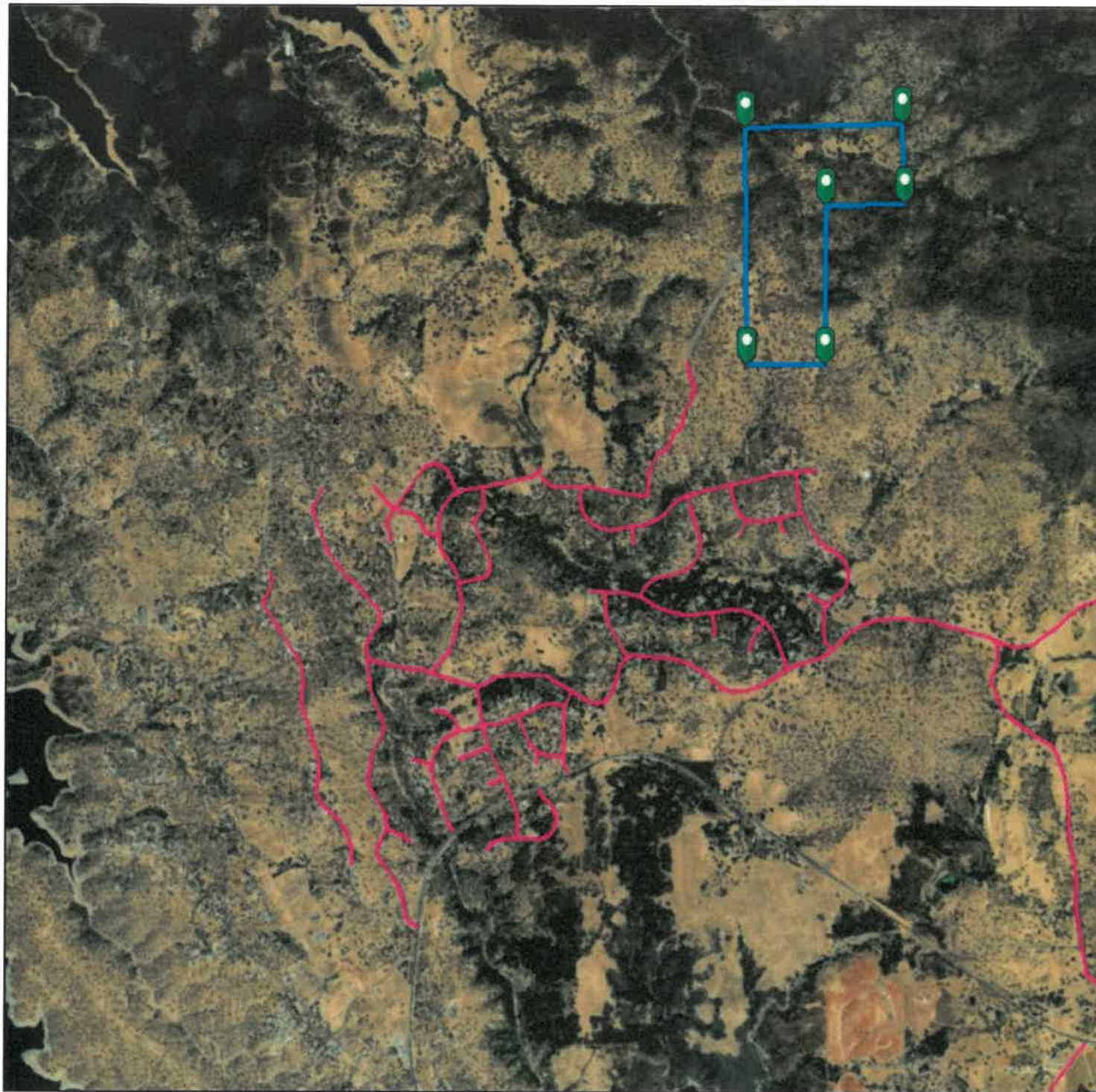
This is to certify that the interest in real property conveyed by deed dated June 13, 1973, from Boise Cascade Recreation Communities Corporation of Delaware, a Delaware Corporation, who acquired title as Pacific Cascade Land Company, Inc., a Delaware Corporation, to the Mariposa County Service Area I-M, a political subdivision of the County of Mariposa, is hereby accepted by order of the Mariposa County Board of Supervisors pursuant to authority conferred by motion made and adopted on July 10, 1973 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: July 10, 1973

COUNTY OF MARIPOSA

BY: *Tom H. Richardson*  
Tom H. Richardson,  
Chairman of the Board of  
Supervisors

# Mariposa County Project Vicinity Map



0  
1:36,112



Mariposa County Public Works - Engineering  
4639 Ben Hur Road  
Mariposa, California 95338-2039  
209.966.5356 FAX 209.966.2828  
mariposaengineering@mariposacounty.org  
<http://www.mariposacounty.org/Engineering>

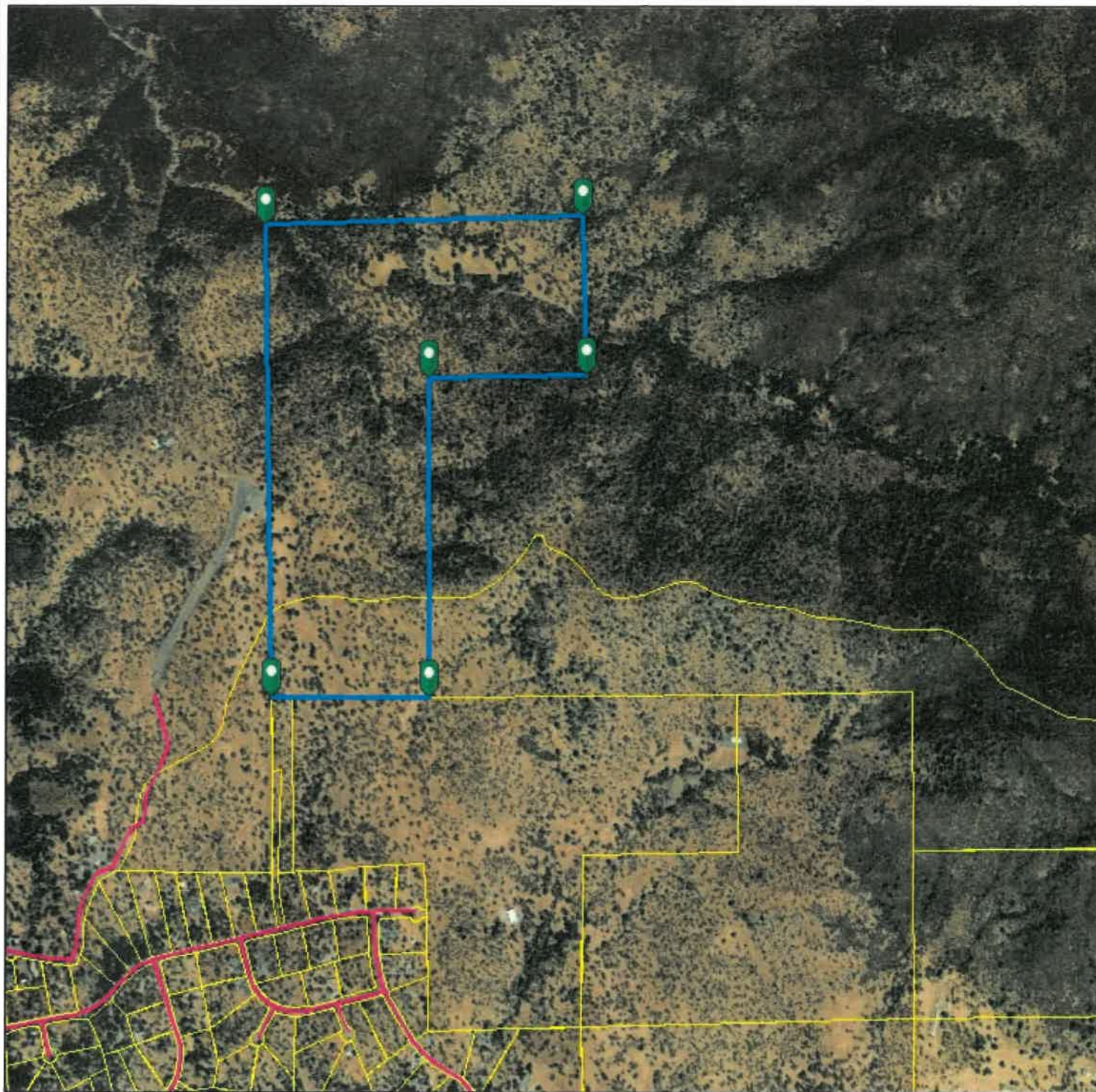
Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.  
C:\Users\argal\AppData\Local\Temp\85f8566ec9413eb52b8dd83e626840.mxd



Packet Pg. 154

Attachment: Old Resolution and Maps for Lake Don Pedro Landfill Site (11517 : Don Pedro Landfill Property Sale Discussion)

# Mariposa County Project Vicinity Map



0  
1:18,056



Mariposa County Public Works - Engineering  
4639 Ben Hur Road  
Mariposa, California 95338-2039  
209.966.5356 FAX 209.966.2828  
mariposaengineering@mariposacounty.org  
<http://www.mariposacounty.org/Engineering>

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.  
C:\Users\larcia\AppData\Local\Temp\85d6cfd5714338b0107b50d8e274b40.mxd





# MARIPOSA COUNTY

Administration • 966-3222



G.5

## **RESOLUTION - ACTION REQUESTED 2021-137**

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDPH Outreach Letter

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Letter to COVID-19 Task Force Representative Kerry West.

The Board has recently received a request from the California Department of Public Health (CDPH) to, "get some situational awareness about all things Covid, how dispensation is going, [Third Party Administrator] transition, if there are any vulnerable communities that need a little more outreach, what's going well, what holes need to be plugged, all the good stuff." The Board discussed this request at its regular meeting on March 9 and directed staff to draft a reply that could be signed by all members of the Board. This action is to facilitate the signature of all board members.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The above-mentioned request was received via email to the clerk of the board on March 2, 2021.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

### **ATTACHMENTS:**

**Response letter (PDF)**

**RESULT: ADOPTED [UNANIMOUS]**

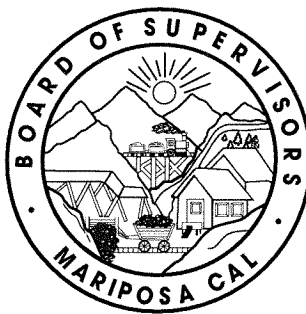
**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

# Mariposa County Board of Supervisors

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



DALLIN KIMBLE  
 County Administrative Officer

RENÉ LAROCHE  
 Clerk of the Board

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

March 16, 2021

Ms. Kerri West  
[Kerri.West@cdph.ca.gov](mailto:Kerri.West@cdph.ca.gov)

Subject: Response to COVID-19 Task Force Request

Dear Ms. West,

Thank you for your request for situational awareness regarding vaccination in Mariposa County. We appreciate your interest and discussed your inquiry at a recent board meeting so we can respond together. We're proud to report that our staff are doing a tremendous job with outreach and vaccinations and we would like to maintain the momentum we have built unimpeded by a third-party administrator or the MyTurn program.

The Board of Supervisors is very pleased with the way our staff have managed pandemic response, including vaccinations. Through our Joint Information Center (JIC), we're reaching out to all corners of the county and every demographic. We have held vaccination clinics in several communities and have a strong partnership with Yosemite National Park to provide services in areas that are farther from our offices.

Our results speak for themselves. Mariposa County has consistently been a tier or two less restrictive in the *Blueprint for a Safer Economy* than our neighboring counties. As of this writing, more than 20 percent of Mariposa County residents have received at least one dose of the vaccine. We are vaccinating individuals from priority groups the state has identified in proportion with our community or in favor of those groups that have been prioritized.

Mariposa County residents are also pleased with the County's response. Members of this Board have heard many comments about how professional, friendly, efficient and easy it is for our residents to get vaccinated. We are encouraged to see so many of our friends and neighbors supporting our efforts, receiving the vaccine, and volunteering to staff many positions in the vaccine clinics.

Given the momentum we have built, our consistent performance above what we have observed around the state, and our public's satisfaction with the services we are delivering, we are very concerned about any unnecessary changes that would disrupt the processes we have established. In our view, adding a third party administrator only adds another layer of bureaucracy to a process we have worked to streamline. A third party administrator will make it more difficult, not less, to vaccinate individuals in our

Attachment: Response letter (RES-2021-137 : CDPH Outreach Letter)

community. We don't see a benefit to this proposal in Mariposa County and would prefer the ability to opt out and continue to rely on our staff who have already done so well.

Likewise, we are opposed to using MyTurn until it has completed development and is acceptable to our public health officer. Many software implementations take several months before they are fully developed and running smoothly. We'd prefer to continue with the scheduling process we have developed, which is working well, at least until MyTurn is fully developed and implemented.

Thank you again for your interest and willingness to reach out for feedback. Please feel free to reach out to our public health officer, Eric Sergienko, or county administrative officer, Dallin Kimble, with further questions. We are encouraged at signs that the pandemic may finally be slowing, including our recent move to the orange tier, and look forward to gathering again soon with friends and loved ones. Until then, please accept our best wishes for your continued health and success.

The Mariposa County Board of Supervisors

\_\_\_\_\_  
Rosemarie Smallcombe, District I Supervisor

\_\_\_\_\_  
Wayne Forsythe, District IV Supervisor

\_\_\_\_\_  
Tom Sweeney, District II Supervisor

\_\_\_\_\_  
Miles Menetrey, District V Supervisor

\_\_\_\_\_  
Marshall Long, District III Supervisor



# MARIPOSA COUNTY

Board of Supervisors • (209) 966-3222



G.6

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Tom Sweeney, District II Supervisors

RE: Code Compliance Discussion and Direction

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## **RECOMMENDATION AND JUSTIFICATION:**

Discussion and Possible Direction Regarding Increasing Non-Compliance with Existing County Codes. (Supervisor Sweeney)

The County maintains a compilation of operative ordinances known, collectively, as the County Code. Unfortunately, over time, staff and law enforcement has observed an increasing amount of non-compliance with those regulations. Non-compliance has ranged from health and safety issues to potential criminal activity. This item is needed to allow the Board to discuss the issue and to provide direction to staff, if applicable.

## **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board has discussed this and other issues in the past.

## **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board cannot discuss a matter not on the agenda.

## **ATTACHMENTS:**

**PUBLIC INPUT - Email from David Silverman (PDF)**  
**PUBLIC INPUT - Email from Karen Briese (PDF)**  
**PUBLIC INPUT - Email from Curtis Vincent (PDF)**  
**PUBLIC INPUT - MinuteTraq Comment from Lorraine Freeman (PDF)**  
**PUBLIC INPUT - MinuteTraq Comment from Lorraine Freeman 2 (PDF)**  
**PUBLIC INPUT - Email from David Silverman (PDF)**  
**PUBLIC INPUT - MinuteTraq Comment from Kathleen Armstrong (PDF)**  
**PUBLIC INPUT - MinuteTraq Comment from Ross Wilkinson (PDF)**

**RESULT: DIRECTION GIVEN**

## Rene LaRoche

**From:** David Silverman <mysticmountainranch@yahoo.com>  
**Sent:** Friday, March 12, 2021 1:59 PM  
**To:** Board Clerk  
**Subject:** Written comment to be submitted to the BOS...from David Silverman, Coulterville, CA

Submitted by: David Silverman, Coulterville, RE: CODE COMPLIANCE...CODE ENFORCEMENT:  
 Comment to the Board Of Supervisors, Mariposa County.

Sad to say, but fact: The whole county is turning into a dangerous, unsightly unhealthy, unsafe, "Junkyard". Not only are more and more structures being erected without permits and not built to code, many are ignoring common sense public health guidelines with homebuilt-jury-rigged septic systems that leak above ground and runoff into creeks and streams. Too many have junk piles exceeding the allowable maximum 1000 square feet and many of the junk piles and abandoned and trashed structures are home to large amounts of disease spreading vermin. Black mold is not uncommon and many do not realize the health hazards of such exposure. Take a look at what has happened in just the past few months at the intersection of Hwy 132 and Dogtown Rd....What was once an empty lot, now "houses" a travel trailer, assorted vehicles (incl a boat), jury-rigged fresh-grey and black water systems, tarp covered roofs and tarp fences made from what looks like used pallets....and so much more. Mariposa County does have building codes..structural and health...they're for safety and health. Building without permits causes lower tax assessments, drives down the value of properly built homes, lowers legitimate income to the county, creates health and safety problems, chases away those families looking for a nice place to live and oftentimes attracts those with "checkered" legal pasts....petty vandalism and significant crime is on the rise and at a time where police and safety resources have decreased. Mariposa County IS ONLY ONE OF TWO...OUT OF ALL 58 COUNTIES IN CALIFORNIA....that DOES NOT properly enforce building and safety codes. The socio-economic demographics show that Mariposa County is tracking downward and not attracting middle-class, educated families...many such families are bypassing Mariposa County and looking elsewhere. School enrollment is still down at least 20% from its highs...RE taxes are not helping the county budget the county IS NOT attracting new, benign businesses, as many businesses who venture to Mariposa "take a look", do an immediate U-turn and look elsewhere....taking with them, valuable tax dollars and middle-class families and their dollars that could go to the benefit of local merchants and county government. Lastly, there's "pride".....seems like quite a few just don't seem to care about that....at all! Let me provide one final impact of what lack of code enforcement ALSO creates: the property on which I live is assessed at least \$250,000 LESS than what it once was....WHY?...Because many neighboring properties are non-compliant and unsightly...thus driving down the value of all surrounding properties. As an example: a property of which I have knowledge, that once was valued at more than \$750,000 was sold for \$250,000 because so many structures were non-compliant, hazardous, uninhabitable, etc, etc, etc. As a final comment, many homeowners are not aware that if they suffer a significant loss by fire or natural causes and the insurance adjuster(s) determine that structures were without permit, non-permitted, not built to code at the time of construction, allowed to deteriorate significantly...insurance reimbursement payments for losses may be denied or significantly reduced. Mariposa County has "gone over the top and is now on the downhill side of the curve" as to county code compliance...the county is annually losing millions of dollars of taxes, losing business opportunities, losing middle-class family with children...just plain losing! The county not only needs to "up" code enforcement, but it also DEFINITELY NEEDS to find government funds to help remedy many code violations for those who do not have the financial means or wherewithal to make corrections. It's not an issue of simply "fining people", it's an issue of "education," health and safety, loss of tax dollars and losing middle class families looking for a safe, healthy place to live, raise and educate their families.

Finally, people may ask, "how did this happen?" There are MANY reasons. Sadly, some of the answers are, it happened because, 40 years ago, the county planning, building and health and safety departments were

Attachment: PUBLIC INPUT - Email from David Silverman (11530 : Code Compliance Discussion and Direction)

understaffed, overworked and probably still are. Cronyism, nepotism and “looking the other way” allowed many unacceptable practices to flourish and those practices have occurred for so long a time now, that the lines between what is proper and what is not has been all but completely blurred.

There are many other reasons why the county finds itself where it is today as pertains to lack of code enforcements. The bottom line though is, the County Board of Supervisors needs to take a long view of where the county is going to be in 5, 10 and 20 years from today, if lack of code compliance is allowed to continue. Does anyone really believe that “good families” and “good citizens” are going to be attracted to dilapidation, disrepair, disorganization, lack of certainty, unattractive, unsanitary, unhealthy nuisances? Do the Supervisors truly believe that middle class families are eager to invest their funds into building a nice looking residence or commercial structure, adjacent to a dilapidated, hazardous structure? Do middle-class families want to invest in, live in and raise their families in such chaos? The BOS desperately needs to do so much...but what needs to be done uses the same principles as how one eats an elephant...one bit at a time. Get a plan! Follow the plan...instep at a time! Learn how and what it takes to attract middle class families with children and those commercial interests with investible sums that can provide jobs and taxable income to the county, The BOS nows “the drill”...it’s just that for one reason (excuse) or another, they have for the past 40 years failed to act in the best interest of themselves or the citizens of the County. What is happening (and has been happening for some years now) is that Mariposa County has become a cancer...it is metastasizing....It's not going to “cure itself” without intervention. That intervention is the responsibility of the Board of Supervisors. C’mom...take a bite...just one bite at a time and put Mariposa County on the right track...let Mariposa join the other 56 of 58 California counties to enforce code compliance.

Respectfully submitted on 3/12/21 by David Silverman, Coulterville, CA.

**Rene LaRoche**

---

**From:** KayBee <krj@sti.net>  
**Sent:** Sunday, March 14, 2021 12:03 PM  
**To:** Board Clerk  
**Subject:** PUBLIC COMMENT ITEM # G 6

**Follow Up Flag:** FollowUp  
**Flag Status:** Flagged

I am writing to request that you pull Item # G6, Code Compliance until you can give enough notice that the public can be adequately informed that it is on the Agenda and with more specific language.

The vagueness with which it is written (on the Board Agenda), the timing of this agenda item, and the vagueness of Supervisor Sweeney's memo to the Board, are enough to send a message that the BOS doesn't want the public involved.

I urge the BOS to pull this item and schedule it later with more advanced notice.

Thank you,

Karen Brieese

Attachment: PUBLIC INPUT - Email from Karen Brieese (11530 : Code Compliance Discussion and Direction)

**Rene LaRoche**

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**From:** [REDACTED]  
**Sent:** Monday, March 15, 2021 10:56 AM  
**To:** Board Clerk  
**Subject:** Item G6

If possible could "Item G6" be discussed later in the Month or next Month.  
I would like to attend a meeting to get more information, but will be unavailable the Tuesday.  
Thank you very much  
Curtis

Sent from my iPad

Attachment: PUBLIC INPUT - Email from Curtis Vincent (11530 : Code Compliance Discussion and Direction)

**Rene LaRoche**

---

**From:** MinuteTraq Notifications <NoReply@IQM2.com>  
**Sent:** Friday, March 12, 2021 1:52 PM  
**To:** Dallin Kimble; Danielle Wardle; Marshall Long; Miles Menetrey; Rene LaRoche; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe  
**Subject:** A new comment has been posted to your Web Portal

The user Lorraine Freeman has posted a comment on [Legislative File 11530: Discussion and Possible Direction Regarding Increasing Non-Compliance with Existing County Codes \(Supervisor Sweeney\)](#).

**Comment:** We need to know specifically what codes are being violated and specifically the exact directions that will be given to the planning department. Because of last year's code compliance debacle, the level of trust in both the Planning Department and our BOS is very, very low. Please be forthcoming.

**Link to the Discussion:** [http://MariposaCountyCA.IQM2.com/Citizens/Detail\\_LegiFile.aspx?ID=11530](http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=11530)

Attachment: PUBLIC INPUT - MinuteTraq Comment from Lorraine Freeman (11530 : Code Compliance Discussion and Direction)

**Rene LaRoche**

---

**From:** MinuteTraq Notifications <NoReply@IQM2.com>  
**Sent:** Friday, March 12, 2021 2:17 PM  
**To:** Dallin Kimble; Danielle Wardle; Marshall Long; Miles Menetrey; Rene LaRoche; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe  
**Subject:** A new comment has been posted to your Web Portal

The user Lorraine Freeman has posted a comment on [Legislative File 11530: Discussion and Possible Direction Regarding Increasing Non-Compliance with Existing County Codes \(Supervisor Sweeney\)](#).

**Comment:** The BOS, last year, agreed to form a citizen's committee for the code compliance issues. This has not been done. This committee needs to be formed and staffed before ANY BOS discussion or direction with the Planning Department.

**Link to the Discussion:** [http://MariposaCountyCA.IQM2.com/Citizens/Detail\\_LegiFile.aspx?ID=11530](http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=11530)

Attachment: PUBLIC INPUT - MinuteTraq Comment from Lorraine Freeman 2 (11530 : Code Compliance Discussion and Direction)

**Rene LaRoche**

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**To:** Board Clerk  
**Subject:** Written comment to be submitted to the BOS...from David Silverman, Coulterville, CA

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Attachment: PUBLIC INPUT - Email from David Silverman (11530 : Code Compliance Discussion and Direction)

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Respectfully submitted on 3/12/21 by David Silverman, Coulterville, CA.

## Rene LaRoche

---

**From:** MinuteTraq Notifications <NoReply@IQM2.com>  
**Sent:** Friday, March 12, 2021 11:26 AM  
**To:** Dallin Kimble; Danielle Wardle; Marshall Long; Miles Menetrey; Rene LaRoche; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe  
**Subject:** A new comment has been posted to your Web Portal

The user Kathleen Armstrong has posted a comment on [Legislative File 11530: Discussion and Possible Direction Regarding Increasing Non-Compliance with Existing County Codes \(Supervisor Sweeney\)](#).

**Comment:** In October and November 2020, when the BOS proposed bad code and Draconian methods of enforcing it, a group of concerned citizens were compelled to act. This group saw the potential victimization of our county's most vulnerable residents, formed an ad hoc coalition and stood up to oppose the Bad Code. In November, we were assured by the Board that public workshops and input would be encouraged. We're close to the end of the first quarter, and now we see an agenda item referring to Code Enforcement which is questionably vague and not a word about the workshops or public input. This is simply unacceptable. The community is again voicing concerns about the lack of engagement on this very important subject. It would be remiss of you to ignore the public again after your commitment to include County citizens in the process of forming sound code, sensible policy and fair enforcement. Remaining tone deaf to the voices of your constituents will increase distrust in your governance. Public workshops and informational presentations which clearly present your agenda and allow public input need to be planned and scheduled. Workshops and meetings should be held during the afternoon, early evening or on weekends so that working community members do not lose income to be part of the process. This would ensure that a diverse population has the opportunity to express their opinions and contribute to the process. I hope that you will take this into consideration and act accordingly. Thank you. Kathleen Armstrong

**Link to the Discussion:** [http://MariposaCountyCA.IQM2.com/Citizens/Detail\\_LegiFile.aspx?ID=11530](http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=11530)

Attachment: PUBLIC INPUT - MinuteTraq Comment from Kathleen Armstrong (11530 : Code Compliance Discussion and Direction)

**Rene LaRoche**

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**From:** MinuteTraq Notifications <NoReply@IQM2.com>  
**Sent:** Friday, March 12, 2021 10:14 AM  
**To:** Dallin Kimble; Danielle Wardle; Marshall Long; Miles Menetrey; Rene LaRoche; Rhonda Scherf; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Tom Sweeney; Wayne Forsythe  
**Subject:** A new comment has been posted to your Web Portal

The user Ross Wilkinson has posted a comment on [Legislative File 11530: Discussion and Possible Direction Regarding Increasing Non-Compliance with Existing County Codes \(Supervisor Sweeney\)](#).

**Comment:** I believe the description of what is currently numbered as item G6 (alleged code non-compliance) is insufficiently detailed in the published agenda and should not be heard unless and until it is sufficiently noticed. Just because no resolution is proposed is no excuse not to detail the discussion to be had. That is why notice is required in the first place. As a general comment in anticipation the BOS will ignore this objection, I observe the BOS has repeatedly heard from its constituents within the last year or so that they do not appreciate previously proposed measures whereby the County would arrogate to itself the power of "judge, jury and executioner" in pursuing code complaints against property owners, especially private residential property owners, and that we do not want overzealous code enforcement. While there may be disputes between private property owners over alleged eyesores, existing law already provides an avenue of redress for their individual disputes. Property ownership involves responsibilities and costs. Costs relating to private disputes should not be transferred to the taxpayers. If this board does not "get that," then maybe they should be replaced in toto.

**Link to the Discussion:** [https://MariposaCountyCA.IQM2.com/Citizens/Detail\\_LegiFile.aspx?ID=11530](https://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=11530)

Attachment: PUBLIC INPUT - MinuteTraq Comment from Ross Wilkinson (11530 : Code Compliance Discussion and Direction)



# MARIPOSA COUNTY

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



H.1

**MARSHALL LONG, CHAIR**  
**ROSEMARIE SMALLCOMBE, VICE-CHAIR**  
**TOM SWEENEY**  
**WAYNE FORSYTHE**  
**MILES MENETREY**

**DISTRICT III**  
**DISTRICT I**  
**DISTRICT II**  
**DISTRICT IV**  
**DISTRICT V**

## ACTION SUMMARY MINUTES

March 2, 2021

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

| Attendee Name        | Title                   | Status  | Arrived |
|----------------------|-------------------------|---------|---------|
| Rosemarie Smallcombe | District I Supervisor   | Present | 9:00 AM |
| Tom Sweeney          | District II Supervisors | 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 Long led the Pledge.

### C. Introductions

None.

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

No public input. Supervisors Smallcombe and Long spoke in support of CA6.

**RESULT:**     **ADOPTED [UNANIMOUS]**

**MOVER:**     Wayne Forsythe, District IV Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:**       Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services     RES-2021-93**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services     RES-2021-94**

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

**CA3. Sheriff's Office RES-2021-95**

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

**CA4. Sheriff's Office RES-2021-96**

Resolution Continuing the Local Emergency Due to the 2021 Mono Wind Event

**CA5. Sheriff's Office RES-2021-97**

Resolution Continuing the Local Emergency Due to the 2021 Meteorological "Atmospheric River" Event

**CA6. Board of Supervisors RES-2021-98**

Approve a Letter of Support for SB 332 Which Will Provide Additional Liability Protection for Certified Burn Bosses on Prescription Fires (Supervisor Long)

**CA7. Board of Supervisors**

Approve the Minutes of Tuesday, January 26, 2021

**CA8. Board of Supervisors**

Approve the Minutes of Tuesday, February 16, 2021

**CA9. Health and Human Services RES-2021-99**

Approve the New Classification and Job Description of Driver Effective Immediately; Set the Driver Monthly Salary at \$2,921.65 - \$3,550.84; and Assign the Driver Classification to the SEIU Bargaining Unit

**CA10. Health and Human Services RES-2021-100**

Approve Amendments to the Division Director of Health Services and Deputy Director Job Description

**CA11. HHS/Public Health RES-2021-101**

Approve an Agreement with the California Department of Public Health to Perform Epidemiologic Services for an Amount Not to Exceed \$45,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

**CA12. HHS/Public Health RES-2021-102**

Ratify the Memorandum of Agreement (MOA) with John C. Fremont Healthcare District (JCFH) for Implementation of Dispensing of the COVID-19 Vaccine

**CA13. HHS/Social Services RES-2021-103**

Approve an Addendum to Emergency Occupancy Agreement with Yah 1901 LLC to Extend the Lease Term through March 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Addendum

**CA14. Sheriff's Office RES-2021-104**

Ratify Agreement Number 2021-26 with the United States Drug Enforcement Administration for Reimbursement for Marijuana and Drug Related Investigations

## E. Board Recognitions

### 1. HHS/Social Services 2021-31

#### **Proclaim the Month of March 2021, as "Professional Social Worker Month"**

Shannon Gadd/Health and Human Services Agency Director discussed the important work of Social Workers then introduced Baljit Hundal/Health Services Division Director to give the staff report. The item was urged during public comment by Pete Judy/Chief Probation Officer, Joe Lynch/Assistant County Administrative Officer, Mike Healy/Public Works Director, and Helène Halcrow.

Chair Long presented the proclamation to Baljit Hundal, Terri Peresan, and Kati Baker.

**RESULT:**       **ADOPTED [UNANIMOUS]**

**MOVER:**       Wayne Forsythe, District IV Supervisor

**SECONDER:**   Rosemarie Smallcombe, District I Supervisor

**AYES:**        Smallcombe, Sweeney, Long, Forsythe, Menetrey

## F. Departmental Presentation

Kristina Allen/Health and Human Services Agency (HHS) Deputy Director of Public Health advised that the County is on track to enter the Orange Tier next Tuesday; noted that they have their first meeting regarding the third party administrator on Monday, the 8th; reported that Mariposa County is now 25% vaccinated; and advised that they are now accepting vaccinating those of high risk. Dr. Allen also reported on two mass vaccination clinics last week; advised that they are having a problem with no-shows and cancellations; and advised that they are not sure how to handle that. She requested that residents advise when they have been vaccinated elsewhere; and discussed MyTurn and reports from other counties as to its functionality.

Matthew Matthiessen/John C. Fremont Healthcare District CEO discussed the district's strong partnership with public health, and discussed the vaccine process. Mr. Matthiessen also provided an update on the Northside clinic, noting that it passed the ADA inspection pending two changes which are occurring today; advised of the need for an additional building permit due to an upgraded alarm system; and noted that they should still be on schedule to open on April 5th. Mr. Matthiessen also reported on recent CPR classes, and recognized Karen Wilson who helped with that process; reported that they are in the final phase of installing a new telemetry system at the hospital which will be the monitoring system that tells doctors the status of the patients; announced that Tom Wilkinson, Chief Nursing Officer, and Jenn Dennison, Emergency Department Medsurge Manager, will both be leaving the district soon; and advised that they are in the process of interviewing new providers.

Dallin Kimble/County Administrative Officer recognized Interim Ag Commissioner, Don Cripe, who finished his service to the County on Sunday; and noted that we continue to recruit for that position and look at other options. Mr. Kimble also advised that there is a meeting of the Mariposa Public Utility District tonight at 6:30 PM where the Creekside Terrace Project will be discussed, as well as a potential Memorandum of Understanding for Fire Services.

## G. Public Comment on Non-Agenda Items

None.

## H. Regular Agenda Items

### 1. Board of Supervisors (ID # 11493)

#### Discussion and Possible Direction Regarding Traffic and Activities on Lazo Way

Supervisor Long introduced the item. During public comment, Joy Miller read a comment from her husband, and discussed the problems going on there which have resulted in fires, traffic, and illegal activities. Board discussion ensued regarding the issue and an ordinance that Public Works and County Counsel are working on which is anticipated to come before the Board within the month.

**RESULT: INFORMATION RECEIVED**

### 2. Building RES-2021-105

#### Approve the Allocation Change of the Building Inspector (186) Position to Plan Checker/Inspector (196) Effective Immediately; and Approve the Budget Action Transferring Funds Within the Building Department Budget to Cover the Difference in the Salary (\$8,000)

Mike Kinslow/Building Director gave the staff report. No public input.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Tom Sweeney, District II Supervisors

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

### 3. Public Works RES-2021-106

#### Approve an Agreement with American Paving Co. for the Darrah Road Bridge Reconstruction in the Amount Not to Exceed \$5,162,387.50; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mike Healy/Public Works Director. No public input.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

### *Recessed*

**11:03 AM** Chair Long recessed the meeting for a brief break and reconvened at 11:10 AM.

Minutes Acceptance: Minutes of Mar 2, 2021 9:00 AM (Items removed from Consent Agenda)

4. **Administration/Community Development RES-2021-107**

**Adopt a Resolution Approving and Authorizing the Submission of an Application for Community Development Block Grant (CDBG) Funding for Mariposa County to Participate in a Business Relief Grant Program in an Amount Not to Exceed \$497,645; Approve a Grant Agreement and Any and All Subsequent Amendments Thereto with the State of California for the Purposes of the Grant. Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any and All Subsequent Amendments Thereto with the State of California for the Purposes of the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the County Administrative Officer to Accept the Award and Implement a Business Relief Grant Program**

Dallin Kimble introduced Tara Schiff/Economic Development Specialist who gave a PowerPoint presentation. Clarification was sought by Board members regarding amounts, timelines, compliance, level of confidence that CDBG will allocate funds rapidly, and staff outreach efforts. Support for the item was expressed during public comment by Helène Halcrow/bed and breakfast owner, Nate Pyle/Grovehouse owner, Kim Costa/Costalivos, and Hanna Wackerman/1850 Restaurant. Helène Halcrow also extended kudos to Ms. Schiff, noted that business owners can receive unemployment benefits through the CARES Act of 2020, and suggested the creation of a banner to be downloaded from the County website that would detail what the business is doing to comply with health orders. Public comment closed. Board discussion ensued regarding the website banner idea, what outreach was being done on the state and federal levels regarding the problems with CDBG, and whether Townsend and Associates will be moving on that issue.

**CORRECTION: Change the not to exceed amount from \$497,645 to \$499,365.**

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

5. **Administration RES-2021-108**

**Retroactively Approve an Amendment with Tangent for Microsoft 365 Licenses in an Amount Not to Exceed \$4,458.64 for the Fiscal Year Ending June 30, 2020; and Authorize the Board of Supervisors Chair to Sign the Amendment**

Dallin Kimble introduced Anthony Rios/Technical Services Manager gave the staff report. No public input.

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

## I. Items removed from Consent Agenda

None.

## J. Board Information

Information received.

## Recessed

**11:35 AM** Chair Long recessed the meeting for lunch.

## K. 2:00 PM Reconvened

### 1. Planning RES-2021-109

**PUBLIC HEARING: Adopt a Resolution 1) Finding that the Project is Exempt from Environmental Review, 2) Approving General Plan/Zoning Amendment/Area Plan Amendment No. 2020-167; 3) Approving Amended Conditions for Design Review No. 2019-035; and 4) Finding that the Final Design Review Details and Site Plan Are in Conformance with the Approval of Design Review No. 2019-035; Self-Help Enterprises, Applicant. Project Proposes to Amend the Designation of an Approximately 0.50 Acre Portion of APN 012-140-023 (Legal with APN 012-140-022) from Single-Family Residential – 9000 Sq. Ft. to Multi-Family Residential. Area is Proposed to be Developed with a Stormwater Drainage Basin and a Basketball Court Associated with the Project. Purpose of the Change in Land Use Designation and Zone is to Allow for Development Appurtenant to a Multi-Family 42 Unit, Affordable Housing Project. Project Site is Located at 5118 Fournier Road**

Sara Williams/Planning Director introduced Alvaro Arias/Deputy Planning Director who gave the staff report with a PowerPoint presentation. The item was urged by Jim Evans and Betsy McGovern-Garcia/Director of Real Estate Development, Self-Help Enterprises.

**CORRECTION: *Substitute Amended Exhibits A and B for the ones supplied.***

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

### 2. Planning (ID # 11498)

**Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending the Mariposa County Zoning Map for an Approximately 0.50 Acre Portion of Assessor Parcel Number (APN) 012-140-023, from the Single Family Residential (9,000 Square Feet) Zone to the Multi-Family**

**Residential Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-167, Self-Help Enterprises, Project Proponent"**

Alvaro Arias gave the staff report. No public comment.

**RESULT: INTRODUCED [UNANIMOUS] Next: 3/16/2021 9:00 AM**

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**3. Administration (ID # 11500)**

**Receive Information on Below Market Rate Loan Lending Structures from Self-Help Enterprises**

Dallin Kimble introduced Betsy McGovern-Garcia/Self-Help Enterprises who explained what low income tax credits are, and how they are used. No public input. Board discussion ensued, with responses to inquiries provided by Ms. McGovern-Garcia, Mr. Kimble, and Ben Goger/Housing Development Specialist.

**RESULT: INFORMATION RECEIVED**

**4. Sheriff's Office (ID # 11484)**

**Receive a Presentation from the Sheriff's Office Regarding Their 2020 Annual Report & Statistics**

Jeremy Brieze/Sheriff - Coroner - Public Administrator gave the report. During public comment, Dallin Kimble/County Administrative Officer commended the Sheriff for the report and the data. Board discussion ensued.

**RESULT: INFORMATION RECEIVED**

**L. Adjournment**

**3:32 PM** Chair Long adjourned the meeting in memory of George Miranda, David Vander Karr, Robin Cerda, Lucy Zimmerman, Bertram Wentzek, Elizabeth Vander Karr, and Donald Hixson.

Respectfully submitted,

René LaRoche  
Clerk of the Board

Marshall Long  
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Mar 2, 2021 9:00 AM (Items removed from Consent Agenda)



# MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



K.1

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Tourism Bureau Presentation

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## RECOMMENDATION AND JUSTIFICATION:

Receive an update from the Yosemite Mariposa County Tourism Bureau (YMCTB) Executive Director on year-to-date expenditures of County provided funds; to include a presentation of sponsorship donations to Mariposa County recipients. (Board Chair)

These sponsorships are made in accordance with the contract between Mariposa County and YMCTB. Sponsorship recipient entities include local museums, non-profit and service organizations who will receive funds this fiscal year. A short public presentation of the check distribution will be made at this time.

## BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received 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:

**2021 Sponsorship release final (PDF)**

**RESULT: PRESENTATION MADE**



## Yosemite Mariposa County Tourism Bureau Announces Sponsorships and Donations to Local Events and Businesses for 2021.

March 4, 2021  
For immediate release

The Yosemite Mariposa County Tourism Bureau is pleased to announce its release of sponsorship funds to help support local events and tourism-based businesses in Mariposa County.

In total, the tourism bureau is donating to 11 local events, businesses and non-profit organizations. Funds for donations come from Mariposa County's contribution to the Tourism Bureau as a reinvestment from collected Transient Occupancy Taxes as well as from the Lodging Association's self-imposed Tourism Business Improvement District Tax.

This year's recipients of sponsorship funds from the Tourism Bureau include the Mariposa Butterfly Festival, Mariposa Rotary, the Northern Mariposa County History Center, the Mariposa Museum and History Center, the Mariposa Fairgrounds and several more.

"This has been a difficult year for Mariposa County's festivals and tourism-based businesses and we're proud to be able to continue to support our county's festivals and events throughout this year," said the Yosemite Mariposa County Tourism Bureau Executive Director, Jonathan Farrington. "Soon enough we'll be at a point where our festivals and events are able to welcome much needed visitors back to our great community and we want to make sure that they have the resources to do so when that time comes."

Due to the effects of the ongoing COVID-19 pandemic, the tourism bureau has dealt with budget shortfalls but continued to plan to provide financial support through its annual sponsorship program. Unfortunately, the county was not able to provide the tourism bureau with its regular funding, but was able to support the tourism bureau with \$50,000, half of which is going back into the community in the form of sponsorships.

For more than a decade YMCTB has been providing tens of thousands of dollars annually in sponsorships and donations as seed money for new events or funds to support annual events and festivals, which in turn support tourism and visitation to Mariposa County.

In past years, the tourism bureau did not consider direct donations to service organizations like Rotary. Due to the pandemic, the approval process changed so that organizations such as Rotary would still have the funds needed to offer support to events such as festivals and fairs.

Donations range from a few hundred dollars to a maximum of \$3,000 dollars for events such as the Mariposa Butterfly Festival. In addition to financial donations, the tourism bureau also offers significant marketing assistance for our local events and festivals. There is still a small amount left for additional donation requests. Please reach out to the tourism bureau directly for information on requests.