

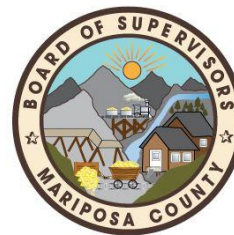


MARIPOSA COUNTY

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

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

February 15, 2022

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 Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

No public comment. Chair Smallcombe and Supervisor Long noted clerical corrections to CA9 changing the Caltrans representative name to Mr. Sam Sherman and changing the word "medial" to "media" on p. 128 in Department Presentation. Rene LaRoche/Clerk of the Board extended kudos to David Atkins in CA11.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2022-104

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-105

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

CA3. Sheriff's Office RES-2022-106

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

CA4. Administration RES-2022-107

Approve a Letter in Support of the UC Cooperative Extension's Proposal to Promote Prescribed Burning as a Land Management Tool; and Authorize the Board of Supervisors Chair to Sign the Letter

CA5. Administration/Human Resources RES-2022-108

Approve a Three-Year Memorandum of Understanding (MOU) with the Sheriff's Management Association (SMA) Effective January 1, 2022 through December 31, 2024; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit in Order to Implement the Provisions of the MOU

CA6. Administration/Human Resources RES-2022-109

Approve a Three-Year Memorandum of Understanding (MOU) with the Deputy Sheriffs' Association (DSA) Effective January 1, 2022 through December 31, 2024; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Units in Order to Implement the Provisions of the MOU

CA7. Board of Supervisors RES-2022-110

Approve a Letter of Support for Mariposa County Arts Council to Apply for a California Arts Council State and Local Partners General Operation Grant from the California Arts Council; and Authorize the Board of Supervisors Chair to Sign the Letter

CA8. Board of Supervisors RES-2022-111

Appoint Wayne Kelly as a Director of the Mariposa County Resource Conservation District (MCRCD) to a Term that Will Expire at Noon on November 28, 2025

CA9. Board of Supervisors

Approve the Minutes of Tuesday, January 4, 2022

CA10. Board of Supervisors

Approve the Minutes of Tuesday, January 11, 2022

CA11. Board of Supervisors

Approve the Minutes of Monday, January 24, 2022

CA12. Clerk of the Board of Supervisors 2022-9

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

CA13. Clerk of the Board of Supervisors 2022-10

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

CA14. Clerk of the Board of Supervisors 2022-11

Recognize David Atkins for His Service on the Mariposa County Assessment Appeals Board

CA15. County Counsel 2022-12

Recognize Shannon Hansen for Her Past Service on the Mariposa County Safety Committee; Reappoint Michael Cornwell and Steve Dahlem as Management Representatives; and Appoint Brad Jouett as a Management Representative to the Mariposa County Safety Committee for Two Year Terms Expiring 2/15/2024

CA16. Health and Human Services 2022-13

Accept Resignation of Kim Tucker from Mariposa County First 5 Commission; Reappoint Jennifer McCollum, Patrick McCarthy, Gwen Nitta, and Margarita King to the Mariposa County First 5 Commission for Terms Expiring February 15, 2025; Appoint Phyllis Becker to the Mariposa County First 5 Commission for a Term Expiring February 15, 2025

CA17. HHS/Behavioral Health & Recovery Services RES-2022-112

Approve Acceptance of the Behavioral Health Response and Rescue Project (BHRRP) Substance Abuse Prevention and Treatment Block Grant (SABG) Award in the Amount of \$555,256.53; and Authorize the Acting Health and Human Services Agency Director to Implement the Program Activities Outlined in the Grant Application

CA18. Public Works RES-2022-113

Increase Extra Help Hours from 999 to 1,300 for an Extra Help Employee at Solid Waste Division Within the Public Works Department

E. Departmental Presentation

Dr. Eric Sergienko/ Public Health Director gave an update on the current health order noting that the mask requirement sunsets at midnight on February 15, 2022 for vaccinated people. Schools and health care workers are required to continue to wear masks. Dr. Sergienko advised that Mariposa cases are declining and there is a transition plan in the works.

Dallin Kimble/County Administrative Officer (CAO) noted that in September of 2021 the Board gave staff direction to close lobbies, wear masks, encouraged working from home, and test weekly. As the County transitions, a safe plan is being prepare and will be released within the week. Mr. Kimble discussed the emergency

proclamations, and AB84 that provides additional sick time for staff out with COVID noting that Joe Lynch/Assistant CAO is evaluating who has been affected.

Joe Lynch explained that mental health care has been done via telephone during COVID and it is being discussed how to pull back to in-person visits or will online services be an option. Mr. Lynch provided additional information on the AB84 COVID pay and how it works.

Dallin Kimble advised that housing rehabilitation projects are ready to go, and funds are available for those who need repairs on their home upon qualifying.

Pete Judy/Chief Probation Officer advised that his department is dealing with parking tickets along with CHP noting that they issued their first two parking tickets to residents. Mr. Judy advised he suspects a more aggressive approach in issuing parking violations, clarified that there wasn't a process previously hence the reason why parking violations were not enforced, and there is an appeal process.

Kari Kisela/Mariposa County Chamber of Commerce updated the Board on the Crab Feed banner noting that due to Caltrans work, Arbor Works has been unable to take it down. Ms. Kisela announced a ribbon cutting ceremony for Granny's Grubs and Goodies, and the Realty Executives of Northern California.

Dr. Kristina Allen/Deputy Director of Public Health updated the Board on the accreditation kick off process for health improvement.

Jeremy Briese/Sheriff addressed a discussion he had with Mr. Kimble and Dr. Sergienko on the COVID 19 Local Emergencies. Mr. Briese then updated the Board on Sheriff Office activities including an increase in DUI's, seeking a grant for Off Highway Vehicles to obtain equipment to use in rural areas, Mariposa County Search and Rescue's fund-raising dinner at the end of the month and gave kudos to the volunteers that respond day or night on emergencies.

Rene LaRoche advised the Board that she will not be available at next week's meeting and wanted to inform them that two items to ratify agreements with the vendors CivicPlus and CivicRec for website services will be on the agenda. Ms. LaRoche noted that she had renegotiated deep discounts on the amount being charged and we will receive a free web design update every four years, Danielle and Tracy will bring this process to a close.

F. Public Comment on Non-Agenda Items

Public comment was received by Jonathan regarding masks or no masks he leans towards all or nothing, so no one is singled out.

G. Regular Agenda Items

1. HHS/Public Health (ID # 12428)

Presentation on the State Small Water System Transfer to Environmental Health for Oversight

Dave Conway/Environmental Health Director gave the staff report. No public comment. In response to the Board's inquiry, Mr. Conway elaborated on fees, wells at the school district being under the jurisdiction of the State, and letters sent out by Environmental Health to update.

RESULT: INFORMATION RECEIVED

2. Public Works RES-2022-114

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

Shannon Hanson/Director of Public Works and Transportation gave the staff report. No public comment. Supervisor Smallcombe gave kudos for the project being completed timely and within budget.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. Clerk of the Board of Supervisors RES-2022-115

Adopt a Resolution Establishing a New Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

Rene LaRoche gave the staff report. During public comment Ms. LaRoche responded to Jeanetta Phillips questions relative to sunset dates, and staffing. Discussion ensued. The Board gave kudos to Ms. LaRoche for her work.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. Clerk of the Board of Supervisors RES-2022-116

Approve a Signature Authority Policy

René LaRoche/Clerk of the Board gave the staff report. Discussion ensued and a change was requested. No public comment.

AMENDMENT: *Change the ceiling amounts of provision 5.2.14, regarding Software as a Service agreements, to match the limits of the purchasing code. In provision 5.2.15 Grant application, strike everything after \$60,000 match in the first bullet point.*

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recess

10:47 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:53 AM.

5. Administration RES-2022-117

Approve a Request for Qualifications for the Mother Lode Accessory Dwelling Unit Workbook

Ben Goger/Housing Development Specialist gave the staff report. No public comment. Discussion ensued.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. Administration RES-2022-118

Approve the Mother Lode Accessory Dwelling Unit Participation Agreement, and Authorize the Board Of Supervisors Chair to Sign the Amendment

Ben Goger/Housing Development Specialist noted a clerical correction in the title, should be “agreement” instead of “amendment” and gave the staff report. No public Comment. Discussion ensued. Mr. Goger responded to the Board with clarifications on how funds will be divided amongst the four counties.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

7. Administration RES-2022-119

Approve an Agreement with Policy Confluence, Inc. (Polco) for an Independent Employee Survey with an Amount Not to Exceed \$10,500 for One-Year Then Auto-Renew Afterwards; and Authorize the Board of Supervisors Chair to Approve the Agreement

Dallin Kimble/County Administrative Officer (CAO) gave the staff report. During public comment Mr. Kimble addressed how often the survey is done. Discussion

ensued.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **Administration/Human Resources (ID # 12667)**

**CLOSED SESSION: Public Employment, Title or Position to be Filled:
(Government Code Section 54957 (B) (1)); Clerk of the Board**

RESULT: CLOSED SESSION HELD

Recess

11:28 AM Chair Smallcombe moved the meeting into Closed Session.

Report out

11:53 AM Chair Smallcombe reported that Information was Received, and Direction was Given during the Closed Session.

J. Board Information

Information received.

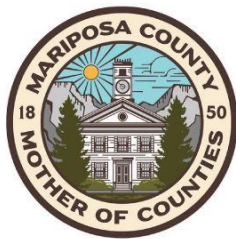
K. Adjournment

12:02 PM Chair Smallcombe adjourned the meeting in memory of Charles Brand, Evelyn Koontz, John Dean (D) Williams.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-104

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

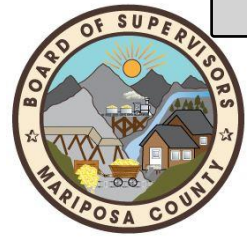
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

RESOLUTION - ACTION REQUESTED 2022-105

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

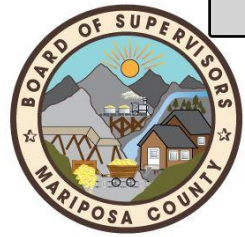
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2022-106

MEETING: February 15, 2022
TO: The Board of Supervisors
FROM: Jeremy Briesse, Sheriff
RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

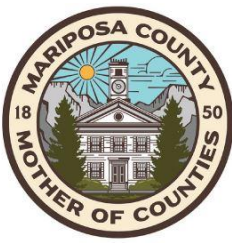
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RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

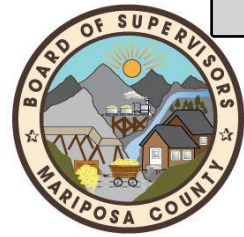
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Administration • 966-3222



D.4

RESOLUTION - ACTION REQUESTED 2022-107

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Letter of Support of the UCE Fire Prevention Proposal

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter in Support of the UC Cooperative Extension's Proposal to Promote Prescribed Burning as a Land Management Tool; and Authorize the Board of Supervisors Chair to Sign the Letter.

As the impacts and occurrence of wildfires continues to grow in California, collaborative and holistic approaches are needed to address this complex issue. One potential solution to this growing problem is the restoration of prescribed fire as a land management and hazard mitigation tool, especially in fire-adapted ecosystems found throughout the Southern Sierra Nevada. This letter signifies our support of the proposed grant application, "Encouraging the use of prescribed fire in the southern Sierra Nevada" (Project number 21-FP-MMU-0220).

Mariposa County supports the goals of the UC Cooperative Extension's proposal. In recent years, wildfires have burned more than 200,000 acres in our county, exacerbating a local housing crisis and creating significant strain on County resources and services. We are prepared to be involved in the success of these endeavors by providing space and some transportation for the SPFC coordinator and partnering with UC Cooperative Extension and Cal Fire to promote prescribed burning as a land management tool.

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:

Do not approve. Staff would not send this letter of support.

ATTACHMENTS:

UCE Fire Prevention Letter of Support (PDF)

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

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

February 8, 2022

California Department of Forestry
and Fire Protection (CAL FIRE)
1416 9th Street
P.O. Box 944246
Sacramento, CA 94244-2460

Subject: State Responsibility Area Fire Prevention Fund Projects

To Whom It May Concern:

As the impacts and occurrence of wildfires continues to grow in California, collaborative and holistic approaches are needed to address this complex issue. One potential solution to this growing problem is the restoration of prescribed fire as a land management and hazard mitigation tool, especially in fire-adapted ecosystems found throughout the Southern Sierra Nevada. This letter signifies our support of the proposed grant application, "Encouraging the use of prescribed fire in the southern Sierra Nevada" (Project number 21-FP-MMU-0220).

Despite some recent legislative support, prescribed fire is still not well understood or used in the state of California. UC Cooperative Extension's proposal leverages success in other areas to address educational barriers to the use of prescribed fire in three ways: the Firewise program, workshops for landowners and Southern Sierra Prescribed Fire Council (SPFC) promotion.

The National Fire Protection Association's Firewise program teaches people how to adapt to living in wildfire-prone areas and work together to prevent losses. Supporting this program in schools will open conversation and increase understanding of the role of fire in the Southern Sierra Nevada for youth and their parents.

Prescribed fire workshops for private landowners will help to address the Southern Sierra portion of the 13.3 million acres of private forestlands that require restoration treatments. These workshops will follow the highly successful example of private landowner workshops held in the Northern Sierra region in 2018, where workshops quickly filled.

Finally, the coordination of the Southern Sierra Prescribed Fire Council (SPFC) will create the collaborative environment needed to share resources, expertise, and strategies among the diverse partners represented by this group. While SPFC has been active for many years, a full-time coordinator will increase the capacity and effectiveness of this organization.

Mariposa County supports the goals of the UC Cooperative Extension's proposal. In recent years, wildfires have burned more than 200,000 acres in our county, exacerbating a local housing crisis and creating significant strain on County resources and services. We are prepared to be involved in the success of these endeavors by providing space and some transportation for the SPFC coordinator and partnering with UC Cooperative Extension and Cal Fire to promote prescribed burning as a land management tool.

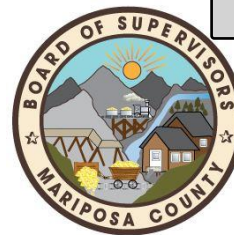
Sincerely,

Rosemarie Smallcombe, Chair



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



RESOLUTION - ACTION REQUESTED 2022-108

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve SMA MOU Effective January 1, 2022 to December 31, 2024

RECOMMENDATION AND JUSTIFICATION:

Approve a three-year Memorandum of Understanding (MOU) with the Sheriff's Management Association (SMA) effective January 1, 2022 through December 31, 2024; authorize the Board of Supervisors Chair to sign the MOU; and authorize the Auditor to increase appropriations to each affected budget unit in order to implement the provisions of the MOU. Pursuant to Article 20 "Duration" of the previous MOU, the parties have met and conferred and have agreed to enter into this MOU.

After several sessions with the SMA and meeting separately in closed sessions with the Board of Supervisors, a successful Tentative Agreement was reached which includes:

- A 3.7% cost-of-living adjustment retroactive to January 1, 2022, and subsequent increases, which will be effective January 1, 2023 and January 1, 2024 respectively, to be determined by a wage adjustment formula tied to Consumer Price Index and revenue growth in the County's General Purpose Revenue.
- For employees who participate in a health insurance plan, an increase to their monthly Flexible Benefit Allowance (FBA) each year during the contract period. The FBA can be used towards an employee's health and welfare benefits, towards deferred compensation, or it can be taken as cash.
- Added bilingual pay of \$65 per month for employees who demonstrate proficiency in Spanish by passing a language proficiency exam.
- Added a provision relative to vacation cash outs, which includes language that effective November 15, 2023, employees must submit an irrevocable election form the year prior to receiving the cash out.
- Added language that allows employees to convert sick leave hours to CalPERS service credit upon service retirement.
- Added the Juneteenth Independence Day holiday to the list of established County holidays.
- Various clarifying language changes, addition of approved side letters, and clean-up of various provisions of the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors agreed to the negotiated issues contained in the Tentative Agreement with the SMA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved, it will be necessary to reopen negotiations and this could result in a charge of unfair labor practices.

FINANCIAL IMPACT:

Funding will be appropriated into each affected budget unit by the Auditor's office with the end of the fiscal year adjustments.

ATTACHMENTS:

SMA MOU 2022-2024 - Draft (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARIPOSA COUNTY
and
MARIPOSA COUNTY
SHERIFFS' MANAGEMENT ASSOCIATION
JANUARY 1, 20~~22~~¹⁹ – DECEMBER 31, 20~~24~~²¹



**MEMORANDUM OF UNDERSTANDING
MARIPOSA COUNTY SHERIFFS' MANAGEMENT ASSOCIATION**

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APPENDIX A- Job Classifications and Salary Ranges

PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Sheriffs' Management Association ("Association").

ARTICLE 1 - RECOGNITION

The County recognizes the Association as the Recognized Employee Organization for all regular, full-time employees occupying positions in a bargaining unit comprised of the following job:

ASSISTANT CHIEF PROBATION OFFICER
CUSTODIAL SERGEANT
JAIL LIEUTENANT
SHERIFF'S CAPTAIN
SHERIFF'S SERGEANT-PATROL
SHERIFF'S UNDERSHERIFF

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization "Recognized Employee Organization" means an employee organization formally acknowledged by the County as having the exclusive right to represent the employees in a bargaining unit.

Section 2.2 - Employee "Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee "Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee "Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possess information related to his/her employer's employer-employee relations. Confidential positions shall be designated by the Board of Supervisors following a meet and consult (only) process with employee organizations.

Section 2.5 - Regular Full-Time Employees "Regular Full-Time Employees" means all permanent and probationary salaried employees, excluding extra help employees.

Section 2.6 - Extra Help Employee "Extra Help Employee" means any employee who is not a regular full-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date "Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Association shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 - The Association agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in accordance with this Memorandum of Understanding.

Section 4.2 - Any matter involving the management of governmental operations vested by law in the County and not covered by this Memorandum of Understanding is in the province of the County.

Section 4.3 - The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4 - The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Association shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5 - The management of the County government and the direction of the workforce of the County is vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding; and the Public Safety Officers' Procedural Bill of Rights Act (Government Code Section 3300 et seq);

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

ARTICLE 5 - ASSOCIATION RIGHTS

Section 5.1

The Association has the right to meet and confer in good faith with authorized management representatives of the County regarding wages, hours, and other terms and conditions of employment within the scope of representation as provided in Government Code Section 3505. This right extends to any identifiable impacts resulting from the County's exercise of management rights identified in Article 4 above. If agreement is reached by the representatives of the County and the Association following the meet and confer process, they shall prepare a written memorandum of such understanding, which shall not be binding, and present it to the Board of supervisors for acceptance. If the Board of supervisors adopts the written Memorandum of Understanding, it shall become binding on the parties.

Section 5.2

The Association has the right to reasonable and advance notice and an opportunity to meet and confer with the County regarding proposed adoption of or changes to any ordinance, resolution, policy, procedure, rule or regulation relating to matters within the scope of representation, including the right to relevant and necessary information, unless otherwise agreed to in this Memorandum of Understanding. However, in emergencies, pursuant to Government Code 3504.5, the County may take action on a particular item without such advance notice, provided that notice and the opportunity to meet and confer shall be provided as soon as practicable.

Section 5.3 - Grievance Processing

An employee, when a grievant, and one Association representative shall be released from duty for the purpose of presenting the grievance at all normal steps of the grievance procedure. The Association agrees that preparation of the grievance and conference on the subject of the grievance by the respective employee and the Association representative shall be done at times other than during working hours, unless expressly authorized by the affected employee's department head.

Section 5.4 - Negotiating Committee

Release Time: The County shall provide reasonable release time for the Association negotiating committee. Release time shall be granted for no more than three (3) representatives, including alternates.

Compensatory Time: Those negotiators who are on their own time during the meetings will not be entitled to compensatory time.

Section 5.5 - Bulletin Boards, Use of Facilities

5.5.1 - Bulletin Boards.

The Association shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Association and the department, under the following conditions:

- 1) Material shall be posted on space as designated;
- 2) Posted material shall bear the identity of the organization;
- 3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;
- 4) Material shall be neatly displayed and shall be removed when no longer timely.

5.5.2 - Visitation and Distribution

The Association may have an authorized representative contact members of the Association in County facilities for purposes of representing or communicating with those members about employer-employee relations with the County, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt County business.

5.5.3 - Facilities

County facilities shall be made available to the Association for meeting purposes only, provided that appropriate advance arrangements are made. A charge at the prevailing County rates may be made to offset the cost of such use.

5.5.4 - Copies of MOU

The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

Section 5.6 - Payroll Deductions

The County will deduct from the salary or wages of Association members the monthly Association membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by the Association, as certified in writing to the County and pay such amounts to the Association.

5.6.1 - The County shall implement new, changed, or discontinued deductions as soon as possible following a request by the Association, but in no event more than fifteen (15) days after the Association's request.

5.6.2 - The Association shall indemnify and hold the County harmless from any and all claims or actions from employees for deductions made in reliance on the Association's certification or information provided to the County regarding cancellations or changes to employee deductions.

Section 5.7 - New Employee Orientation

5.7.1 – Notification

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Association is recognized as the exclusively recognized employee organization.

The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation.

The Association will be provided not less than ten (10) calendar days' advance notice of the time, date and location of new employee orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is

an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

The County shall not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

5.7.2 – Association and Employee Participation

The Association will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Association membership information to employees in the Association's bargaining unit. No more than two (2) representatives of the Association may present the information to the employees. This could include an Association board member, officer, or representative designated by the Association.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Association portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Association is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Association portion of the orientation.

Association representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Association provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Association will be provided with a written explanation of why the employee could not be released.

5.7.3 - Information Provided

The County will provide the Association with a digital file via email to the email address designated by the Association containing the following information to the extent the County has the information on file:

- Name
- Job title
- Department

- Work location
- Work telephone numbers
- Personal email addresses on file with the County (new hires only)

The Association acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files but intends to do so in subsequent digital files provided to the Association and will notify the Association on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Association) to direct the County to withhold disclosure of the employee's:

- Personal email address

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The salary of the various classifications represented by this Memorandum of Understanding shall be as set forth in Appendix "A" attached hereto, shall apply to all employees covered by this Memorandum of Understanding, and shall be made a part thereof.

6.1.1 – Wage Increase

Wages for employees covered by this MOU shall be increased across the board as follows:

Three and ~~Seven-Tenths One-Quarter~~ percent (3.~~7-1~~%) effective January 1, 2022~~19~~.

~~Three and One-Half percent (3 ½%) effective January 1, 2020.~~

~~Three and Three-Quarter percent (3 ¾%) effective January 1, 2021.~~

Salary increases for years 2 and 3 of the MOU, which will be effective January 1, 2023 and January 1, 2024 respectively, will be determined by a wage adjustment

formula tied to Consumer Price Index ("CPI") and revenue growth in the County's General Purpose Revenue, as follows:

At least two and three-quarters percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase each year within the 2.75% and 4.25% range will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2022 and 2023, respectively.

The actual percentage of growth in the County's General Purpose Revenue between fiscal years 2020-21 and 2021-22 for the Year 2 salary adjustment; and between fiscal years 2021-22 and 2022-23 for the year 3 salary adjustment.

6.1.2 – Market Equity Adjustments

The parties agree to conclude negotiations or reach impasse for market equity increases for the Sheriff's Undersheriff, Sheriff's Captain and Assistant Chief Probation Officer classifications no later than March 31, 2022 in order to allow the County time to compile and review the relevant market data and bring a recommendation to the Board of Supervisors. Any agreed upon market increases for the Sheriff's Undersheriff, Sheriff's Captain and Assistant Chief Probation Officer classifications will be contained in a side letter to the MOU.

6.1.2 – Compensation Study

~~The equity adjustments requested for the Sheriff's Undersheriff; Sheriff's Captain; Sheriff's Sergeant; Jail Lieutenant; Custodial Sergeant; and Assistant Chief Probation Officer will be deferred pending completion of the County's compensation study scheduled to be conducted in the Spring of 2019 and completed by August 2019. After the compensation study is completed, the County will meet and confer with SMA representatives over the results of the study pertaining to the aforementioned classifications. By this provision, the County will have no obligation beyond conducting the study and meeting and conferring regarding the results of the study.~~

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments Employees shall be paid on the last working day of each calendar month.

6.2.1.1 - The County reserves the right to reopen section 6.2.1 during the term of the MOU to meet and confer with the Association regarding proposed changes to the County's payroll pay schedule.

6.2.2 - Merit Advancement Within Range An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations.

6.2.3 - Promotion When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.01 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.02 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.03 - If the position is reclassified to a class with a lower salary range, the salary of the employee may not change unless it is greater than the maximum of the new range. In such event, the salary of the employee shall be reduced to the maximum salary of the new range.

6.2.7 - Pay upon Termination An employee who terminates his/her employment or is terminated from the County shall receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

Section 6.3 - Differentials/Allowances

6.3.1 - Stand-By Compensation Stand-by compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority. Stand-by duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on stand-by status.

Effective February 1, 2016, employees assigned to stand-by duty shall receive two dollars and fifty cents (\$2.50) per hour for each hour of stand-by duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during a stand-by period shall receive no stand-by compensation for the entire stand-by period. If the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

6.3.2 - Shift Differential. Employees shall receive shift differential as follows:

6.3.2.01 – Effective February 1, 2016, fifty cents (\$.50) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.02 – Effective February 1, 2016, one dollar (\$1.00) per hour for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.2.03 - Custodial Sergeants shall receive one (1) additional shift differential payment per cycle (day off to day off) when working different shifts. The appropriate rate shall be determined by the majority of the number of shifts worked. If this number is equal, the additional shift differential payment shall be \$.225 per hour.

6.3.3 - Call-back Pay Anytime an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at the applicable rate.

6.3.3.01 – Court Pay

a. Any appearance during an employee's off-duty time during the AM hours shall be compensated once with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive AM hours shall be compensated at time and one-half.

b. Any appearance during an employee's off-duty time during the PM hours shall be compensated with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive PM hours shall be paid at time and one-half.

The minimums as described above shall only be paid for appearances that are one (1) hour or more beyond the beginning or ending of a regularly assigned shift. Appearances that are within one (1) hour of the beginning or ending of a regularly assigned shift are considered continuation of shift and shall be compensated at time and one-half.

6.3.4 - Uniform Allowance

6.3.4.1 - The uniform allowance, except for the Assistant Chief Probation Officer, shall be One Thousand and Fifty Dollars (\$1,050) per fiscal year. The uniform allowance for the Assistant Chief Probation Officer shall be Six Hundred and Fifty Dollars (\$650) per fiscal year.

6.3.4.2 - The County shall pay the uniform allowance to employees on a monthly basis.

6.3.4.3 - The County shall, in the event of irreparable damage to an employee's uniform while on duty, replace the damaged item of uniform at no cost to the employee.

Section 6.4 - Benefits

6.4.1 – Insurance

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 – County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be \$500 per employee or annuitant per month.

6.4.1.3 – Dental and Vision Insurance. The County's contribution for dental and vision insurance will be one hundred percent (100%) of the employee only premium amount. The County will cover 100% of premium

increases for dental and vision, said increases not to exceed a combined amount of \$15.00 per employee for the term of the MOU.

6.4.1.4 – Life Insurance. The County will pay \$30,000.00 coverage for employee and \$1,000.00 dependent coverage.

6.4.1.5 – State Disability Insurance (SDI). The County will pay 100% of SDI.

6.4.1.6 – Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

The cash option amount for employees shall be as follows:

	Effective 12/1/20 ~~21~~ ¹⁹	Effective 12/1/20 ~~22~~ ²⁰	<u>Effective</u> <u>12/1/2023</u>
Non-participant in medical insurance	\$814.62	\$814.62	<u>\$814.62</u>
Participant	<u>\$~~1040.00~~^{865.8}</u> 4	<u>\$~~1190.00~~^{890.8}</u> 4	<u>\$1340.00</u>

6.4.2 – Retirement: The County shall continue contracting with the California Public Employees' Retirement System (CalPERS) for pension benefits for employees covered by this Memorandum of Understanding.

a. Employees hired before November 1, 2011

For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of "3% at 50," with a 5 year vesting period
- ii. Final compensation based on the single highest year

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013

This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California

Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of "3% at 55," with a 5 year vesting period
- ii. Final compensation based on three consecutive years

Employees in subsections (a) and (b) will continue contributing 9% towards the member contribution. The County will continue to be responsible for 100% of the employer's contribution.

c. "New members"

For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of "2.7% at 57," with a 5 year vesting period
- ii. Final compensation based on three consecutive years

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.2.1 – The County will continue providing the optional benefits identified in the CalPERS contract for all eligible employees, including the 2W survivor benefit and the sick leave conversion benefit.

6.4.3 - Maintenance of Benefits The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Association prior to any changes.

6.4.4 - Benefits Available During Leaves During any leave under Section 8.3, Leaves, while not on County payroll, an employee may carry through certain benefits as follows:

6.4.4.1 - Life and Dental: May be carried for 90 days while on leave. Employee must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.4.2 - Health: May be carried while on leave. The employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office, and checks must be mailed to the carrier.

6.4.4.3 - State Disability Insurance: An employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.5 - Longevity Pay Longevity pay shall be granted to all regular County employees covered by this Memorandum of Understanding.

6.4.5.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 - Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

Longevity pay shall be granted despite any pending step increases or range changes.

6.4.6 - Workers' Compensation/State Disability

6.4.6.1 - Eligibility Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or compensatory time, at the employee's option.

Section 6.5 - Education Incentive Plan

6.5.1 - Upon receipt of an Intermediate POST certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

6.5.2 - Upon receipt of an Advanced POST certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

6.5.3 - Upon receipt of a Supervisory POST Certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

6.5.4 - Upon receipt of a Management POST Certificate, the employee shall be compensated an additional two-and-one-half percent (2-1/2%) above the base pay.

For Custodial Sergeants, Jail Lieutenant, and the Assistant Chief Probation Officer the following applies:

6.5.5 – Upon receipt of a Supervisory STC Certificate, the employee shall be compensated at two-and-one-half percent (2-1/2%) above the base pay.

6.5.6 – Upon receipt of a Management STC Certificate, the employee shall be compensation an additional two-and-one-half percent (2-1/2%) above the base pay.

6.5.7 – Employees who possess both a Supervisory POST certificate and a Supervisory STC certificate will receive education incentive pay for only one certificate. Employees who possess both a Management POST certificate and a Management STC certificate will receive education incentive pay for only one certificate.

Section 6.6 - Resident Pay

Sergeants permanently assigned to the Coulterville areas shall receive \$100 per month supplemental pay.

Section 6.7 – Bilingual Pay

Employees who demonstrate proficiency in Spanish by passing a County administered language proficiency examination shall receive an additional \$65 per month. The County will implement an appropriate testing process for employees to demonstrate proficiency as soon as administratively practicable.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

A new employee shall be on probation during the first twelve (12) months of employment with the County. At any time during the probationary period, the department head may relieve the individual from employment with the County. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

Section 7.2 - Status of Permanent Employees who are Promoted or Transferred

An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall continually monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall be returned to the lower or lateral classification. If no vacancy exists in the lower or lateral classification, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this

Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Association recognizes that probationary employees may be released from County employment without cause.

Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 – Overtime

Section 8.1.1 –Exempt Classifications

The following classifications are deemed exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.3 and 8.1.4 below:

Assistant Chief Probation Officer

Sheriff's Captain

Sheriff's Undersheriff

However, at the sole discretion of the County Administrative Officer, employees in the above classification may be paid at time and one half their base hourly rate for time worked beyond the normal regularly scheduled shift during a major incident or disaster.

Section 8.1.2 – Non-Exempt Classifications

The following classifications are regularly scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period and are deemed non-exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.3 and 8.1.4 below:

Custodial Sergeant

Jail Lieutenant

Sheriff's Sergeant

Section 8.1.3 – Contract Overtime

Employees in the non-exempt classifications listed above shall be paid overtime for the time worked in excess of the employee's regular shift or for hours worked on a regularly scheduled day off. The rate of pay for contract overtime shall be time and one half the employee's base hourly rate as set forth in the County's salary schedule, attached to this MOU as Appendix A, and all POST/Educational incentives and longevity pay. In lieu of receiving contract overtime pay,

employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off may request to cash out their earned compensatory time off at any subsequent time and will be paid out at the rate of time and one half the employee's contract overtime rate of pay. However, employees must take any remaining compensatory time off within ninety (90) days of the end of the month in which the overtime was earned or the time will be paid out during the following payroll period at the rate of time and one half the employee's contract overtime rate of pay. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection.

Section 8.1.4 – Statutory Overtime – Work Period

For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County has declared a twenty-eight (28) day work period for all bargaining unit classifications eligible for the partial overtime exemption under section 207(k) of the FLSA. The work period commences at 12:01 a.m. Sunday and ends at 11:59 p.m. Saturday, twenty-eight (28) consecutive days later. The classifications subject to the 207(k) partial exemption are as follows:

- Custodial Sergeant
- Jail Lieutenant
- Sheriff's Sergeant

All non-exempt bargaining unit classifications not listed above shall have a seven (7) day work period and be eligible for statutory overtime for all hours actually worked in excess of forty (40) in the seven (7) day work period.

Section 8.1.5 – Dual Calculation to Determine Statutory Overtime Owed

Notwithstanding the contract overtime provisions specified in subsection 8.1.3 above, the County has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt section 207(k) eligible employees in excess of 171 in the 28 day work period and for all other non-exempt bargaining employees in excess of 40 in the 7 day work period. To the extent the County's dual calculation method determines that FLSA overtime owed for the 28 day or 7 day work period exceeds the amount of contract overtime paid pursuant to subsection 8.1.3 for the same 28 or 7 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment".

The Association and the County agree to cooperate with each other to ensure ongoing accuracy of the FLSA overtime calculations and/or to resolve specific questions or concerns raised by bargaining unit employees regarding their overtime compensation. To this end, within fourteen days of receiving a written

request from the Association, the Auditor's office will meet with Association representatives to review payroll data on the dual calculation method for the preceding six (6) month period. Should any errors be identified in the County's dual calculation method which resulted in underpayment of FLSA overtime to any employees, the County will correct the error and fully compensate the employee for the underpayment of overtime within forty-five (45) calendar days. Bargaining unit employees retain all rights under the FLSA.

Section 8.1.6 – Regular Rate of Pay for Calculation of Statutory Overtime

For the purpose of calculating statutory overtime as defined in subsection 8.1.4 above, the following listed special pays and compensation will be added to the employee's base hourly rate to arrive at the employee's regular rate of pay:

- Shift Differential
- Longevity Pay
- POST/Education Incentive Pay
- Resident Pay
- Field Training Officer Pay
- Out of Class Pay-Temporary Assignment
- Flexible Benefit Allowance-Opt Out Pay
- On-Call Pay

Statutory overtime required by this subsection shall be calculated in accordance with the FLSA regular rate requirements set forth in 29 CFR sections 778.108, 778.109 and 778.110.

Section 8.1.7 – Overtime Dispute Resolution Procedures

The County and the Association ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with California Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in subsection 8.1.3 above. The parties further acknowledge and agree that subsection 8.1.3 above establishes the full extent of the County's contractual obligations to pay overtime for services rendered within the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under subsections 8.1.4 through 8.1.6 above are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under subsections 8.1.4 through 8.1.6 above are expressly excluded from the parties' grievance procedure set forth in Article 14 of the MOU.

Section 8.2 - Leaves

Paid and unpaid leaves will be granted in accordance with applicable state and federal law and the terms of this Memorandum of Understanding.

Employees who are absent from work must be on an authorized or approved leave. Unauthorized or unapproved absences are treated as absences without leave and are subject to disciplinary action.

8.2.1 - Annual Leave Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-3 years of service	86 hours annually
4-9 years of service	128 hours annually
10 or more years of service	171 hours annually

Employees shall be entitled to take only that vacation time which has been earned. An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of occurrence.

8.2.1.1 - Employees may accumulate up to three hundred and sixty (360) hours of vacation. Once an employee reaches 360 hours of accrued vacation hours, he/she will not accrue additional vacation hours unless and until their current vacation hour total is below 360 hours.

8.2.1.2 – Employees may cash out accrued vacation hours on an annual basis, up to a maximum of eighty (80) hours each year, as long as the employee has a minimum balance of one hundred sixty (160) accrued vacation hours when requesting the vacation cash out. Vacation cash out will occur during the month of November provided employees submit a written request to the Human Resources Department by November 1 of each year. This section sunsets November 15, 2023.

Effective November 15, 2023:

8.2.1.3 - Employees must submit an irrevocable election form by December 15, 2023 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of One Hundred Sixty (160) accrued vacation hours at the time the cash out is requested. This minimum hours requirement is reduced to Eighty (80) hours for requests submitted by December 15, 2023 for the November 2024 cash out.

For example, irrevocable election forms submitted in December 2023 will be for the November 2024 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2024.

Irrevocable election forms will be available in Human Resources beginning November 15, 2023. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.2.2 - Sick Leave Employees shall be entitled to take only that sick leave time which has been earned. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of fifteen hundred (1500) hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, said department head shall report the fact of the demand for said certificate to the Human Resources Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave. Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed eighty (80) hours per calendar year.

8.2.3 - Personal Necessity Employees shall be entitled to six (6) days of leave per year in case of personal necessity. The six (6) days of leave shall be deducted from the existing sick leave allotment. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the department head in advance of the absence.

8.2.4 - Sick Leave Conversion and Payout Employees may convert any amount of their accumulated sick leave hours (up to 100% of the accumulated total (i.e., 1500 hours)) to CalPERS service credit upon service retirement in accordance with Government Code section 20965 and applicable provisions of the Public Employment Retirement Law.

8.2.4.1 - Any accumulated sick leave hours that are not converted to CalPERS service credit will be paid out to the employee or the employee's beneficiaries upon service retirement (excluding deferred retirement), disability retirement, or death subject to the following limits:

1. After five (5) years of continuous service, twenty-five percent (25%) of the employee's accumulated sick leave up to a maximum of two hundred forty (240) hours.
2. After ten (10) years or more continuous service, fifty percent (50%) of the employee's accumulated sick leave up to a maximum of six hundred (600) hours.

Payment of Accumulated Sick Leave ~~The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:~~

- ~~1. After five (5) years of continuous service, twenty five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.~~
- ~~2. After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of six hundred (600) hours.~~
- ~~3. In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must qualify for retirement pursuant to County's "Public Employees Retirement System" (PERS) contract, with the State of California.~~

8.2.5 - Bereavement Leave Employees shall be allowed a maximum of five (5) days per calendar year for bereavement ~~of sick~~ leave in the event of a death in the family. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next.

If bereavement leave beyond the five (5) days in any one calendar year is requested and approved, the additional bereavement leave time will be drawn from the employee's vacation leave or administrative leave accrual.

8.2.6 - Illness Leave This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or the California Family Rights Act, the employee shall receive benefits consistent therewith.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County. The employee shall not be entitled to any compensation for this type of leave.

8.2.7 - Education or Training Leave This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently, the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within County service.

The employee shall not be entitled to any compensation for this type of leave.

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.2.8 - Leave to Seek Office An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay, nunc pro tunc, for a period not to exceed twelve (12) months. Prior to exercising said leave, the employee must notify his/her department head in writing of intent to exercise leave, and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.2.9 - Military Leave Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the

military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents are submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.2.10 - Compulsory Leave If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.2.11 - Maternity Leave Maternity leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.5.6.3, Workers' Compensation/State Disability Usage, nor is sick leave or vacation accrued or diminished.

8.2.12 – Administrative Leave Each full time overtime-exempt employee shall be entitled to sixty (60) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.2.13 - Failure to Return from Leave at Scheduled Time Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered an absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.2.14 - Payment for Earned Annual Leave upon Termination Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.2.15 - County Business No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees, representing employee bargaining units while bargaining with the County on behalf of employees.

8.2.16 - Jury Service/Duty Leave Employees who are summoned for jury service/duty will be granted time off without the loss of wages, vacation time, compensatory time, sick leave or employee benefits for the purpose of responding to a summons for jury service/duty and when serving on a jury. This right to leave with pay for jury service/duty shall apply equally to all bargaining unit employees, including those working swing and graveyard shifts. Bargaining unit employees who are excused from their jury service/duty will contact their supervisor and shall return to work for the balance of their shift. Those bargaining unit employees who work swing or graveyard shifts and are excused from jury service/duty will be expected to report for their assigned shift.

ARTICLE 9 - HOLIDAYS

~~Two different holiday schedules are utilized by the Association:~~

Section 9.1 — The Jail Lieutenant, Custodial Sergeant, and Sheriff's Sergeant-Patrol classifications shall receive ~~fourteen (14)thirteen (13)~~ paid holidays per year (~~twelve~~ ~~[12]eleven-[14]~~ recognized County holidays, one [1] floating holiday and one [1] personal holiday). Days off are scheduled at the discretion of the County. Thanksgiving and/or Christmas holidays, if worked by an employee, shall be

compensated at a rate of time and one-half to be taken as pay or compensatory time off, at the election of the employee.

To account for the fact that the ~~classification of Jail Lieutenant, Custodial Sergeant, and Sheriff's Sergeant-Patrol classifications are~~ is currently not receiving paid time off for the ~~fourteen (14) thirteen (13)~~ holidays referenced above, the County agrees to provide ~~112404~~ hours of prescheduled paid leave each calendar year to ~~these this~~ classifications.

The paid leave time provided by this section does not include or alter other holiday leave banks in effect in the department that address holiday time. It does not provide for any additional holidays other than those holidays provided for in Article 9. Nor does this agreement affect the County's right to make changes to other holiday time banks not covered by Article 9 as permitted under the meet and confer requirements of State law.

The ~~112404~~ hours of paid leave time called for by this section shall be credited to the ~~Jail Lieutenant, Custodial Sergeant, and Sheriff's Sergeant-Patrol classifications~~ at the beginning of each calendar year. The department shall thereafter schedule ~~100 of~~ those hours over the course of the calendar year for each employee as a regular day off around the employees existing regular days off. To the extent it is administratively possible, the ~~112400~~ hours will be scheduled in advance, as part of the regular 28-day work cycle, so as to preclude the need for overtime to cover the day off. When taken as time off, these leave hours will be treated as hours worked for overtime purposes.

~~Any~~The remaining ~~four~~ hours of holiday time for each employee in this classification will be available for that employee to use by the end of the calendar year to cover sick time or vacation time when, due to the employee's alternative work schedule, there is a difference between the eight hours granted for sick leave or vacation and the employees regular work day. For example, an employee assigned to a 4/10 alternative work schedule who takes a sick day, for which he/she receives eight hours of sick time, that employee will be permitted to apply two of the ~~remaining additional four~~ hours toward that particular day to bring the paid leave time up to 10 hours for the absence.

The ~~112404~~ hours of paid leave time called for by this section shall be scheduled and taken as a regular day off within the calendar year the time is credited. Any time not used during the calendar year will not be carried over into the next calendar year and will be considered forfeited by the employee.

Section 9.2 - The Assistant Chief Probation Officer, Sheriff's Captain, and Sheriff's Undersheriff classifications shall receive the legal holidays established pursuant to Government Code Sections 6700, 19853, and 19854:

1. Every Sunday
2. January 1st, New Year's Day

3. Third Monday in January, known as "Martin Luther King's Day"
4. Third Monday in February, known as "Presidents Day"
5. Last Monday in May, known as "Memorial Day"
6. June 19th, known as "Juneteenth Independence Day"
- ~~7~~6. July 4th, known as "Independence Day"
- ~~8~~7. First Monday in September, known as "Labor Day"
- ~~9~~8. Second Monday in October, known as "Columbus Day"
- ~~10~~. November 11th, known as "Veterans Day"
- ~~11~~. Thanksgiving Day
- ~~12~~. The day after Thanksgiving Day
- ~~13~~. December 25th, known as "Christmas Day"
- ~~14~~. Every day appointed by the President or Governor for public fast, thanksgiving or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees. The Thursday in November appointed as Thanksgiving Day shall be a legal holiday in Mariposa County.
- ~~15~~. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 2, 6, 7, 109 and 1344 above occurs.
- ~~16~~. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 2, 6, 7, 109 and 1344 above occurs.

Section 9.2.1 – Employees assigned to alternative work schedules shall be entitled to take as a holiday another day in the same work week if one of the holidays falls on their regular day off.

Section 9.3 - Personal Holidays

9.3.1 Personal Holiday. All County employees are entitled to a personal holiday; all new employees of the County are entitled to a personal holiday after

their one-year (1-year) anniversary in the calendar year of their first anniversary date.

9.3.2 Additional Holiday. Every employee shall be entitled to take one of the following additional holidays subject to the employee's choice and prior approval by the employee's department head:

1. The last working day before, or the first working day after Christmas (December 25th);
2. The last working day before, or the first working day after New Year's Day (January 1st).

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate Employees who use their own vehicles for in-county business shall be reimbursed at the current IRS mileage rate as amended from time to time, from point of origin approved by the department head.

10.1.2 - Meals If because of County business an employee provides a meal for another person, the employee may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven dollars (\$37.00) per day. All expenses are to be approved by the department head and accompanied by receipts acceptable to the auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-county travel for the purpose of mileage computation. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 - Out-of-County Meals. Employees who because of County business are required to eat away from home shall be reimbursed as set out below: An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars (\$44.00) per day.

For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of \$44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs. On day(s) when you attend a banquet, you shall only be eligible for the non-banquet meals per Section 10.2.2, plus the actual banquet expense. Banquet receipt required.

10.2.5 - Travel Expense Advance A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-county travel shall be advanced to any County employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any preregistration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County prior to any subsequent claims being approved by the County. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of \$3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).
2. Expenditures for alcoholic beverages.

Section 10.4 – Re-Opener of Article 10

The parties agree to re-open Article 10 no later than June 30, 2022 for possible changes based on the County's development of a proposed County-wide policy on travel and expenses.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of January. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall forward all requests to the County Administrative Officer with a recommendation for approval or denial.

The County Administrative Officer shall consider such requests and recommend one of the following actions to the Board of Supervisors:

11.2.1 - Deny the request and direct the department head to assign only those duties to the employee that are within the employee's current job description;

11.2.2 - Approve the request for reclassification;

11.2.3 - Deny the request for reclassification.

At least ten (10) working days prior to the Administrative Officer's recommending one of these actions to the Board, the County shall give prior notice to the Association of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

The Board shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Association may appeal the decision of the Board of Supervisors (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Association's or the County's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Association, the County shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates In the event a reclassification request is approved by the Board of Supervisors subsequent to either the Administrative Officer's recommendation or the arbitrator's decision, the effective date for the change shall be the March 1 following the date of the request.

11.3.2 - Out-of-Class Payments If the department head is directed to assign only those duties that are within the employee's current job description by the Board of Supervisors, or if the Board of Supervisors decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the County shall pay out-of-class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - One Year Bar If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned work of a higher level permanent position on a temporary basis due to a vacancy, illness, vacation or other type of leave, and employees who are performing work of a higher level but have been assigned their regular duties in accordance with Section 11.3.2, Out-of-Class Payments, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the

conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

- a) Extra help employees;
- b) Probationary employees in the inverse order of seniority;
- c) Regular employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Association shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to fill in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current County employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head or his/her designee in accordance with this Article. All employees shall be governed by the rules and guidelines as set forth in Section 3300 of the Government Code and any other lawfully-mandated rights.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense.

13.1.2 - One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.2.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.2.1.1 - Falsification of application for work;

13.1.2.1.2 - False information regarding driver's license;

13.1.2.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2.2 - Incompetence;

13.1.2.3 - Insubordination;

13.1.2.4 - Dishonesty;

13.1.2.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.2.5.1 In possession of, under the influence of, alcohol beverages, while at work or in County work areas; unless specifically assigned as a part of an undercover assignment and as approved in advance by the department head or his/her designee.

13.1.2.5.2 In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.2.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs;

13.1.2.7 - Misuse of County property or damage to County property resulting from misuse or negligence;

13.1.2.8 - Violation of a County and/or departmental rule;

13.1.2.9 - Sexual harassment.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head or his/her designee contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head or his/her designee.

13.2.6 - When a response is made to a proposed disciplinary action, the department head or his/her designee shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head or his/her designee believes there is just cause for disciplinary action against an employee, the department head or his/her designee shall give the employee a written notice of the final action. Notification to a permanent employee of the final disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and/or omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all materials on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charge if demanded within ten (10) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

13.3.5 — Final ~~D~~disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head or his/her designee. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

13.3.6 - Disciplinary Arbitration: In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date received by the employee of the CAO's written decision. Any such appeal must be submitted directly to the CAO.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head or his/her designee determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head or his/her designee, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head or his/her designee, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Administrative Leave with Pay

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures, provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - When the complaint of misconduct is of a serious nature and it is contrary to the best interest of the County for an employee to continue his regular duties while awaiting investigation or formal disciplinary action, the employee may be relieved from regular duty and assigned to inactive duty by the department head or his representative.

- A. In an emergency situation where time does not permit the notification of the department head, a supervisor may assign an employee to inactive duty. In such cases the department head shall be notified in writing as soon as possible.
- B. An employee on inactive duty assignment is entitled to his/her regular pay and benefits.
- C. An employee placed on inactive duty shall surrender his/her weapon, badge, and identification card to the assigned supervisor.

13.5.2 - The suspended employee is given written notice in person or by deposit in U.S. certified mail of the charges upon which the suspension was based within one (1) working day after suspension;

13.5.3 - The employee is notified of his/her right to file a written response or to have a conference with the department head or his/her designee;

13.5.4 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1

It is agreed that the grievance machinery of this Memorandum of Understanding provides the exclusive procedure for resolving a "grievance" as defined in section 14.2.1 below.

Section 14.2 - Definitions

14.2.1 - A “grievance” is an allegation by one or more employees or the Association that the County has violated an express provision of this Memorandum of Understanding, County policy, procedure or regulation involving matters within the statutory scope of bargaining.

14.2.2 - A “supervisor” is an administrator having immediate jurisdiction over the grievant.

14.2.3 - “Working day” shall mean days in which the County offices are open for business.

Section 14.3 - Pre-Grievance Step

14.3.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

14.3.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.3.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.4 - Formal Grievance

14.4.1 - Step One Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. In the event the department head or his/her designee grants the grievance in a manner that requires the payment of any county funds to the

grievant, the department head's or his/her designee's decision shall be advisory only to the County Administrative Officer. A copy of the decision shall be sent to the Association and this copy shall dictate time limits.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her Association representative at the meeting.

14.4.2 - Step Two If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one.

The County Administrative Officer or his/her designee shall meet with the grievant and may include other persons involved in the grievance. The grievant may be accompanied by his/her Association representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the grievance, which answer shall be final and binding on the grievant and the Association unless it is timely appealed to arbitration by the Association in accordance with the procedures set forth in Section 14.4.3.

14.4.3 - Step Three - Arbitration Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Association's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Association.

The County and the Association shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Association and the County.

14.4.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Association and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Association. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Association and the County.

Section 14.5 - Miscellaneous Provisions

14.5.1 - In the absence of administrators required to render decisions as outlined in the procedures, the Administrative Officer shall appoint a substitute.

14.5.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Association shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond step two without written concurrence of the Association. The Association shall have the right to appear and be heard in all individual or group grievances at any step.

14.5.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.5.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by his/her immediate supervisor.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the Human Resources Director, County Counsel and the Administrative Officer. Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of five years, and annually thereafter.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions, provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - Affected members warrant that there will be no strike, work slow-down, or sick-out of any kind or a refusal or failure to fully and faithfully perform job functions and responsibilities by the Association officers or members during the term of this Memorandum of Understanding.

Section 17.2 - In the event of any such action or interference described in Section 17.1, the Association shall take whatever affirmative action necessary and within its authority

to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Association immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances, rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - Except as provided in this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate during the term of this Memorandum of Understanding and agree that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are modified or rendered invalid by subsequent legislative enactment or held to be contrary to law by a court of competent jurisdiction (including the appellate process), then only such provision or application will be deemed invalid and all other provisions or applications shall continue in full force and effect.

In the event of modification or invalidation of any provision of this Memorandum of Understanding by legislative enactment or a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on January 1, 2022~~19~~, and shall continue in full force and effect through December 31, 2024~~21~~, and shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.2 - Entire Agreement.

Approved this 15th day of February 2022 by the Board of Supervisors, County of Mariposa.

For the County

For the Association

~~Rosemarie Smallcombe~~Miles Menetrey, Chair Craig "Mike" Charman~~Captain Chris Ramirez~~,
Board of Supervisors President
Sheriffs' Management

Association

Date: _____

Date: _____

Richard C. Bolanos
County Negotiator

Timothy K. Talbot
Association Negotiator

Date: _____

Date: _____

Jacob Bobman
Jail Lieutenant~~Sheriff's Sergeant~~

Date: _____

Attachment: SMA MOU 2022-2024 - Draft (RES-2022-108 : Approve SMA MOU Effective January 1, 2022 to December 31, 2024)

| _____

Kevin Packard
Sheriff's ~~Captain~~Sergeant

Date:

Approved as to Form:

Steven W. Dahlem
County Counsel

Attachment: SMA MOU 2022-2024 - Draft (RES-2022-108 : Approve SMA MOU Effective January 1, 2022 to December 31, 2024)

APPENDIX A

Job Classifications and Salary Grade/Step Table

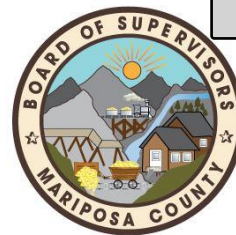
These salaries are effective 1/1/2022. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

POSITION TITLE	GRADE STEP	HOURLY RANGE	MONTHLY RANGE	ANNUAL RANGE	GROUP CODE
ASST CHIEF PROBATION OFCR	557 1	45.9530	7,965.03	95,582.24	SM
	557 2	48.2510	8,363.35	100,362.08	SM
	557 3	50.6660	8,781.94	105,385.28	SM
	557 4	53.1970	9,220.64	110,649.76	SM
	557 5	55.8560	9,681.52	116,180.48	SM
CUSTODIAL SERGEANT	550 1	33.1430	5,744.68	68,937.44	SM
	550 2	34.8020	6,032.23	72,388.16	SM
	550 3	36.5440	6,334.17	76,011.52	SM
	550 4	38.3660	6,649.98	79,801.28	SM
	550 5	40.2860	6,982.77	83,794.88	SM
JAIL LIEUTENANT	552 1	41.6380	7,217.11	86,607.04	SM
	552 2	43.7200	7,577.99	90,937.60	SM
	552 3	45.9050	7,956.71	95,482.40	SM
	552 4	48.2010	8,354.68	100,258.08	SM
	552 5	50.6100	8,772.23	105,268.80	SM
SHERIFF'S CAPTAIN	556 1	49.4160	8,565.28	102,785.28	SM
	556 2	51.8860	8,993.40	107,922.88	SM
	556 3	54.4810	9,443.19	113,320.48	SM
	556 4	57.2040	9,915.17	118,984.32	SM
	556 5	60.0650	10,411.07	124,935.20	SM
SHERIFF'S SERGEANT/PATROL	551 1	38.8670	6,736.82	80,843.36	SM
	551 2	40.8120	7,073.94	84,888.96	SM
	551 3	42.8500	7,427.19	89,128.00	SM
	551 4	44.9900	7,798.12	93,579.20	SM
	551 5	47.2410	8,188.28	98,261.28	SM
SHERIFF'S UNDERSHERIFF	555 1	55.1130	9,552.74	114,635.04	SM
	555 2	57.8740	10,031.30	120,377.92	SM
	555 3	60.7660	10,532.57	126,393.28	SM
	555 4	63.8070	11,059.67	132,718.56	SM
	555 5	66.9960	11,612.42	139,351.68	SM



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



RESOLUTION - ACTION REQUESTED 2022-109

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve DSA MOU Effective January 1, 2022 to December 31, 2024

RECOMMENDATION AND JUSTIFICATION:

Approve a three-year Memorandum of Understanding (MOU) with the Deputy Sheriffs' Association (DSA) effective January 1, 2022 through December 31, 2024; authorize the Board of Supervisors Chair to sign the MOU; and authorize the Auditor to increase appropriations to each affected budget unit in order to implement the provisions of the MOU. Pursuant to Article 20 "Duration" of the previous MOU, the parties have met and conferred and have agreed to enter into this MOU.

After several sessions with the DSA and meeting separately in closed sessions with the Board of Supervisors, a successful Tentative Agreement was reached including:

- A 3.7% cost-of-living adjustment retroactive to January 1, 2022, and subsequent increases, which will be effective January 1, 2023 and January 1, 2024 respectively, to be determined by a wage adjustment formula tied to Consumer Price Index and revenue growth in the County's General Purpose Revenue.
- For employees who participate in a health insurance plan, an increase to their monthly Flexible Benefit Allowance (FBA) each year during the contract period. The FBA can be used towards an employee's health and welfare benefits, towards deferred compensation, or it can be taken as cash.
- Added bilingual pay of \$65 per month for employees who demonstrate proficiency in Spanish by passing a language proficiency exam.
- An increase to the probationary period from six months to twelve months for employees promoting or transferring into a DSA classification.
- Added a provision relative to vacation cash outs, which includes language that effective November 15, 2023, employees must submit an irrevocable election form the year prior to receiving the cash out.
- Added language that allows employees to convert sick leave hours to CalPERS service credit upon service retirement.
- Added the Juneteenth Independence Day holiday to the list of established County holidays.
- Various clarifying language changes, addition of approved side letters, and clean-up of various provisions of the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors agreed to the negotiated issues contained in the Tentative Agreement with the DSA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved, it will be necessary to reopen negotiations and this could result in a charge of unfair labor practices.

FINANCIAL IMPACT:

Funding will be appropriated into each affected budget unit by the Auditor's office with the end of the fiscal year adjustments.

ATTACHMENTS:

DSA MOU 2022-2024 - Draft (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARIPOSA COUNTY
and
MARIPOSA COUNTY DEPUTY SHERIFFS' ASSOCIATION
JANUARY 1, 20~~22~~¹⁹ – DECEMBER 31, 20~~24~~²¹



**MEMORANDUM OF UNDERSTANDING
MARIPOSA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Deputy Sheriffs' Association ("Association").

ARTICLE 1 - RECOGNITION

The County recognizes the Association as the Recognized Employee Organization for all regular, full-time employees occupying positions in a bargaining unit comprised of the following job classes:

CUSTODIAL DEPUTY
DEPUTY PROBATION OFFICER I/II/III
DISTRICT ATTORNEY INVESTIGATOR
PROBATION CORRECTIONS OFFICER
SHERIFF'S DEPUTY
SHERIFF'S DETECTIVE

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization "Recognized Employee Organization" means an employee organization formally acknowledged by the County as having the exclusive right to represent the employees in a bargaining unit.

Section 2.2 - Employee "Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee "Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee "Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possess information related to his/her employer's employer-employee relations. Confidential positions shall be designated by the Board of Supervisors following a meet and consult (only) process with employee organizations.

Section 2.5 - Regular Employees "Regular Employees" means all permanent and probationary benefited employees, excluding extra-help employees.

Section 2.6 - Extra Help Employee "Extra Help Employee" means any employee who is not a regular employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date "Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Association shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 - The Association agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in accordance with this Memorandum of Understanding.

Section 4.2 - Any matter involving the management of governmental operations vested by law in the County and not covered by this Memorandum of Understanding is in the province of the County.

Section 4.3 - The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4 - The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Association shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5 - The management of the County government and the direction of the work force of the County is vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding; and the Public Safety Officers' Procedural Bill of Rights Act (Government Code Section 3300 et seq);

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

ARTICLE 5 - ASSOCIATION RIGHTS

Section 5.1 - The Association has the right to meet and confer in good faith with authorized management representatives of the County regarding wages, hours, and other terms and conditions of employment within the scope of representation as provided in Government Code Section 3505. This right extends to any identifiable impacts resulting from the County's exercise of management rights identified in Article 4 above. If agreement is reached by the representatives of the County and the Association following the meet and confer process, they shall prepare a written memorandum of such understanding, which shall not be binding, and present it to the Board of supervisors for acceptance. If the Board of supervisors adopts the written Memorandum of Understanding, it shall become binding on the parties.

Section 5.2 - The Association has the right to reasonable advance notice and an opportunity to meet and confer with the County regarding proposed adoption of or changes to any ordinance, resolution, policy, procedure, rule or regulation relating to matters within the scope of representation, including the right to relevant and necessary information, unless otherwise agreed to in the Memorandum of Understanding. However, in emergencies, pursuant to Government Code 3504.5, the County may take action on a particular item without such advance notice, provided that notice and the opportunity to meet and confer shall be provided as soon as practicable.

Section 5.3 - Grievance Processing

An employee, when a grievant, and one Association representative shall be released from duty for the purpose of presenting the grievance at all normal steps of the grievance procedure. The Association agrees that preparation of the grievance and

conference on the subject of the grievance by the respective employee and the Association representative shall be done at times other than during working hours, unless expressly authorized by the affected employee's department head.

Section 5.4 - Negotiating Committee

Release Time: The County shall provide reasonable release time for the Association negotiating committee. Release time shall be granted for no more than three (3) representatives, including alternates.

Compensatory Time: Those negotiators who are on their own time during the meetings will not be entitled to compensatory time.

Section 5.5 - Bulletin Boards, Use of Facilities

5.5.1 - Bulletin Boards.

The Association shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Association and the department, under the following conditions:

- 1) Material shall be posted on space as designated;
- 2) Posted material shall bear the identity of the organization;
- 3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;
- 4) Material shall be neatly displayed and shall be removed when no longer timely.

5.5.2 - Visitation and Distribution

The Association may have an authorized representative contact members of the Association in County facilities for purposes of representing or communicating with those members about employer-employee relations with the County, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt County business.

5.5.3 - Facilities

County facilities shall be made available to the Association for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing County rates may be made to offset the cost of such use.

5.5.4 - Copies of MOU

The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

Section 5.6 - Payroll Deductions

The County will deduct from the salary or wages of Association members the monthly Association membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by the Association, as certified in writing to the County, and pay such amounts to the Association.

5.6.1 - The County shall implement new, changed, or discontinued deductions as soon as possible following a request by the Association, but in no event more than fifteen (15) days after the Association's request.

5.6.2 - The Association shall indemnify and hold the County harmless from any and all claims or actions from employees for deductions made in reliance on the Association's certification or information provided to the County regarding cancellations or changes to employee deductions

Section 5.7 - New Employee Orientation

5.7.1 – Notification

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Association is recognized as the exclusively recognized employee organization.

The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation.

The Association will be provided not less than ten (10) calendar days' advance notice of the time, date and location of new employee orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days that is critical to the County's operations and is not reasonably foreseeable.

The County shall not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

5.7.2 – Association and Employee Participation

The Association will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Association membership information to employees in the Association's bargaining unit. No more than two (2) representatives of the Association may present the information to the employees. This could include an Association board member, officer, or steward and an Association representative designated by the Association.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Association portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Association is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Association portion of the orientation.

Association representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Association provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Association will be provided with a written explanation of why the employee could not be released.

5.7.3 - Information Provided

The County will provide the Association with a digital file via email to the email address designated by the Association containing the following information to the extent the County has the information on file:

- Name
- Job title
- Department
- Work location
- Work telephone numbers
- Personal email addresses on file with the County (new hires only)

The Association acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a

result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Association and will notify the Association on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Association) to direct the County to withhold disclosure of the employee's:

- Personal email address

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 – Wage Increase

Wages for employees covered by this MOU shall be increased across the board as follows:

Three and ~~Seven-Tenths One-Quarter~~ percent (~~3.7-¼~~%) effective January 1, 2022~~19~~.

~~Three and One Half percent (3 ½%) effective January 1, 2020.~~

~~Three and Three Quarter percent (3 ¾%) effective January 1, 2021.~~

Salary increases for years 2 and 3 of the MOU, which will be effective January 1, 2023 and January 1, 2024 respectively, will be determined by a wage adjustment formula tied to Consumer Price Index ("CPI") and revenue growth in the County's General Purpose Revenue, as follows:

At least two and three-quarters percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase each year within the 2.75% and 4.25% range will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2022 and 2023, respectively.

The actual percentage of growth in the County's General Purpose Revenue between fiscal years 2020-21 and 2021-22 for the Year 2 salary adjustment; and between fiscal years 2021-22 and 2022-23 for the Year 3 salary adjustment.

6.1.2 – Market Equity Adjustments Compensation Study

The parties agree to conclude negotiations or reach impasse for a market equity increase for the District Attorney Investigator classification no later than March 31, 2022 in order to allow the County time to compile and review the relevant market data and bring a recommendation to the Board of Supervisors. Any agreed upon market increase for the District Attorney Investigator classification will be contained in a side letter to the MOU.

~~The equity adjustment requested for the District Attorney Investigator will be deferred pending completion of the County's compensation study scheduled to be conducted in the Spring of 2019 and completed by August 2019. After the compensation study is completed, the County will meet and confer with DSA representatives over the results of the study pertaining to the District Attorney Investigator classification. By this provision, the County will have no obligation beyond conducting the study and meeting and conferring regarding the results of the study for the District Attorney Investigator.~~

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments Employees shall be paid on the last working day of each calendar month.

6.2.1.1 - The County reserves the right to reopen section 6.2.1 during the term of the MOU to meet and confer with the Association regarding proposed changes to the County's payroll pay schedule.

6.2.2 - Merit Advancement Within Range An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations.

6.2.3 - Promotion When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the

employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.01 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.02 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.03 - If the position is reclassified to a class with a lower salary range, the salary of the employee may not change unless it is greater than the maximum of the new range. In such event, the salary of the employee shall be reduced to the maximum salary of the new range.

6.2.7 - Pay upon Termination An employee who terminates his/her employment or is terminated from the County shall receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

Section 6.3 - Differentials/Allowances

6.3.1 - Stand-By Compensation Stand-by compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to the approval of the administrative officer. Stand-by duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations

where workers are recalled to work when not previously placed on stand-by status.

Employees assigned to stand-by duty shall receive two dollars and fifty cents (\$2.50) per hour for each hour of stand-by duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during a stand-by period shall receive no stand-by compensation for the entire stand-by period. If the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

6.3.2 - Shift Differential. Employees shall receive shift differential as follows:

6.3.2.01 – Fifty cents (\$.50) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.02 – One dollar (\$1.00) per hour for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.2.03 - Custodial Deputies shall receive one (1) additional shift differential payment per cycle (day off to day off) when working different shifts. The appropriate rate shall be determined by the majority of the number of shifts worked. If this number is equal, the additional shift differential payment shall be \$.225 per hour.

This section is not applicable to the District Attorney Investigator.

6.3.3 - Call-back Pay Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at the applicable rate.

6.3.3.01 – Court Pay:

a. Any appearance during an employee's off-duty time during the AM hours shall be compensated once with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive AM hours shall be compensated at time and one-half.

b. Any appearance during an employee's off-duty time during the PM hours shall be compensated with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive PM hours shall be paid at time and one-half.

The minimums as described above shall only be paid for appearances that are one (1) hour or more beyond the beginning or ending of a

regularly assigned shift. Appearances that are within one (1) hour of the beginning or ending of a regularly assigned shift are considered continuation of shift and shall be compensated at time and one-half.

6.3.4 - Uniform Allowance

6.3.4.1 – The uniform allowance for the employees, except for the District Attorney Investigator and Deputy Probation Officers I/II/II, shall be One Thousand Dollars (\$1,000) per fiscal year.

The uniform allowance for the District Attorney Investigator and Deputy Probation Officers I/II/III shall be Five Hundred and Fifteen Dollars (\$515) per fiscal year.

This section is not applicable to the Probation Corrections Officer.

6.3.4.2 - The County shall pay the uniform allowance to employees on a monthly basis.

6.3.4.3 - The County shall, in the event of irreparable damage to an employee's uniform while on duty, replace the damaged item of uniform at no cost to the employee.

Section 6.4 - Benefits

6.4.1 – Insurance

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 – County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be \$500 per employee or annuitant per month.

6.4.1.3 – Dental and Vision Insurance. The County's contribution for dental and vision insurance will be one hundred percent (100%) of the employee only premium amount. The County will cover 100% of premium increases for dental and vision, said increases not to exceed a combined amount of \$15.00 per employee for the term of the MOU.

6.4.1.4 – Life Insurance. The County will pay \$10,000.00 coverage for employee and \$1,000.00 dependent coverage.

6.4.1.5 – State Disability Insurance (SDI). The County will pay 100% of SDI.

6.4.1.6 – Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

The cash option amount for employees shall be as follows:

	Effective 12/1/ ~~2019~~ <u>202</u> <u>1</u>	Effective _____ 12/1/ ~~2020~~ <u>2022</u>	Effective <u>Effective</u> 12/1/ <u>2023</u>
Non-participant in medical insurance	\$664.00 ~~\$602.01~~ <u>714.0</u>	\$664.00 _____	~~\$664.00~~
Employee only	<u>1</u> ~~\$690.91~~ <u>816.0</u>	~~\$627.01~~ <u>764.00</u>	~~\$814.00~~
Employee +1	<u>0</u> ~~\$727.01~~ <u>902.0</u>	~~\$715.91~~ <u>916.00</u>	~~\$1016.00~~
Family	<u>0</u>	~~\$752.01~~ <u>1052.00</u>	~~\$1202.00~~

6.4.2 – Retirement: The County shall continue contracting with the California Public Employees' Retirement System (CalPERS) for pension benefits for employees covered by this Memorandum of Understanding.

a. Employees hired before November 1, 2011

For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of "3% at 50," with a 5 year vesting period
- ii. Final compensation based on the single highest year

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013

This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California

Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of "3% at 55," with a 5 year vesting period
- ii. Final compensation based on three consecutive years

Employees in subsections (a) and (b) will continue contributing 9% towards the member contribution. The County will continue to be responsible for 100% of the employer's contribution.

c. "New members"

For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of "2.7% at 57," with a 5 year vesting period
- ii. Final compensation based on three consecutive years

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.2.1 – The County will continue providing the optional benefits identified in the CalPERS contract for all eligible employees, including the 2W survivor benefit and the sick leave conversion benefit.

6.4.3 - Maintenance of Benefits The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, County Contribution for Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Association prior to any changes.

6.4.4 - Benefits Available During Leaves During any leave under Section 8.3, Leaves, while not on County payroll, an employee may carry through certain benefits as follows:

6.4.4.1 - Life and Dental: May be carried for 90 days while on leave. Employee must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.4.2 - Health: May be carried while on leave. The employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office, and checks must be mailed to the carrier.

6.4.4.3 - State Disability Insurance: An employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.5 - Longevity Pay Longevity pay shall be granted to all regular County employees covered by this Memorandum of Understanding.

6.4.5.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 - Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

Longevity pay shall be granted despite any pending step increases or range changes.

6.4.6 - Workers' Compensation/State Disability

6.4.6.1 – Eligibility Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or compensatory time, at the employee's option.

Section 6.5 - Education Incentive Plan

Employees shall be eligible to participate in the Education Incentive Plan.

6.5.1 - Employees in possession of an Intermediate POST certificate shall be compensated an additional two-and-one-half percent (2-1/2%) of base pay.

6.5.2 - Employees in possession of an Advanced POST certificate shall be compensated an additional two and one-half percent (2-1/2%) of base pay for a total sum of five percent (5%) of base pay.

Sections 6.5.1 and 6.5.2 apply to the positions of District Attorney Investigator, Sheriff's Deputy, and Sheriff's Detective only.

6.5.3 - County shall provide reimbursement of employees' expenses for continuing education at an amount not to exceed \$150 per semester with a \$300 cap per fiscal year. Claims shall be submitted through the Department Head for approval.

Section 6.6 - Resident Pay

Sheriff's Deputies permanently assigned to Wawona, Fish Camp and Coulterville areas shall receive \$100 per month supplemental pay.

Section 6.7 - Field Training & Training Premium

Sheriff's Deputies and Custodial Deputies assigned to perform training functions shall be compensated an additional five percent (5%) base pay while performing training functions.

Section 6.8 – Bilingual Pay

Employees who demonstrate proficiency in Spanish by passing a County administered language proficiency examination shall receive an additional \$65 per month. The County will implement an appropriate testing process for employees to demonstrate proficiency as soon as administratively practicable.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

A new employee shall be on probation during the first eighteen (18) months of employment with the County. At any time during the probationary period, the department head may relieve the individual from employment with the County. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

Section 7.2 - Status of Permanent Employees who are Promoted or Transferred

An employee having permanent status in a bargaining unit classification who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. An employee having permanent status in a non-bargaining unit classification who is promoted or transferred into a bargaining unit classification shall be on probation for twelve (12) months in the new position to which he/she has been promoted or transferred. During ~~the~~ this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall continually monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall be returned to the lower or lateral classification. If no vacancy exists in the lower or lateral classification, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served an eighteen (18) month probation, regardless of possible promotion while serving as new probationary employees.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Association recognizes that probationary employees may be released from County employment without cause.

Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy, with the addition of language providing for a split sample test at a second qualified lab, at the employee's request and expense.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 – Overtime

Section 8.1.1 – Non-Exempt Classifications

The following classifications are regularly scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period and are deemed non-exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.2 and 8.1.3 below:

- Custodial Deputy
- Deputy Probation Officer I/II/III
- District Attorney Investigator
- Probation Corrections Officer
- Sheriff's Deputy
- Sheriff's Detective

Section 8.1.2 – Contract Overtime

Employees in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of the employee's regular shift or for hours worked on a regularly scheduled day off. The rate of pay for contract overtime shall be time and one half the employee's base hourly rate as set forth in the County's salary schedule, attached to this MOU as Appendix A, and all POST/Educational incentives and longevity pay. In lieu of receiving contract overtime pay, employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off may request to cash out their earned compensatory time off at any subsequent time and will be paid out at the rate of time and one half the employee's contract overtime rate of pay. However, employees must take any remaining compensatory time off within ninety (90) days of the end of the month in which the overtime was earned or the time will be paid out during the following payroll period at the rate of time and one half the employee's contract overtime rate of pay. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection.

Section 8.1.3 – Statutory Overtime – Work Period

For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County has declared a twenty-eight (28) day work period for all bargaining unit classifications eligible for the partial overtime exemption under section 207(k) of the FLSA. The work period commences at 12:01 a.m. Sunday and ends at 11:59 p.m. Saturday, twenty-eight (28) consecutive days later. The classifications subject to the 207(k) partial exemption are as follows:

- Custodial Deputy
- Sheriff's Deputy
- Sheriff's Detective

All non-exempt bargaining unit classifications not listed above shall have a seven (7) day work period and be eligible for statutory overtime for all hours actually worked in excess of forty (40) in the seven (7) day work period.

Section 8.1.4 – Dual Calculation to Determine Statutory Overtime Owed

Notwithstanding the contract overtime provisions specified in subsection 8.1.2 above, the County has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt section 207(k) eligible employees in excess of 171 in the 28 day work period and for all other non-exempt bargaining employees in excess of 40 in the 7 day work period. To the extent the County's dual calculation method determines that FLSA overtime owed for the 28 day or 7 day work period exceeds the amount of contract overtime paid pursuant to subsection 8.1.2 for the same 28 or 7 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment."

The Association and the County agree to cooperate with each other to ensure ongoing accuracy of the FLSA overtime calculations and/or to resolve specific questions or concerns raised by bargaining unit employees regarding their overtime compensation. To this end, within fourteen days of receiving a written request from the Association, the Auditor's office will meet with Association representatives to review payroll data on the dual calculation method for the preceding six (6) month period. Should any errors be identified in the County's dual calculation method which resulted in underpayment of FLSA overtime to any employees, the County will correct the error and fully compensate the employee for the underpayment of overtime within forty-five (45) calendar days. Bargaining unit employees retain all rights under the FLSA.

Section 8.1.5 – Regular Rate of Pay for Calculation of Statutory Overtime

For the purpose of calculating statutory overtime as defined in subsection 8.1.3 above, the following listed special pays and compensation will be added to the employee's base hourly rate to arrive at the employee's regular rate of pay:

Shift Differential
 Longevity Pay
 POST/Education Incentive Pay
 Resident Pay
 Field Training Officer Pay
 Out of Class Pay-Temporary Assignment
 Flexible Benefit Allowance-Opt Out Pay
 On-Call Pay

Statutory overtime required by this subsection shall be calculated in accordance with the FLSA regular rate requirements set forth in 29 CFR sections 778.108, 778.109 and 778.110.

Section 8.1.6 – Overtime Dispute Resolution Procedures

The County and the Association ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with California Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in subsection 8.1.2 above. The parties further acknowledge and agree that subsection 8.1.2 above establishes the full extent of the County's contractual obligations to pay overtime for services rendered within the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under subsections 8.1.3 through 8.1.5 above are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under subsections 8.1.3 through 8.1.5 above are expressly excluded from the parties' grievance procedure set forth in Article 14 of the MOU.

Section 8.2 - Leaves

Paid and unpaid leaves will be granted in accordance with applicable state and federal law and the terms of this Memorandum of Understanding.

Employees who are absent from work must be on an authorized or approved leave. Unauthorized or unapproved absences are treated as absences without leave and are subject to disciplinary action.

8.2.1 - Annual Leave Employees shall be entitled to vacation annually with pay. Employees shall earn vacation prorated based upon hours of service at the following rates:

0-3 years of service	86 hours annually
4-9 years of service	128 hours annually
10 or more years of service	171 hours annually

The District Attorney Investigator, Deputy Probation Officers I/II/III, and Probation Corrections Officer shall earn vacation at the following rates:

0-3 years of service	2 weeks
4-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned. An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of occurrence.

8.2.1.1 - Annual leave scheduling shall be based upon and determined by seniority within the affected classifications.

8.2.1.2 – Employees may accumulate up to three hundred and sixty (360) hours of vacation. Once an employee reaches 360 hours of accrued vacation hours, he/she will not accrue additional vacation hours unless and until their current vacation hour total is below 360 hours.

8.2.1.3 – Employees may cash out accrued vacation hours on an annual basis, up to a maximum of eighty (80) hours each year, as long as the employee has a minimum balance of one hundred sixty (160) accrued vacation hours when requesting the vacation cash out. Vacation cash out will occur during the month of November provided employees submit a written request to the Human Resources Department by November 1 of each year. This section sunsets November 15, 2023.

Effective November 15, 2023:

8.2.1.4 - Employees must submit an irrevocable election form by December 15, 2023 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of One Hundred Sixty (160) accrued vacation hours at the time the cash out is requested. This minimum hours requirement is reduced to Eighty (80) hours for requests submitted by December 15, 2023 for the November 2024 cash out.

For example, irrevocable election forms submitted in December 2023 will be for the November 2024 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the

employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2024.

Irrevocable election forms will be available in Human Resources beginning November 15, 2023. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.2.2 - Sick Leave Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of twelve hundred (1200) hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, said department head shall report the fact of the demand for said certificate to the Human Resources Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave.

Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed eighty (80) hours per calendar year.

8.2.2.1 - Personal Necessity Employees shall be entitled to six (6) days of leave per year in case of personal necessity. The six (6) days of leave shall be deducted from the existing sick leave allotment. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or days off. The requested leave must be approved by the department head in advance of the absence.

8.2.2.2 — Sick Leave Conversion and Payout Employees may convert any amount of their accumulated sick leave hours (up to 100% of the accumulated total (i.e., 1200 hours)) to CalPERS service credit upon service retirement in accordance with Government Code section 20965 and applicable provisions of the Public Employment Retirement Law.

8.2.2.2.1 - Any accumulated sick leave hours that are not converted to CalPERS service credit will be paid out to the employee or the employee's beneficiaries upon service retirement (excluding deferred retirement), disability retirement, or death subject to the following limits:

1. After five (5) years of continuous service, twenty-five percent (25%) of the employee's accumulated sick leave up to a maximum of two hundred forty (240) hours.
2. After ten (10) years or more continuous service, fifty percent (50%) of the employee's accumulated sick leave up to a maximum of four hundred eighty (480) hours.

Payment of Accumulated Sick Leave The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

1. After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.
2. After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.
3. In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must qualify for retirement pursuant to County's "Public Employees Retirement System" (PERS) contract, with the State of California.

8.2.3 - Bereavement Leave Employees shall be allowed a maximum of five (5) days per calendar year for bereavement of sick leave in the event of a death in the family. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next.

If bereavement leave beyond the five (5) days in any one calendar year is requested and approved, the additional bereavement leave time will be drawn from the employee's vacation leave accrual.

8.2.4 - Illness Leave This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave.

Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.2.5 - Education or Training Leave This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently, the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within County service.

The employee shall not be entitled to any compensation for this type of leave.

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.2.6 - Leave to Seek Office An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay, nunc pro tunc, for a period not to exceed twelve (12) months. Prior to exercising said leave, the employee must notify his/her department head in writing of intent to exercise leave, and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.2.7 - Military Leave Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents are

submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.2.8 - Compulsory Leave If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.2.9 - Maternity Leave Maternity leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months' maternity leave after delivery, at the employee's option. The employee shall give the department head a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.5.6.3, Workers' Compensation/State Disability Usage, nor is sick leave or vacation accrued or diminished.

8.2.10 - Failure to Return from Leave at Scheduled Time Failure to report for duty after a leave of absence has expired or has been disapproved or revoked

may, at the option of the department head, be considered an absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.2.11 - Payment for Earned Annual Leave upon Termination Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.2.12 - County Business No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees, representing employee bargaining units while bargaining with the County on behalf of employees.

8.2.13 – Jury Service/Duty Leave Employees who are summoned for jury service/duty will be granted time off without the loss of wages, vacation time, compensatory time, sick leave or employee benefits for the purpose of responding to a summons for jury service/duty and when serving on a jury. This right to leave with pay for jury service/duty shall apply equally to all bargaining unit employees, including those working swing and graveyard shifts. Bargaining unit employees who are excused from their jury service/duty will contact their supervisor and shall return to work for the balance of their shift. Those bargaining unit employees who work swing or graveyard shifts and are excused from jury service/duty will be expected to report for their assigned shift.

ARTICLE 9 - HOLIDAYS

Section 9.1 - The Sheriff's Deputy, Sheriff's Detective, and Custodial Deputy classifications shall receive ~~fourteen (14) thirteen (13)~~ paid holidays per year. Days off are scheduled at the discretion of the County. Thanksgiving and/or Christmas holidays, if worked by an employee, shall be compensated at a rate of time and one-half to be taken as pay or compensatory time off, at the election of the employee.

To account for the fact that the classification of Sheriff's Deputy, Custodial Deputy, and Sheriff's Detective are currently not receiving paid time off for the ~~14~~¹³ holidays listed in section 9.1, the County agrees to provide ~~112~~¹⁰⁴ hours of prescheduled paid leave each calendar year to these classifications.

The paid leave time provided by this section does not include or alter other holiday leave banks in effect in the department that address holiday time. It does not provide for any additional holidays other than those holidays provided for in Article 9. Nor does this agreement affect the County's right to make changes to other holiday time banks not covered by Article 9 as permitted under the meet and confer requirements of State law.

The ~~112404~~ hours of paid leave time called for by this section shall be credited to the Sheriff's Deputy, Custodial Deputy, and Sheriff's Detective classifications at the beginning of each calendar year. The department shall thereafter schedule ~~100~~ of those hours over the course of the calendar year for each employee as a regular day off around the employees existing regular days off. To the extent it is administratively possible, the ~~108400~~ hours will be scheduled in advance, as part of the regular 28-day work cycle, so as to preclude the need for overtime to cover the day off. When taken as time off, these leave hours will be treated as hours worked for overtime purposes.

~~Any~~The remaining ~~four~~ hours of holiday time for each employee in these classifications will be available for that employee to use by the end of the calendar year to cover sick time or vacation time when, due to the employee's alternative work schedule, there is a difference between the eight hours granted for sick leave or vacation and the employees regular work day. For example, an employee assigned to a 4/10 alternative work schedule who takes a sick day, for which he/she receives eight hours of sick time, that employee will be permitted to apply two of the ~~remaining~~additional ~~four~~ hours toward that particular day to bring the paid leave time up to 10 hours for the absence.

The ~~112404~~ hours of paid leave time called for by this section shall be scheduled and taken as a regular day off within the calendar year the time is credited. Any time not used during the calendar year will not be carried over into the next calendar year and will be considered forfeited by the employee.

9.1.1 – The following holiday schedule is applicable to the District Attorney Investigator, Deputy Probation Officers I/II/III, and Probation Corrections Officer classifications only.

The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day
2. Third Monday in January, known as "Martin Luther King's Day"
3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. June 19th, known as "Juneteenth Independence Day"
- ~~65.~~ July 4th, known as "Independence Day"
- ~~76.~~ First Monday in September, known as "Labor Day"
- ~~87.~~ Second Monday in October, known as "Columbus Day"
- ~~98.~~ November 11th, known as "Veterans Day"

109. Thanksgiving Day

1140. The day after Thanksgiving Day

1244. December 25th, known as "Christmas Day"

1342. Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees.

1443. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 6, 98 and 1244 occurs.

1544. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 6, 98 and 1244 above occurs.

9.1.2 – The following personal holiday schedule is applicable to the District Attorney Investigator, Deputy Probation Officers I/II/III, and Probation Corrections Officer only:

Personal Holiday All County employees are entitled to a personal holiday which will be allocated on January 1 of each year to be taken in that calendar year; all new employees of the County are entitled to a personal holiday after their one (1) year anniversary to be taken within the calendar year of their first anniversary date.

Additional Holiday Every employee shall be entitled to take one of the following additional holidays subject to the employee's choice and prior approval by the employee's department head:

1. The last working day before, or the first working day after Christmas (December 25th);
2. The last working day before, or the first working day after New Year's Day (January 1st).

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate Employees who use their own vehicles for in-county business shall be reimbursed at the current IRS mileage rate as

amended from time to time, from point of origin approved by the department head.

10.1.2 - Meals If because of County business an employee provides a meal for another person, the employee may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven dollars (\$37.00) per day. All expenses are to be approved by the department head and accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-county travel for the purpose of mileage computation. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 - Out-of-County Meals Employees who because of County business are required to eat away from home shall be reimbursed as set out below:

An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars (\$44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$24.00

Actual receipts approved by the department head may be submitted in lieu of taking per diem up to a maximum of \$44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs. On day(s) when you

attend a banquet, you shall only be eligible for the non-banquet meals per Section 10.2.2, plus the actual banquet expense. Banquet receipt required.

10.2.5 - Travel Expense Advance A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-county travel shall be advanced to any County employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the Auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any preregistration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County prior to any subsequent claims being approved by the County. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of \$3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).
2. Expenditures for alcoholic beverages.

Section 10.4 – Re-Opener of Article 10

The parties agree to re-open Article 10 no later than June 30, 2022 for possible changes based on the County's development of a proposed County-wide policy on travel and expenses.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of January. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall forward all requests

to the County Administrative Officer with a recommendation for approval or denial. The County Administrative Officer shall consider such requests and recommend one of the following actions to the Board of Supervisors:

11.2.1 - Deny the request and direct the department head to assign only those duties to the employee that are within the employee's current job description;

11.2.2 - Approve the request for reclassification;

11.2.3 - Deny the request for reclassification.

One week prior to the Administrative Officer's recommending one of these actions to the Board, the County shall give prior notice to the Association of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

The Association may appeal the decision of the Board of Supervisors (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Association's or the County's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Association, the County shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates In the event a reclassification request is approved by the Board of Supervisors subsequent to either the Administrative Officer's recommendation or the arbitrator's decision, the effective date for the change shall be the March 1 following the date of the request.

11.3.2 - Out-of-Class Payments If the department head is directed to assign only those duties that are within the employee's current job description by the Board of Supervisors, or if the Board of Supervisors decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the County shall pay out-of-class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - One Year Bar If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of January following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned work of a higher level permanent position on a temporary basis due to a vacancy, illness, vacation or other type of leave, and employees who are performing work of a higher level but have been assigned their regular duties in accordance with Section 11.3.2, Out-of-Class Payments, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

- a) Extra-help employees;
- b) Probationary employees in the inverse order of seniority;
- c) Regular employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Association shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to fill in his/her classification within the department where the layoff

occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current County employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head or his/her designee in accordance with this Article. All employees shall be governed by the rules and guidelines as set forth in Section 3300 of the Government Code and any other lawfully-mandated rights.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense.

13.1.2 - One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.2.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.2.1.1 - Falsification of application for work;

13.1.2.1.2 - False information regarding driver's license;

13.1.2.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2.2 - Incompetence;

13.1.2.3 - Insubordination;

13.1.2.4 - Dishonesty;

13.1.2.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.2.5.1 In possession of, under the influence of, alcohol beverages, while at work or in County work areas; unless

specifically assigned as a part of an undercover assignment and as approved in advance by the department head or his/her designee.

13.1.2.5.2 In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.2.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs;

13.1.2.7 - Misuse of County property or damage to County property resulting from misuse or negligence;

13.1.2.8 - Violation of a County and/or departmental rule;

13.1.2.9 - Sexual harassment.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head or his/her designee contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head or his/her designee.

13.2.6 - When a response is made to a proposed disciplinary action, the department head or his/her designee shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head or his/her designee believes there is just cause for disciplinary action against an employee, the department head or his/her designee shall give the employee a written notice of the final action. Notification to a permanent employee of the final disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 A statement of the cause (pursuant to 13.2 above) and of the specific acts and/or omissions upon which the disciplinary action is based.

13.3.2 If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 A statement of the disciplinary action and a copy of all materials on which the action is based.

13.3.4 A statement that the employee has a right to appeal such a decision and charge if demanded within ten (10) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

13.3.5 **Final** ~~Disciplinary~~ disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head or his/her designee. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

13.3.6 Disciplinary Arbitration: In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date received by the employee of the CAO's written decision. Any such appeal must be submitted directly to the CAO.

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head or his/her designee determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head or his/her designee, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head or his/her designee, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Administrative Leave with Pay

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures, provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - When the complaint of misconduct is of a serious nature and it is contrary to the best interest of the County for an employee to continue his regular duties while awaiting investigation or formal disciplinary action, the

employee may be relieved from regular duty and assigned to inactive duty by the department head or his representative.

- A. In an emergency situation where time does not permit the notification of the department head, a supervisor may assign an employee to inactive duty. In such cases the department head shall be notified in writing as soon as possible.
- B. An employee on inactive duty assignment is entitled to his/her regular pay and benefits.
- C. An employee placed on inactive duty shall surrender his/her weapon, badge, and identification card to the assigned supervisor.

13.5.2 - The suspended employee is given written notice in person or by deposit in U.S. certified mail of the charges upon which the suspension was based within one (1) working day after suspension;

13.5.3 - The employee is notified of his/her right to file a written response or to have a conference with the department head or his/her designee;

13.5.4 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1

It is agreed that the grievance machinery of this Memorandum of Understanding provides the exclusive procedure for resolving a grievance as defined in section 14.2.1 below.

Section 14.2 - Definitions

14.2.1 - A "grievance" is an allegation by one or more employees or the Association that the County has violated an express provision of this Memorandum of Understanding, County policy, procedure or regulation involving matters within the statutory scope of bargaining.

14.2.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.2.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.3 - Pre-Grievance Step

14.3.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

14.3.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.3.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.4 - Formal Grievance

14.4.1 - Step One Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. In the event the department head grants the grievance in a manner that requires the payment of any county funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer. A copy of the decision shall be sent to the Association and this copy shall dictate time limits.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her Association representative at the meeting.

14.4.2 - Step Two If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one.

The County Administrative Officer or his/her designee shall meet with the grievant and may include other persons involved in the grievance. The grievant may be accompanied by his/her Association representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the grievance, which answer shall be final and binding on the grievant and the Association unless it is timely appealed to arbitration by the Association in accordance with the procedures set forth in Section 14.4.3.

14.4.3 - Step Three - Arbitration Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Association's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Association.

The County and the Association shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Association and the County.

14.4.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Association and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide

more than one (1) grievance without the mutual consent of the County and the Association. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on aggrieved employee, the Association and the County.

Section 14.5 - Miscellaneous Provisions

14.5.1 - In the absence of administrators required to render decisions as outlined in the procedures, the Administrative Officer shall appoint a substitute.

14.5.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Association shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond step two without written concurrence of the Association.

The Association shall have the right to appear and be heard in all individual or group grievances at any step.

14.5.3 - Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.5.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by his/her immediate supervisor.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the Personnel Officer, County Counsel and the Administrative Officer. Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of five years, and annually thereafter.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions, provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - Affected members warrant that there will be no strike, work slow-down, or sick-out of any kind or a refusal or failure to fully and faithfully perform job functions and responsibilities by the Association officers or members during the term of this Memorandum of Understanding.

Section 17.2 - In the event of any such action or interference described in Section 17.1, the Association shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Association immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances, rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - Except as provided in this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate during the term of this Memorandum of Understanding and agree that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn, except as provided herein.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are modified or rendered invalid by subsequent legislative enactment or held to be contrary to law by a court of competent jurisdiction (including the appellate process), then only such provision or application will be deemed invalid and all other provisions or applications shall continue in full force and effect.

In the event of modification or invalidation of any provision of this Memorandum of Understanding by legislative enactment or a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 – DURATION

This Memorandum of Understanding shall become effective on January 1, 20~~22~~²⁴, and shall continue in full force and effect through December 31, 20~~24~~²⁴, and shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.2 - Entire Agreement.

Approved this ~~15th~~^{23rd} day of ~~February 2022~~ ~~April 2019~~ by the Board of Supervisors, County of Mariposa.

For the County

For the Association

~~Rosemarie Smallcombe~~~~Miles Menetrey~~, Chair
Board of Supervisors

~~Weston G. Carroll~~ ~~Justin Sturm~~,
President, Deputy Sheriffs' Association

Date: _____

Date: _____

Richard C. Bolanos
County Negotiator
Liebert Cassidy Whitmore

Timothy K. Talbot
Association Negotiator
Rains Lucia Stern St. Phalle & Silver

Date: _____

Date: _____

Approved as to Form:

Timothy Bennett
Deputy Probation Officer

Date: _____

Steven W. Dahlem
County Counsel

~~Weston G. Carroll~~
~~Sheriff's Deputy~~

~~Date:-~~ _____

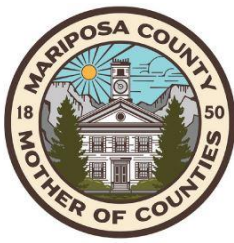
APPENDIX A

Job Classifications and Salary Grade/Step Table

These salaries are effective 1/1/2022. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

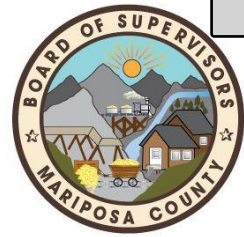
POSITION TITLE	GRADE	STEP	HOURLY RANGE	MONTHLY RANGE	ANNUAL RANGE	GROUP CODE
CUSTODIAL DEPUTY	504	1	27.1410	4,704.35	56,453.28	JO
	504	2	28.4990	4,939.73	59,277.92	JO
	504	3	29.9250	5,186.90	62,244.00	JO
	504	4	31.4200	5,446.03	65,353.60	JO
	504	5	32.9920	5,718.50	68,623.36	JO
DEP PROBATION OFCR I	506	1	25.3720	4,397.73	52,773.76	PB
	506	2	26.6410	4,617.68	55,413.28	PB
	506	3	27.9730	4,848.56	58,183.84	PB
	506	4	29.3700	5,090.70	61,089.60	PB
	506	5	30.8390	5,345.32	64,145.12	PB
DEP PROBATION OFCR II	507	1	29.4010	5,096.08	61,154.08	PB
	507	2	30.8680	5,350.35	64,205.44	PB
	507	3	32.4110	5,617.80	67,414.88	PB
	507	4	34.0320	5,898.77	70,786.56	PB
	507	5	35.7360	6,194.12	74,330.88	PB
DEP PROBATION OFCR III	508	1	33.1400	5,744.16	68,931.20	PB
	508	2	34.8010	6,032.06	72,386.08	PB
	508	3	36.5420	6,333.82	76,007.36	PB
	508	4	38.3660	6,649.98	79,801.28	PB
	508	5	40.2850	6,982.60	83,792.80	PB
DISTRICT ATTY INVSTGTR	503	1	34.1490	5,919.05	71,029.92	SD
	503	2	35.8570	6,215.09	74,582.56	SD
	503	3	37.6500	6,525.87	78,312.00	SD
	503	4	39.5350	6,852.60	82,232.80	SD
	503	5	41.5090	7,194.75	86,338.72	SD
PROBATION CORRECTIONS OFFICER	509	1	26.3410	4,565.69	54,789.28	PB
	509	2	27.6570	4,793.79	57,526.56	PB
	509	3	29.0410	5,033.68	60,405.28	PB
	509	4	30.4960	5,285.87	63,431.68	PB
	509	5	32.0170	5,549.51	66,595.36	PB
SHERIFF'S BAILIFF	500	1	30.9030	5,356.42	64,278.24	SD
	500	2	32.4500	5,624.56	67,496.00	SD
	500	3	34.0720	5,905.70	70,869.76	SD
	500	4	35.7770	6,201.23	74,416.16	SD
	500	5	37.5650	6,511.14	78,135.20	SD
SHERIFF'S DEPUTY	501	1	30.9030	5,356.42	64,278.24	SD
	501	2	32.4500	5,624.56	67,496.00	SD
	501	3	34.0720	5,905.70	70,869.76	SD
	501	4	35.7770	6,201.23	74,416.16	SD
	501	5	37.5650	6,511.14	78,135.20	SD
SHERIFF'S DETECTIVE	502	1	30.9030	5,356.42	64,278.24	SD
	502	2	32.4500	5,624.56	67,496.00	SD
	502	3	34.0720	5,905.70	70,869.76	SD
	502	4	35.7770	6,201.23	74,416.16	SD
	502	5	37.5650	6,511.14	78,135.20	SD

Attachment: DSA MOU 2022-2024 - Draft (RES-2022-109 : Approve DSA MOU Effective January 1, 2022 to December 31, 2024)



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



D.7

RESOLUTION - ACTION REQUESTED 2022-110

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Approve Letter of Support for Arts Council Grant Application

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for Mariposa County Arts Council to Apply for a California Arts Council State and Local Partners General Operation Grant from the California Arts Council; and Authorize the Board of Supervisors Chair to Sign the Letter.

The Mariposa County Arts Council is an asset to the County of Mariposa, in terms of the programs it produces, the resources it offers, the community collaboration it facilitates, and the policy guidance it provides. Providing support for their application for full State and Local Partner funding will benefit the community if awarded.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board routinely approves letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose to not approve and the individual Board members may submit a letter of support on their own.

ATTACHMENTS:

LoS_BoS_2022 (PDF)

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

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

February 15, 2022

California Arts Council
1300 I Street, Suite 930
Sacramento, CA 95814

RE: Mariposa County Arts Council State and Local Partner Grant Proposal

Dear Review Committee,

It has been our honor to work closely with the Mariposa County Arts Council for the past several years and we can speak with certainty and enthusiasm about the quality of their work and the positive impact they have on our community.

The County of Mariposa is rural, located in California's Central Sierra region, and home to approximately 17,500 people. Yosemite National Park is located within our county's borders and tourism drives our economy. The Mariposa County Arts Council's board of directors and executive staff understand the unique characteristics and nuances of our county and develop, implement and grow programs designed to: leverage the arts to bolster concerted community building efforts; amplify and uplift Mariposa's underrepresented and marginalized populations; provide rigorous, equitable, sequential creative youth development programming inside and out of the classroom.; support economic development; and generally enrich our community members and make Mariposa look good.

Being a rural county with a small population, we do not have many independent arts organizations working in our community, so for the last 40 years the Arts Council has filled that vacuum by creating and producing a broad spectrum of evolving programs customized to regional needs and interests. Their current principal programs (Music on the Green Summer Concert Series, the Mariposa Symphony Orchestra, the Mariposa Theatre Alliance, and the Treetop Gallery) consistently deliver extremely high-quality performances, exhibitions and programs. These wonderful cultural offerings richly serve and enhance the lives of our residents and positively increase Mariposa's visibility, drawing outside visitors to our town.

While the Mariposa County Arts Council's principal programs raise the visibility of Mariposa, their many arts education and public programs are a powerful vehicle for reaching large cross sections of underserved and often overlooked members of our community, providing standardized and inclusive art initiatives in the schools, and supporting individuals in our community looking to grow creatively. Furthermore, to strengthen the development and growth of these community-based programs, the Mariposa County Arts Council has built a strong network of partnerships which include: the County of Mariposa's Departments of: Health and Human Services, Sheriff Department, Probation Department, Parks and Recreation, Planning and Public Works. Beyond Mariposa County departments. Beyond official County Departments, the Arts Council has also established solid partnerships with the Mariposa County Office of Education/Mariposa County Unified School District, the American Indian Council of Mariposa County/Southern Sierra Miwuk Nation, the Alliance for Community Transformations, (Mariposa's primary human services nonprofit provider), Sierra Foothill Conservancy (regional land trust), and Veterans of Foreign Wars Post #6042 to name a few. I consider the Arts Council an exemplar in our community in terms of building non-traditional partnerships and collaborative programs and the work they do in this area is a significant testament to the positive impact of cooperation and collective action.

In addition to the programs they produce, and partnerships they cultivate, the Mariposa County Arts Council plays a critical leadership role in our community with their executive staff and board members serving on many key committees or involved without community development organizations. Cara Goger, Executive Director of the Mariposa County Arts Council, advocated for the creation of the Mariposa County Creative Placemaking Strategy Advisory Committee in 2018, and currently serves as the committee's chair. Working closely with the County's Planning Department and a myriad of community stakeholders, this committee is busy building capacity for creative placemaking projects across Mariposa and actively shifting the county's approach to infrastructure projects and cultural policy in positive and innovative ways. The Mariposa County Arts Council and Planning Department recently engaged in a multi-year cultural planning process to develop Mariposa's first cultural policy and creative placemaking strategy funded by the National Endowment for the Arts Our Town grant program. For this planning process they partnered groups, such as the Southern Sierra Miwuk Nation, to develop demonstration creative placemaking projects/installations/artistic interventions that also served as stakeholder engagement mechanisms. This result is a rich strategic plan, fully informed by community input, that sets ambitious creative placemaking goals and provides an inclusive process for individuals and groups to meaningfully contribute to Mariposa's creative placemaking portfolio. Additionally, members of the Arts Council board sit on the board of the Economic Development Corporation of Mariposa County, Mariposa County Fair Board, Yosemite Gateway Partners Board, and the California State Park Foundation where they have a strong voice and are able to affect positive change in our community through the arts.

The Mariposa County Arts Council is a true asset to the County of Mariposa, in terms of the programs it produces, the resources it offers, the community collaboration it facilitates, and the policy guidance it provides - we all greatly benefit from the way they leverage the arts to support positive community

engagement. I wholeheartedly support their application for full State and Local Partner funding. Please don't hesitate to contact me if you need more information or have any questions.

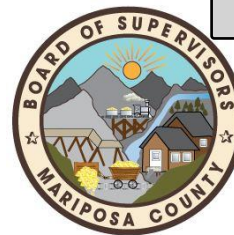
Sincerely,

Rosemarie Smallcombe,
Mariposa County Board Chair



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



RESOLUTION - ACTION REQUESTED 2022-111

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Appoint Wayne Kelly as a Mariposa County RCD Director

RECOMMENDATION AND JUSTIFICATION:

Appoint Wayne Kelly as a Director of the Mariposa County Resource Conservation District (MCRCD) to a Term that Will Expire at Noon on November 28, 2025.

Wayne Kelly will be a new director and will be filling a four-year term. Mr. Kelly has expressed interest in serving in the position, meets any and all statutorily required criteria, and has been approved by the MCRCD Board of Directors as evidenced by the MCRCD November 3, 2021, meeting minutes that are attached. Notice of Vacancy has been posted in accordance with the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Under California Public Resources Code Section 9314(b), a resource conservation district may elect to have a board of supervisors fill vacancies in lieu of elections. Historically, the Mariposa County Board of Supervisors has made other appointments to the RCD board, but the arrangement was not finalized until 2013 when the MCRCD formally requested, via RCD resolution 4-13, that the Board of Supervisors make the appointments. That request was approved by your board with Resolution 2013-355 on August 20, 2013.

The Board has since taken action to appoint various members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board of Supervisors elects not to fill the positions, it will leave the MCRCD Board of Directors with vacancies which may result in a lack of a quorum. However, after sixty days from the expiration of the unfilled term, the MCRCD Board of Directors could opt to make appointments pursuant to PRC §9314(b)(4) which reads, "If the board of supervisors does not conduct interviews of potential candidates or make an appointment within 60 days after the expiration of the term, the board of directors may make the appointment."

ATTACHMENTS:

November 2021 Minutes RCD (PDF)

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

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT (MCRCD)
Regular Meeting of the Board of Directors
MINUTES

Date: Wednesday, November 3, 2021 @ 2:00 PM

Location: Conference Room at the Ag. Commissioner's Office 5009 Fairground Rd.
 Mariposa, CA 95338

Directors present: David Mecchi, John Carrier, and Lyle Turpin.

Directors absent: None.

Associate directors present: Wayne Kelly.

Associate directors absent: None.

Staff present: Melinda Barrett, Vicky Cole.

Guests: None.

Call to order: 2:00 PM by MCRCD Board President David Mecchi.

Public communication: None.

Minutes: (M) John Carrier to approve October 2021 Minutes with the correction on staff reports, IRWMP verbal report submitted by Vicky should say verbal report submitted by Melinda. (S) Lyle Turpin. No discussion followed. Ayes: Lyle Turpin, David Mecchi, John Carrier. Nays: None. Motion approved.

Correspondence: 1) Received by email from CARCD. November dates & Delegate Credential Needed. John Carrier is going to be the MCRCD delegate to attend the meeting and participate in the voting.

Information Items and/or Special Guests: None.

Staff reports:

IRWMP: Verbal report submitted by Melinda.

MCRCD: Verbal report submitted by Vicky.

Directors Reports:

Lyle Turpin: Lyle talked the water level on Lake McClure, we got some rain and that helps. Another subject was the Mariposa Gazette's article about Marshall Long – BOS got fined because 700 form. Lyle asked Vicky to verify if he's current with his forms and she's going to mail him copies of those. The Board explained to Wayne all the laws and regulations that they have to follow.

John Carrier: John said that he doesn't have anything important to report.

David Mecchi: David reported the usual, signing documents and he mentioned that after the meeting he will go to perform an erosion control inspection.

Wayne Kelly: Wayne reported that before the meeting he was coming from a funeral in Turlock. A friend passed away from Covid- 19, he didn't get vaccinated and his son mentioned to Wayne that was one of the worst deaths. Wayne recommended that if anyone has a friend or family member who has not been vaccinated, suggest that they do so.

Future Agenda Items: Executive Director edited Job Description.

Subcommittee Reports:

Personnel: None.

Attachment: November 2021 Minutes RCD (RES-2022-111 : Appoint Wayne Kelly as a Mariposa County RCD Director)

Finance: Vicky said that we don't get any balances report or activity listing from the Auditor's office yet. Also she mentioned that 826 account wasn't open on the new accounting software. The main issued on the financials is that 811 Bootjack account is on red numbers. We're waiting for reimbursements from DWR, WCB1, and WCB2.

Grants: DWR opened up two new grants, water grants. Melinda is working with the county for the Coulterville system. She mentioned that is the third time that this project falls apart. She also is working on a supplemental grant for Bootjack; Desiree Ramirez said we should apply. This grant is for all over budgets and time for Public Works, they spent already the staff time. Melinda spoke of all the problems that have arisen in this project, economic and basically of the obstacles that the public works staff generates. John suggested that they have to set up a meeting with Public Works, some of the Board of Supervisors and us to let them know all the issues generated for Public Works staff and that we will not be able to work for the future projects to which David Mecchi agreed with John. David also commented that we won't put our name on the future projects. John Carrier mentioned that this entire situation reminds him the Coulterville situation, the project falls out several times because they don't know how to do the job. Melinda said that she's happy to have Smith Construction on board because they have the knowledge to point out the corrections that the project needs.

Forestry & Fuels Management: None.

Plant Sale: None.

Policy: None.

Financial Reports: See at Finance subcommittee.

Unfinished Business: None.

Action Items:

Appointment of Melinda Barrett as MCRCD Executive Director. (M) John Carrier. (S) Lyle Turpin. Ayes: John Carrier, Lyle Turpin, David Mecchi. Nays: None. Motion Approved.

Appointment of Wayne Kelly as MCRCD Director. (M) John Carrier. (S) Lyle Turpin. Ayes: John Carrier, Lyle Turpin, David Mecchi. Nays: None. Motion Approved.

Discussion: BOS presentation- Melinda said because we are partners we don't have to get on the Agenda. She's going to prepare a power point presentation that will include Pat's chart with all the numbers that RCD generated for the community.

Adjournment: Meeting adjourned at 4:00 PM. (M) Lyle Turpin, (S) John Carrier. Ayes: John Carrier, Lyle Turpin, David Mecchi. Nays: None. Motion approved.

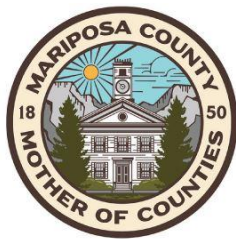
Submitted by: Vicky Cole

Date Approved: 01/05/2022

Recorded minutes of this meeting are available in the RCD office. Persons with disabilities who require alternative means of communication or assistance should contact our office at above number, at least 5 days prior to the event. An equal opportunity provider and employer.

MCRCD Mission Statement

The mission of the Mariposa County Resource Conservation District is to encourage and facilitate cooperative solutions to local resources conservation issues and projects. By providing leadership, the Mariposa County Resource Conservation District works with all stakeholders to find solutions that conserve the basic natural resources of Mariposa County. To further this aim, the Mariposa County Resource Conservation District provides technical assistance to landowners, carries out informational activities, seeks and implements grants and other funding sources, and develops cooperative alliances with other agencies and community organizations.



MARIPOSA COUNTY

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

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

January 4, 2022

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 Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

D. Selection of Chair and Vice-Chair

1. Clerk of the Board of Supervisors RES-2022-1

Selection of the Board of Supervisors Chair for 2022

René LaRoche/Clerk of the Board gave the staff report. No public input.

ACTION: Rosemarie Smallcombe was selected as the 2022 Board Chair.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Clerk of the Board of Supervisors RES-2022-2

Selection of the Board of Supervisors Vice-Chair for 2022

René LaRoche gave the staff report. No public input.

ACTION: Miles Menetrey was selected as the 2022 Board Vice-Chair.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

E. Presentation of Gavel Plaque

1. **Board of Supervisors (ID # 12403)**

Presentation of the Gavel Plaque to Supervisor Long for Serving as the 2021 Board of Supervisors Chair (Board Chair)

No public input.

Chair Smallcombe presented the gavel plaque to Supervisor Long.

RESULT: PRESENTATION MADE

Announcement regarding continued 2 PM item.

Chair Smallcombe announced that the 2:00 PM item is being continued to January 25, 2022 at 2:00 PM, or as soon thereafter as the matter may be heard.

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

No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2022-3

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-4

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

CA3. Sheriff's Office RES-2022-5

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

CA4. Item Withdrawn

CA5. Board of Supervisors

Approve the Minutes of Tuesday, December 14, 2021

CA6. Building RES-2022-6

Approve an Increase in Extra-Help Hours from 999 Hours to 1,200 Hours for the Extra Help Development Services Technician (DST) Position to Provide Front Counter Assistance Until a Permanent DST is Allocated and Hired

CA7. HHS/Behavioral Health & Recovery Services RES-2022-7

Approve an Agreement with Aurrera Health Group, LLC to Provide Consultant Services to Implement Initiatives Related to California Advancing and Innovating Medi-Cal (CalAIM) in an Amount Not to Exceed \$84,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. HHS/Behavioral Health & Recovery Services RES-2022-8

Approve the First Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by \$180,000 to a New Amount Not to Exceed \$240,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. HHS/Social Services RES-2022-9

Approve an Agreement with Alliance for Community Transformations to Locate and Manage Leased Housing Units and to Provide Client Supportive Services in an Amount Not to Exceed \$75,300; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. Planning 2022-1

Recognize the Service of Ben Goger and Appoint Tom Sweeney as an Ex-Officio Member for the Merced River Trail Community Working Group (CWG)

CA11. Public Works RES-2022-10

Approve an Automatically Renewing License Agreement with Harris Computer for the InHance Meter Reading and Billing Software an Amount Not to Exceed \$3,755.34, with an Initial Term Ending December 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement

G. Board Recognitions

1. Board of Supervisors 2022-2

Proclaim the Month of January 2022 as "Human Trafficking Awareness Month"

Katy Wagoner/Mountain Crisis Services Program Specialist gave the staff report.
No public input.

Chair Smallcombe presented the Proclamation to Ms. Wagoner.

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

H. Departmental Presentation

Kristina Allen/Deputy Public Health Director advised that the number of COVID-19 cases has skyrocketed and that they will need to start prioritizing cases per CDC guidelines. Dr. Allen also noted that yesterday the nation saw the largest reported number of cases since the pandemic and that the Omicron variant is most likely the cause. She advised that, yesterday, Madera County got their first confirmation that the Omicron variant was present and advised that Public Health is still recommending that everyone get vaccinations and boosters. She also reported that the County ran out of home testing kits yesterday but that they are expecting another batch of 1600, as well as a shipment of tests for school age children. Dr. Allen also noted that the testing site is now located at the YARTS Park and Ride lot, and discussed the new guidance adopted by the California Department of Public Health. Discussion ensued regarding the number of current cases, and the testing kit for children.

Sarah Williams/Planning Director advised that the next meeting of the County Code Advisory Committee is scheduled for tomorrow at 2:00 PM, here in the Board Chambers; and noted that presentations will be made by County Counsel, the District Attorney, and the Sheriff. Ms. Williams also referenced the Board's previous direction to complete a comprehensive review of the case list and advised that they will be holding a second interview for the position today at 10:00 AM.

Kari Kisella/Chamber of Commerce provided a flyer for upcoming ribbon cutting ceremonies.

Jacob Hawley/Mariposa Visitor Center reported that visitor numbers were up and contrasted them to pre-pandemic numbers. Discussion ensued regarding the effects of international travelers.

Mary Ann Huff/North County Visitor Center and History Center reported that their numbers were similarly up. Ms. Huff also noted that social media is the key and extended kudos to the tourist bureau. She also reported that the Health and Human Services Agency (HHS) has been helpful by providing masks for public spaces and remarked that home testing kits might also be good given the cost of gasoline.

Jeremy Briese/Sheriff - Coroner - Public Administrator acknowledged the Sheriff's Office, Public Works, and Fire staff for their responses during the last storm. He also advised that the Search and Rescue team was called for an incident with no way to get into an area on a coroner's case. Sheriff Briese noted that they will soon be providing their annual report; advised that they are working on a presentation regarding marijuana and the issues associated with that; and noted that the number of suicides increased last year, and extended kudos to the Assistant Coroner. In response to Supervisor Smallcombe's inquiry, Sheriff Briese noted that his goal is to have the annual report before the Board at the beginning of February.

Steve Ward/CAL FIRE - County Fire Chief echoed what the Sheriff said regarding the response to the storm. Chief Ward also reported that we came out of fire season on January 3rd and advised that the Amador agreement has now taken effect at multiple stations.

René LaRoche/Clerk of the Board advised that the new district boundaries go

into effect on January 7, 2022.

1. Clerk of the Board of Supervisors (ID # 12519)

Handouts from the Departmental Presentation Portion of the January 4, 2022 Meeting

RESULT: INFORMATION RECEIVED

I. Public Comment on Non-Agenda Items

Becky Barnes-Boers requested, as a Reasonable Accommodations under the Americans with Disabilities Act (A.D.A.), that problems be fixed at the Fire Department. She noted that there is no accessibility parking and complained about Chief Ward's attitude. Ms. Barnes-Boers advised that she no longer has a problem with the Sheriff anymore but discussed the parking at the Sheriff's Office noting that there is one parking stall that is not properly signed, but noted that with the office closed, people need to go to Dispatch which does not have accessible parking. Ms. Barnes-Boers advised that the Building Department Director has told her twice that the Building Department does not inspect for A.D.A. compliance, which sets up every property owner and business in the county to be sued under the A.D.A. She noted that there is only one parking spot in the county that is A.D.A. compliant; advised that she has reported the grocery store and the Fairgrounds to the California Department of Fair Employment and Housing for bad attitudes and their A.D.A. parking noncompliance; and advised that under the Unruh Act, treble damages are awarded for every item that is out of compliance. Ms. Barnes-Boers requested that the Board address the attitudes of some of the directors. She also advised that Title 24 requires the Building Department to inspect under CASP; and advised that there is no one in the Building Department who is CASP certified and requested that the matter be corrected. She noted going to the CAO and being informed that the Board has control of the department directors and reiterated the request that these situations be corrected. Ms. Barnes-Boers also requested transparency, noting that one person at the County has told her that no one who was elderly or disabled was involved in the current Caltrans pedestrian project and the planning of that, but that the Planning Department and Arts Council were, and that they were not the proper people to have involved as federal law requires disabled people to be involved. She also advised that the Caltrans project is underway without proper traffic or pedestrian signage on county streets.

Marvin Wells highlighted a recent article in the December 22, 2021 edition of the Sacramento Bee about the Sheriff's Department.

J. Regular Agenda Items

1. Public Works (ID # 12466)

Receive a Presentation from Caltrans on Mariposa Pedestrian Safety Project to Install Crosswalks on State Route 140

Shannon Hansen/Interim Public Works Director extended thanks to Caltrans for making the time to update the Board and community, and introduced Sam Sherman who, in turn, introduced Bob Highfill/Caltrans District 10 Public Information Officer. Mr. Shepard gave a PowerPoint presentation that provided an overview of the project. Discussion ensued regarding the crosswalks, the timelines, the traffic control, and the

efforts being made to inform the businesses and public.

Public comment opened.

Jonathan Noel inquired if there was anything in the Public Works budget to allow them to supply a couple of people to help with the traffic control problems.

Becky Barnes-Boers advised that the pedestrian alternate path of travel is not included in the Caltrans paperwork and that she notified Mr. Highfill by email this morning indicating that; and advised that the current path of travel has no ramp to get onto the sidewalk across the street, which makes the alternate path of travel illegal under MUTCD and the Caltrans lawsuit that was filed in 2006. Ms. Barnes-Boers noted that she has asked Caltrans to include that in their public information before and they still have failed to do it. She also noted a lack of transparency as today's presentation has put out that the County is supplying the streetlights, but that she had been told that the County is not part of this project. She also noted that disabled citizens are stakeholders and were not included in any of this. Ms. Barnes-Boers also noted that it is a problem when the County has an MOU with the CHP to enforce California Vehicle Code, and the CHP will not do it. It has resulted in people parking in the hatch marked areas of Highway 140 in the downtown area which blocks the line of sight for cars and pedestrians. Ms. Barnes-Boers stated that she heard from Caltrans that the Sheriff has been doing it because of a maintenance agreement; and advised that is a problem for Mariposa County. She advised that there have been problems with this project all along and that she has been documenting them since moving to town in July and now she finds out that the County is involved in the project because it has funds into this project.

Public comment closed.

In response to Supervisor Smallcombe's inquiry, Mr. Sherman noted that they are doing work on half the site, so that the alternate route uses existing infrastructure. He also noted that Caltrans has been working with the contractor, and that they have asked for a pedestrian plan and advised that he thought that was provided. Mr. Sherman also clarified that this is a Caltrans project and that the County only supplied light posts to facilitate something that the County wanted. Mr. Sherman also advised that Caltrans coordinated all the way through the planning process, and that they have had a lot of community forums and engagement. In response to Supervisor Smallcombe's inquiry regarding the availability of the pedestrian plan to the public, Mr. Sherman advised that they can provide it. Supervisor Smallcombe suggested making the plan available more broadly and advised that the County has an In-Home Supportive Services Advisory Committee that is responsible for services to the disabled, as well as an Agency on Aging, and offered to coordinate between them. Discussion ensued between Supervisor Menetrey and Mr. Sherman regarding the project, and the efforts that have been taken to minimize impacts on the area.

RESULT: INFORMATION RECEIVED

Recess

10:30 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:37 AM.

2. Public Works RES-2022-11

Ratify the FAA Airport Rescue Grant for Reimbursement of Airport Operations & Maintenance Expenses in the Amount of \$32,000; Authorize the Board of Supervisors Chair to Sign Any Other Documents Necessary to Receive the Award (Subject to Approval as to Form by County Counsel); and Approve Budget Action in Health and Human Services Agency Budget to Recognize the Grant Funding (\$32,000) 4/5ths Vote Required

Shannon Hansen gave the staff report, noting a correction. No public input.

CORRECTION:

The budget action is for the Airport Budget, not the Health and Human Services Agency.

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

3. Public Works RES-2022-28

Approve an Agreement with Bartle Wells Associates for a Wastewater Utility Rate Study for Don Pedro and Mariposa Pines Service Areas, Water and Wastewater Utility for Coulterville Service Area, and a Water and Wastewater Utility Rate Study and Road Assessment for the Yosemite West Maintenance District in an Amount Not to Exceed \$25,000; and Authorize the Public Works Interim Director to Sign the Agreement

RESULT: WITHDRAWN AND RESCHEDULED Next: 1/11/2022 9:00 AM

4. Public Works RES-2022-12

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

Shannon Hansen gave the staff report. During public comment, Jonathan Noel inquired as to the status of the project. Ms. Hanson responded that the contractor is still waiting on materials, but that water is now in the creek which complicates the situation because a dry creek bed is needed to make the repairs.

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

5. HHS/Behavioral Health & Recovery Services RES-2022-13

Approve Acceptance of Crisis Care Mobile Units (CCMU) Program Funding from the California Department of Health Care Services in the Amount Not to Exceed \$500,000; Authorize the Director for Mariposa County Health and Human Services Agency to Accept This Funding and Implement the Associated Program Activities; and Approve Budget Action (\$500,000) Increasing Revenue and Appropriations in the Health and Human Services Agency New CCMU Fund Budget for Revenue to be Received 4/5ths Vote Required

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report, noting that this will fund a psychiatric nurse and other things to assist those with mental health issues who have mobility problems. No public input. Supervisor Smallcombe and Ms. Gadd discussed ways that the target population will be advised of the new program.

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

6. Health and Human Services RES-2022-14

Approve the Allocation of One Additional Psychiatric Registered Nurse FTE Position in the Health and Human Services Health Division Budget Effective Immediately

Shannon Gadd gave the staff report noting that this item is a follow up to previous item. No public comment.

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

7. Clerk of the Board of Supervisors RES-2022-15

Set the Board's 2022 Meeting Schedule

René LaRoche/Clerk of the Board gave the staff report, noting a handout from Supervisor Forsythe. No public input. Supervisor Forsythe suggested additional meeting dates for cancellation. Discussion ensued.

ACTION:

The Board's meeting schedule was adopted as proposed with the meetings of April 19, 2022, July 5, 2022, and January 3, 2023 also being cancelled.

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

8. Clerk of the Board of Supervisors RES-2022-16

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards

René LaRoche gave the staff report. No public input. Board discussion ensued regarding the appointments with Supervisor Long requesting a substitution for the Local Agency Formation Commission.

ACTION:

- ***Behavioral Health Board: Rosemarie Smallcombe was reappointed for a term running from June 6, 2022 to June 6, 2025. (COB)***
- ***Mariposa County Safety Committee: Supervisors Long and Smallcombe were reappointed for terms running from January 8, 2022 to January 8, 2023. (County Counsel-Risk Manager)***
- ***Local Agency Formation Commission (LAFCo): Wayne Forsythe was substituted in for Marshall Long, to serve the remainder of the term which expires on May 5, 2025. (Planning)***

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

9. Clerk of the Board of Supervisors RES-2022-17

Select and Approve Board Members as 2022 Agency Representatives

René LaRoche gave the staff report. No public comment. Board discussion ensued.

ACTIONS:

Changes to the Agency Representative list were as follows:

- ***Calaveras-Mariposa Community Action Agency: Appoint Supervisor Sweeney as Representative, with Supervisor Long as his Alternate.***
- ***Change the name of the California Forest Management Task Force to the California Wildfire & Forest Resilience Task Force, and remove "(Gubernatorial appointment)".***
- ***Remove the Central Sierra Connect (CSC) Policy and Technical Committees.***
- ***Add the Central Sierra Broadband Utility Zone Consortium with Supervisor Sweeney appointed its representative, and Supervisor Smallcombe the alternate.***
- ***Mountain Counties Air Basin: Appoint Supervisor Forsythe as alternate in place of Supervisor Long.***

- ***Remove the Regional Coalition to Address Fire Preparedness, Forest Health and Community Resilience.***
- ***Rural County Representatives of California (RCRC): Appoint Supervisor Forsythe as First Alternate in place of Supervisor Long.***
- ***Golden State Finance Authority (GSFA): Appoint Supervisor Forsythe as First Alternate in place of Supervisor Long.***
- ***San Joaquin Valley Regional Association of California Counties: Appoint Supervisor Smallcombe as Representative in place of Supervisor Long.***

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

10. Clerk of the Board of Supervisors (ID # 12407)

Appoint Board Members as Contact Area Liaisons for 2022

René LaRoche gave the staff report. No public comment. Board discussion ensued.

DIRECTION:

Changes to the Board Member Contact Areas were as follows:

- ***Substitute Supervisor Forsythe in for Supervisor Long as a Chamber of Commerce contact.***
- ***Substitute Supervisor Menetrey for Supervisor Forsythe as a John C. Fremont Healthcare District contact.***
- ***Change "Yosemite National Park Service Issues" to "Yosemite National Park Service."***
- ***Add Mariposa Public Utility District to the list with Supervisors Forsythe and Long named as the contacts.***

RESULT: DIRECTION GIVEN

11. Clerk of the Board of Supervisors (ID # 12408)

Review and Select Board Members to Serve as 2022 Policy Area Liaisons

René LaRoche gave the staff report. No public comment. Board discussion ensued. The Board gave direction for one substitution, as well as changes to two department listings and one policy area.

DIRECTION:

- ***Substitute Supervisor Sweeney for Supervisor Menetrey as an Airport liaison.***
- ***Under the Departments listing of Developmental Services, change "HSD/Housing and Community Development:" to "Housing and Community Development."***

- *Under the Departments listing of Health and Human Services, change “Air Pollution” to “Air Pollution Control.”*
- *Under the Policy Areas of General Government, change Administrative to Administration.*

RESULT: DIRECTION GIVEN

12. Clerk of the Board of Supervisors 2022-ORD-1170

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Dissolving the Assessment Appeals Board and Removing Assessment Appeals Board Compensation", Which Will Rescind Ordinance Numbers 401, 486, and 1118, as Well as Title 2.40 of Mariposa County Code.

René LaRoche gave the staff report. No public input.

RESULT: INTRODUCED [UNANIMOUS] Next: 1/18/2022 9:00 AM

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

K. Board Information

This section was skipped.

Announcement

12:40 PM Chair Smallcombe recessed the meeting for lunch after again announcing that the 2:00 PM item is being continued to January 25, 2022 at 2:00 PM, or as soon thereafter as the matter may be heard.

L. Items removed from Consent Agenda

CA4. Board of Supervisors

Approve the Minutes of Tuesday, December 7, 2021

M. 2:00 PM Reconvene

Chair Smallcombe announced that the afternoon's item is being continued to the January 25, 2022 at 2:00 PM, or as soon thereafter as the matter may be heard.

1. Administration (ID # 12411)

Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022

RESULT: CONTINUED TO NEW DATE Next: 1/25/2022 9:00 AM

N. Adjournment

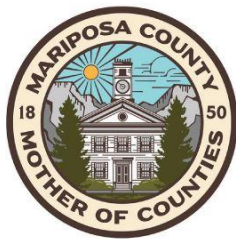
2:02 PM Chair Smallcombe adjourned the meeting in memory of Andrew Jonathan Trujillo, Bernice Elaine (Wingenbach) Budowich, Mary Lou Robinson, Lorraine Patricia Walker, Geneva Mae Westfall-Parker, Sherrin Louise Tucker, Robert "Bob" D. Lake, and Richard "Dick" Mobley.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jan 4, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

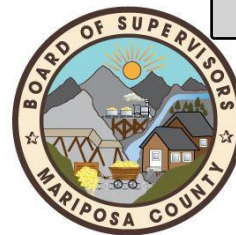


MARIPOSA COUNTY

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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

January 11, 2022

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 Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

Pete Judy/Chief Probation Officer introduced Darrell Smith, the new Deputy Probation Officer, who was recruited from the Fresno Probation Department.

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

No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2022-18**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-19**

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

CA3. Sheriff's Office RES-2022-20

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

CA4. Board of Supervisors RES-2022-21

Ratify a Letter in Support of YARTS' Grant Application to the Nationally Significant Federal Lands and Tribal Projects (NSFLTP)

CA5. Public Works RES-2022-22

Approve Fifth Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2024, and Add Reimbursement to Contractor Language Under Compensation for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek (Bridge No. 40C0039); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. Public Works RES-2022-23

Approve a First Amendment for Emergency Repair Work on White Rock Road with Palmer Tractor to Continue Temporary Plate Rental Which Will Increase Compensation by \$9,884.00 for a Total Amount Not to Exceed \$19,882.50; and Authorize the Interim Director of Public Works to Sign the Amendment 4/5ths Vote Required

CA7. Sheriff's Office RES-2022-24

Authorize the Sheriff to Apply for Financial Aid from the California State Parks and Recreation Boating Safety and Enforcement Program; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the County Auditor to Certify the Amount of Prior Year Vessel Taxes Received by the County (Subject to Approval as to Legal Form by County Counsel)

E. Departmental Presentation

Eric Sergienko/County Health Officer provided a flyer regarding the testing site move and noted that the team investigated various options and decided that this location was best. He also reported that while they have not received any sequencing results to indicate that the Omicron variant is in the area, they have seen an inflection point in the County which indicates it is here. Dr. Sergienko noted the exponential growth in cases globally and discussed his expectations locally, noting that the County is seeing similar growth. He cautioned that, while the percentage of people hospitalized with this variant is smaller, the increased transmissibility means more cases which is resulting in hospitalizations remaining at high levels. Dr. Sergienko also reported that he has needed to transfer patients to other hospitals as we did last winter. He also discussed the impacts on hospitals and schools, advised of local schools that were closed because classes could not be conducted safely due to the high percentages of infected staff and faculty members. Dr. Sergienko also advised that the County is seeing similar impacts in employees, with Monday seeing the largest number of

positive tests among employees. He also: spoke to the benefits of being vaccinated; discussed new guidance from the California Department of Health; encouraged everyone to monitor for symptoms so that they can take the appropriate course of action; and advised that CAL OSHA has determined that all the new guidance also applies to the workplace.

Kari Kisela/Chamber of Commerce provided updates on their memberships noting that they have a steady 150 members who are active on the Chamber membership list which is only slightly lower than the 150-156 members in the Oakhurst Chamber. Ms. Kisela also reminded of the upcoming ribbon cutting at Nayo's this Thursday and noted that now is the time for business owners and managers to update their Google profiles, if necessary.

Jacob Hawley/Visitor Center Operations reported on the success of the Made in Mariposa store in 2021 despite the drop in visitors.

Leigh Westerlund/Assistant County Administrative Officer handed out an ERP Status Report and discussed some of the implementation difficulties that have been encountered. She also noted that training and receivables are things that they have not had time to address, and she noted that they will continue to work with Graviton a bit longer but that it has become increasingly clear that the only way this will get done is to add additional resources to it. Board discussion ensued regarding a past action for a half-time person, what was covered by the Graviton contract, the need for a schedule especially with two of the modules sitting at 0% completed, what has been done about training, the accessibility of training materials. Luis Mercado/Auditor discussed the difficulties in converting to a centralized database, and changes to procedures for cash acceptance, timecards/payroll, and contracts. Further discussion ensued regarding whether the numerous challenges were foreseen by the consultant, the need for dedicated staff to work on the project, the need to look at organizational structure and having specialists on staff, particularly for contracts, and the need for additional resources. Mr. Mercado noted that the system was designed in anticipation of a bi-weekly pay period but that one of the bargaining units did not cooperate, which leaves the County trying to make monthly payments on a bi-weekly system. Supervisor Long, noting that the issue had to do with a bargaining unit, requested County Counsel to set up a closed session to allow the Board to discuss the matter. Supervisor Smallcombe noted that in her professional experience, it has taken at least two years to implement an ERP system but noted that they had written procedures for everything which make it a matter of reconciling differences with internal procedures to find what worked for everyone.

Jeremy Briese/Sheriff - Coroner - Public Administrator noted some differences from the old system and stated that he does see the benefits of the new system, especially with midyear budget review. Sheriff Briese advised that they are looking at completing some span and control studies to provide data regarding their needs. He also discussed that they are working on specializing two additional deputies and a sergeant to focus on Ag crimes and ranchland, and some new software that can, hopefully, prevent victimization of our ranchers. Sheriff Briese noted that they hope to do some meet and greets in the future but that they are just taking reports for now. He also advised of recent thefts of catalytic converters.

Pete Judy/Chief Probation Officer extended thanks to Mr. Mercado, his staff, and Ms. Westerlund for their time on the ERP implementation. Chief Judy noted that he has gone through numerous systems in his career which has included time in San Diego and Stanislaus counties and advocated for more resources for the project. He noted that the other jurisdictions set up whole teams that did the beta testing who

then provided feedback on the bugs. He contrasted that with Mariposa County noting that, here, the County employees are the beta testers, which means that people are pulled away from their normal work while they need to do their regular jobs. Chief Judy also discussed the need for contracts and noted that centralizing things like gas, electric, and phone bills would be useful.

Dallin Kimble/County Administrative Officer expressed his gratitude for the discussion and support and noted that they will be pursuing additional resources. He also noted that when the project was implemented, it was the beginning of the pandemic when the County was trying to not layoff staff. Mr. Kimble also reported that there are currently twenty County staff members isolating or in quarantine due to COVID-19, with thirteen contacts for a single employee who became ill and advised that many departments are short-staffed. He also announced that the County received a \$22,000 microenterprise grant for small businesses with five or fewer employees and noted that any questions about the grant should be directed to Tara Schiff.

F. Public Comment on Non-Agenda Items

Carol Suggs advised that the Taste of Mariposa, which is a fundraiser for the Butterfly Festival, will be held on April 2nd, and that tickets are available for \$45 each. She also provided a flyer for "Murder Most Suspect" a murder mystery event that will be part of the evening's entertainment along with a silent auction. Ms. Suggs noted that items are being sought for the auction and advised that people interested in donating should contact tasteofmariposa@gmail.com. Finally, Ms. Suggs noted that the Butterfly Festival will take place on April 23rd and 24th this year.

G. Regular Agenda Items

1. Planning RES-2022-25

Adopt a Resolution Approving the Submittal of an Application to the Caltrans Clean California Local Grant Program to Fund the Downtown Mariposa Mural Project and Authorizing the Planning Director to Sign the Application; Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Associated Agreements with Collaborating Property Owners, If Awarded (Subject to Approval as to Legal Form by County Counsel); and Authorize the Board of Supervisors Chair to Sign the Letter of Support

Sarah Williams/Planning Director introduced Cara Goger/Arts Council who gave the report as a partner on this grant. Supervisor Long and Ms. Goger discussed how the arts team will be selected and who will have final approval of the project. Supervisor Long requested that the Board of Supervisors have the final approval so they can schedule a public review. During public comment, Jonathan Noel inquired if there will be murals in areas other than downtown Mariposa. Ms. Goger noted that the plan contained in the Creative Placemaking Strategy is to install murals countywide but that this is just the first step in that ladder. Supervisor Menetrey discussed the merits of the program, especially having a professional team of artists creating the art. Supervisors Forsythe and Smallcombe discussed the positive effects of the murals that already exist on Highway 140 and on school sites.

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

Recess

10:33 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:38 AM.

2. Planning RES-2022-26

Adopt a Resolution Approving County Code Amendment No. 2021-162 with Findings, Including a Finding the Project is Exempt from Environmental Review. Project Adds New Section 17.108.230 to Title 17, Zoning, to Allow Flexibility in the Use of Identified Historic Structures Countywide, through the Conditional Use Permit Process, If the Project Includes Restoring and Preserving the Historic Structure to Reflect Its Original State; County of Mariposa, Project Proponent.

Sarah Williams gave the staff report, noting that this will add a new section to provide more flexibility in the use of identified historic structures countywide and not just in the town of Mariposa. No public comment. Supervisors Forsythe and Long extended thanks. Supervisor Long noted that it may be time for the County to look at the Mills Act, which is to historic structures what the Williamson Act is for agricultural land.

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

3. Planning 2022-ORD-1171

Waive the First Reading and Introduce an Ordinance Amending Title 17, Zoning, to Add Section 17.108.230 to Chapter 17.108 (Supplementary Standards) to Establish Special Use Provisions for Historic Structures Countywide, in Rural Areas of the County

Sarah Williams associated her comments from the prior item, noting that this is the ordinance component. No public comment.

RESULT: **INTRODUCED [UNANIMOUS] Next: 1/25/2022 9:00 AM**
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Public Works RES-2022-27**

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

Shannon Hansen/Interim Public Works Director provided the update, noting that the materials should be in this week. She also advised that they should start construction next week, providing that the creek water level is appropriate. Once started, the construction will take approximately ten days. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. **Public Works RES-2022-28**

Approve an Agreement with Bartle Wells Associates for a Wastewater Utility Rate Study for Don Pedro and Mariposa Pines Service Areas, Water and Wastewater Utility for Coulterville Service Area, and a Water and Wastewater Utility Rate Study and Road Assessment for the Yosemite West Maintenance District in an Amount Not to Exceed \$25,000; and Authorize the Public Works Interim Director to Sign the Agreement

Larry Harris/Deputy Public Works Director gave the staff report, noting that this agreement is needed to conduct a utility rate study. In response to Supervisor Sweeney's inquiry regarding timeline, Mr. Harris noted that they should be able to complete the study in early summer or fall, at the latest. He also discussed planned community outreach, and the need for procedures. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **County Counsel (ID # 12480)**

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

RESULT: WITHDRAWN**2. Administration/Human Resources (ID # 12503)**

CLOSED SESSION: Public Employee Employment Title or Position to be Filled: (Government Code Section 54957 (B) (1); Public Works Director

No public comment.

RESULT: CLOSED SESSION HELD

3. Administration/Human Resources (ID # 12502)

CLOSED SESSION: Public Employee Employment Title or Position to be Filled: (Government Code Section 54957 (B) (1); Building Department Director

No public comment.

RESULT: CLOSED SESSION HELD

Recess

11:03 AM Chair Smallcombe moved the meeting into Closed Session.

J. 2:00 PM Reconvene

Chair Smallcombe reconvened the meeting with all Board members present.

1. Planning RES-2022-29

PUBLIC HEARING: Resolution Adopting a Mitigated Negative Declaration and Approving Commercial-Industrial-Manufacturing (CIM) Plan No. 2021-124 for Wildhaven Yosemite, an 80-Unit Glamping Project, with Findings, Conditions, and Mitigation Measures. the Project is Located at 4808 Highway 140, APN 012-180-056. CalCamp2 LLC DbA Wildhaven Yosemite, Applicant.

Sarah Williams introduced Steve Engfer/Deputy Planning Director, who gave the staff report accompanied by a PowerPoint presentation. During public comment, Jonathan Farrington/Yosemite Mariposa County Tourism Bureau Executive Director and Economic Development Corporation Board Chair spoke in support of the project, as did Tara Schiff/Economic Development Specialist. Ken Barber, in response to an inquiry from Supervisor Forsythe, noted that they would like to pursue working with YARTS to transport people into town or, possibly, Yosemite National Park. Board discussion ensued regarding the project's minimal impact on adjacent property, the water and septic capabilities at the site, fire pit enclosures and the need for them to be attended by staff, and the number of units to be used for staff residences.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Administration (ID # 11841)

Discussion and Direction Regarding Housing Development Priorities and Trends

Dallin Kimble and Ben Goger/Housing Development Specialist gave the staff report accompanied by a PowerPoint presentation. Mr. Goger confirmed that this item is merely to provide an update and that no action is being sought. Board discussion ensued regarding the upper mobility grants, how a housing trust fund would work, the definition of moratorium where vacation rentals are concerned, and the need for data regarding homes that are being removed from the housing inventory because they are illegally used and destroyed.

Public comment opened.

Barbara Stewart spoke to the decline in the quality of life by visitors who are less invested in the community. She also discussed negative experiences associated with vacation home renters who bring guns, all-terrain vehicles, and are noisy into the night, and noted that some cities are already limiting vacation rentals. Ms. Stewart also advised that she likes the solution of only allowing rentals on the property where the owner resides so that they can monitor what is happening.

Jim Evans advised that a lot of communities are putting transient occupancy units in industrial commercial areas so that it doesn't impact communities. He also spoke in support of creating a housing trust fund and suggested that it should be dedicated to that purpose but that the County would be able to borrow from it to do other things.

Jessica Thompson discussed the pervasiveness of the housing shortage, noting that it affects everyone including the middle class and entry level professionals, and she urged the completion of an analysis to guide future actions.

Cara Goger noted that the memo bears out what she is seeing as an organization leader, because she has two staff members who have to leave because they cannot find housing. Ms. Goger also extended her thanks and appreciation for the conversation.

Kevin Spach noted that the memo overlooks the affordability of alternative style housing for homeowners or for those who want to rent out on their property and suggested that the conversation should consider other things like tiny homes. He noted that he has heard that we are getting our code to mirror the rest of California and noted that this was an economy where you could build a small house and now you can't and advised that thought must be given to how to change the rules to make housing affordable.

Irene Vasquez advised of moving away to go to university but returned to find housing hard to find. She also noted that the little houses are not good for everyone and noted that we need housing so that we can afford to live how we want to. Ms. Vasquez also noted that short term rentals have made it difficult, and she advised that she does think operating one should be limited to the people who live here because it is unreasonable that people from out of the community are buying up the housing.

Warren Gray referenced the written comments that he supplied and noted that he was in the process of putting in extensive upgrades to a house that he planned on using for a vacation rental and that, if a moratorium is passed, he will let it collect cobwebs before using it for another long-term renter.

Shannon Gadd/Health and Human Services Agency Director noted that the focus should be on infrastructure because you can't build a house without it. Ms. Gadd also advised that there has been impressive funding coming from the state and federal governments but none of it pays for infrastructure. She also discussed various State programs, noting the constraints that prevent their use in Mariposa County, and advising that this is an opportunity to advocate for flexibility in housing funding.

Colleen Rhodes referenced SB-2, which was passed in 2017 and which requires the Recorder to charge a fee for each recording associated with real estate documents to use for workforce housing and inquired as to who could provide information on the use of those funds.

Lorraine Freeman extended thanks for looking at this issue, suggested that the County consider the provisions from Carmel contained in appendix A; suggested that people who have already invested and put the money into converting a home could be grandfathered in; inquired about the need to remove roads from the County maintained road system whenever a new one is put in and wondered if that could be changed; and noted concerns that it would be more difficult to get contractors in North County.

Kathleen Armstrong noted that the unsustainable growth in the short-term rentals must be addressed because of the impact that it is having on our labor force, workers, and families and suggested that if the Board doesn't wish to consider a moratorium on conversions to short term rentals, then an alternate idea would be to divert T.O.T. monies coming from these particular properties to developing studies and long term strategies for our housing shortage to create sustainable local workforce housing for the people who have been here so long.

Public comment closed.

In response to the SB-2 question, Ben Goger noted that the County received \$160,000 in 2019 from SB-2 which was used to help fund the development code update, and that \$128,000 was received in 2020 which was used for the water main for the Creekside Terrace. As to the roads question, Mr. Goger noted that the County receives a finite amount of funding to maintain roads which requires removal of a road from the system when one is being added. Board discussion ensued.

DIRECTION:

The Board requested that the County Administrative Officer return with a future item to further discuss this issue, and directed that the item include financial mechanisms as well as potential options regarding short-term rentals.

RESULT: DIRECTION GIVEN

K. Board Information

Information received.

Report Out

4:24 PM Chair Smallcombe reported that Information was Received and Direction was Given in both Closed Sessions.

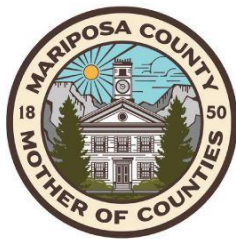
L. Adjournment

4:24 PM Chair Smallcombe adjourned the meeting in memory of Leonard H. Brown and Betty Jean Collins.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

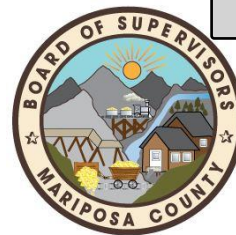


MARIPOSA COUNTY

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

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

January 24, 2022

SPECIAL MEETING

A. 8:30 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	8:30 AM
Tom Sweeney	District II Supervisor	Present	8:30 AM
Marshall Long	District III Supervisor	Present	8:30 AM
Wayne Forsythe	District IV Supervisor	Present	8:30 AM
Miles Menetrey	District V Supervisor	Present	8:30 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Closed Session

1. Administration/Human Resources (ID # 12557)

CLOSED SESSION: Public Employment, Title or Position to be Filled:
(Government Code Section 54957 (B) (1)); Director of Public Works and Transportation

No public input.

RESULT: CLOSED SESSION HELD

2. Administration/Human Resources (ID # 12556)

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

No public input.

RESULT: CLOSED SESSION HELD

Recess

8:32 AM Chair Smallcombe moved the meeting into Closed Session.

Report Out

3:46 PM Chair Smallcombe reported that Information was Received and Direction was Given during the first Closed Session, and that Information was Received during the second Closed Session.

D. Adjournment

3:47 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

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



D.12

MEETING: February 15, 2022

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 January of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:

CAO approved agreements 2-15-22 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for February 15, 2022

Contractor	Amount	Term	Service	Department
GovInvest	\$2,500	10-19-21 to 4-1-22	Use of the Standard Pension Module, Other Post-Employment Benefits Module and GASB 75 reporting	Admin
Colantuono Highsmith Whatley, PC	\$50,000	11-29-21 to 11-28-22	Legal representation of Mariposa County	County Counsel
Mountain Aire Heating and Air Conditioning, Inc.	\$45,000	1-1-22 to 6-30-22	Diagnose, Service and Repair	HHSA
Recology Mariposa	\$20,000	7-1-21 to 6-30-22	Disposal Pick Up	HHSA
S&S Electric	\$50,000	1-1-20 to 6-30-22	Perform repairs related to electrical requirements and utilities for (HHSA) facilities and facilities that provide housing for HHSA clients	HHSA
Scott's Cleaning Service	\$50,000	8-1-21 to 6-30-22	Deep cleaning services of HHSA facilities and facilities that provide housing for HHSA clients	HHSA
Palmer Tractor	\$46,750	1-11-22 to 2-15-22	Replacement of cattleguards at Exchequer	PW
S&S	\$25,000	10-1-22 to 6-30-22	Perform extradition services for the Sheriff's Office to include inmate transportation for the Adult Detention Facility	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

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



MEETING: February 15, 2022

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 January of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:

Department Head approved agreements 2-15-22 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for February 15, 2022

Contractor	Amount	Term	Service	Department
L.N. Curtis and Sons, Inc. DBA Curtis Tools for Heros	\$2,500	12-20-21 to 6-30-22	Annual air compressor service	Fire
Patton Build Trust	\$4,488	12-1-21 to 6-30-22	Air conditioning and heating maintenance at HHSA facility	HHSA
Brett Evans Tree Services	\$3,200	1-13-22 to 3-31-22	Tree removal service at Mariposa Cemetery	PW
Ranch Fence	\$8,930	11-11-21 to 5-10-22	Fencing around homeless encampment	PW
Ranch Fence	\$5,567	11-2-21 to 2-1-22	Repairs for Casner Ranch on Tip Top Road	PW
Hoffman Electronic Systems	\$1,295	1-31-22 to 21-31-22	Replacement of smoke detectors at History Museum	PW
The Water Connection	\$2,000	1-1-22 to 12-31-22	Backflow Testing for County facility buildings	PW
APCO Automated Frequency Coordination, Inc.	\$1,190.00	4-1-22 to 3-31-23	FCC Licensing	SO
Mariposa Equine- Jeanette Mero	\$9,999.00	7-1-22 to 6-30-23	Perform veterinary services in coordination with Mariposa County Animal Control	SO
Mobile Wireless- Alan McClintock	\$3,373.00	12-30-21 to 12-29-22	NetMotion Mobility Premium Software	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

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



MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Recognize David Atkins for AAB Service

RECOMMENDATION AND JUSTIFICATION:

Recognize David Atkins for His Service on the Mariposa County Assessment Appeals Board (AAB).

Due to the lack of qualified volunteers, the assessment appeal function has been transferred back to the Board of Supervisors and it is appropriate to recognize Mr. Atkins at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mr. Atkins was first appointed to serve on the Assessment Appeals Board on August 28, 2018, and has served continuously since. However, as noted in a Discussion held on December 21, 2021, Mr. Atkins has been, for many years, the only AAB member on the five member board. At that time, the Board gave direction to bring the appropriate actions to dissolve the Assessment Appeals Board and transfer the county board of equalization function back to the Board of Supervisors. Ordinance number 1170, which completed that action, was introduced on January 4, 2022, and later adopted on January 18, 2022, and will become effective on February 18, 2022.

Historically, the Board has honored the service of other County volunteers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will miss the opportunity to honor Mr. Atkins for his service to Mariposa County.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

County Counsel • (209) 966-3222



MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Recognize, Reappoint and Appoint Members to the Mariposa County Safety Committee

RECOMMENDATION AND JUSTIFICATION:

Recognize Shannon Hansen for Her Past Service on the Mariposa County Safety Committee; Reappoint Michael Cornwell and Steve Dahlem as Management Representatives; and Appoint Brad Jouett as a Management Representative to the Mariposa County Safety Committee for Two Year Terms Expiring 2/15/2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the establishment of a "Safety Commission and Advisory Committee" on April 23, 1991 in order to comply with California Labor Code Section 6401.7, which is still the prevailing law. On July 7, 2015, the Board amended the Commission and renamed it to "Mariposa County Safety Committee" and subsequently approved Bylaws on August 15, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may appoint different members to the Safety Committee.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

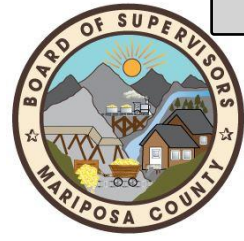
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Accept a Resignation, Reappoint and Appoint Members to Mariposa First 5 Commission

RECOMMENDATION AND JUSTIFICATION:

Accept Resignation of Kim Tucker from Mariposa County First 5 Commission; Reappoint Jennifer McCollum, Patrick McCarthy, Gwen Nitta, and Margarita King to the Mariposa County First 5 Commission for Terms Expiring February 15, 2025; Appoint Phyllis Becker to the Mariposa County First 5 Commission for a Term Expiring February 15, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

These appointments are required by the First 5 Mariposa County Ordinance 944 and mandated by the Health and Safety Code 130105; this commission was legislated through Prop 10 funds

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

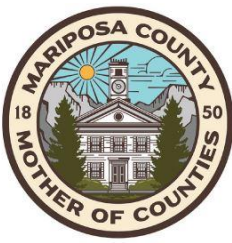
The Commission will not be in compliance with mandates.

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

MOVER: Marshall Long, District III Supervisor

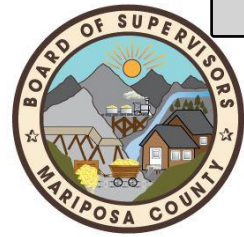
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-112

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Approve Acceptance of the BHRRP Substance Abuse Prevention and Treatment Block Grant Award

RECOMMENDATION AND JUSTIFICATION:

Approve Acceptance of the Behavioral Health Response and Rescue Project (BHRRP) Substance Abuse Prevention and Treatment Block Grant (SABG) Award in the amount of \$555,256.53; and authorize the Acting Health and Human Services Agency Director to implement the program activities outlined in the grant application.

BHRRP is established by the Department of Health Care Services (DHCS) to improve access to behavioral health across the State of California. It is funded by supplements to the Substance Abuse Prevention and Treatment Block Grant (SABG) which is awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). DHCS administers SABG and allocates funds for grantees to implement programs for prevention, treatment, recovery support related to substance use disorder (SUD).

For the grant award specific to this resolution request, funding was made available to SAMHSA through passage of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA) and requires counties to provide reporting related to adherence of budget and program objectives. With Health and Human Services Agency (HHSA) as the administrating entity, the County of Mariposa has been awarded \$258,993 through CRRSAA and \$296,263 through ARPA for a combined amount not to exceed \$555,256.

Under SABG, HHSA will direct funding towards the following programs:

* Friday Night Live (FNL) builds partnerships for positive and healthy youth development by engaging youth as active leaders and resources in Mariposa County. Funding from the SABG will be used for expansion of services that allow the program to reach a larger number of at-risk youths. New services consist of outreach activities and special events such as educational summit/s related to substance use. HHSA staff will evaluate FNL program based on assessment of decreasing underage substance use and increase in youth participation, as measured by surveys and information from focus groups.

* Primary prevention services will support the Strategic Primary Prevention Plan for community substance use prevention. HHSA will use funding from this award to staff one (1) Peer Support Position to assist with outreach and community education as well as school-based SUD education programs, and collaborate with Mariposa Safe Families on all programs, services, and prevention activities.

* Transitional housing related to recovery support will expand the capacity under SABG. This will be critical for assisting individuals with substance use disorder in achieving and maintaining sobriety, specifically allowing for additional beds under the program.

* In addition, the Medication Assisted Treatment (MAT) program will be developed as part of a larger plan to expand SUD treatment services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have a prior history with DHCS for this specific grant award.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If acceptance of this grant award is not approved, the County will need to find an alternative funding source for addressing a critical need in our County.

FINANCIAL IMPACT:

There is no impact to the County General Fund.

ATTACHMENTS:

SABG-BHRRP Approval Letter-Mariposa (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

D.17.a

January 4, 2022

Shannon Gadd, Director
P.O. Box 99
Mariposa, CA 95338

Dear Ms. Gadd:

The Department of Health Care Services (DHCS) has completed the review of your county's Behavioral Health Response and Rescue Project (BHRRP) Supplemental County Application for the Substance Abuse Prevention and Treatment Block Grant (SABG). All required documents have been received, and your application has been approved up to the maximum **Total Amount Approved** noted below. Your County may begin incurring costs up to that amount retroactively per the timelines denoted below.

Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA)
(July 1, 2021 through December 31, 2022)

Funding Categories	Total Amount Available	Total Amount Requested	Total Amount Approved
Total Allocation	\$258,993.29	\$258,993.29	\$258,993.29
Primary Prevention Set-Aside	\$122,333.65	\$122,333.65	\$122,333.65
Friday Night Live Set-Aside	\$50,000.00	\$50,000.00	\$50,000.00
Perinatal Set-Aside	\$0	\$0	\$0
Adolescent/Youth Set-Aside	\$0	\$0	\$0
Recovery Housing Support	\$86,659.64	\$86,659.64	\$86,659.64

American Rescue Plan Act (ARPA)
(September 1, 2021 through June 30, 2025)

Funding Categories	Total Amount Available	Total Amount Requested	Total Amount Approved
Total Allocation	\$296,263.24	\$296,263.24	\$296,263.24
Discretionary Allocation	\$111,545.62	\$111,545.62	\$111,545.62
Primary Prevention Set-Aside	\$84,717.62	\$84,717.62	\$84,717.62
Friday Night Live Set-Aside	\$100,000.00	\$100,000.00	\$100,000.00

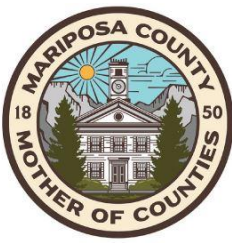
Please note, your County may be eligible to receive additional funding if it was requested during the application period. DHCS will be providing additional instructions once the final funding amount has been determined.

Should you have any questions, please contact the BHRRP team at BHRRP@dhcs.ca.gov.

Sincerely,

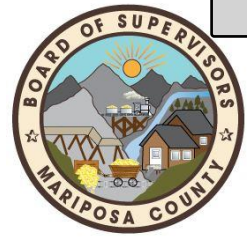


Waheeda Sabah, Section Chief
Contracts and Fiscal Section
Federal Grants Branch
Community Services Division
Department of Health Care Services



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-113

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Extra Help Additional Hours from 999 to 1,300 at Solid Waste

RECOMMENDATION AND JUSTIFICATION:

Increase Extra Help Hours from 999 to 1,300 for an Extra Help Employee at Solid Waste Division Within the Public Works Department.

The Solid Waste division is extremely short staffed due to Covid-19. The increase in hours will help relieve the strain and allow the Transfer Stations to remain open until the division is fully staffed again.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved the increase of Extra-Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, Transfer Stations will need to close causing a great inconvenience to the public.

FINANCIAL IMPACT:

No Financial Impact

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

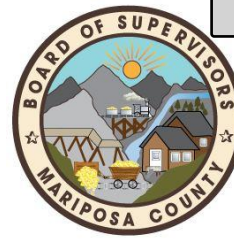
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000



MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Oversight of State Small Water Systems Transferring to County Jurisdiction

RECOMMENDATION AND JUSTIFICATION:

Presentation on the State Small Water System Transfer to Environmental Health for Oversight.

BACKGROUND AND HISTORY:

In the early 1990's Mariposa transferred oversight of all public water systems to the California Department of Health Services Drinking Water Branch. Included in that transfer were a number of small water systems classified as "State Small Water Systems" that the State had no legal authority to regulate, however, because Mariposa County was one of 11 counties that contracted with the State for Environmental Health staff the State agreed to oversee those "State Small Water Systems". In 2010 Mariposa County was the last county to go off of the State contract for Environmental Health Staff. Recently the State Drinking Water Branch Staff contacted our office to inform us that they would no longer be overseeing the State Small Water Systems in Mariposa County due to the lack of legal authority for them to do so. During that conversation we found out that Mariposa County is the only county in the State where the Drinking Water Branch was overseeing State Small Water Systems.

A State Small Water System is a system to collect, store, pipe and distribute drinking water that meets the following conditions: 1) Serves at least five (5), but not more than fourteen (14) service connections and, 2) Does not regularly serve drinking water to more than 25 individuals daily for more than 60 days out of the year.

Title 22 CCR 64211 (attached) requires State Small Water Systems to obtain a permit from the Local Health Officer.

According to State records there are currently 7 State Small Water Systems in Mariposa County.

In anticipation of this transfer, fees were established to cover the cost of overseeing these small water systems several years ago. Those fees were included in the 2019

Information Item

NBS fee study. Since the State has no authority to permit and oversee State Small Water Systems the State never charged fees to these 7 water systems. Therefore, this transfer of oversight will cause these 7 water systems to have to start paying fees they are not used to paying. Currently the Environmental Health Fee Schedule for Small Water systems is \$342 annually for a total of \$2,394. This only covers an average of 2 hours of EH time per system. It is likely that this will not fully cover the cost of setting up the files and overseeing the program this first year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action or direction is being requested.

ATTACHMENTS:

California Code of Regulations 64211 (PDF)

State Small Water Systems list (PDF)

RESULT: INFORMATION RECEIVED

§ 64211. Permit Requirement.

22 CA ADC § 64211

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations [Currentness](#)

Title 22. Social Security

Division 4. Environmental Health

Chapter 14. Water Permits

Article 3. State Small Water Systems

22 CCR § 64211

§ 64211. Permit Requirement.

- (a) No person shall operate a state small water system unless a permit to operate the system has been issued by the local health officer.
- (b) A state small water system shall submit a technical report to the local health officer as part of the permit application. The report shall describe the proposed or existing system as follows: service area, distribution system including storage and pumping facilities, the water source including source capacity, water quality, and any water treatment facilities. The report shall identify the owner of the system and the party responsible for day to day operation of the system. The report shall include a plan for notification of those served by the system under emergency conditions. The report shall describe the operating plan for the system and shall specify how the responsible party will respond to failure of major system components.
- (c) A change in ownership of a state small water system shall require the submission of a new application.
- (d) A state small water system shall provide the following notice to the consumers served by the state small water system: “The domestic water supply for this area is provided by a state small water system. State regulatory requirements for operation of a state small water system are less extensive than requirements for larger public water systems. If you have questions concerning your water supply, you should contact [insert (1) name of water system, (2) name of responsible person, and (3) telephone number] or your local health department.” This notice shall be by direct delivery on an annual basis or by continuous posting at a central location within the area served by the state small water system.

Note: Authority cited: Sections 116340, 116350, 131052 and 131200, Health and Safety Code. Reference: Sections 116275 and 116340, Health and Safety Code.

HISTORY

1. New section filed 11-12-91 as an emergency; operative 11-12-91 (Register 92, No. 8). A Certificate of Compliance must be transmitted to OAL 3-11-92 or emergency language will be repealed by operation of law on the following day.
2. New section refiled 3-6-92 as an emergency; operative 3-11-92 (Register 92, No. 15). A Certificate of Compliance must be transmittted to OAL 7-9-92 or emergency language will be repealed by operation of law on the following day.
3. Certificate of Compliance as to 3-6-92 order including new subsections (e) and (f) transmitted to OAL 5-5-92 and filed 6-16-92 (Register 92, No. 25).
4. Amendment of section and Note filed 5-22-2012; operative 6-21-2012 (Register 2012, No. 21).

This database is current through 11/19/21 Register 2021, No. 47

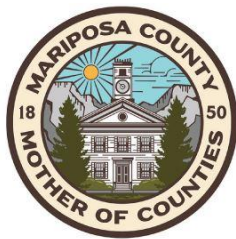
22 CCR § 64211, 22 CA ADC § 64211

END OF DOCUMENT

Attachment: California Code of Regulations 64211 (12428 : Oversight of State Small Water Systems Transferring to County Jurisdiction)

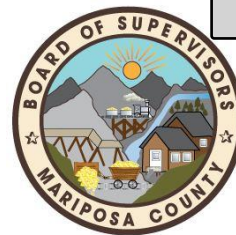
State Small Water Systems
Being transferred back to Mariposa County
For Oversight

1. Golden Hills Mobile Home & RV Park (Piney Creek Road – Coulterville)
2. Mariposa Pines Villa (Crystal Air Drive – Mariposa)
3. Timber Mobile Home Park (Hwy 140 – Midpines)
4. Oak Park Estates (Hwy 140 – Catheys Valley)
5. Porta Yosemite (Hwy 140 – Catheys Valley)
6. Stoneridge Mobile Home Park (Leonard Rd – Mariposa)



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-114

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Accept the Emergency Repair Work on White Rock Road as Complete

RECOMMENDATION AND JUSTIFICATION:

Accept the Emergency Repair Work on White Rock Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3).

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

A contract was executed by the Board with Palmer Tractor on November 2, 2021 for the expedited installation of a nine-foot diameter 14-gauge corrugated metal pipe. The original engineer's construction estimate was \$100,000 and the final negotiated contract amount was \$81,174. Due to material shortages, the pipe was not delivered and installed until January 21, 2022. Concrete work was completed on January 28, 2022. The site was cleaned, and the temporary steel plates removed. Palmer Tractor has completed all work under this contract and the roadway has been restored to its pre-emergency condition.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meeting on November 9, 2021, and at every regularly scheduled meeting thereafter, and determined by a four-fifths vote that there was a need to continue the action.

On November 2, 2021, Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the Emergency Action will not be designated as complete.

ATTACHMENTS:**White Rock Rd Bridge1 (JPG)****White Rock Rd Bridge2 (JPG)****White Rock Rd Bridge3 (JPG)****White Rock Rd Bridge4 (JPG)****White Rock Rd Bridge5 (JPG)****White Rock Rd Bridge6 (JPG)****White Rock Rd Bridge7 (JPG)****RESULT: ADOPTED [UNANIMOUS]****MOVER:** Marshall Long, District III Supervisor**SECONDER:** Wayne Forsythe, District IV Supervisor**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey



G.2.a

Attachment: White Rock Rd Bridge1 (RES-2022-114 :

Packet Pg. 170

G.2.b

Attachment: White Rock Rd Bridge2 (RES-2022-114 :



Packet Pg. 171



G.2.d

Attachment: White Rock Rd Bridge4 (RES-2022-114 :

Packet Pg. 173

G.2.e

Attachment: White Rock Rd Bridge5 (RES-2022-114 :

Packet Pg. 174

G.2.f

Attachment: White Rock Rd Bridge6 (RES-2022-114 :

Packet Pg. 175

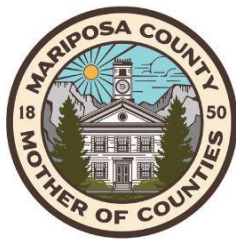


G.2.g

Attachment: White Rock Rd Bridge7 (RES-2022-114 :

Packet Pg. 176





MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-115

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Committee Policy Adoption

RECOMMENDATION AND JUSTIFICATION:

Adopt a resolution establishing a new Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees (“committees”).

On August 24, 2021, the Board considered sample committee policies from San Diego and Marin Counties and gave direction to the Clerk of the Board to develop a similar policy for Mariposa County committees. Direction was given that the policy was to provide new avenues of communication between the committees and the Board including regular submission of the meeting minutes and annual reports, sunset dates to allow for regular examination of committee purposes, mid-term reviews, a nepotism provision, and provisions applying County Human Resources policies to committee members. Based on that direction, staff drafted a policy which was first distributed for comment, on October 6, 2021, to County departments that provide administrative support to committees. Significant feedback was received and incorporated. From that feedback, one noteworthy change was made to the Board directed requirement that By-Laws be created within ninety days of approval of this policy. Feedback received from staff advised that not all existing committees meet regularly, with some meeting quarterly, annually, or more infrequently. Consequently, that provision (found at 9.3) was amended to provide that existing committees shall have adopted by-laws approved by the Board no later than 90 days after the first committee meeting that occurs after this policy is adopted. (The complete change log can be found at the end of the policy.)

From the first round of feedback, a second draft policy was crafted and was sent out on December 6, 2021, for comment from committee members, whether acting as a committee or individually. Valuable feedback was again received and has now been addressed in the attached final draft policy. Feedback has generally been positive as departments and committees alike have recognized the need for guiding standards. For most of the policy provisions, the feedback received concerned ambiguities in the text which have now been corrected. While the policy does set minimum standards, it also seeks to provide the committees a certain amount of flexibility to account for disparities in the committee purpose or organization.

A number of questions arose regarding the definition of Majority (for purposes of taking action) as many committees have, apparently, been taking action based on a majority vote of their quorum. Significant research and thought was put into this

question, and the policy uses the classical definition of "Majority Rule" which the Merriam-Webster Dictionary defines as "a political principle providing that a majority usually constituted by fifty percent plus one of an organized group will have the power to make decisions binding upon the whole." While this is a generally accepted definition for Majority Rule (and, therefore, Majority Action), this definition is further supported by the underlying purpose for County advisory committees, which is to provide diverse viewpoints on various projects or issues. By defining Majority as merely a majority of those present, it becomes possible for a minority of voices to take action on behalf of the entire committee, thereby, undermining the diversity of viewpoints being sought. This definition also follows the law that the Board of Supervisors itself must abide by, specifically, Government Code Section 25005, which states that "A majority of the members of the board constitute a quorum for the transaction of business. No act of the board shall be valid or binding unless a majority of all the members concur therein."

Initial Sunset Dates are staggered across four years to not only allow committees to become familiar with the new policy but also to minimize the impacts on department workloads. Committees that have been inactive were assigned a date one year in the future. Committees that have been recently created were assigned dates further out, with departmental committees staggered throughout to balance the workload impacts. While Sunset Dates occur on the last day of the months of August, September, October, or November, it should be noted that there is nothing to prevent a review from occurring earlier in the year, which provides staff additional flexibility, if desired.

With the input period now closed and all suggestions considered, staff is now requesting that the Board approve the attached Resolution and policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

August 24, 2021, the Board discussed the concept of a committees policy and gave direction to the Clerk of the Board to develop same.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A negative action means that the County committees will continue to operate without benefit of Board guidance, or with inconsistencies between them. Alternatively, the Board may remove or alter provisions of this policy as it deems necessary.

ATTACHMENTS:

Resolution establishing Committees Policy (PDF)

8-24-21, Discussion and Direction Regarding Development of a New Policy Specifying Guidelines and Standing Rules for All County Committees, Commissions, and Boards (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

**RESOLUTION NO. 2022-
RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS
ESTABLISHING A NEW POLICY SPECIFYING GUIDELINES, PROCEDURES, AND
STANDING RULES FOR COUNTY ADVISORY BOARDS, COMMISSIONS, AND
COMMITTEES**

WHEREAS the County of Mariposa depends on many discretionary and non-discretionary boards, commissions and advisory committees (hereinafter collectively referred to as “committees” and individually referred to as “the committee”), to conduct the public business and to comply with applicable statutory mandates; and

WHEREAS, as a matter of public interest, the Board of Supervisors deems it advisable to establish guidelines for the establishment, dissolution, and operation of committees, as well as to clarify procedures and standing rules for the committees, the members of these bodies, and members of the public; and

WHEREAS these guidelines are applicable to all discretionary and non-discretionary committees established by the Board of Supervisors, regardless of whether formation was via resolution, ordinance, or other Board action.

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors, a political subdivision of the State of California, does hereby establish the Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees which is attached hereto as Exhibit “A”.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 15th day of February, 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

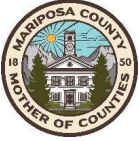
ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

René LaRoche, Clerk of the Board

Steven W. Dahlem, County Counsel



Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

1. PURPOSE

The County of Mariposa depends on many discretionary and non-discretionary boards, commissions, and committees (hereinafter collectively referred to as "committees" and individually referred to as "the committee") to conduct the public business and to comply with applicable statutory mandates. Consequently, the Board of Supervisors deems it advisable and a matter of public interest to establish guidelines for the establishment, dissolution, and operation of committees, as well as to clarify procedures and standing rules for the members of these bodies, as well as for staff, and the public.

2. POLICY INTENT

These guidelines are intended to be applied to all committees established by the Board of Supervisors regardless of whether creation was via resolution, ordinance, or other Board action.

3. POLICY LIMITATIONS

This policy is not meant to change any statutory authority or requirement. Where a conflict exists between statutory authority and this policy, the statutory authority shall prevail.

4. DEFINITIONS

○ Ad hoc Committee

A sub-committee that is created for a particular project or task and/or for a specific limited timeframe, and which is normally dissolved upon completion of the project or task, or automatically when the specified timeframe has elapsed.

○ Discretionary Committees

Advisory Boards, Commissions, and Committees that are not mandated by State or federal law or regulation.

○ Majority

- Committees with a set number of committee members (as established upon committee creation or as amended by action of the Board of Supervisors)

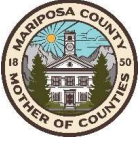
One-half of the number of committee members (filled or unfilled), plus one, unless defined otherwise by law.

- Committees with a floating number of committee members (those with a range of minimum and maximum number of members, as established upon committee creation or as amended by the Board of Supervisors.)

One-half of the number of appointed committee members, plus one, unless defined otherwise by law.

○ Quorum

One-half of the committee membership, plus one, unless defined otherwise by law.

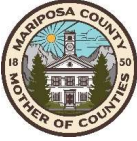


Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

- Standing committee
A permanent committee that meets regularly.
- Sub-committee
A small group of people composed of some members of a larger committee, and which reports back to the larger committee. A sub-committee can be established in the bylaws or by committee approval, which is clearly noted in the minutes. A sub-committee can be a standing committee or an ad hoc committee.
- Sunset Date
The date on which a committee's authorization to function expires, unless a Board action is taken to extend it another term.
- Unscheduled Vacancy
A vacancy that occurs for any reason prior to the end of a member's term.

5. ESTABLISHMENT AND DISSOLUTION OF DISCRETIONARY COMMITTEES

- 5.1 To conserve County resources, the Board of Supervisors may direct the use of Ad hoc committees, advisory councils, or town hall meetings prior to establishing a new discretionary committee.
- 5.2 New discretionary committees shall be established by a resolution of the Board which includes:
 - A) A statement of purpose.
 - B) Membership requirements, if any. (Demographics, experience, etc.)
 - C) Membership term lengths.
 - D) Member compensation.
 - a. A clause noting that members serve without compensation; or
 - b. A clause that addresses compensation, stipends reimbursement of mileage or other expenses.
 - E) A "sunset date," or other date of dissolution, for the committee which is no more than four years from the date that the Board creates the committee.
 - F) Designation of the administering County Department to liaise with the committee and provide advice, oversight, and committee support, as needed, including submission of minutes to the Clerk of the Board.
- 5.3 No committee shall have powers other than advisory to the Board of Supervisors or Planning Commission except as may be contained in the Mariposa County Code.
- 5.4 Initial sunset dates, staggered across four years, are hereby established for existing committees via Appendix 1, which is attached hereto and incorporated herein by reference.

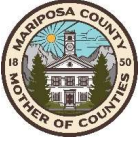


Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

- 5.5 A committee shall cease to exist upon the accomplishment of the special purpose for which it was created, upon reaching an unextended sunset date, or when dissolved by a majority vote of the Board of Supervisors. The Board of Supervisors may dissolve a committee prior to a discretionary committee's established sunset date.
- 5.6 The Board of Supervisors shall retain discretion to remove any committee member as it deems necessary, for any cause.

6. APPLICATION AND APPOINTMENT PROCEDURES

- 6.1 County committees are meant to inform policy regarding the needs of Mariposa County residents. Consequently, committee members must reside or work within Mariposa County, unless otherwise defined by the establishing authority.
- 6.2 All new committee members must submit a completed County Committees application to the Clerk of the Board, along with answers to any supplemental questions, prior to any advertised deadline. The Clerk shall log valid applications and forward them to the administering department to vet qualifications and prepare a Board item. Applications received after the deadline are invalid and will not continue in the process.
- 6.3 In the event that multiple applications are submitted for a position, applications may be vetted by a committee composed of the Board liaisons for that department, the department head, and the Clerk of the Board, with a recommendation made to the Board of Supervisors. Any such recommendation will be presented to the Board of Supervisors along with all valid applications, redacted to protect sensitive personal information.
- 6.4 No committee member will be appointed/reappointed to a term longer than four years, except as otherwise provided herein.
- 6.5 Committee members, except for those who have resigned or been removed, may continue to serve until an appointment or reappointment is made.
- 6.6 Members of committees who wish to continue serving in their appointed capacity for additional terms are required to complete and submit a new application, or may update and resubmit their original application if no pertinent information has changed. All qualifying applications for the vacancy will be submitted to the Board of Supervisors along with any recommendation from the administering department.
- 6.7 In the event of a resignation by a committee member, it is the responsibility of the resigning member to communicate the resignation to the Clerk of the Board or the administering department.
- 6.8 In the event of an unscheduled vacancy on any discretionary committee, a Notice of Special Vacancy shall be posted in the Clerk of the Board's office, and on either the County's website or at the library designated pursuant to California Government Code



Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

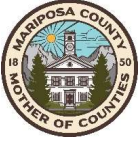
Section 54973 et seq. (the Maddy Act). In the case of At Large vacancies, a press release may also be sent to the local newspapers, at the discretion of the head of the administering department. Final appointment to the committee may not be made by the legislative body until at least 10 working days have elapsed since the posting of the notice in the Clerk's office.

- 6.9 Applicants for District appointments may be nominated by the District Supervisor, but require concurrence and approval by a majority vote of the full Board.
- 6.10 When a vacancy exists on a committee and no applications have been submitted by the deadline, the vacancy will be continued by the administering department until such time as an appointment can be made. The Board of Supervisors may, at any time, move to continue an appointment to a subsequent date.
- 6.11 Upon initial appointment, and at each reappointment, committee members shall receive a copy of all County policies provided to new hires, and shall acknowledge their receipt. The administering department shall be responsible for providing the policies, obtaining signed acknowledgements, and for keeping all acknowledgements until two years past the member's resignation or removal from the committee.

7. NEPOTISM

The role of advisory committees is to provide diverse and impartial input from throughout the county. Consequently, no more than one family member may serve on the same committee.

For purposes of this policy, family members are defined as spouse, child, step-child, parent, stepparent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian, significant other, or any other member of an individual family household, or that have such familial relationships as are specifically identified above that live in separate households.



Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

8. ORIENTATION

Each committee shall have an orientation packet for new members which includes:

- A. A copy of this Board Policy.
- B. Copies of any laws, regulations, and/or other applicable Board policies pertaining to the operation of County committees in general, as well as those specific to the committee, including the establishing authority, By-Laws, and plans and goals of the committee.
- C. A copy of County Counsel's memorandum regarding duties, responsibilities, and requirements of the Ralph M. Brown Act.
- D. Copies of the last three (3) committee minutes and recent reports prepared for Board review, as well as a schedule of meetings if one exists.
- E. A copy of the committee's rules of procedure, whether Rosenberg's Rules or Roberts' Rules of Order.
- F. A roster of all current committee members, as well as the County staff which regularly interacts or presents to the committee.
- G. Information regarding any Ad-Hoc or subcommittees including, but not limited to, descriptions, list of Ad-Hoc or subcommittee members, or other pertinent materials.

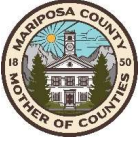
It shall be the responsibility of County staff to assemble the orientation packet and to convey it to the Committee Chairperson. The Committee Chairperson, or his or her designee, shall provide these orientation materials to new committee members prior to their being seated as a member. County staff shall be responsible for supplying updated rosters to the Chair and the remaining committee members.

9. BY-LAWS

- 9.1 Each committee, whether created by resolution or ordinance, shall prepare By-Laws which shall, at a minimum, contain the sections and information contained in Appendix 2, attached hereto, and must be approved by the Board of Supervisors. Committees have the flexibility to add additional by-laws provisions providing that they do not conflict with, or negate, the required provisions contained in Appendix 2 of this policy.
- 9.2 Newly formed Committees shall have adopted By-Laws approved by the Board of Supervisors within 90 calendar days of the committee's first meeting.
- 9.3 Existing committees named in Appendix 1, attached hereto, shall have adopted By-Laws approved by the Board of Supervisors not later than 90 days after the committee's next scheduled meeting that occurs after the adoption of this policy.

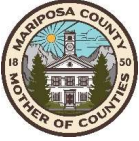
10. REPORTING AND REVIEWS

- 10.1 Each committee shall select a member to prepare and maintain meeting Minutes.



Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

- A. Minutes shall, at a minimum, contain the information noted in "Appendix 3 – Minutes." However, committees are at liberty to add additional information to their minutes.
 - B. For committees that meet quarterly or less frequently, draft Minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. For committees that meet more frequently, adopted Minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors. The Clerk of the Board may attach multiple committee minutes to a single consent item.
 - C. If the selected committee member fails to produce the meeting Minutes within the required timeframe, then it will be up to the Committee Chair to immediately prepare and submit the Minutes.
- 10.2 Each committee shall prepare and submit an annual written report to the Board of Supervisors, through the Clerk of the Board, by April 1st of each year, beginning in 2023, that includes a summary of their activities and accomplishments during the last year, as well as committee goals and initiatives for the next year.
 - A. Each annual report shall minimally include the following information:
 - A. An overview of the Projects/Issues/Topics considered by the committee in the preceding year
 - B. How the Projects/Issues/Topics fall within the committee's purpose.
 - C. Any issues impeding committee effectiveness
 - D. Goals and objectives for the next year
 - B. Committees are at liberty to add additional information to reports as they see fit.
- 10.3 It is the intent of this policy that written reports are communications between the committees and the Board of Supervisors and will, consequently, be written and prepared by the committee members rather than staff.
- 10.4 Written reports should be submitted to the Clerk of the Board of Supervisors who will schedule and prepare a Board of Supervisors item in coordination with the committee chairperson.
- 10.5 Committees that do not submit a report by May 1st of each year shall be reviewed by the Board of Supervisors and appropriate actions, including dissolution of the



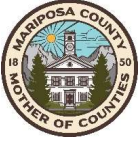
Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

committee prior to the sunset date, may be considered.

- 10.6 An agenda item for a mid-term review of each committee shall be scheduled and prepared by the Clerk of the Board before the Board of Supervisors in the second year of the committee's four year term.
- 10.7 Agenda items for Sunset Reviews shall be scheduled and prepared by the Clerk of the Board before the Board of Supervisors in the last year of the committee's four year term, but prior to its sunset date, to allow the Board to consider the committee's purpose, effectiveness, and possible sunset date extension.
- 10.8 Mid-term and Sunset Board Reviews will nominally include consideration of the annual reports, and will provide the committee members the opportunity to provide feedback regarding the committee's objectives relative to its purpose, as well as to allow the Board to provide direction.

11. STANDING RULES

- 11.1 All committee members shall take the loyalty Oath of Office, found in Appendix 4, upon appointment or reappointment and prior to voting on any matter presented to the committee on which they serve. Oaths of Office may be administered by the Clerk of the Board, or the head of the administering department.
- 11.2 Any committee members who receive any type of compensation, salary, stipend, or reimbursement for actual and necessary expenses incurred in the performance of official duties, are required to complete Ethics Training as required by California Government Code Title 5, Chapter 2, Article 2.4, Sections 53234-53235.2.
- 11.3 Committees and their members are responsible for conducting public business for the County of Mariposa and are, therefore, subject to provisions of California Government Code Section 54950 et seq. (the Ralph M. Brown Act), which mandates open meetings for local legislative bodies.
- 11.4 Committee members shall be responsible for having a working knowledge of the establishing ordinance, resolution, by-laws, federal or state mandates, or any other governing regulations that define and set forth the intent and purpose of their assigned committee, and shall only represent and take action on matters related thereto.
- 11.5 Meeting Minutes can only be approved by members who attended the meeting, or by those who have reviewed existing meeting audio.
- 11.6 If the committee membership changes enough to prevent a set of Minutes from being approved by original members in a number that equals or exceeds a quorum of the committee, and if no recording exists for new members to review to become qualified



Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

to vote on the Minutes, then Minutes may be deemed approved and marked as a "Technical Approval" under this policy.

- 11.7 Draft and Approved Minutes are to be posted to the agenda management system by County staff.
- 11.8 Comments, decisions, or actions by discretionary committees are wholly advisory and it is not the responsibility, or within the authority, of an advisory committee to make decisions, manage, or direct the delivery of services or facilities.
- 11.9 Committee members represent the County of Mariposa and shall avoid impropriety and the appearance of impropriety, and shall not use their appointed position to further their own financial/pecuniary gain or for any other purpose not directly related to the governmental function they have been appointed to perform.
- 11.10 Committee members shall not misrepresent the scope of their influence or authority in matters assigned to their committee or represent recommendations of their respective advisory body as official County policy until such time as formal action, such as adoption of a resolution, has been taken by the Board of Supervisors.
- 11.11 Committee members shall not represent the committee before any other committee, commission, outside agency, to the press, or the general public unless authorized as the designated spokesperson by the Committee.
- 11.12 The County is committed to providing a safe and dignified environment for all employees and volunteers, alike. Consequently, committee members are subject to all County Human Resource policies including, but not limited to, the Policy Against Discrimination and Harassment in the Workplace and the Injury, Illness, and Prevention Program. All new and returning committee members are responsible for understanding these policies and for conducting themselves in a professional and inclusive manner. Zero Tolerance will be exhibited in any instance where a committee member is found to be out of compliance with any County Human Resources policy.
- 11.13 In the event that any committee member fails to adhere to one or more County Human Resource policies, staff shall document the issue, whether observed or reported by others, and submit the matter to the Human Resources division for investigation.

Written documentation shall specifically address the following:

- A. The allegation of misconduct or wrongdoing in detail.
- B. Citation of relevant policy, if known.
- C. Dates, times, and places where event or events occurred.
- D. Names of the people involved, as well as their contact information where available.
- E. Any other relevant information which would help determine whether there is a basis for any charge of misconduct, wrongdoing, or policy noncompliance.



Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

- 11.14 Upon receipt of a complaint against a committee member, the Human Resources division shall so inform the department head of the administering department as well as the Board of Supervisors, and shall commence an investigation. The committee member in question shall be automatically suspended from his or her committee duties while the investigation is being conducted.
- 11.15 The Human Resource division shall conclude its investigation within forty-five (45) days, and shall issue a Finding.
- 11.16 Any Finding of noncompliance shall result in automatic removal of the committee member from all County committees upon which the member serves.

DRAFT

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards

APPENDIX 1 – INITIAL SUNSET DATES

COMMITTEE	ADMINISTERING DEPARTMENT	INITIAL LENGTH (YEARS)	SUNSET DATE	COMMENT
1 YEAR				
Community Recreation Facility Advisory Committee	Administration	1	10/31/2023	Inactive. Created in 2019. No appointments made.
Housing Rehabilitation and Loan Advisory Board	Administration	1	11/30/2023	Inactive
Housing Program Advisory Committee	Planning	1	8/31/2023	Inactive
Surface Mining Technical Advisory Committee	Planning	1	9/30/2023	Inactive
Town of Mariposa Transit Center Feasibility Study Citizens Advisory Committee	Planning	1	10/31/2023	Inactive
Yosemite West Planning Advisory Committee	Planning	1	11/30/2023	Inactive
Coulterville Cemetery Ad Hoc Committee	Public Works	1	10/31/2023	No current members. Last appointment expired on 12-31-2019
Catheys Valley Cemetery Ad Hoc Committee	Public Works	1	10/31/2023	All committee members expired on 12-31-2021
Mariposa Town Cemetery Ad Hoc Committee	Public Works	1	11/30/2023	Inactive
2 YEARS				
Agricultural Advisory Committee	Planning	2	8/31/2024	
Connect Mariposa Advisory Board	Administration	2	8/31/2024	
El Portal Planning Advisory Committee	Planning	2	9/30/2024	
Fire Advisory Committee	Fire	2	11/30/2024	
Local Child Care Planning Council	HHSA	2	11/30/2024	
Parks and Recreation Commission	Public Works	2	9/30/2024	
Wawona Town Planning Advisory Committee	Planning	2	10/31/2024	
3 YEARS				
Business Assistance/Microenterprise Loan Advisory Board	Administration	3	8/31/2025	
Child Care Task Force	Administration	3	8/31/2025	
Coulterville Planning Advisory Committee	Planning	3	9/30/2025	

Fish Camp Town Planning Advisory Council	Planning	3	9/30/2025
Greeley Hill Planning Advisory Committee	Planning	3	10/31/2025
Historic Sites and Records Preservation Commission	Planning	3	10/31/2025
Mariposa County Commission on Aging	HHSA	3	11/30/2025
Mariposa County Solid Waste AB939 Local Task Force	Public Works	3	11/30/2025

4 YEARS

Airport Advisory Committee	Public Works	4	11/30/2026
Behavioral Health Board	Clerk of the Board	4	11/30/2026
Catheys Valley Community Planning Advisory Committee	Planning	4	8/31/2026
Code Compliance Advisory Committee	Planning	4	11/30/2026
Creative Placemaking Strategy Advisory Committee	Planning	4	9/30/2026
Law Library Trustees	County Counsel/Risk Mgr	4	11/30/2026
Midpines Planning Advisory Committee	Planning	4	9/30/2026
Merced River Trail	Planning	4	10/31/2026

COMMITTEES NEEDING APPROVAL BY THE BOS SITTING AS A DIFFERENT ENTITY:

Air Pollution Control District Hearing Board	APCD
Coulterville Service Area No. One Advisory Board	CSA-1
In-Home Supportive Services Advisory Committee	IHSS Public Authority
Local Transportation Commission Technical Advisory Committee	LTC
Social Services Transportation Advisory Council	LTC
Water Agency Advisory Board	Mariposa County Water Agency
Yosemite West District Advisory Committee	Yosemite West District Board of Directors

COMMITTEES NOT SUBJECT TO THIS POLICY:

INTERNAL OR OPERATIONAL COMMITTEES/ENTITIES

Mariposa County Planning Commission	
Community Corrections Partnership	Dept: Probation
Disaster Council	Dept: Sheriff
Emergency Medical Care Committee	Dept: HHSA/Health
Mariposa County Safety Committee	Dept: County Counsel/Risk Manager

APPEALS BOARDS UNDER THE BOARD OF SUPERVISORS - Function differently than advisory committees

Medical Services Program Appeal Board	HHSA
Building Department Advisory and Appeals Board	Building
Local Enforcement Agency (LEA) Hearing Panel	HHSA/Environmental Health
Wawona Appeals Board	Planning

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards,
Commissions, and Committees

APPENDIX 2 – BYLAWS

Article 1 – Purpose and Authority

Section A – The committee is established under authority of <State Code, Ordinance, Board Resolution with date, or Joint Powers Agreement with date.>

Section B – Its purpose is <as set forth in the establishing authority.>

Section C – The <Advisory Committee's name> is advisory to the Board of Supervisors (or the Planning Commission and the Board of Supervisors) and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D – <Advisory Committee's name> is advisory to <list department(s), Planning Commission if appropriate> and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The <Advisory Committee's name> is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The <Advisory Committee's name> is limited to <number> members in accordance with the establishing authority. (Add membership categories, if necessary.)

Section B – Each term is for a period of <as set forth in the establishing authority.>

Section C – If a member of the <Advisory Committee's name> is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year (or other time period as defined by the committee), and a Secretary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum,

maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the American’s with Disabilities Act (A.D.A.), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County’s agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

- 1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.
- 2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to “In compliance with the American’s with Disabilities Act, if special assistance is required to participate in this meeting, please contact the <Name of Person or Position and contact information if not given elsewhere on the agenda.>

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all <Advisory Committee’s name> meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg’s Rules of Order <or, alternatively, Robert’s Rules of Order> shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G – Each voting member has one vote and no proxy.

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards,
Commissions, and Committees

APPENDIX 3 – MINUTES

(This Appendix is provided merely as a guide of the minimal things that must be captured in Action Summary Minutes. Committees are at liberty to add more information to suit their needs.)

<Committee Name>

<Meeting Date> ACTION SUMMARY MINUTES

Location of Meeting:

Present at Meeting:

Seeing a quorum, the regular meeting of the <Committee Name> was called to order at <time A.M or P.M> by Chair <Name>.

The committee proceeded to consider the agenda and the following actions were taken or direction given:

Item 1. (Number each item) <Description from the agenda>

Record the meeting ACTIONS. Narrating the discussion that led to the action is not necessary.

For a motion:

By a unanimous vote *(if not unanimous, define the vote, for instance: 5 ayes, 2 nays, with Smith abstaining)*, the committee approved the motion of <Name of Person>, with a second by <Name of Person>, to <describe the motion.>

Alternate format:

On the motion of <Name of Person>, with a second by <Name of Person>, the committee approved the motion to <describe the motion.>

AYES: Name1, Name2 <last names only, typically listed in alphabetical order>; NAYS: Name3; ABSTAIN: Name4

For direction *(usually requests for some kind of follow-up action at a future meeting):*

<Name of Person> was requested to research the issue of <define what was requested> and return with a report at the <date> meeting.

<TIME A.M. or P.M.> There being no further business, the meeting was adjourned *(either by the Chair, or on a motion, second, and vote – depending on the committee’s procedures.)*

Minutes submitted by,

<Name of Person who Prepared the Minutes>

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards,
Commissions, and Committees

APPENDIX 4 – OATH OF OFFICE

(Some committees may require signed Oaths. Please check with the Clerk of the Board's office.)

I, [State your Name], do solemnly swear (or affirm) that I will support and defend the
Constitution of the United States and the Constitution of the State of California against all
enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of
the United States and the Constitution of the State of California; that I take this obligation
freely, without any mental reservation or purpose of evasion; and that I will well and faithfully
discharge the duties upon which I am about to enter.

DRAFT

Attachment: Resolution establishing Committees Policy (RES-2022-115 : Committee Policy Adoption)

Change Log

Date	Feedback Received:	Change:
11-19-21	Sometimes minutes can't be adopted if there has been a change in committee members.	Added provision 11.5 and 11.6 to allow minutes to be approved by new members if they have listened to an audio recording of the meeting.
11-19-21		Added quorum definition to Section 4
11-19-21	Sometimes the committee member responsible for preparing minutes doesn't produce.	Amended 10.1 and Added provision 10.1 A.
11-19-21	Should draft minutes be posted?	Added provision 11.7
11-19-21	It would be helpful to have some kind of outline for the annual report.	Added provision 10.2 A
11-19-21	Is the annual report meant to be a staff-prepared report?	Added provision 10.3
11-19-21	What will the mid-term review be? Is it another written review or an item scheduled for the Board agenda?	Added provision 10.8
11-19-21	Is the mid-term review scheduled by staff?	Added provision 10.4 and Amended 10.6
11-19-21	What will the sunset review look like? Is it another written review or an item scheduled for the Board agenda?	Added to 10.8
11-19-21	Is the Sunset Review produced/scheduled by staff?	Amended 10.7 and 10.8 Clarifies duties.
11-24-21	Not all committees meet regularly enough to guarantee approval of bylaws within a stated deadline.	Amended 9.3 to provide a deadline that is 90 days after the committee's next scheduled meeting, rather than a set date or deadline.
12/6/2021	Some committees already use Robert's Rules of Order.	Added Robert's Rules of Order as an alternative to Rosenberg's Rules of Order in Section F of Article 4 (Meeting Procedures) of the Bylaws template (Appendix 2)
1/19/2022	Some committees would like to have the same Chair for a period longer than one year.	Amended Article 3, Section A, of the By-Laws Template found at Appendix 2, to provide more flexibility with the term that the Chair and Vice-Chair.
1/21/2022	CVCAPAC expressed concerns that the standardized bylaws format did not provide enough flexible. In discussion with the Planning Director about the input, it was determined that the text did not adequately convey that the bylaw provisions presented are only the minimal ones required, and that committees are free to add additional provisions that do not negate or conflict with any of the required provisions.	Additional language was added to 9.2 to clarify that the by-laws template is the minimal information required and that committees are at liberty to add additional provisions providing that they do not conflict with, or negate, any of the required provisions in the template. While not associated with the By-Laws, 10.2 A was similarly clarified to communicate that annual reports can contain more information than just the minimally requested information.
1/21/2022	CVCAPAC requested clarification that the orientation packets will be assembled by County staff and provided to the committee chairs.	Amended 8 to clarify that County staff shall assemble the orientation packets and provide to the Committee Chairperson.

1/21/2022	CVCPAC recommended that an accepted template for minutes be provided	Appendix 3 – Minutes created. Clarifying language was added to Paragraph 10.
	First annual report due date.	Given the nearness of April 1 st , additional language was added to 10.2 to provide that annual reports are first due in the year 2023.
1/22/2022	CVCPAC requested clarification that posting and noticing requirements for meetings shall continue to be a county staff responsibility. COA requested language clarification regarding 72 hour posting requirement, i.e., agenda vs. meeting notice. Changed to meeting agendas.	Amended Article 4 – MEETING PROCEDURES of Appendix 2 – BYLAWS to clarify that responsibility, and to clarify that the 72 hour posting responsibility applies to the meeting agenda.
1/22/2022	CVCPAC noted confusion as to which policy the Zero-Tolerance would apply.	Amended 11.12 to clarify that the Zero-Tolerance was in regard to County Human Resources policies.
1/22/2022		Added subsections 1. And 2. To Article 4 – MEETING PROCEDURES, contained in Appendix 2 – BYLAWS, to require that agendas and minutes display the County emblem to be in conformance with the County's Branding Policy, and that agendas display A.D.A. special request contact information to be in conformance with the American's with Disabilities Act.
1/22/2022		Oath of Office added as Appendix 4 in response to a question requesting the exact language.
1/26/2022	Received feedback that there was insufficient clarity within the Purpose contained in Section 1.	Changed wording in the first WHEREAS paragraph of the Resolution, and in Paragraph 1. of the Policy from: "The County of Mariposa depends on many boards, commissions, and discretionary committees (hereinafter referred to as 'committees')" to: <i>"The County of Mariposa depends on many discretionary and non-discretionary boards, commissions, and committees (hereinafter collectively referred to as 'committees' and individually referred to as 'the committee')"</i>

1/26/2022	Received feedback that the definition of Ad Hoc committees was inaccurate as it defined all ad hocs as automatically dissolving, rather than just those with a sunset date.	Changed Ad Hoc committee definition fr: <i>"A committee or sub-committee that is created for a particular project or task and/or for a specific limited timeframe, and which is automatically dissolved upon completion of the project or task, or when the specified timeframe has elapsed."</i> To: <i>"A sub-committee that is created for a particular project or task and/or for a specific limited timeframe, and which is normally dissolved upon completion of the project or task, or automatically when the specified timeframe has elapsed."</i>
1/28/2022	The Bylaws templates notes staff as secretary in Article 3, Section D, of Appendix 2.	Removed staff from Article 3, Section D, of Appendix 2.
1/28/2022	From COA member, Nepotism Provision needs to define the relationships.	Amended policy to use the Nepotism definition in HR Policies for consistency.
2/2/2022	There's no provision addressing the administering department or its responsibilities.	Added Provision 5.2 F)
2/2/2022	While the Orientation packet notes that an updated roster must be supplied to a new member, it does not require that an updated roster be distributed to the remaining members.	Amended the conclusion of Provision 8 to require that updated rosters are distributed to all members.
2/2/2022	Committee meeting scheduled is not addressed in the Orientation packet	Amended Provision 8.D. from "Copies of the last three (3) committee minutes and recent reports prepared for Board review." To "Copies of the last three (3) committee minutes and recent reports prepared for Board review, as well as a schedule of meetings if one exists."
2/7/2022	Question regarding the Majority definition given that some committees have a range on membership numbers, instead of set number.	Amended the Majority Definition in Provision 4 to account for differences between committees with a set number of authorized members, as opposed to a defined minimum and maximum number of members.
2/7/2022	Question regarding whether Rosenberg's Rules of Order should be included.	Amended Provision 8, to require rules of procedure in the Orientation packet.
2/7/2022	The Sub-Committee definition should note that it can be either a standing committee or an adhoc committee.	Amended the Sub-Committee Definition in Provision 4 to so note.

2/7/2022	Received comment that the term length of 4 years in Provision 6.4 implies only one term.	Amended Provision 6.4 from “No committee member will be appointed/reappointed to a term longer than four years.” TO “No committee member will be appointed/reappointed to a term longer than four years, except as otherwise provided herein.”
2/7/2022	Received comment inquiring whether the minutes being submitted to the COB were draft or adopted. A different provision was needed to address those committees that meet infrequently.	Amended Provision 10.1 B. to provide that draft minutes are submitted by committees that meet infrequently, while adopted minutes are submitted by committees that meet regularly.
2/7/2022	The Bylaws template should include the Planning Commission.	Updated Appendix 2 – Bylaws Template to include Planning Commission.
2/7/2022	Inquiry as to when the annual officer election occurs.	Amended Appendix 2 – Article 3 – Bylaws to provide that officer election is to occur at the first meeting of the calendar year.
2/7/2022	Would like more clarity on the format of the list of voters in the Minutes template.	Amended Appendix 3 – Minutes to describe format of list of voters.



COUNTY of MARIPOSA

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

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

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V



MARIPOSA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

TO:	RENÉ LaROCHE/Clerk of the Board
FROM:	DANIELLE BONDSHU/Deputy Clerk of the Board II
SUBJECT:	Discussion and Direction Regarding Development of a New Policy Specifying Guidelines and Standing Rules for All County Committees, Commissions, and Boards
RESOLUTION:	N/A

The following action was taken by the Mariposa County Board of Supervisors on **August 24, 2021**:

J.14. Clerk of the Board of Supervisors (ID # 12079)

Discussion and Direction Regarding Development of a New Policy Specifying Guidelines and Standing Rules for All County Committees, Commissions, and Boards

René LaRoche/Clerk of the Board gave the staff report. No public comment. Ms. LaRoche noted speaking to Supervisor Forsythe and that he was in support of a policy and that he liked the San Diego policy. Board discussion ensued. Supervisor Smallcombe requested that any communication regarding changes in legislature or any notices to Department Heads be extended to the Chair of the appropriate committee or commission, as well.

Direction:

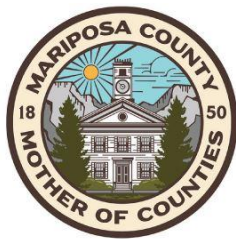
The Clerk of the Board is to draft and return with a policy for Committees and Commissions that includes:

- ***Sunset date of four years with a review to take place at year two.***
- ***Submittal of annual committee reports to the Board of Supervisors.***
- ***Regular submission of the meeting minutes to the Clerk of the Board to provide to the Board of Supervisors.***
- ***A provision that the committee and commission members be provided with the policies of the County and that the Zero Tolerance be enforced. Human Resources is to work with the Clerk of the Board to develop and create the policy of enforcement.***
- ***Policy on nepotism to include no persons of the same household and/or husband/wife, which is to take effect immediately.***
- ***All Committees and Commissions will be required to have bylaws. If they***

Discussion and Direction Regarding Development of a New Policy Specifying Guidelines and Standing Rules for All County Committees, Commissions, and Boards; August 24, 2021

currently do not have bylaws, they will have 90 days from the adoption of the final policy to create and have their bylaws adopted by the Board of Supervisors.

RESULT:DIRECTION GIVEN



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-116

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Signature Authority Policy

RECOMMENDATION AND JUSTIFICATION:

Approve a Signature Authority Policy.

Under State law, “a county may exercise its powers only through the board of supervisors or through agents and officers acting under authority of the board or authority conferred by law.” (Government Code Section 23005.) While Mariposa County does have a purchasing policy that authorizes Department Heads or the County Administrative Officer to sign agreements for certain purchases under defined dollar amounts, that policy holds no provisions for time sensitive or emergency agreements, nor does it apply to other types of documents such as grant applications or intradepartmental memoranda of understanding. The lack of a written policy for those outlier documents has introduced confusion as to who may sign what, and how such agreements must be processed. Consequently, the attached Signature Authority Policy (which is modeled after similar policies from other jurisdictions including Santa Clara County and the City of Buena Ventura) is being proposed as a means to address these gray areas, increase operational efficiency, and ensure consistency among departments and types of actions.

While the proposed policy speaks to emergencies, no-cost MOUs, grant applications, and code compliance agreements (between property owners and the County), it also addresses Software as a Service (SaaS) which is, basically, licensed software. In the past, before the implementation of the SaaS model, software licenses were a one-time purchase which department heads could easily authorize. However, as software has transitioned to “the Cloud,” the licensing has become an annual subscription. Because such subscriptions automatically renew each year, current policies require them to be treated as multi-year purchasing agreements that must come before the board for approval. Approval of this policy would authorize the County Administrative Officer to sign agreements for automatically renewing SaaS products in an amount up to \$10,000 per year which allows them to be treated like invoiced purchases rather than multi-year agreements requiring Board approval.

Finally, it should be noted that this policy has been vetted by the offices of CAO, County Counsel, and Clerk of the Board to ensure compatibility with existing policies and practices. It may be that additional authorities can be added in the future as technologies and laws change.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

While the Board last amended the Mariposa County Purchasing Code (Mariposa County Code Chapter 3.08) on May 23, 2017, it has never before considered a signature authority policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A negative action will mean no change to current authorities or processes.

ATTACHMENTS:

Signature Authority Policy (PDF)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



Mariposa County Signature Authority Policy

1.0 **PURPOSE**

The purpose of this policy is to clarify signature authorities for the County of Mariposa ("the County").

2.0 **POLICY INTENT**

It is the intent of the Board of Supervisors ("the Board") that its Agencies conduct their contracting and soliciting processes pursuant to the contracting authorities established by state law, the Mariposa County Code, Board resolution, or express action of the Board.

This signature authority policy is intended to supplement the existing purchasing policy as found in Chapter 3.08 of the Mariposa County Code, and not to contradict or in any way contravene it. Chapter 3.08 shall control over this policy in any instances where a conflict may arise. Similarly, this policy is intended to control over other policies, job descriptions, etc. where a conflict may arise.

3.0 **POLICY LIMITATIONS**

This policy is not applicable to contracting performed under the provisions of Mariposa County Code Chapter 3.08 which establishes maximum limits by which the purchasing agent (the County Administrative Officer) and the assistant purchasing agents (each department head) may, without an explicit Board action, purchase materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services.

This policy also does not apply to those signatures or approvals required for internal County processes (e.g., time sheets, employee change of status forms, purchase requisitions, etc.).

4.0 **DEFINITIONS**

4.1 **AGENCY/AGENCIES:**

Any of the departments, offices, or other organizational units of the County, and any special districts whose affairs and funds are under the supervision and control of the Board and/or for which the Board is the governing body.

4.2 **AGENCY HEAD:**

Any department head, whether elected or appointed.

4.3 **CONTRACT:**

Any agreement, memorandum of understanding, grant application, or other written instrument which establishes a partnership with the County, creates mutual obligations, binds, or otherwise obligates the County.

4.4 **CONTRACTING AUTHORITY:**

The administrative entity or Agency Head empowered to legally encumber the County through a Contract.



Mariposa County Signature Authority Policy

4.5 SCOPE OF WORK:

The statement set out in the Contract specifying and describing the service(s) to be performed, or product(s) to be provided.

5.0 POLICY

5.1 AUTHORITY OF THE BOARD

The Board is the only body that has authority to enter into Contracts and issue solicitations on behalf of the County. Agencies are not separate legal entities and, therefore, do not have contracting powers unless an Agency Head has been granted contracting/signature authority by ordinance, Board resolution, or other Board action.

The contracting entity remains the County and Contracts should identify the County as the contracting party in those instances where the Board has authorized an Agency Head to execute a Contract.

5.2 BOARD CONTRACTS

Unless specifically delegated by ordinance, Board resolution, or other Board action, Agencies are required to bring all Contracts to the Board for: (1) approval and signature; (2) termination; or (3) amendment to either the term, scope of work/product(s) being procured, or change in the County's financial obligation.

5.2.1 Limited Exceptions

5.2.1.1 Emergencies

If an Agency has an emergency need and does not have sufficient time to obtain Board approval, the County Administrative Officer ("CAO") is hereby delegated and empowered with the authority to execute, terminate, or amend a Contract, subject to County Counsel's approval as to legal form.

For such emergency Contracts, the CAO shall provide an informational item on the next available Board agenda to report the particulars of the emergency Contract, as well as the basis for finding the emergency.

5.2.1.2 No-Cost Contracts

All intra-Agency no-cost Contracts and any amendments thereto may be approved by the CAO, following approval by County Counsel as to legal form. However, if the no-cost Contract or any amendment thereto expressly requires the signature of the Board of Supervisors, the no-cost agreement shall be presented to the Board for review and approval following approval by County Counsel as to legal form.

The CAO shall provide an informational item on the next available Board of Supervisors agenda to report the particulars of any No-Cost Agreement executed under this provision.



Mariposa County Signature Authority Policy

5.2.1.3 Code Compliance Agreements

Agency Heads are authorized to sign agreements with property owners which are needed for code compliance purposes, regardless of the term of the agreement or its provisions, subject to approval by County Counsel as to legal form.

5.2.1.4 Software as a Service or Other Subscriptions or Licenses

Agreements for Software as a Service (SaaS) or other subscriptions or licenses in an amount up to \$10,000 per year, regardless of term length, may be signed by the CAO, following approval by County Counsel as to legal form.

The CAO shall provide an informational item on the next available Board of Supervisors agenda to report the particulars of any such agreement entered into under this authority.

5.2.1.5 Grant Applications

Agency Heads are authorized to submit grant applications provided that:

- The grant would require no more than a \$60,000 match, provided that the match funds are already budgeted and available within the submitting Agency's budget;
- Additional personnel will not be required to implement the grant, if awarded; and
- The grant application does not require a resolution.

Applications requiring matching funds above the \$60,000 threshold or under that threshold but for which there are no budgeted funds, grants that would fund or require additional personnel, or grant applications requiring a resolution shall be submitted to the Board for approval prior to submission. This submission authority lies strictly with the Agency Head and may not be delegated to subordinates.

Regardless of the amount of the grant, the Board remains the only authority that can accept grants or awarded funds. Agency Heads facilitate the acceptance process by preparing and submitting the appropriate agenda item for consideration during a meeting of the Board.

5.2.1.6 Board Unavailability

If an Agency needs to extend the term of a Contract during a time that the Board is not available, the CAO is authorized to extend the term only for the minimum amount of time necessary until further Board approval can be obtained, following approval by County



Mariposa County Signature Authority Policy

Counsel as to legal form.

If the CAO executes a Contract extension under this provision, the Agency shall bring the subject Contract to the next available Board meeting for action.

The Clerk of the Board shall accommodate, on the first available Board agenda, the addition of any Board items required under Section 5.2.1 of this policy if received timely enough to allow for compliance with mandated noticing requirements.

5.3 DELEGATED AUTHORITY TO AGENCY HEADS

An Agency Head may seek signature authority from the Board as part of a requested Board action. However, the Agency Head must first demonstrate why such a delegation is necessary and in the best interest of the County.

Only the Board may delegate signature authority. Contracting authority delegated by the Board to an Agency Head rests with the Agency Head and may not be transferred to other staff or otherwise re-delegated. Anyone signing Contracts without such authority may incur personal liability, and/or may be subject to discipline.

Additionally, Agencies should be aware that delegations of authority expire upon Contract execution, and further Board action is required to renew, extend, amend, or modify Contracts beyond the original delegation.

6.0 APPLICABLE LEGAL AUTHORITIES

Applicable legal authorities for this policy include, but are not limited to, the following:

California Government Code Sections 23004, 23005, 31000;

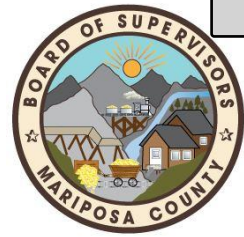
California Uniform Public Construction Cost Accounting Act; and

California Public Contract Code Sections 20101, 20122, 22032.



MARIPOSA COUNTY

Administration • 966-3222



G.5

RESOLUTION - ACTION REQUESTED 2022-117

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Request for Qualifications for the Mother Lode Accessory Dwelling Unit Workbook

RECOMMENDATION AND JUSTIFICATION:

Approve a Request for Qualifications for the Mother Lode Accessory Dwelling Unit(ADU) workbook. The Mother lode ADU work book will be a guiding document for individuals that wish to develop an ADU in the western sierra nevada foothill region. The work book will be drafted by a qualified consultant working with the communities and staff of Nevada, Amador, Calaveras and Mariposa Counties.

The project is funded by a Regional Early Action Planning(REAP) Grant, through the California Department of Housing and Community Development and each County is contributing portions of their grant funds to the project.

The workbook will be accessible to the public and staff alike and an opportunity to educate and empower property owners in the region to legally develop a secondary housing unit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2021-37 Adopt a resolution to apply and execute a Regional Early Action Planning grant for the development of the Mother Lode ADU work book.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Approve with revisions. Staff would need additional direction.

ATTACHMENTS:

MLADU_RFQ_Final (2) (2) (PDF)

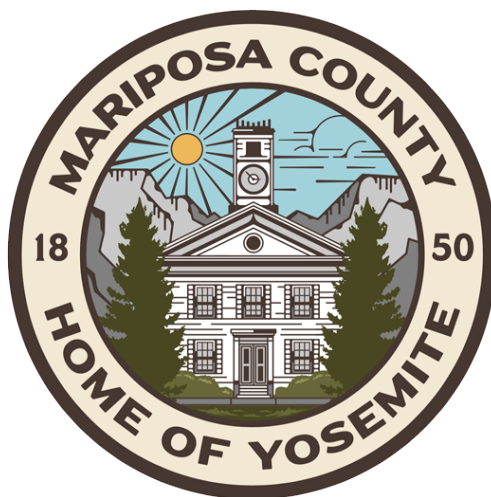
RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Mariposa County
REQUEST FOR QUALIFICATIONS
Mother Lode Region ADU Workbook



Professional Services for: Mother Lode Region ADU Workbook (MLR-ADU)

February 18, 2022

Deadline for Submission: March 18, 2022

Prepared for:

Mariposa County Administration
 PO Box 784
 5100 Bullion Street
 Mariposa, CA 95338
 209-966-3222

Mariposa County Board of Supervisors

Rosemarie Smallcombe, Chair, Supervisor, District 1
 Tom Sweeny, Supervisor, District 2
 Marshall Long: Supervisor, District 3
 Wayne Forthsythe, Supervisor, District 4
 Miles Menetrey, Supervisor, District 5

Administration Department Staff

Dallin Kimble, MPA, CAO
 Ben Goger, Housing Development Specialist

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Mother Lode Region- ADU Workbook

I. Project Overview

DESCRIPTION

The Mother Lode Region Accessory Dwelling Unit (MLRADU) Workbook collaborative wishes to promote the development of Accessory Dwelling Units (ADU) in the Sierra Nevada Foothill region. Due to shared demographics and geographies, Nevada, Amador, Calaveras, and Mariposa Counties have agreed to collaborate on an ADU workbook that will serve the region. The unincorporated areas of these counties have a need for affordable housing and the Counties have learned that many homeowners would like to develop an ADU but do not have the finances or development experience to do so. An ADU workbook will be a guiding document for those who wish to develop an ADU. This will give interested landowners the analytical knowledge they need to decide if developing an ADU is right for them, while alleviating “counter time” for Development Services staff. The workbook is focused on ADUs but will also contain relevant regulatory and development information for landowners grappling with the challenges of building a legal dwelling in the region.

The MLRADU workbook will combine stakeholder engagement and a range of research and analytical techniques to identify pragmatic strategies for developing ADUs in the region. The MLRADU will both facilitate the development of ADUs and promote rural affordable housing development to better serve residents in the region’s disadvantaged communities. The Counties intend to gather public input through interactive stakeholder and community workshops that will drive the planning process. This project will result in more livable, equitable, and affordable housing options in our communities. The project is funded by the [California Department of Housing and Community Development Regional Early Action Planning Grant \(REAP\)](#).

The participating counties are looking for an interdisciplinary consultant team that can collaborate with the project partners to successfully deliver the MLRADU workbook. Our partnership seeks consultant teams who are eager to collaborate with our community to complete primary project objectives and deliverables.

II. Project Objectives and Deliverables

1. Workbook: A guide for permitting ADUs that includes timelines, requirements for submissions and permit fees. The workbook will summarize current California ADU law and housing demographics in the Mother Lode region. It will outline the requirements for constructing an ADU, highlight when reduced standards apply, and clarify which ADUs are exempt from mitigation fees/permit fees and the like. This will vary by county so county-specific requirements will be outlined, and agency contact information provided either in appendices or county specific chapters.

2. ADU Development Checklist: The workbook will include checklists for the planning and construction or installation of an ADU. This scope assumes that the consultant will use example plans from the state toolkit and conduct thorough research on models and strategies appropriate for the region to create easy to understand illustrations that will lead an applicant from predevelopment to certificate of occupation for an ADU.

3. Contractor List: As part of the workbook preparation, and because of outreach, a contact list of licensed contractors (including engineers, surveyors, general contractors, etc.) willing to work within each county will be included. This list will not be a mandated list of contractors but an open resource for homeowners. The workbook will include examples of contractor bids, if available and public, for construction of ADU's and could contain site development costs. Ideally, estimates will be considered for new construction, prefabricated units, and conversion of an existing accessory structure. Factors that would significantly influence cost/timing will be identified for consideration by the homeowner. Where possible, this information will be taken from previous building permit(s), and interviews with homeowners, industry professionals, and contractors.

4. Prefabricated Units: Examples of prefabricated units will be provided for consideration and inclusion in the regional workbook. The concept is that at least four vendors per county will be identified, though more may be added if available. The counties are interested in prefabricated units, focusing on environmental responsibility and innovation in design while complying with health and safety codes for easy permitting. Summary costs of prefabricated units will be provided based on vendor information. As part of the workbook and vendor identification, the team will work with each county to ensure that the examples include appropriate design such as snow loads, wildfire hazard design, and consideration of historic districts. If possible, the prefabricated ADU's will be provided for pre-permitting review by the planning, building and health departments of each county or have a HUD, HCD plate and be permittable as manufactured housing. This section will include definitions and explanations of Manufactured Housing, Factory-built housing, ADU, Mobile Homes, Tiny Homes, RVs, etc., with the intention of informing the public on permittable structures. Preapproved playsets could also be added to this objective.

5. Incentives and Finance: A list of incentives/strategies promoting the development of ADUs will be included. The workbook will include conventional financing strategies and return on investment information, as well as landlord incentive promotional materials per county to link potential landlords to tenant support programs for seniors, veterans, CalWorks families, etc., encouraging development of ADUs for vulnerable community members.

6. Promotional Materials: In addition to the workbook, online resources, checklists, FAQs, etc., and/or promotional materials for an ADU project, links to other agencies, examples of completed units, press releases, and media materials will be prepared. Both on-line and printed versions of the workbook will be provided.

Example FAQ's:

****additional questions may arise though the preliminary community outreach portion of the project.**

What is an ADU, what is NOT an ADU?

How may I use an ADU (STR, vacation rental, etc)

How would this work with my zoning?

How would I lay out an ADU on my lot?

Do I have adequate infrastructure to support an ADU? If not, how do I improve my property to support an ADU, and who might I contact to do this?

Are there pre-approved plans that I could use? Are there modulars ADU's I can install, and who might I contact to do this?

What are the financial benefits of developing an ADU?

Are there financial incentives?

Are there agencies I can partner with to build my ADU?

III. Background

Mariposa County

Mariposa County is rural and occupies 1,463 square miles of the Sierra Nevada foothills with a population of 17,800 residents. It sits at the western gateway to Yosemite National Park, which is a major economic driver for the region. In general, housing throughout Mariposa County is also deficient in both quantity and quality and is dispersed throughout the county in rural areas unconnected to transportation. The County's most recent housing element shows that Mariposa, like many counties, is not producing sufficient housing to meet its needs or state mandates. In addition to existing housing needs, the low-density land use patterns of and high cost of existing county housing present challenges for workforce housing in the County.

Calaveras

At the center of Gold Country, Calaveras covers 1,020 square miles and has 45,292 residents. The beautiful landscape, Big Trees Park, and the famous event, Jumping Frog Jubilee, draws people to Calaveras. County residents are scattered among the foothills, making them fairly car-dependent. The average commute to work in Calaveras is 34.5 minutes, with 8.38% of people commuting more than 90 minutes. In general, many households in the county experience excessive cost burdens, showing a great need for affordable housing. In addition, many houses in Calaveras are aging and will need repairs. According to the Calaveras housing element, 39% of the housing stock remains vacant, most of which are for occasional use. Another deduction from housing stock is damage from fires, with some houses yet to be rebuilt years later. Calaveras County's Housing Element has identified a Regional Housing Need Allocation (RHNA) of 1,096 for its unincorporated areas. To meet this housing need, the county would need to develop 137 units per year. Our ADU project is aimed at helping to meet these needs. With an overwhelming majority of housing being single-family homes, Calaveras has great potential for ADU development.

Amador County

Amador County occupies 595 sq. miles and is located southeast of Sacramento and Northeast of Stockton in the Sierra Nevada Foothills. In addition to the five incorporated cities within the County (Amador City, Ione, Jackson, Plymouth, and Sutter Creek), there are several unincorporated communities including Pine Grove, Fiddletown, River Pines, Camanche Village, Camanche North

Shore, Buckhorn, Pioneer, Red Corral, Volcano, Drytown, Martell, and Buena Vista. The majority of the County is rural with agricultural lands and oak woodlands in the west, transitioning to montane forests in the eastern half of the County. Housing is relatively disperse, with low density residential subdivisions scattered along the main arterials CA State 124, 49, and 88 and within the County's various communities. Though residential growth in Amador is relatively slow, increased housing needs coupled with legislative changes necessitate reevaluation of housing stock and expanded needs of the community for affordable, accessible housing.

Nevada County

Nevada County's total land area is 958 square miles. Of that total land area, 70% is privately owned while 30% is public lands. The incorporated areas of Grass Valley, Nevada City and Truckee are home to 33% of the county's population. The remaining 67% of residents live in outlying unincorporated areas. The populace has grown from 98,764 in 2010 to 102,241 in 2020 according the 2020 Census. Population estimates for future growth show a slow but gradual population increase of the next 20 years. Higher density housing growth in Nevada County has been slow and is highly constrained by limited availability of existing infrastructure primarily public water and sewer.

IV. Related Projects and Information

Housing (Mariposa)

Mariposa County completed a [Housing Program Implementation Strategy](#) (2018) which expresses a range of priority actions needed to address systemic issues associated with housing in Mariposa County. Additional essential information related to the County's housing goals and vision are included in the [draft Housing Element](#) of the Mariposa County General Plan (2019) and the [Mariposa County Needs Assessment \(2019\)](#).

Housing (Calaveras County)

Most recently the county has completed a [Calaveras Housing Report](#) (2021) to assess the gaps in service and to recommend policy changes to address these issues. The County also completed a [General Plan](#) update (2019), which included an update of the [Housing Element](#) (2019). An outreach portion seeking housing issues from the community began in February 2019 is available in the [Housing Element Appendices](#).

Amador County is currently updating its Housing Element of the General Plan, as the Current Housing Element will expire in 2022. This Housing Element Update is in conjunction with the 6th Cycle Regional Housing Needs Assessment (RHNA) and will seek to accelerate housing production. The updated Housing Element will evaluate and analyze existing housing and potential housing sites within Amador county, and address RHNA goals and meet state requirements for the upcoming State housing cycle (2021-2029).

Housing (Nevada County)

Housing Element: Nevada County last updated its Housing Element of the General Plan in 2019, certified by HCD on July 22, 2019. The County is currently on an 8-year Housing Element update cycle and the next update to the County's Housing Element will occur in 2027-2028.

Stock Housing Plan: On October 12, 2021, the Nevada County Supervisors unanimously approved a new Affordable Housing Master Plan Project. This project will help create affordable housing critical to the region by providing housing master plans that can be used for either accessory dwelling units (ADU's) or primary dwelling units. These preapproved plans will be available for anyone to review, select, and place on their property. This is a one of a kind regional effort because this is with Nevada County, Grass Valley, Nevada City, Town of Truckee, Placer County, and Sierra County all working together contributing to this project to where these can be used throughout the region, not just a single county or city.

The yet-to-be-completed designs will focus on allowing maximum flexibility, efficiency, adaptability, and cost savings. They can be used for both primary dwellings and accessory dwelling units. The proposed housing plan designs include the following:

- 400-600sqft: 2-story single-family dwelling/ADU with 1-bedroom, 1-bathroom over 2-car garage w/ exterior access to the dwelling.
- 600-800sqft: Single-story 2-bedroom, 1-bathroom single-family dwelling/ADU with 1- car garage.
- 1,000-1,200sqft: Single story 3-bedroom, 2-bathroom single-family dwelling/ADU with 2-car garage.

The plan sets will be designed so that either an experienced contractor or a first-time owner-builder can create the new dwellings. Additionally, the plans will work for multiple snow loads, elevations, raised floor or slab construction, multiple energy calculations for building orientation, adaptability, and multiple infrastructure connections. Once these plans are made, they will further streamline the permitting process as they are preapproved and will require less plan review. Plans will be created by Jackson & Sands, the County contractor and are slated for release in Summer 2022.

V. Anticipated Workflow and Deliverables

The project is anticipated to follow the following workflow, with milestones indicated below. Dates are flexible and will likely change based on selected consultant's recommendations, but the project must be completed by 9/1/2023.

Phase 1: Initiate (Spring-Summer 2022)

- Assemble Project Team of key staff from each participating County and regional stakeholders. Project team should be 5-10 members.
- Develop stakeholder engagement protocols to guide community dialogue approach.
 - The participating counties are committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in traditional planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team, who will coordinate with county representatives and County Housing Programs Advisory Committees to identify approaches and techniques that will be appropriate and effective in our unique community contexts. However, anticipated baseline strategies will include multilingual

outreach materials, opportunities for online engagement, and decentralized “meeting in a box” materials.

Phase 2: Explore (Summer-Fall2022)

- Collect Community Perspectives
 - Dialogues with subject matter experts in rural development, local builders, home owners, community developers, etc.
 - Develop contractor contact list
- Research potential vendors
- Research financing and incentive strategies
- Research Counties Development Codes

Phase 3: Expand (2022)

- Draft Workbook
 - Synthesize community perspectives, ADU strategies and state and local development code into the working workbook document. Present ADU development strategy recommendations and research findings to the project team. Analysis strategies and key investments that benefit the region.
 - Consider community context related to architectural and aesthetic considerations as well as other community design topics.
 - Building performance criteria, including green building considerations, wildfire risk reduction capacity, and other opportunities to innovate with new building technologies and design principles.
- Draft Development Checklist

Phase 4: Express (Winter 2022-2023)

- Synthesize MLRADU workbook. Having shared, collected and summarized community and project team input on ADU development in the prior phases, the consultant team will further develop the workbook into a publicly accessible medium. This deliverable will incorporate the takeaways from the prior phase and mold them into a forward-facing format. As in the prior phase, the ideas generated through this task are draft materials, intended to stimulate and organize additional stakeholder reaction and feedback. In particular, the consultant team will advance and subsequently solicit community feedback on the project findings and strategies while refining the workbook style and content for maximum impact on the region's communities.

Phase 5: Execute (Spring-Summer 2023)

- Produce and adopt final workbook, development checklist and promotional materials listed in section II.
- Ultimately, the final deliverable should be tailored to the regions and be able to quickly and effectively be implemented within the region.

VI. Required Submittals

The participating counties are currently seeking statements of qualifications from interested consultant teams. Responses should be limited to specific discussion of the elements outlined in this RFQ. The intent of this RFQ is to encourage responses from teams that have successfully produced similar or

compellingly related planning projects in the past and who have a track record of having those plans implemented as tangible, built community improvements. The organization of the proposal should include the following:

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

Please share your understanding of the role and relationships of the client team, and express your awareness of the project's issues, opportunities, and potential impacts.

4. Qualifications

Please provide 4-6 related (and completed) projects which your team believes qualifies you to develop the Mother Lode ADU workbook. For each project, please describe:

- The project's initial goals and parameters
- The course of action undertaken to deliver the project, including any stakeholder engagement work
- The project's current state of implementation
- Any innovative project components related to the planning process or project deliverable
- Your ideas on how the proposed project aligns with, and qualifies your team for, the MLRADU workbook.
- Images to further convey the project, such as process photos, images of the plan deliverable, images of implemented projects, or other images at your discretion.
- Project references and contact information
- Any additional relevant information about the project that you would like to share with the review committee.

5. Project Staff:

Please describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

Note that submissions need not include time and services proposals, project management proposals or proposed work plans for conducting the MLRADU. This information will be requested from selected consultants later in the evaluation process.

All proposals must be **received** no later than March 18th 2022 at the Mariposa County Administration Department. Please provide one (1) digital copy by email to Ben Goger at bgoger@mariposacounty.org in advance of the above deadline. Additionally, please send one (1) bound physical copy to:

**Ben Goger, Housing Development Specialist
PO Box 784
Mariposa, CA 95338–2039**

Please submit physical proposals in a sealed envelope that is marked “Mother Lode ADU.” All submissions received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. Modifications must be received in writing, and in the same type of media and number of copies as the original proposal, prior to the date and time specified for receipt of proposals. Unfortunately, late submissions will not be accepted. All submissions, whether selected or rejected, shall become the property of the Participating Counties. By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

VII. Review Process

All submittals will be initially screened by an interdepartmental staff panel, after which a limited number of proposals will be reviewed by a technical advisory team consisting of representatives of:

- Mariposa County Administration and or Planning Department, Health and Human Services Agency.
- Calaveras County Housing and Planning Department
- Amador County Planning Department
- Nevada County Planning Department

The advisory team members will evaluate the selected submissions, and score them based on the following criteria:

- Comprehensive review and understanding of the scope of work. 1-5 points.
- Well organized detailed response. 1-5
- Familiarity with the project area and the type of issues and problems associated with the project; 1-5 points
- Ability to meet the project’s goals and objectives; 1-10 points
- Relevance, quality, and impact of qualifying projects 1-10 points
- Specific experience and technical competence of the personnel to be assigned to this contract; 1-5 points
- Creative and innovative thinking. 1-5 point
- Preference will be given to interdisciplinary teams with a demonstrated history of effective collaboration. 1-5 points

After qualifications have been evaluated, the highest scoring teams (top score would be 50) will be asked to develop a more detailed technical proposal for the project, which will be presented to the technical advisory team via videoconference at a later date. Based on these presentations, a consultant team will be selected and the panel will make recommendations to participating counties’ Board of Supervisors on the basis of the proposal, interviews, and references. Following Board of Supervisor approval, negotiations shall be conducted with the most qualified proposer. Mariposa County, on behalf of the participating counties, will negotiate with the next most qualified proposer until a contract can be awarded. Anticipated project schedule is below.

Pre-proposal Conference will be on Microsoft Teams and can be accessed by the link here.

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 929-352-1921,,36082687#](#) United States, New York City

Phone Conference ID: 360 826 87#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

February 23, from 11am-12pm PST Preproposal Conference

March 11 Close of question deadline

March 18, at 2:00 PM: Closing Date and Time for Receipt of Proposals

Within 14 days Notify finalists of selection for next phase and video conferences conducted if needed

Within 14 days: Final proposals due

14-30 days: Contract award

Sept 1, 2023: Latest possible date of project completion

III. Project Contact

Please direct any questions to Ben Goger, Housing Development Specialist, Mariposa County Administration

Ben Goger, Housing Development Specialist

5100 Bullion Street;

PO Box 784

Mariposa, CA 95338–2039

209 . 966 . 3222 • FAX 209 .742. 5024

bgoger@mariposacounty.org

IV. General Conditions

A. Limitations

This Request for Qualifications (RFQ) does not commit Mariposa County or any participating agency to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. Mariposa County may:

- Reject any and all proposals or waive any irregularity or information in any proposal or in the RFP procedure;
- Determine the suitability of the materials and/or services to be rendered;
- Withdraw this RFQ at any time without prior notice; and
- Modify the RFQ schedule described above.

B. Award

Mariposa County will ask RFQ finalists to make oral presentations. Finalists may be required to participate in negotiations and submit technical, or other revisions of their proposals resulting from negotiations. Mariposa County also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Selection will be based solely upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

C. RFQ Addendum

Any changes to the RFQ requirements will be made by written addenda by Mariposa County and will be considered part of the RFQ. Upon issuance, such addenda will be incorporated in the RFQ documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Mariposa County shall affect or modify any terms or obligations of the RFQ, or any contract resulting from this RFQ.

E. Pre-contractual Expense

Mariposa County shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

G. Term

The term of the contract will be from the date of execution of the contract to project completion. **The project shall be completed prior to September 1, 2023.**

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by Mariposa County to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of Professional Errors and Omissions Insurance and general commercial liability insurance in amounts not less than \$1,000,000 per occurrence. Insurance shall name Mariposa County as an additional insured.

J. Contract Arrangements

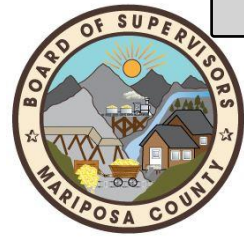
The proposer is expected to execute a contract similar to Mariposa County's Professional Services Agreement, which meets the requirements of MAP-21.

- 1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. Mariposa County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin;
- 2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
 - the names and addresses of DBE firms that will participate;
 - the description of the work each named firm will perform; and
 - the dollar amount of participation by each DBE firm
- 3) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Each proposal, to be considered responsive, must include a copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees);
- 4) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21; and
- 5) Conflict of Interest: Firms submitting proposals in response to this RFQ must disclose to Mariposa County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFQ. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.



MARIPOSA COUNTY

Administration • 966-3222



G.6

RESOLUTION - ACTION REQUESTED 2022-118

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Mother Lode Accessory Dwelling Unit Participation Agreement, and Authorize the Board Chair

RECOMMENDATION AND JUSTIFICATION:

Approve the Mother Lode Accessory Dwelling Unit participation agreement, and authorize the Board Chair to sign the agreement.

In order to formalize the participation in the Mother Lode Accessory Dwelling Unit Workbook, the Counties of Nevada, Amador, Calaveras, and Mariposa are agreeing to contribute a portion of their Regional Early Action Planning(REAP) grant funds to the procurement of a qualified consultant to develop the workbook.

The agreements will be signed in counter part by the authorized representative as indicated by each of the county's REAP application.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2021-37 Adopt a resolution to apply and execute a Regional Early Action Planning grant for the development of the Mother Lode ADU workbook.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Approve with amendments. Staff would need additional direction.

ATTACHMENTS:

Participation Agreement Letter (1) (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Mariposa County

Ben Goger

Housing Development Specialist



Post Office Box 784

Mariposa, CA 95338

(209) 742-1259

bgoger@mariposacounty.org

www.mariposacounty.org

_____, 2022

Dear _____,

This letter is to formalize the cooperation and funding agreement related to the collaborative Regional Early Action Planning (REAP) grant funded Mother Lode Region Accessory Dwelling Unit (ADU) Workbook project being proposed for the Counties of Nevada, Amador, Calaveras and Mariposa("Counties").

This project is based on several technical assistance planning sessions where the California Department of Housing and Community Development engaged county staff in scoping ADU priorities in the Counties. A draft scope of work was produced and included in the Counties REAP application and is attached hereto. The Counties understand that a regional ADU workbook will be applicable across the region in many ways but will also have to be unique to each County's development code and particular community characteristics.

We propose that where applicable the workbook, based on the scope below is shared across the region.

Mariposa County will draft and post a Request for Qualifications and then accept proposals based on the attached scope. All Counties will take part in the review and selection process of a qualified professional consultant, once the consultant is selected, Mariposa County will award and administer an agreement with the selected consultant. The Counties agree to financial contributions not to exceed the dollar amounts listed in the table below and will issue payments to Mariposa County within thirty (30) days of receiving an approved invoice from Mariposa County. The Counties also agree to contribute effort to the project steering committee.

REAP award contributions amounts

Amador	\$37,750
Calaveras	\$200,970
Mariposa	\$60,758
Nevada	\$45,000

Please let me know if you have any questions and thank you for your participation.

Sincerely,

Ben Goger
Housing Development Specialist

Motherlode Region ADU Workbook

Project Summary

The Mother Lode Region (MLR) would like to encourage the development of Accessory Dwelling Units (ADUs), also known as second units to increase housing production. The MLR collaborative includes the following counties: Nevada, Amador, Calaveras and Mariposa. The MLR would like to utilize a portion of each counties grant allocation from the Regional Early Action Planning (REAP) grant program for an ADU workbook. The respective contributions for the three Counties will be Amador 37,750, Calaveras 200,970, Nevada 45,000 and Mariposa 60,758. The ADU workbook will be a tool for homeowners to encourage the development of ADUs. This workbook will streamline the process of development planning and provide guidance on how to approach on site well/septic service(s) for the ADU.

Goals and Deliverables The goal of this work effort is to provide more information and hands-on resources that will motivate and encourage homeowners to develop ADUs. MLR will work together with a consultant to draft and implement this workbook. This workbook will include the following deliverables.

- A guide for permitting ADUs that includes timelines, requirements for submissions and permit fees. It will outline the requirements for constructing an ADU, highlight when reduced standards apply and clarify which ADUs are exempt from mitigation fees/permit fees, and the like. This will vary by County, so the workbook will need to be adjusted to reflect the needs of each agency.
- The workbook will include a checklist for planning of the ADU and could include examples of models that are pre-permitted. This scope assumes that the consultant will use example plans from the state toolkit and conduct thorough research on models and strategies appropriate for the region
- As part of the workbook preparation, and as a result of outreach, a contact list of licensed contractors (including engineers, surveyors, etc.) willing to work within each county will be included. This list will not be a mandated list of contractors but a resource for homeowners.
- Examples of prefabricated units will be provided to each County for consideration and inclusion in the workbook. The concept is that at least four vendors per County will be identified, though more may be added if available.
- Summary costs of prefabricated units will be provided based on vendor information.
- As part of the workbook and vendor identification, the team will work with each County to ensure that the examples include appropriate design such as snow loads, wildfire hazard design, and consideration of historic districts.
- If possible, the prefabricated ADU will be provided for pre-permitting review by the building and health department of each county.
- The workbook will include examples of contractor bids if available and public, for construction of each ADU (not including site development costs). Ideally, estimates will be considered for both new prefabricated units and conversion of an existing accessory structure. Factors that would significantly influence cost/timing will be identified for consideration by the homeowner. Where possible this information will be taken from previous building permit(s), and interviews with the homeowner.
- Where possible, a list of incentives/strategies used by other jurisdictions for promoting the development of ADUs will be included.
- Both on-line and printed versions of the workbook will be provided.
- In addition to the workbook, online resources, checklists, FAQs, etc. and/or promotional materials for an ADU project will be prepared with links to other agencies, examples of completed units, press releases, and media materials.

- The workbook will include landlord Incentive promotional materials per county to link potential landlords to tenant support programs for seniors, veterans, CalWorks families, etc. encouraging development of ADUs alongside existing residences.
- Process for permitting. Every county has a different set of requirements from public health for onsite utilities (water/wastewater). As part of the county-specific workbook, these requirements will be outlined and both design and agency contact information provided.

Scope Items

- Community Engagement
- Draft Workbook: Consultant will draft a digital and hard copy homeowner manual to guide homeowners from initial interest to construction. While the base information will be applicable to all member agencies, as appropriate, each workbook will be tailored to the individual member.
- Summarize county's ordinances and state laws: Summarize the key ADU standards in all counties. This matrix can help homeowners and designers know the rules and fees.
- Final Workbook: After receiving consolidated feedback from the MLR, the consultant will finalize the workbook.

Outreach The consultant will create an outreach plan for the counties. The consultant will host, a region-wide outreach event or events that will launch the ADU workbook and provide opportunities for contractors, non-profit organizations, leaders, designers, etc. to discuss their services with the public.

PARTICIPATION AGREEMENT FOR MOTHERLODE REGION ACCESSORY DWELLING UNIT (ADU) WORKBOOK

By the signature of the authorized representative below the County of _____ is agreeing to the following.

Participation in the review and selection of a qualified consultant to execute the project scope noted above.

Financial contribution of REAP funds as indicated in the above table of REAP contribution amounts.

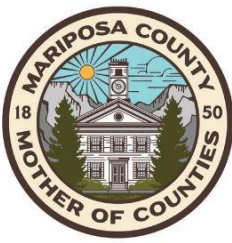
Attention:

Agreed:

Authorized Representative

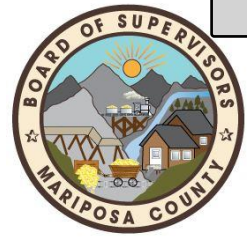
Date

Printed Name and Title



MARIPOSA COUNTY

Administration • 966-3222



G.7

RESOLUTION - ACTION REQUESTED 2022-119

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Employee Survey

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Policy Confluence, Inc. (Polco) for an Independent Employee Survey with an Amount Not to Exceed \$10,500 for One-Year then auto-renew afterwards; and Authorize the Board of Supervisors Chair to Approve the Agreement.

This agreement will allow for an independent third party (Polco) to conduct a rigorous and scientifically valid survey of County employees touching ten dimensions of the employee experience. Survey results, provided only in aggregate to protect individual privacy, are designed to evaluate staff morale and engagement, strengthen the connection of the local government workforce to local residents, and inform strategies to continue to improve the workplace.

The agreement includes reports that will allow staff to focus on segments of our workforce by department, tenure, exemption status, and so on. It includes benchmark comparisons from other local governments across the country that will help provide a broader context for the survey results. It also includes digital survey tools to allow for follow-up inquiries or other check-ins with staff and/or the public.

While regular surveys of staff are a best management practice, and departments have periodically surveyed their own employees, staff is unaware of a time when Mariposa County has surveyed all of its staff. Following a recent department head departure, staff in one department asked for a larger survey to help them express how they are doing to human resources, administration and the board of supervisors. With gratitude to those staff for making that request, this item implements a best practice in direct response to that request.

Staff notes that funding for this item was originally intended for an updated community survey. The County's first community survey was conducted in 2018 and the Mariposa County Strategic Plan recommends renewal of that survey every three years. With each new pandemic surge limiting services and threatening to skew those results, staff has pursued this opportunity to engage our employees. While employees

are impacted by the pandemic, this survey focuses on employee morale and experience rather than quality of services.

Staff has notified our bargaining units of this action with no objections.

The Mariposa County Strategic Plan identifies collaboration, integrity, sustainability, transparency and excellence as the values staff should use to make recommendations to the Board. Finding this agreement aligned with each of these values, staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On September 11, 2018, the Board received a presentation of the results of the County's first community-wide survey. In the Mariposa County Strategic Plan, which was approved subsequent to this survey, staff was directed to conduct a similar survey every three years.

A survey of all employees has not been conducted in the past, though individual departments have surveyed their own employees from time to time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. A survey of employees will not be conducted.

FINANCIAL IMPACT:

All necessary funds are included in the Administration budget

ATTACHMENTS:

Polco Enterprise Contract Mariposa County CA 2022 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



Policy Confluence, Inc.

(dba Polco & National Research Center, Inc.)

ENTERPRISE SERVICES AGREEMENT

THIS ENTERPRISE SERVICES AGREEMENT (this "**Agreement**") is effective as of _____, 20__ between Policy Confluence, Inc., a Delaware corporation ("**Polco**" or "**Company**"), and _____, a [legal entity/description of municipality] ("**Customer**"). This Agreement includes and incorporates the Company's Website Terms of Use (the "**Terms of Use**" found at <https://info.polco.us/terms-of-use>) and the Company's privacy policy (the "**Privacy Policy**" found at <https://info.polco.us/privacy> and), which contain, among other things, warranty disclaimers, liability limitations, and use limitations.

WHEREAS, Customer desires to engage Polco to conduct The National Employee Survey

WHEREAS, Customer wishes to procure from Polco the services described herein, and Polco wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Authorized User**" means each of the individuals authorized to use the Services (defined below in Section 2.1) or Polco Materials pursuant to the terms and conditions of this Agreement, or any additional individuals or Persons authorized to use the Services or Polco Materials as approved solely by Polco, as set forth in **Schedule A**.

"**Customer Data**" means, information, data and other content, other than Resultant Data in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Polco Materials**" means any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Polco in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, Polco Materials include Resultant Data and any information, data or other content derived from Polco's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Process**" means to take any action or perform any operation or set of operations that the Services



are capable of taking or performing on any data, information or other content.

"Representatives" means, with respect to a party, that party's and its affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors.

"Resultant Data" means information, data and other content that is derived by or through the Services from Processing Customer Data, including, without limitation, statistics and Services analytics, and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

2. Services.

2.1. Services. The Company offers a variety of and products and services accessible through the Company's website <https://polco.us> (the **"Website"**) free of charge including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other such functionality as may be provided from time to time (collectively, the **"Free Content and Services"**). During the Term (defined below in **Section 7.1**) and subject to the and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Polco shall use commercially reasonable efforts to provide to Customer and its Authorized Users (a) the Free Content and Services, and (b) any custom survey services as described in the attached **Schedule A** and this Agreement (the **"Custom Services,"** together with Free Content and Services, the **"Services"**). Polco will use commercially reasonable efforts to make the Services available to the Customer twenty-four (24) hours per day, seven (7) days per week every day of the year, except for: (i) Service downtime or degradation due to a Force Majeure Event (defined below in **Section 12**); (ii) any other circumstances beyond Polco's reasonable control, including Customer's or any Authorized User's use of third party materials or use of the Services other than in compliance with the express terms of this Agreement or the Terms of Use; and (iii) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement or the Terms of Use.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Company has and will retain sole control over the the Services; and (b) Customer has the responsibility for making all arrangements necessary for Customer to have access to the Website and ensuring that all persons who access the Website through Customer's internet connection are aware of this Agreement, the Terms of Use, and the Privacy Policy, and comply therewith.

2.3. Changes. Polco reserves the right, in its sole discretion, to make any changes to the Services or Polco Materials that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Polco's services to its customers, or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services or Polco Materials. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.4. Suspension or Termination of Services. Polco may suspend, terminate or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Services or Polco Materials if: (a) Polco believes, in its sole discretion, that Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services or Polco Materials beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (b) this Agreement expires or is terminated. This **Section 2.4** does not limit any of Polco's other rights or remedies, whether at law, in equity or under this Agreement.

2.5. Applicability of Additional Agreements. As a user of Company's Website, Customer is subject to the Terms of Use and the Privacy Policy as are in effect from time to time. In the event of any conflict



between this Agreement, the Terms of Use and Privacy Policy, this Agreement shall first govern, followed by the Terms of Use and the Privacy Policy.

3. Authorization and Customer Restrictions.

3.1. Authorization. Subject to and conditioned on Customer's payment of the fees and compliance with all other terms and conditions of this Agreement, Polco hereby authorizes Customer to access and use, solely during the Term, the Services and Polco Materials as Polco may supply or make available to Customer. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 13.6**, non-transferable. Notwithstanding the foregoing, Polco hereby grants to Customer a perpetual, royalty-free, non-transferable license to use any tangible Polco Materials provided to Customer by or through the Services during the Term, which license shall survive the termination of this Agreement.

3.2. Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Polco Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or Polco Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Polco Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own then valid access credentials;
- (e) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or Polco's provision of services to any third party, in whole or in part;
- (f) access or use the Services or Polco Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Polco customer), or that violates any applicable law;
- (g) access or use the Services or Polco Materials for purposes of competitive analysis of the Services, the development, provision or use of a competing software service or product or any other purpose that is to Polco's detriment or commercial disadvantage; or
- (h) otherwise access or use the Services or Polco Materials beyond the scope of the authorization granted under **Section 3.1**.

3.3. Customer Responsibilities. Except as otherwise determined by Polco, Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). In the event Polco obtains or provides any such Equipment, Polco shall only be responsible for maintaining such Equipment. Customer shall also be responsible for maintaining the security of the Equipment, Customer account,



passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. Fees; Payment Terms.

4.1. Fees. Customer shall pay Polco the fees ("**Fees**") for the Services on or prior to the date due set forth on **Schedule A**, which shall be payable to Polco in US dollars in the amounts and pursuant to the payment schedules set forth on **Schedule A**. To the extent Fees are not set forth on **Schedule A**, Polco may, in its sole discretion, modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable **Schedule A** will be deemed amended accordingly. All amounts payable to Polco under this Agreement shall be paid by Customer to Polco in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

4.2. Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. When legally permitted, Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Polco's income.

5. Intellectual Property Rights.

5.1. Ownership of Services and Polco Materials. All right, title and interest in and to the Services, Polco Materials and the Resultant Data, including all Intellectual Property Rights therein, are and will remain with Polco. Customer has no right, license or authorization with respect to any of the Services or Polco Materials except as expressly set forth in **Section 3.1**. All other rights in and to the Services and Polco Materials are expressly reserved by Polco and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Polco an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

6. Confidentiality.

6.1. Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, in each case whether or not marked, designated or otherwise identified as "Confidential". Without limiting the foregoing, all Polco Materials are the Confidential Information of Polco. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.2. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for three (3) years after the Term: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of performing obligations under and in accordance with this Agreement; (ii) are informed of the



confidential nature of the Confidential Information and bound by written confidentiality and restricted use obligations at least as protective as the terms set forth in this **Section 6.2**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 6**.

6.3. Residual Works. In addition to other rights and provisions in this Agreement, Polco shall be free to use for any purpose the Resultant Data resulting from access to or work with the Confidential Information or any information or ideas provided by Customer with respect to the Services.

6.4. Feedback. The Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") to Polco with respect to the Services. Except as otherwise provided herein or in a separate subsequent written agreement between the parties, Polco will own the Feedback and shall be free to use, disclose, protect (e.g., patent, copyright, trademark, trade secret, etc.), reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit.

6.5. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 6**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 6.5**, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7. Term and Termination.

7.1. Term. **Initial Term: January 31, 2022- January 30, 2023**

The initial term of this Agreement shall be for a period of twelve (12) months from the Effective Date ("**Initial Term**"). The Initial Term shall automatically renew for additional successive twelve (12) month periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

7.2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Polco may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after the date such amounts are due; or (ii) breaches any of its obligations under **Section 3.2** (Limitations and Restrictions) or **Section 6** (Confidentiality);

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any



domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.3. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all rights, licenses, consents and authorizations (including, without limitation, access to the Services) granted by either party to the other hereunder will immediately terminate;
- (b) Customer shall immediately cease all use of any Services and Polco Materials and (i) promptly return to Polco, or at Polco's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Polco's Confidential Information; and (ii) permanently erase Polco's Confidential Information from all systems Customer directly or indirectly controls; except to the extent and for so long as required by applicable law and all such information and materials will remain subject to all confidentiality requirements of this Agreement;
- (c) Polco may disable all Customer and Authorized User access to the Services; and
- (d) if Polco terminates this Agreement pursuant to **Section 7.2**, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable.

7.4. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.2, Section 5, Section 6, Section 7.3, this Section 7.4, Section 8, Section 9, Section 10, Section 11, and Section 13.**

8. Representations and Warranties.

8.1. Representations and Warranties. Customer represents and warrants to Polco that it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; and Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Polco and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law. Additionally, Customer represents and warrants that Customer will use (and will cause any Authorized Users to use) the Services and Polco Materials only in compliance this Agreement, and all applicable laws and regulations.

8.2. DISCLAIMER OF WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS" AND POLCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND POLCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, POLCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ANY THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY



THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Indemnification.

9.1. Indemnification.

(a) Customer shall indemnify, hold harmless and defend Polco and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses, liability, claims, damages, actions, penalties, costs, or expenses of whatever kind, including actual attorneys' fees and the costs of enforcing any right to indemnification under this Agreement (collectively, "**Losses**"), arising out of or relating to (a) any negligent or more culpable act or omission by Customer or any Authorized Users in connection with use of the Services; (b) Customer's or any Authorized User's use of the Services or Polco Materials other than as expressly allowed by this Agreement; and (c) Customer's or any Authorized User's breach of this Agreement;. Customer shall inform Polco as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Polco consents to such settlement in writing.

(b) Polco shall indemnify, hold harmless and defend Customer and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all Losses arising out of or relating to (a) any negligent or more culpable act or omission by Polco in connection with the Services, (b) Polco's breach of this Agreement, and (c) any actual or alleged infringement of a third party's Intellectual Property Rights from the use of the Services or Polco Materials. Polco shall inform Customer as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Customer consents to such settlement in writing.

10. Mitigation.

10.1. Mitigation. If any of the Services or Polco Materials are, or in Polco's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Polco Materials is enjoined or threatened to be enjoined, Polco may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Polco Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Polco Materials, in whole or in part, to make the Services and Polco Materials non-infringing, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Polco Materials, and require Customer to immediately cease any use of the Services and Polco Materials or any specified part or feature thereof. **THIS SECTION 10.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND POLCO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND POLCO MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.**

11. Limitations of Liability.

11.1. EXCLUSION OF DAMAGES. EXCEPT FOR BREACHES OF **SECTION 6**, IN NO EVENT WILL POLCO OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE



OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2. CAP ON MONETARY LIABILITY. EXCEPT FOR BREACHES OF **SECTION 6**, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF POLCO AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID BY THE CUSTOMER TO POLCO WITHIN THE IMMEDIATELY PRECEDING 12 MONTHS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Force Majeure. In no event will Polco be liable or responsible to Customer, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Polco's reasonable control (a "**Force Majeure Event**"), including, but not limited to, failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, acts of God, pandemics, epidemics or health emergencies, natural disasters, fire, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside Polco's reasonable control, whether or not otherwise enumerated. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

13. General Provisions.

13.1. Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

13.2. No Agency. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

13.3. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

13.4. Entire Agreement. This Agreement, including all Schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13.5. Assignment. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Polco's prior written consent, which shall not be unreasonably withheld. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. Polco shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Customer's prior written consent unless such assignment or transfer is to an affiliate or in connection with a sale of all or substantially part of Polco's business to which such rights and obligations pertain. This



Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13.6. **Notices.** Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this **Section 13.6**):

If to Polco:	Policy Confluence, Inc. 8001 Terrace Avenue, #201 Middleton, WI 53562
E-mail:	alex@polco.us
Attention:	Alex Pedersen, Chief Financial Officer
 If to Customer:	 Mariposa County Administration P.O. Box 784 Mariposa CA, 95338
E-mail:	dkimble@mariposacounty.org
Attention:	Dallin Kimble

Notices sent in accordance with this **Section 13.6** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.7. **Amendment and Modification: Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

13.8. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.9. **Governing Law: Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. The parties submit all of their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state and/or federal courts located in Dane County, the State of Wisconsin.

13.10. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13.11. **Equitable Relief.** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under **Section 3.2** or **Section 6** would cause Polco irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Polco will be entitled to equitable relief, without any requirement to post a bond. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.



13.12. Counterparts. This Agreement may be executed in counterparts, including by facsimile or pdf, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. Insurance Requirements

- 14.1 Comprehensive General Liability. The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate

Policies described above shall be for the mutual and joint benefit and protection of the Consultant and the Client.

- 14.1.1 Other Insurance. The Consultant shall procure and keep in force during the term of the Agreement Worker's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.
- 14.1.2 Prior to commencement of Services, Polco may require that the Consultant furnish to the Client certificates of insurance policies evidencing the required coverages if the Client so desires.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Enterprise Services Agreement as of the date first above written.

POLICY CONFLUENCE, INC.

By: _____
Name: _____
Title: _____

CUSTOMER:

By: _____
Name: _____
Title: _____

Attachment: Polco Enterprise Contract Mariposa County CA 2022 (RES-2022-119 : Employee Survey)



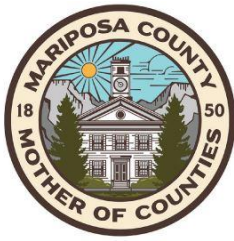
SCHEDULE A

SERVICES AND FEES

An invoice for a total of \$10,500 will be created by Polco on signing of this contract. Standard payment terms are Net 30, but can be extended upon request.

Scope of Work:

Item & Description	Unit Price
Polco Performance Plan (Level 1) All Polco Premium Features are available to you during your subscription term to engage with your target audiences. Respondents answer questions via Polco's civic surveying and engagement platform which includes real time results and the option to have respondents verified against voter lists. As participants respond they become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement. The Performance plan includes 1 benchmark survey per 12-month period. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons. Our client success team will guide your benchmark survey process to ensure smooth implementation. Level 1 The client will be responsible for the majority of the outreach effort with guidance on best practices from the Polco team. Polco will provide post-survey statistical weighting to improve, but not guarantee, full representativeness. (Note: The NES is sold only at this level as all employees are invited to participate via internal channels and more advanced outreach is not needed.)	\$10,500
Total	\$10,500



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



I.1

MEETING: February 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Clerk of the Board

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____
Name of County Designated Representative: _____
Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

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

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

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

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

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

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)): _____
Closed session will concern: () price; () terms of payment; () both.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____
Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

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

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD