Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JANUARY 21, 2025

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

Chair Smallcombe called the meeting to order and noted Supervisor Menetrey was excused.

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent agenda note. No public comment was received.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
Excused:	District V Supervisor Menetrey

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Adopt a Resolution to Approve the Application for Industrial Disability Retirement for Sheriff Deputy Sher're Hendricks, Effective March 15, 2021

CA3. **County Counsel**

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **County Counsel**

Accept Resignation and Recognize the Service of Steven W. Dahlem and Rhonda Scherf on the Law Library Trustees Board

CA5. **County Counsel**

Appoint Walter Wall, Michael McAfee, Nicole Shagner and Re-Appoint Matt Johnson as Members Representing Law Library Trustee Board with a Term Expiring January 21, 2026

CA6. **Health and Human Services Agency**

Approve a Lease Agreement with James Mason Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Health and Human Services Agency**

Approve a Three-Year Agreement with Allison Ressler in the Amount of $600,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Planning**

Approve First Amendment to the Agreement with Leland Stanford Jr. Board of Trustees to Extend the Term of the Evidence for Policy Fellowship Program; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Ellen Bergstone/Yosemite Mariposa County Tourism Bureau Director of Marketing and Creative gave an update. She thanked Tony for his service and explained that with 20 percent of their staff gone, they missed him even more as they were looking for his replacement. She also explained that there was lots of interest coming to Mariposa for familiarization tours and that they are important because it gives Mariposa more

media. She noted Jonathan Farrington would be going to Australia for trade and media visits and would go to Europe at the end of March as part of a tourism exchange with different countries. She also reported that Mariposa was getting a lot of attention from Visit California and that there was a team hired for California and for specifically rural counties. She explained that businesses can be of any size, do not need to have an online booking platform in order to participate, there are no upfront costs, and their businesses can be posted anywhere there is a digital system like on Expedia or AAA. She reported that on February 5th at 2pm they would be hosting a webinar for Mariposa County. She then thanked the Board for their time. Supervisor Kiser explained that Tony would be very missed, thanked Mrs. Bergstone for her presentation, and stated that those are big shoes to fill. Mrs. Bergstone agreed and, in response to a question from Chair Smallcombe, explained that the services going through the exchange are visitor-facing only, which would be applicable to many Mariposa services. Chair Smallcombe expressed her excitement on behalf of Mariposa County small businesses.

Jeremy Briese/Sheriff congratulated the Board Members on their new terms and apologized for not being there. He noted that over the weekend they were in Greeley Hill participating in the S.C.O.P.E. luncheon where they gave a yearly report. He stated one of the S.C.O.P.E. volunteers, Ken Cotner, was recognized at this meeting for putting in a lot of hours and representing the Sheriff's Office well. Sheriff Briese also thanked his team for their continued high level of service during a time of vacancies. He mentioned their model for the year was efficiency, and they successfully completed their organizational study that looked into positions and programs to provide the best work they could. He mentioned that he had a great command staff, and they were looking toward a lot of professional growth by looking into areas like internet crimes, hiring a new cold case detective, and updating the boating equipment. He shared some concerns he had about the upcoming fire season, but mentioned that their rapid response team is great and they were getting ready. He reported that the Sheriff's app was being promoted via fliers for tourists to receive updates on any potential emergencies as well. Supervisor Poe thanked the Sheriff's Office for the professionalism that is displayed by everyone and thanked Sheriff Briese for his efforts in providing a great team on behalf of everyone in North County. In response to a question from Chair Smallcombe, Sheriff Briese stated that the Sheriff's office is going to do social media campaigning to give people information and that he mainly wants to make sure that staff have the proper tools and training to assist the public with fraud and other internet crimes. Also, in response to Chair Smallcombe's remarks, he stated that he wanted to highlight the Search and Rescue (SAR) team. He mentioned that the SAR team had done excellently in their preparation and the work with GIS mapping.

Luis Mercado/Auditor gave an update on the 2022 audit. He reported that the Auditor's office received the 2022 financial statements and immediately provided them to CSD. He explained that CSD suggested more detail and that there was a typo in one of the contracts. He reported that they made the corrections and were awaiting a response. He mentioned they would be posting the revised single audit to the website. He addressed that there were seven findings which showed the Auditor's office was not prepared for the fieldwork, but they provided corrective action, and it should not be an issue going forward. In response to questions from Chair Smallcombe, Mr. Mercado stated Smith and Newall would come in early March for field testing and that there were no individuals employed by the special districts, so rate increases in the utility districts would not impact County funds. He stated that they could set up a meeting with the County Administrative Officer.

Steve Engfer/Planning Director reminded the public that Development Services was located at Health and Human Services at 5362 Lemee Lane and that there was assistance for permit submission, for example. He mentioned that their offices would be there until February 2nd. He reminded the public that the online

permitting system was up and running but to let Development Services know if there were any problems since it was new. He also mentioned that they accept hard copy applications in person. He mentioned that the Planning Commission was slated to provide a recommendation to the Board by the 21st for the Development Code Update.

G. Public Comment on Non-Agenda Items

Public comment was received by Wendy Brown/Resident who gave a report on Cowboy Day. She explained they were having a workshop for Cowboy Week in April and that Cowboy Day was scheduled for March 22nd.

Mark Buenafe/Pastor reported that he received the memorial certificate in remembrance of his son's passing. He stated his appreciation for all the support he had been feeling from Mariposa County organizations as well as Mariposa County Unified School District and the Rotary club. He explained that his son's death had been from depression and that he believes it is a public service to shed light on a topic normally kept quiet.

Jacob Hawley/Chamber of Commerce and Resident reminded the Board that the crab feed was coming up and that the Chamber of Commerce had a save the date for the Chamber Business Awards on March 22nd at Tenaya Lodge.

H. Regular Agenda Items

1. **Administration**

Approve the Underfill of Two (2) Vacant Full-Time Social Worker IV; Approve Allocations to Two (2) Full-Time Social Worker III; and Approve Allocations and the Overfill of One (1) Vacant Full-Time Social Worker I/II to One (1) Full-Time Social Worker III in Health and Human Services Agency (HHSA), Effective Immediately

Sydney Forga/Health and Human Services gave the staff report. No public comment was received.

RESULT:	**Adopted**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

2. **Administration**

Approve the Revision of the Extra Help Agricultural Field Assistant Classification in the Agricultural Division; and Approve an Additional Four (4) Hourly Compensation Steps Resulting in an Hourly Salary Range of $19.38 to $23.558, Effective Immediately

Chris Ferbrache/Human Resources gave the staff report. No public comment was received. Board discussion ensued.

RESULT:	**Adopted**

MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

3. **Administration**

Approve the Allocation of One (1) Fiscal Officer I/II Position in the Health and Human Services Agency department, Effective Immediately

Kristina Keheley/Health and Human Services Agency Director gave the staff report. No public comment was received. Board discussion ensued.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

4. **Administration**

Approve a Two-Year Memorandum of Understanding Between Mariposa County and Mariposa County Sheriffs Management Association (SMA) effective January 1, 2025, to December 31, 2026; 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

Abel Del Real-Nava/Human Resources Director gave the staff report.

Public comment was received by Wes Smith/President of the Sheriff's Management Association (SMA) who thanked Human Resources. He expressed that he felt supported by the SMA and understands there is a need for management to have certain things in the Memorandums of Understanding (MOU) to protect the citizens and the Board. He expressed his thankfulness to the staff of the County for understanding the SMA's concerns related to the longer-standing deputies and for giving them the ability to expand upon their salaries. He stated the whole group was very expedient and efficient.

Kudos were given to Human Resources by Chair Smallcombe and Supervisor Toso.

RESULT:	**Adopted**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

5. **Administration**

Approve a Two-Year Memorandum of Understanding (MOU) Between Mariposa County and Mariposa County Deputy Sheriffs Association (DSA) Effective January 1, 2025, to December 31, 2026; Authorize the Auditor to Increase Appropriations to Each Affected Budget Units in Order to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

Abel Del Real-Nava gave the staff report. No public comment was received.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

6. **Administration**

Receive a Presentation and Update on the Oracle Enterprise Resource Planning (ERP) System

10:06 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at **10:14 AM**.

Leigh Westerlund/Assistant County Administrative Officer gave a PowerPoint presentation. She explained that her presentation included recent accomplishments, current areas of focus, and future projects in the near term. No public comment was received. Board discussion ensued. Supervisor Poe requested a specific cost to date for Oracle services be emailed to all Board Members.

RESULT: PRESENTATION HELD

7. **Administration**

Discussion and Possible Direction Regarding Updates to the Reserve Policy and a Proposal for a New Capital Asset Management Policy

Leigh Westerlund gave a presentation. She suggested a capital asset management policy that would give priority scores to certain projects for each asset in order to ascertain the order in which projects would get completed. She also explained a new method for 5% capital fund contributions periodically to support larger purchases when necessary and proposed a change to the Reserve Policy. In response to a question from Chair Smallcombe, Joe Lynch explained that it would be best to come back with a policy on both so staff has a process to follow and knows how to prepare spending for each fiscal year. In response to Supervisor Kiser's questions, Ms. Westerlund explained that the lack of reserve spending prior to 2025 was enabled by ARPA funding and cutbacks to County spending. Luis Mercado further explained that PG&E credits also provided a one-time source of revenue, and when paired with a lack of spending, allowed the County to build up its reserve.

Public comment was received by Luis Mercado, who reported that attempting to make this change in the middle of the fiscal year would create some difficulty to which Supervisor Smallcombe advised the Board to decide on a date of implementation. Joe Lynch suggested implementation at the start of the new fiscal year, July 1st of 2025. Mr. Mercado added that another thing to consider was that the County had around 1800 fixed assets in the system and some of those would be phased out considering the new threshold. He also said the way that they were classified was not with those criteria, but with how they had reported them on the financial statements as government functions. He explained staff would need to look at those assets and

reclassify them or add a classification based on the new criteria. In response to a comment from Chair Smallcombe, Ms. Westerlund explained that the County Administration would not prioritize the assets by themselves.

Steve Engfer expressed his excitement regarding the fixed asset program and its implications on housing and investment by classifying potential assets.

Supervisor Kiser expressed that she enjoyed the idea of this roadmap as a proactive approach. She mentioned she thought it should have an environmental impact section added as well as a method of gaining community feedback when valuing assets, to which Chair Smallcombe agreed.

Supervisor Kiser, Chair Smallcombe, and Joe Lynch all expressed their excitement for this item and gave compliments to the County Administration for their work on the item.

DIRECTION: The Board approved the items as proposed with the exception of adding a public input and environmental impact section to the Capital Asset Management policy.

RESULT: DIRECTION GIVEN

8. **Clerk of the Board**

Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe)

Chair Smallcombe mentioned the statistic that, in San Francisco, the ratio of population to the number of committees was intensely smaller than that of Mariposa County.

Danielle Bondshu gave the staff report. She explained the purpose of this item is to enable efficiency within the County and ensure tax dollars are spent appropriately. She clarified that the Code Compliance Advisory Committee (CCAC) was marked 'yes' for dissolution accidentally as a miscommunication between staff occurred. The goal, as with any committee, is to dissolve once the committee's purpose is fulfilled and this was the discussion around CCAC. She explained that they do want to dissolve the Airport Advisory Committee (AAC), and the goal is to merge all three cemeteries into one committee. She explained that for efficiency she would go through each category of the staff report and take questions in between each.

Supervisor Poe requested a comparison of what other counties that are comparable do with their committees. He said he is reluctant to get rid of committees when community members pay for the County to have staff to coordinate this form of public input with their tax dollars. Mrs. Bondshu explained that she could not give an exact comparison without discussing the topic with clerks in the other counties. She reported that the Clerk of the Board's office goal would be to meticulously maintain committee records in accordance with the Maddy Act, such as how this County's Clerk of the Board's office maintains records for the Board of Supervisors and County agreements. She stated that some other counties have completely different structures and do not have streamlined processes to maintain records, such as Mariposa. Mrs. Bondshu expressed that this item would eliminate extraneous costs because, instead of the varying salaries, it would be designated to one, lower salary, but explained that there is no way to create a true cost comparison without extensive research over a lengthy period. In response to a question from Shannon Poe, she explained that each department's input on which committees should be dissolved as well as which committees support their own dissolution are noted on the spreadsheet.

Mrs. Bondshu continued the staff report and stated that the Planning Advisory Committees (PAC) had decided to be dissolved despite being tied to the general plan in 1978. She stated that several of the town planning areas will never, cannot, or already have created a plan.

Public comment was received by Ken Melton/CCAC who expressed his agreement with the proposed oversight shift. He requested clarification on whether the AAC is up for dissolution and expressed that he understands that the committee had not been held to its purpose. He stated that he does believe it should, however, not be disbanded and there should be a reform process to bring the committee back to efficiency.

Rick Jacobsen/Wawona Resident explained that he and his wife own property in Wawona that has been in her family since its early years. He thanked Mrs. Bondshu for her efficiency in her position. He stated that the community of Wawona is the only area that has shared influence between the County and the federal government. He explained that there is a history of the federal government attempting to eliminate properties from Wawona and the people have had to fight for generations. He mentioned in the 1980s the first MOU between the County and the federal government was enacted to lay out the responsibilities between the County and Federal. He explained that they believe the Wawona Town Planning Advisory Council (WTPAC) should not be dissolved because of the shared jurisdiction and that Wawona needs to work with the County in case the federal government gets out of its lane. He suggested giving the WTPAC two years to figure out a path forward.

Janetta Phillips/Historic Sites and Records Prevention Committee (HSRPC) stated that the sunset date for the HSRPC was October 2025 and requested that the Board make them a permanent committee instead.

Edward Mee/WTPAC stated he had been the chair of the WTPAC for 17 years. He explained that there was an MOU with the National Park Service that gets renewed every 5 years which had been expired for 2 years. He explained that if the committee does not have an item to discuss then they don't meet until needed again and much of the community participates in these meetings. He expressed that a lot of public input is garnered by the committee. He stated the Park Service said that they won't continue the services previously supplied since the 1980s and that the Merced River Trail Plan says the partners with the Park Service will be the County of Mariposa and the WTPAC working together. He explained that the Park Service often took their suggestions, which means the WTPAC had been impactful.

Jacob Hawley/HSRPC expressed that the oversight should fall under the Clerk of the Board's office. He stated that he has attended meetings where the grant writer facilitated, and he expressed the need for non-biased facilitators for these meetings. He mentioned that committee members are volunteers, and to be efficient with time, one person under Mrs. Bondshu would hopefully make a fair space to work with departments.

Kris Casto/CCAC agreed that the shift would be beneficial. She explained that the CCAC writes their own minutes, which takes effort off staff. She also expressed that the CCAC was starting to gel well, like at their last meeting with the Planning Commission, but that they are prepared to dissolve once they fulfill their purpose.

Marilyn Saunders/Resident agreed with Jacob Hawley that the oversight should be put under the Clerk of the Board because it would be unbiased and because Mariposa is different from other counties where they might have a more layered staff.

Jonathan Noel/Resident stated that at that time, a committee could be established at a meeting with minimal preparation. He said that the process to dissolve a committee should be created just as simple so that staff time could be efficiently used.

Steve Engfer explained that there had been an ongoing conversation around dissolving PACs. He agreed that the Clerk of the Board administering committees made sense from a procedural standpoint because it would enable uniformity with the CivicClerk software as well. He stated that the Board could give direction to bring back items to dissolve and that he personally was interested in working with the Clerk of the Board to dissolve the PACs. He explained that each one could be evaluated for their purpose and then brought back for discussion and direction by the Board. He acknowledged the difficulty in dissolving the PACs because they were codified and suggested that each committee be assigned a deadline with the option for a six-month extension. He expressed the need to determine how the committees relate to the general plan and to look for other options to gain public input.

Mike Chairman/Sheriff's Office explained that even if a committee were dissolved, that doesn't mean volunteers still can't get together and come to a Tuesday meeting to bring input. He explained that he partakes in 5 or 6 committees and some of them are efficient, with some being very inefficient. He stated that after an hour-and-a-half meeting, if the committee still didn't accomplish anything, then it was a waste of money. He stated that he supports some of these committees falling under the Clerk of the Board because of how Mrs. Bondshu runs the Board of Supervisors efficiently. He explained that meetings are often an hour to an hour and a half with 45 minutes being updates from the public that are repetitive. He expressed the need to cut out some of those inefficiencies to make committees more impactful.

Wendy Brown/Merced River Trail Community Working Group (MRTCWG) stated that she has been on the MRTCWG since its formation in 2019 and that in the first three years the group created the vision plan recently approved by the Board. She explained that COVID-19 impacted their ability to meet, but now that the group can meet in person, it is time to act. She explained that one can't get from Brice Burg to El Portal anymore because the road is slipping into the river and that it is important to lay the groundwork for the young kids that are going to come after. She explained that Merced Irrigation District has come to the forefront and that the Sierra Freepackers have concerns about the equestrian use in the trial because of foot bridges planned to be built. She expressed that she would like answers and for the Board to continue the committee. She explained that if the momentum isn't kept and work with the public land managers progresses, she doesn't think those agencies will have the staff or budget to make the trail a reality.

Katie Jacobsen/Wawona Property Owner requested that the Board respond to a point brought up in the over 30 communications it has received: that the WTPAC is in the MOU, it is in the zoning, and it is in the record of the decision that the National Park Service implemented for the river. She requested an answer to what would happen if the entity were to no longer exist, given that it is in those three legal documents.

Berry Perkins/Wawona Resident stated that he believes Wawona is a unique circumstance and that it would be good for Mrs. Bondshu to take on the oversight. He mentioned how Chair Smallcombe brought up the sunset dates of the El Portal and Midpines PACs and stated that the mechanism to dissolve a committee is to honor whatever sunset date it set. He explained that in resolution 2022-637 the difficulties in meeting a quorum with five vacancies in the WTPAC and eight ending their term in February 2025. He expressed that it is important to strive for efficiency but that the Board should not get rid of a group of adversaries with a 33 percent vacancy on its staff and 1.5 billion in deferred maintenance. He explained that the around 200 homes in Wawona are going to fall in that debate about critical infrastructure and, if WTPAC is disbanded without an MOU, when the National Park Service decides to drop the ax on any expensive services that they provide in Wawona, Wawona will be at a point of weakness. He recommended keeping WTPAC intact while still striving for efficiency but to do it from a point of strength. He recommended changing the bylaws and making the membership more adaptive, like delegating backup members. He stated that the National Park Service representative is unnamed and asked if all members must be named. He expressed his frustration with the

quorum not being able to be established due to illness or bad weather and suggested making the meetings more remote while still meeting the Brown Act requirements. He reported that it is okay to dissolve WTPAC, but requested the Board do it from a position of strength where there would not be a gap in the WTPAC authority. He asked the Board to recognize that Wawona is vulnerable because of demonstrated behavior by Wawona's adversaries.

Karen Glendenning/Fishcamp Resident reported that Fishcamp PAC is on the three-year line to be cut off. She expressed that this PAC is beneficial to the community. She explained that in terms of County staffing the meetings, that when Silvertip and the Tenaya lodge were being proposed, that committee saw more County staff, but that in the last couple of years, they no longer had the Sheriff attending meetings. She explained that the Public Works Director or subordinates have not shown up, and the Health Department has never shown up, at least in the last twenty years. She reported that the Fishcamp PAC meets quarterly and that they do have a Planner attend to take notes and make suggestions. She explained that they produce their own minutes and give them to Planning to report to the Board of Supervisors. She stated that Fishcamp is unique since it is remote from the rest of the County and the PAC meetings keep a line of communication. She reported that last Saturday there were about 50 individuals trespassing on a property because of the snow, and they were there in an unsafe manner. The three S.C.O.P.E. volunteers were in North County, so they did not have anyone to call on, and the Sheriff had not been in Fishcamp over the last three years. She explained that the District 5 Planning Commissioner has not held a separate meeting to give updates as Commissioners have done in the past, but they do attend the Fishcamp PAC meetings to give updates. She ended by requesting the Board not sunset out the Fishcamp PAC.

Mrs. Bondshu answered questions from public comment. She explained that the County now oversees the airport, and that Ken Melton is correct that their current purpose isn't currently being met. She reported that staff had requested that the AAC be dissolved and that at the last meeting that occurred, staff had requested Mrs. Bondshu attend. She explained that in trying to keep the meeting on track, the Chair said if meetings were going to continue in that way, then they might as well dissolve. In response to Chair Smallcombe, she explained that they were not failing to follow their agenda but that there is no structure, and, for example, public members were allowed to interject and be rude to County staff. She mentioned that they were not discussing any topics that aligned with their current set purpose, which has been reevaluated by the Board in 2021. In response to a question, she explained that if the Board chose to dissolve PACs, they could rename WTPAC to something else and update their purpose to something other than a PAC. She explained that the prior Clerk of the Board created the Committees Policy to hold committees accountable, but without oversight under one County department, not all the guidelines set forth had been followed like the sunset dates. In response to a question from Barry Perkins, Mrs. Bondshu noted that under current Brown Act requirements, meeting remotely isn't feasible unless a quorum of the committee is in the location and other requirements are met.

Mrs. Bondshu explained that the ADA Committee had not received enough applications for that committee to be able to meet, but also, it was brought as part of the transition plan and was not required by legislation. She reported that previous County Counsel had outside counsel review the committee and the findings were that it is a liability to have this committee because people that might sit on this committee might not have the background necessary. She explained that if they then made a suggestion and someone got hurt, the County would be liable.

In response to questions from Supervisor Poe, Steve Engfer said that each committee needed to be evaluated to see how they were tied to Planning Agency functions and that alternatives for committees that are not

required by law needed to be determined. He further explained that the Surface Mining Technical Advisory Committee had not received any mining applications in the last year.

Mrs. Bondshu, in response to a question from Supervisor Poe, explained that the Board has a process for dissolving a committee without setting a sunset date. She explained that the Board would direct staff to bring an item to the Board to evaluate and dissolve. She stated that staff would look to the Board for direction on each committee for setting a sunset date so that they have a year to complete their project, and if for some reason they can't make it, the Board has the option to give a 6-month extension.

After more questions from Supervisor Poe, Mrs. Bondshu expressed that it would be a full-time position given the breadth of duties needed to manage each committee. Supervisor Poe expressed that he is opposed to dissolving the cemetery committees and that another challenge would be determining how to promote town hall meetings with such little current social media interaction.

Supervisor Kiser expressed her support for the item and agreed it would bring efficiency and professionalism to these committees. She stated that she doesn't think the WTPAC should be dissolved because it sounded like they need to have a voice when it comes to implementing and maintaining the contracts with the National Park Service.

Mrs. Bondshu explained that the Clerk of the Board's office serves not just the Board but the public and all County staff as well, which is why she believes they are an unbiased bunch, because they don't have a stake in particular decisions or agreements. She noted that she thought the departments had been doing a wonderful job, especially with having their own full-time duties. She explained that the Clerk of the Board's office would still work with departments on managing these committees, but the oversight would be structured differently. In response to Chair Smallcombe's question, Mrs. Bondshu recommended that the Board go through the list of committees being proposed for dissolution.

Supervisor Smallcombe asked if the Board would dissolve now or wait until the committees formally acknowledge they will not be sitting as a PAC again, for example.

In response to a question from Supervisor Poe, Mrs. Bondshu explained that the Board had previously placed committees in dormancy until they are needed later. She explained if a committee is dormant for 5 years, then the vacancy must be notified, and applications taken to refill positions. She further explained that items are not brought to the Board to make committees inactive, and they instead stay sitting until they need to be reactivated. She reported that if a committee is dissolved and wants to come back, the Board would need to adopt their purpose again. She explained that it is more labor-intensive to bring back a committee from dissolution than inactivity, but that the goal is to have all committees, current and created in the future, have a sunset date.

Supervisor Smallcombe expressed that the goals are to have better communication between the Board and the committees and to reevaluate the committee's purposes more frequently to ensure they are in alignment with the current Board's objectives.

Joe Lynch suggested the Board could have committees go into an auditionary period where they get to bring a scope of work to the Board with their creation purpose and their current intended purpose. He explained the Board could then evaluate the intended purpose and create timelines. He expressed his thanks to Mrs. Bondshu for being willing to take on the oversight.

Supervisor Toso thanked the Clerk of the Board team and all the members on these committees. She also mentioned that the public does not have to be on a committee to voice their opinion and that they can come

to any Board of Supervisor's meetings to do so. She agreed that the oversight should be put under the Clerk of the Board's office.

Mrs. Bondshu expressed that she had started a policy and procedure on how the Board would get public comment if, for example, the Board decided to get rid of PACs. She stated that from her experience, workshops tend to be more forthcoming with garnering community input, especially if they are set in the evenings. She explained that if the Board wanted to see that policy, they would need to direct staff to create it, and she would work with Joe Lynch and the Planning Department to bring that policy back. In response to a question from Supervisor Smallcombe, Mrs. Bondshu explained that according to the Board's ethics and code of conduct, all five Board members need to be a part of direction made to staff.

Shannon Hansen/Public Works and Transportation Director clarified that for the town cemetery committees, the idea was to morph all three into one committee and appoint the current, sitting members of each committee to the new committee.

Chair Smallcombe agreed with Shannon Hansen's recommendation and proceeded to emphasize the importance of each Board member getting all the information in order to all participate in the decision. Supervisor Poe further suggested not going through all the committees today and bringing the item back later.

Mrs. Bondshu explained that from her understanding, the Board was directing the oversight to be moved under the Clerk of the Board's office, that the item would be brought back with the list of committees up for dissolution and the three options listed as keep, dissolve, or reevaluate purpose, and to bring back the cost and research of how other counties manage their committees. She expressed the workload is not achievable by her current staff and reiterated that another staff member needs to be added. In response to a suggested direction from Supervisor Poe, Kevin Briggs clarified that certain information could be provided to the Board members in advance of the meeting but advised staff to not format it as a ballot or action item because the deliberation legally needs to take place in front of the Board. In response to questions from Supervisor Poe, Mrs. Bondshu explained that the intent was specifically to have the Board evaluate the committees marked for dissolution and direct staff to either bring them back to be dissolved, keep them dormant, or work with each committee to reevaluate their purpose and bring that information back to the Board at a later date.

DIRECTION: The Board directed staff to the following:

1. ***Work with the County Administrative Officer to add a staff member to the Clerk of the Board's office.***
2. ***Add sections to the spreadsheet for each committee for potential sunset dates, additional resources needed, status on meeting their purpose, and if a new purpose is needed.***
3. ***Research comparable Counties' processes and the overall cost of additional support staff.***
4. ***For the next staff report, supply the Board with the option to direct each committee to be dissolved, laid dormant, have their purpose reevaluated with staff, or be kept as is.***

RESULT: DIRECTION GIVEN

9. **Clerk of the Board**

Select a Board Member to Sit as a Representative on the Juvenile Justice Coordinating Council (JJCC)

Supervisor Smallcombe introduced the item. Danielle Bondshu gave the staff report.

Public comment was received by Ryan Oliphant/Probation who expressed that the Juvenile Justice Coordinating Council (JJCC) is an efficient committee and is an important one.

Board discussion ensued.

APPOINTMENT: The Board took action and made the following appointment: selected Supervisor Kiser as a Representative for the Juvenile Justice Coordinating Council.

RESULT:	**Adopted**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

10. **Clerk of the Board**

Approve the Financial Management Calendar for 2025, Setting Hard Deadlines for Legislative, Codified, and/or Policy Required Reports

Chair Smallcombe introduced the item.

Danielle Bondshu gave the staff report. She asked if the Board was okay with receiving a list of bills approved once a month instead of having to certify each one, which the Board Members agreed would be sufficient.

Public comment was received by Luis Mercado who clarified if the report should include payments that the County had made on invoices that month or any invoice entered into the system that month. He suggested reporting anything that has an accounting date within the month. In response to a question from Supervisor Poe, he stated the Auditor's office was comfortable with their set deadlines.

Danielle Bondshu explained that the Budget Action reporting is still under the CAO and that the CAO, Department Head, and Software for Service reports will still come from the Clerk of the Board's office.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

I. Board Information

None.

J. Adjournment

1:47 PM Chair Smallcombe adjourned in memory of Dawn Briese.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-22

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Resolution Continuing 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.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-22

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-23

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Adopt a Resolution to Approve the Application for Industrial Disability Retirement for Sheriff Deputy Sher're Hendricks, Effective March 15, 2021

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution to Approve the Application for Industrial Disability Retirement for Sheriff Deputy Sher're Hendricks, Effective March 15, 2021.

A determination has been made that Sheriff's Deputy Hendricks is incapacitated within the meaning of CalPERS law for the performance of her duties as Sheriff's Deputy. This disability arises out of and in the scope of her employment. As a safety employee, CalPers requires that the governing board, i.e., the Board of Supervisors, adopt a Resolution relative to the approval or denial of a disability or industrial disability retirement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved Industrial Disability applications in the past including Res 82-160 for Safety Member Howard Harbulak, Res 12-15 for Sergeant Jones, and Res 2018-43 for Deputy Akbiyikian.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

An alternative action would be to determine that Deputy Hendricks is not entitled to an IDR, however, this determination would not be supported by the medical evidence.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Resolution re Hendricks' IDR Application Dec. 2024(12678817.1)

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

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MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

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FINANCIAL IMPACT

None

ATTACHMENTS

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VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY ON APPLICATION FOR INDUSTRIAL DISABILITY RETIREMENT PURSUANT TO GOVERNMENT CODE SECTION 21156

WHEREAS, Mariposa County (hereafter referred to as the "County") is a contracting agency of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he or she is classified as a local safety member is disabled for purposes of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law;

WHEREAS, an application for industrial disability retirement based on psychiatric condition from Sher're Hendricks ("Hendricks") employed by the County in the position of Deputy Sheriff has been filed with CalPERS; and

WHEREAS, the County Board of Supervisors ("Board") has reviewed the medical and other evidence relevant to such alleged disability;

NOW, THEREFORE, BE IT RESOLVED that the Board finds and determines and it does hereby find and determine that Hendricks is substantially incapacitated within the meaning of the California Public Employees' Retirement Law for performance of her usual duties in the position of Deputy Sheriff with the County based on a psychiatric condition and does hereby certify under penalty of perjury that this determination was made on the basis of competent medical opinion and was not used as a substitute for the disciplinary process in accordance with Government Code section 21156(a)(2). If any of the following disciplinary processes occurred before the member's separation from employment, all relevant personnel documents were forwarded to CalPERS for determination of the member's eligibility for disability retirement and CalPERS' determination that the member is eligible to apply for disability retirement was obtained prior to starting the process of determination.

- The disciplinary process was underway prior to the member's separation from employment.
- The member was terminated for cause.
- The member resigned or service retired in lieu of termination.
- The member signed an agreement to waive their reinstatement rights as part of a legal settlement (i.e., Employment Reinstatement Waiver).
- The member was convicted of or is being investigated for a work-related felony.

Sher're Hendricks had filed a Workers' Compensation claim for her psychiatric condition. The Workers' Compensation claim was denied.

BE IT FURTHER RESOLVED that the Board hereby finds and determines that Hendricks' primary disability condition is psychiatric and the duration of the disabling condition

is expected to be permanent, which is certified by competent medical opinion. The incapacity is a result of injury or disease arising out of and in the course of her employment as a Deputy Sheriff for the County. Based on competent medical evidence, Hendricks is found to be substantially incapacitated from the performance of the usual duties of Deputy Sheriff with the County.

Hendricks last day on paid status was March 31, 2021. Advanced Disability Pension Payments will not be made.

There is not a possibility of third party liability.

The member is competent to act on her own behalf in binding legal matters.

This Resolution supersedes Resolution 2023-578, which denied Hendricks' application for industrial disability retirement on October 17, 2023.

AYES:

NOES:

_____
Signature

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-24

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

RE: Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement retains the law firm Wanger Jones Helsley PC to represent the County of Mariposa and its officials and employees in a legal action filed by Anthony Silva, et al. in Mariposa County Superior Court against the County of Mariposa. The complaint alleges negligence.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved legal services agreements with Wanger Jones Helsley PC in a number of other matters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Other arrangements will need to be made to defend the County and its officials and employees in this matter.

FINANCIAL IMPACT

Undetermined

ATTACHMENTS

1. **Legal Services Agt - Silva**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-24

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

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The Board has previously approved legal services agreements with Wanger Jones Helsley PC in a number of other matters.

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Other arrangements will need to be made to defend the County and its officials and employees in this matter.

FINANCIAL IMPACT

Undetermined

ATTACHMENTS

1. **Legal Services Agt - Silva**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
TROY T. EWELL
JAY A. CHRISTOFFERSON
MARISA L. BALCH
AMANDA G. HEBESHA**
PETER M. JONES†
JEFFREY B. PAPE†
DEBORAH K. BOYETT
STEVEN K. VOTE
NICOLAS R. CARDELLA
GIULIO A. SANCHEZ
KATHLEEN D. DEVANEY
ETHAN E. MORA†
BENJAMIN C. WEST
HUNTER C. CASTRO
STEPHANIE M. HOSMAN
IAN J. QUINN††
RACHEL L. POMBO
NATHAN J. MARTIN
COLTEN D. BALLINGER
COLLEEN E. BUSBY
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* Also admitted in Washington
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OFFICE ADMINISTRATOR
LYNN M. HOFFMAN

Writer's E-Mail Address:
@wjhattorneys.com

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www.wjhattorneys.com

January 13, 2025

VIA UNITED STATES MAIL

Walter W. Wall, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
Anthony Silva, et al. v. Heartland General Engineering, et al.

Dear Mr. Wall:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent the County of Mariposa in connection with the Complaint filed in the above-named matter. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that

we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we spend on telephone calls relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

The performance of certain services may be subject to a minimum billing time. For example, in the event an attorney must travel out of the San Joaquin Valley area, you will be billed for actual time worked, subject to a minimum of 8 hours for each full day away from the office.

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $180 to $595 per hour. My hourly fee for this representation will be $495. The hourly rate for law clerks and paralegals is presently $140 to $210 per hour. All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

It is our policy to serve our clients with the most cost-effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including long distance telephone, fax, messenger, courier and other communication costs; reproduction; document retrieval; staff overtime when required by the client or the matter's timing; computer research facilities and e-Discovery software; and other costs and expenses incurred on behalf of a client. A schedule of such charges is attached. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide at the request of a client, whether for budgeting purposes or otherwise are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual

fees will be determined in accordance with the policies described above.

Our billing statements ordinarily will be rendered to clients on a monthly basis. Our billing cycle runs from the 16th day of the month to the 15th day of the following month.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, such as LEXIS-NEXIS or Westlaw charges, or costs for e-Discovery software such as iPro or Everlaw, are not available to us until later, and are included on the statement for the following month.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceedings to collect a bill, the client will be required to pay court costs and reasonable attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

You may discharge us at any time. We may withdraw from this matter with your consent or for good cause. Good cause includes breach of the terms of this agreement, (including failure to pay all billing statements where due) your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude for whatever reason, all unpaid charges shall become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any of your funds or property in our possession.

We reserve the right to require an advance after commencement of work, depending on payment history and/or the scope of the work. For example, prior to a protracted trial, we may require an advance to cover fees and costs expected to be incurred in connection with the trial.

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our

services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

Let us assure you that it has always been and will continue to be our goal to provide legal services to our clients on the most cost-efficient basis possible. To meet this goal, cooperation between the attorney and the client is necessary. Therefore, you must be responsible for keeping this firm advised of your address, paying our bills when due and complying with all reasonable requests made of you in connection with this firm's representation of you. We encourage our clients to contact us immediately if at any time they wish to discuss either billing or billing policies and procedures generally, or a specific billing statement.

We want you to recognize that we have not made any promise or guarantee about the outcome of any matter we handle for you and nothing in this letter shall be construed as such a promise or guarantee.

Unless a different agreement in writing is made between us, this agreement will govern all future services we perform for you. In addition, this agreement will control any services performed by us prior to the time you sign this letter.

If you agree to the terms of this letter, please date and sign this letter and return it to us via regular mail. For your convenience, we have enclosed a duplicate original for your files.

As stated at the onset, this letter is required as part of our ethical responsibilities to our new clients. This agreement will govern all legal services performed commencing with the date on which the first service is performed. We are looking forward to representing you.

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///

If you have any questions, please feel free to contact me.

Sincerely,

WANGER JONES HELSLEY PC

Patrick D. Toole

PDT/dlp
Enclosure

I agree to the terms set forth in this letter.

Dated: _____

By: _____
Rosemarie Smallcombe
Chair of the Board of
Supervisors

Dated: _____

APPROVED AS TO FORM:

By: _____
Walter W. Wall
Mariposa County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of $15.00 for delivery
Mileage	Current IRS rate
Photocopies	$.15 per page
Postage	Actual Cost
Everlaw/iPro e-Discovery	Actual Cost
LEXIS-NEXIS/Westlaw	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of eight percent (8%) per annum.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-25

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

RE: Accept Resignation and Recognize the Service of Steven W. Dahlem and Rhonda Scherf on the Law Library Trustees Board

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Steven W. Dahlem and Rhonda Scherf on the Law Library Trustees Board.

In 2024, both Mr. Dahlem and Ms. Scherf retired from the County. Mr. Dahlem, as retired County Counsel, has resigned from the Law Library Trustees Board. Ms. Scherf, as a Mariposa County citizen, has expressed her desire to resign from the Law Library Trustees Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Law Library Trustees is governed by California Business and Professions Code Sections 6300-6307 and Mariposa County Code Chapter 2.44. Membership of the Law Library Trustees is constituted as follows: both Judges of the Superior Court are to serve as ex-officio trustees; Chair of the Board of Supervisors is an ex-officio trustee; the District Attorney, County Counsel, President of the Local Bar Association, and up to two residents of the county who are not judges, members of the State Bar Association or members of the Board of Supervisors will serve as voting members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor

Poe, District IV Supervisor Kiser

EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-25

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor

Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-26

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

RE: Appoint Walter Wall, Michael McAfee, Nicole Shagner and Re-Appoint Matt Johnson as Members Representing Law Library Trustee Board with a Term Expiring January 21, 2026

RECOMMENDATION AND JUSTIFICATION

Appoint Walter Wall, Michael McAfee, Nicole Shagner and Re-Appoint Matt Johnson as Members Representing Law Library Trustee Board with a Term Expiring January 21, 2026.

Walter Wall will be appointed representing Mariposa County Counsel. Michael McAfee will be appointed representing District Attorney. Nicole Shagner will be appointed representing a Mariposa County citizen.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Law Library Trustees is governed by the California Business and Professions Code Sections 6300-6307 and Mariposa County Code Chapter 2.44. Membership of the Law Library Trustees is constituted as follows: both Judges of the Superior Court are to serve as ex-officio trustees; Chair of the Board of Supervisors is an ex-officio trustee; the District Attorney, County Counsel, President of the Local Bar Association, and up to two residents of the count who are not judges, members of the State Bar Association or members of the Board of Supervisors will serve as voting members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose to not appoint/re-appoint and the Law Library Trustees Board Committee would not meet quorum requirements.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-26

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Walter Wall, County Counsel

RE: Appoint Walter Wall, Michael McAfee, Nicole Shagner and Re-Appoint Matt Johnson as Members Representing Law Library Trustee Board with a Term Expiring January 21, 2026

RECOMMENDATION AND JUSTIFICATION

Appoint Walter Wall, Michael McAfee, Nicole Shagner and Re-Appoint Matt Johnson as Members Representing Law Library Trustee Board with a Term Expiring January 21, 2026.

Walter Wall will be appointed representing Mariposa County Counsel. Michael McAfee will be appointed representing District Attorney. Nicole Shagner will be appointed representing a Mariposa County citizen.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Law Library Trustees is governed by the California Business and Professions Code Sections 6300-6307 and Mariposa County Code Chapter 2.44. Membership of the Law Library Trustees is constituted as follows: both Judges of the Superior Court are to serve as ex-officio trustees; Chair of the Board of Supervisors is an ex-officio trustee; the District Attorney, County Counsel, President of the Local Bar Association, and up to two residents of the count who are not judges, members of the State Bar Association or members of the Board of Supervisors will serve as voting members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose to not appoint/re-appoint and the Law Library Trustees Board Committee would not meet quorum requirements.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

MARIPOSA COUNTY

Board of Supervisors

Resolution – Planning Commission 2025-27

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Lease Agreement with James Mason Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Lease Agreement with James Mason Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of the proposed Lease Agreement is from February 1, 2025, through January 31, 2026 and automatically renew for two additional years. The leased office space is located at 5158 Highway 140, Suite A. The monthly rental rate is $650 and includes trash and water. The purpose of the lease is for use by the Veterans Services Office. The overall cost of this lease has been included in the Health and Human Services Agency (HHSA), with the understanding that any and all expenses related to this lease for the Veterans Services Office will be covered by the County General Fund, until and unless additional funding for the Veterans Services Office is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 1, 2022 the Board approved the initial lease with Post 6042 Veterans for Foreign Wars of the United States through Res.# 2022-65.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the Lease Agreement, it would cause the loss if the secured office space for the Veterans Service Office, which continues to expand programs and services to the community.

FINANCIAL IMPACT

The overall cost of this lease has been included in the Health and Human Services Agency (HHSA), with the understanding that any and all expenses related to this lease for the Veterans Services Office will be covered by the County General Fund, until and unless additional funding for the Veterans Services Office is received.

ATTACHMENTS

1. Resolution_2022-065

2. VFW Lease Agreement 2025- January 21 2025

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	

MARIPOSA COUNTY

Board of Supervisors

Resolution – Planning Commission 2025-27

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Lease Agreement with James Mason Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Lease Agreement with James Mason Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of the proposed Lease Agreement is from February 1, 2025, through January 31, 2026 and automatically renew for two additional years. The leased office space is located at 5158 Highway 140, Suite A. The monthly rental rate is $650 and includes trash and water. The purpose of the lease is for use by the Veterans Services Office. The overall cost of this lease has been included in the Health and Human Services Agency (HHSA), with the understanding that any and all expenses related to this lease for the Veterans Services Office will be covered by the County General Fund, until and unless additional funding for the Veterans Services Office is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 1, 2022 the Board approved the initial lease with Post 6042 Veterans for Foreign Wars of the United States through Res.# 2022-65.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the Lease Agreement, it would cause the loss if the secured office space for the Veterans Service Office, which continues to expand programs and services to the community.

FINANCIAL IMPACT

The overall cost of this lease has been included in the Health and Human Services Agency (HHSA), with the understanding that any and all expenses related to this lease for the Veterans Services Office will be covered by the County General Fund, until and unless additional funding for the Veterans Services Office is received.

ATTACHMENTS

1. Resolution_2022-065

2. VFW Lease Agreement 2025- January 21 2025

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-65

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Lease Agreement with Veterans of Foreign Wars

RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement with Keith M. Bertken Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of the proposed Lease Agreement is from February 1, 2022, through January 31, 2023 and automatically renew for two additional years. The leased office space is located at 5158 Highway 140, Suite A. The monthly rental rate is $650 and includes trash and water. The purpose of the lease is for use by the Veterans Services Office. The overall cost of this lease will be included in the Health and Human Services Agency (HHSA) mid-year budget adjustments, with the understanding that any and all expenses related to this lease for the Veterans Services Office will be covered by the County General Fund, until and unless additional funding for the Veterans Services Office is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Veterans Services Office (VSO) is a service to the community that is provided by the Health and Human Services Agency (HHSA) and supported by the County General Fund. The VSO has been co-located at the Community Health Center (5300 Hwy. 49 North) with HHSA Public Health and Behavioral Health services since 2019. With the recent and rapid expansion of Public Health and Behavioral Health services, the Community Health Center is at maximum capacity.

Understanding that Veterans Services Offices throughout California have been historically and woefully under-funded, Mariposa County and HHSA are working with other counties to advocate for increased funding to support Veteran-specific services. Through its strategic planning process, HHSA has identified services to Veterans as an opportunity for growth and is currently conducting a needs assessment.

Moving the Veterans Services Office from the Community Health Center to the space located at the Veterans for Foreign Wars supports the continued expansion of Public Health and Behavioral Health services to Mariposa and positions the VSO for future

expansion of services.

The Board of Supervisors does not have a prior history with Keith M. Bertken Post 6042 Veterans for Foreign Wars of the United States.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the Lease Agreement, it would cause the loss of opportunity to secure office space for the Veterans Services Office, which continues to expand programs and services to the community.

FINANCIAL IMPACT:
The cost of this lease agreement will be included in the mid-year budget adjustments.

ATTACHMENTS:
VFW Lease Agreement 2022v6 - January 24 2022 (PDF)

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

RES. NO. 22-65

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of February 1, 2022, by and between Keith M. Bertken Post 6042 Veterans of Foreign Wars of the United States, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5158 Highway 140, Mariposa, California; and

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

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

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5158 Highway 140, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of Six Hundred Fifty Dollars ($650) per month to include trash and water. LESSEE is obligated to pay expenses in electric, telephone, and internet. **LESSOR** agrees to lease the real property described above commencing February 1, 2022 and terminating on January 31, 2023. This Lease will automatically renew for two consecutive years beyond the initial termination period.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as office space. **LESSEE** hereby warrants that it is a tenant.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances,

rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

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

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

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

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

agreed by **LESSEE** and **LESSOR**.

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

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

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

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

employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

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

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

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

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

15. **TERMINATION PRIOR TO EXPIRATION:**

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

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

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

fixtures or equipment.

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

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

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

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

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to VFW Post 6042 P.O. Box 163, Mariposa, California 95338

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the

heirs, successors and assigns of the parties.

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

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

LESSOR:

Keith Stowell

Keith Stowell, Senior Vice Commander of
The Post
Veterans of Foreign Wars of the United States
Post 6042

LESSEE:

Rosemarie Smallcombe

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

Rene' LaRoche

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
County Counsel

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, by and between James Mason Post 6042 Veterans of Foreign Wars of the United States, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5158 Highway 140, Mariposa, California; and

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

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

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2. **CONSIDERATION**: For and in consideration of Six Hundred Fifty Dollars ($650) per month to include trash and water. LESSEE is obligated to pay expenses in electric, telephone, and internet. **LESSOR** agrees to lease the real property described above commencing February 1, 2025 and terminating on January 31, 2026. This Lease will automatically renew for two consecutive years beyond the initial termination period.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as office space. **LESSEE** hereby warrants that it is a tenant.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules,

regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

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

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

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

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

by **LESSEE** and **LESSOR**.

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

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

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

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

of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

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

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

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

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

15. **TERMINATION PRIOR TO EXPIRATION:**

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

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

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

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

notice.

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

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

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

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to Health and Human Services, County of Mariposa, P.O. Box 99, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to VFW Post 6042 P.O. Box 163, Mariposa, California 95338

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

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

21. **AUTHORITY:** Each party and each party's signatory warrants and represents that

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

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

LESSOR:

James Mason, Commander of
The Post
Veterans of Foreign Wars of the United States
Post 6042

LESSEE:

, Chair
Mariposa County Board of Supervisors

ATTEST:

Danielle Bonshu
Clerk of the Board

APPROVED AS TO FORM:

Walter Wall
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-28

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Three-Year Agreement with Allison Ressler in the Amount of $600,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Agreement with Allison Ressler in the Amount of $600,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Allison Ressler will provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include Initial and annual updated assessments, Individual therapy; group therapy; family therapy; plan development; case management; crisis intervention; Rehabilitation; intensive care coordination; and intensive home-based services. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Allison Ressler.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the agreement incurs the risk of the County of Mariposa being out of compliance with a state requirement for specialty mental health services.

FINANCIAL IMPACT

This agreement does not have an impact on the General Fund.

ATTACHMENTS

1. **Allison Ressler Agreement 2025 thru 2027v2**
2. **Exhibit A&B SMHS Contract**
3. **Exhbit C SMHS Budget_Laura Glenn 1**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Jenni Kiser

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-28

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Three-Year Agreement with Allison Ressler in the Amount of $600,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Allison Ressler, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on January 1, 2025 and terminate on June 30, 2027 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform mental health services as described in Exhibit A, "Scope of Work," Exhibit B, "Deficit Reduction Act – Obligations of County," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $600,000 for the entire term, $200,00 for the initial 1-year period, $200,000 for the second-year period, and $200,000 for the remaining period as set forth in Exhibit C, "Payment Terms and Conditions," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public

Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Allison Ressler, LMFT
P.O. Box 1950
Oakhurst, CA 93644

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane

Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

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

Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Allison Ressler
PO Box 1950
Oakhurst, CA 93644
559-760-4341

II. Program Description:

A. Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination
   10. Intensive Home Based Services;

B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
   1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
      a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
         (i) The child is at risk or removal from home or has already been removed from the home.
         (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
      b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.
      c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all of the following requirements:
    a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
    b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
    c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disables as to require public assistance, services or entitlements.

C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).
D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
    1. CPT codes are used by healthcare professionals for coding medical services and procedures.

III. <u>Hours of Operation:</u>

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.
B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741.
C. All clients are to be seen in a location that is appropriate for therapy and convenient for the client. Services are primarily to be provided in office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service delivery.
D. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor does not accept new referrals for a

period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Recovery Model/Evidence Based Practices:
   1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:
   1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
   2. Within five (5) calendar days of the initial contact from MCHBRS, the Contractor must have made three (3) attempts at contacting the client and documenting the attempts, with communication notes, in the electronic health record system.
      a.) If contact between the client and the contractor cannot be made within the 5 calendar days the contractor is required to send the client back to the county, notifying the Quality Assurance team and the Medical Records team that contractor was unable to contact the client.
      b.) If contact between the client is made with the contractor, the contractor is required to contact the county within one (1) business day stating the date and time of the appointment and to assign the client to the provider.
   3. MCBHRS will monitor the percentage of Bi-Directionals that are sent back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider effectiveness.

C. Service Delivery:
   1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
   2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
   3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and must not be included in the encounter duration but should be documented within the note.
   4. Duplicate services, which are the provision of the same service to a client on the same day, and by the same provider, must be pre-approved by Quality Assurance.
   5. If the contractor is unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a “Request to send NOABD 5” to-do must be sent to Medical Records to begin the discharge process.
   6. All services provided must be in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.

7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
8. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services.

D. Services found to be ineligible will be recouped.

V. Provision of Services:

A. Mental Health Assessments:

1. Contractor may complete initial assessments.
    a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the "Request to send NOABD 3" to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD), and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider, and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. All clients are required to have a Level of Care assigned to their chart by completing either the Child and Adolescent Level of Care Utilization System Assessment (CALOCUS) or the Level of Care Utilization System (LOCUS) assessment. This assessment needs to be completed at the initial plan development, annually, and at times when there has been a significant life event or change of circumstance.
    a.) For clients aged 0-17 years old, contractors are required to perform the CALOCUS and for clients 18 and over they are required to perform the LOCUS assessment.
    b.) These assessments are used to determine the appropriate level of care for individuals and to ensure that care is consistent throughout all mental health plans.
        (i) Contractors are required to send notification of the level of care for each client to the Medical Records team, identifying when the Level of Care is to start and what level of care needs to be assigned to the client.

(ii) If the level of care needs to be adjusted during the client's treatment, the contractor is required to notify the medical records team of the different level of care start date.

8. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
9. All clients must be re-assessed in accordance with the MCBHRS Documentation Manual.
    a.) when clinically appropriate and/or
    b.) at any point in treatment if the client needs or functioning level changes.

B. Problem List

1. Contractor will maintain the problem list, in accordance with the MCBHRS Documentation Manual.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

C. Treatment Plans:

1. Contractors must complete an "Initial Plan Development" encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:
    a.) Short-Term Residential Therapeutic Programs (STRTP's),
    b.) Case Management,
    c.) Intensive Care Coordination (ICC),
    d.) Intensive Home-Based Services (IHBS),
    e.) Therapeutic Behavioral Services (TBS),
    f.) Therapeutic Foster Care (TFC).
    g.) Full-Service Partnership (FSP)
3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All of the above mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. **Ongoing Documentation Requirements**:

1. Notes shall be documented within 72 hours of the provided service.
    a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
    b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.
4. Contractor is required to use scheduler in the EHR to document all past, current, and future appointments.

E. Discharges/NOABD's:

1. Contractor must coordinate care for all clients being discharged to a lower level of care. All transitions to a lower level of care require a completion of the transition of care tool to refer client back to their managed care plan.

2. Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.

3. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
4. Discharges are not claimable to Medi-Cal.

F. All records for clients must be kept in the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.

G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

VI. Staff Qualifications & Clinical Supervisions:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
    1. Licensed Professional Clinical Counselor[2]
    2. Licensed Clinical Social Worker[3]

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
   1. Can function as a "Head of Service" on agency application
   2. Can authorize services as directed by MCBHRS
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
   2. Can authorize services as directed by MCBHRS.
   3. All assessments and diagnosis must have a co-signature by a LPHA.
   4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
   5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

E. Contractor shall utilize staff that are licensed or registered with the BBS.
   1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
   2. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.
   3. Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
   4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
      a.) Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.

F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.

G. The contractor is responsible for clinical supervision of providers.

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[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
    1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
        a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.

I. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency(if applicable), and evidence of continuing education as required by provider type.

K. Contractor is required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
    1. Contract doing provider checks, must check the following databases:
        a.) https://exclusions.oig.hhs.gov
        b.) b. https://oig.hhs.gov/exclusions/waivers.asp
        c.) c. https://files.medi-cal.ca.gov
        d.) d. https://bbs.ca.gov
        e.) e. https://ccapp.us (SUD staff only)
        f.) f. https://nppes.cms.hhs.gov/nppesregistry/npiregistryhome.do
        g.) g. https://dmf.ntis.gov/
    2. County doing provider checks, contractor must submit the following information for each provider:
        a.) Full Name
        b.) National Provider Index (NPI) Number
        c.) License Number (as applicable)
        d.) Social Security Number
        e.) Date of Birth

VII. Provision of Informing Material:

A. The following information must be posted in the lobby of all contract providers:
    1. Client Problem Resolution Process
    2. Grievance/Appeal forms with self-address envelopes
    3. MCBHRS Brochure
    4. Advance Directive Brochure
    5. Notice of Privacy Practices (NPP)
    6. Beneficiary Handbook
    7. Client's Rights Poster
    8. Equal Opportunity

9. Notice to clients that there is assistance to complete forms (as needed)
10. Language assistance is free of charge.
11. Non-discrimination notice in English
12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
13. Change of Provider Form
14. Second Opinion Request

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
    1. Demographic Information
    2. Client's Rights and Privileges of Confidentiality
    3. Client Problem Resolution Process
    4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
    5. Advanced Directive Notices Information (Adults Only)
    6. Notice to Medi-Cal Beneficiaries
    7. Acknowledgement of Receipt of the NPP.
    8. Payment Policy
    9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
    1. Notice of Privacy Practices (NPP)
    2. Beneficiary Handbook

D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. Mandatory Meetings and Training:

A. Contractor will attend monthly meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.

B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.

D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.

E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

F. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
    1. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

IX. Quality Assurance:

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.
B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:
    1. Maintain triennial site certification through MCBHRS.
    2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
    3. Audit for compliance with requirements outlined in Exhibits A, B, C,
    4. Use MCBHRS chart audit tool within the EHR.
    5. Conduct Chart audits on a monthly basis
C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.
D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).
    1. Contractor agrees to ensure:
    2. Facility and services are accessible;
    3. Facility is clean, sanitary, and in good repair;
    4. Fire clearance updated on annually;
    5. Services are meaningful and beneficial to the client;
    6. Services are culturally and linguistically competent;
    7. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
    8. Services produce highly desirable results through the efficient use of resources;
    9. Services meet requirements for medical necessity;
    10. All PHI is properly stored and secured.
E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
    1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
    2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).
F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
    1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting

the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).

G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.

H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)

I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.

J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.

K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.

L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.

M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $80.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.

N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.
2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
3. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information

5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **HHSA Code of Conduct:**
   1. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

P. **HHSA Confidentiality Employee Statement:**
   1. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

Q. **Electronic Signature Policy:**
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. **Client Surveys:**
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

X. Security Requirements:

A. Information Technology Infrastructure:
   1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.
   1. Contractor shall submit all paper records to MCBHRS.
   2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
   3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. <u>"Knowingly" means the person or organization:</u>
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:
    a.) Mariposa Behavioral Health and Recovery Services
    b.) PO Box 99
    c.) Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
    a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.
    b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.
        (i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.

a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Individual Therapy & Case Management & ICC & Crisis	Family Therapy & Group Therapy	Rehab Groups	TBS
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$185.00	$180.00
Mental Health Rehab Specialist	$95.00	$105.00	$105.00	$180.00
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	$95.00	$105.00	$105.00	

D. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.
E. Recoupment will be based on Fraud, Waste, and Abuse as outlined in the MCBHRS Documentation Manual.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-29

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment to the Agreement with Leland Stanford Jr. Board of Trustees to Extend the Term of the Evidence for Policy Fellowship Program; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Leland Stanford Jr. Board of Trustees to Extend the Term of the Evidence for Policy Fellowship Program; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Enter into a First Amendment with Leland Stanford Board of Trustees to extend the term of the Evidence for Policy Fellowship Program. The Staff at Stanford University Impact labs have requested a term extension on our Evidence for Policy Fellowship program. The term extension requested will grant more time for final program reporting requirements.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action could result in the inability to complete the program and make the final funding request associated with this program.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2023-624 Term Extension

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Jenni Kiser
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-29

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment to the Agreement with Leland Stanford Jr. Board of Trustees to Extend the Term of the Evidence for Policy Fellowship Program; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Leland Stanford Jr. Board of Trustees to Extend the Term of the Evidence for Policy Fellowship Program; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Enter into a First Amendment with Leland Stanford Board of Trustees to extend the term of the Evidence for Policy Fellowship Program. The Staff at Stanford University Impact labs have requested a term extension on our Evidence for Policy Fellowship program. The term extension requested will grant more time for final program reporting requirements.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action could result in the inability to complete the program and make the final funding request associated with this program.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2023-624 Term Extension

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** _____

From: Ben Goger **Agreement with:** The Board of Trustees of the Leland Stanford Junior University

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ■ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ■
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☐ **No** ■ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Michiko T. Pane
(Name of person signing the agreement and their title)

Vendor Email: michiko@stanford.edu
(Email of signee)

For: Evidence for Policy Fellowship
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 11/30/2024 to 2/15/2025
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ■ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ☐ **No** ■
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

■ **BOARD ACTION** M/Traq ID # or Res No.: 2023-624 Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $0 **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 02-01-23

Collaborative Fellowship Agreement
Amendment #1

Stanford:	Collaborator:
The Board of Trustees of the Leland Stanford Junior University 485 Broadway, Third Floor Redwood City, CA 94063	County of Mariposa
Agreement Number: 63341644-AABZD	
Project Title: Evidence for Policy Fellowship	
Period of Performance November 30, 2023 – February 15, 2025	Total Fellowship Amount: $50,000

This Agreement is hereby amended as follows:

1. **PERIOD OF PERFORMANCE**

   The end date for this Fellowship Agreement is changed from Nov 29, 2024 to a new end date of February 15, 2025.

Except as modified above, all other terms and conditions remain unchanged.

Approved and accepted for:

County of Mariposa	Board of Trustees of the Leland Stanford Junior University
By:_____	By:_____
Name:_____	Name: Michiko T. Pane
Title:_____	Title: Sr. Director, Office of Research Administration
Date:_____	Date:_____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-624

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with the Board of Trustees of Leland Stanford Junior University Accepting the Stanford Impact Labs Fellowship Funds; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Fellowship Funding $50,000 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Board of Trustees of Leland Stanford Junior University Accepting the Stanford Impact Labs Fellowship Funds; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Fellowship Funding $50,000 (4/5ths Vote Required)

Mariposa County applied for and was awarded this fellowship award from the Stanford Impact Labs this month. The funds from this fellowship will support the development of a Housing Trust Fund. The goal of the Housing Trust Fund is to stimulate growth in the workforce and affordable housing in Mariposa County. The lack of housing in Mariposa County is a significant problem. There is a very limited inventory of housing affordable to any income level. A 2023 Non-residential Market Study found that "A major barrier to economic growth in the County is the shortage of housing... The County's residential inventory is constrained with a net decrease of about 350 residential units between 2010 and 2022." In this same study, it was noted that more than half of renters and more than a quarter of homeowners are classified as housing cost-burdened. As a result of this crisis, the County's Board of Supervisors in its most recent strategic plan identified improving housing conditions as one of its five strategic directions (Objective 3.1 "Every person has a home"). As part of that strategic direction, the County has prioritized the establishment of a community housing trust fund.

This work this fellowship will fund includes engaging Mariposa residents and the County's Housing Programs Advisory Committee (HPAC) in the development of the Housing Trust Fund, identifying an ongoing source of revenue for the Housing Trust Fund to ensure its sustainability (e.g. an impact fee or percentage of local TOT), determining the eligible uses and the processes for applying for Housing Trust Fund dollars, training for community design and development staff, and establishing a legal framework and governance structure for the Housing Trust Fund, and beginning the disbursement of funds through the Housing Trust Fund. Mariposa County aims to achieve these goals and objectives by the end of 2024. Mariposa County is well-positioned to launch the Housing Trust Fund. The Mariposa County Board of Supervisors contributed $1.4 million to a line item for FY23 to provide seed money to the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Planning Department will not be able to access the awarded funds.

FINANCIAL IMPACT

This action will generate external funding in the amount of $50,000.

ATTACHMENTS

1. Fellowship Agreement
2. Budget Action Form - Item 747

VOTE RESULT

RESULT:	Adopted (UNANIMOUS)
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED:	District I Supervisor Rosemarie Smallcombe

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3631	249	45547	One Time State Grants		($50,000)	
3631	249	60301	General Professional Services		$30,000	
3631	249	60111	Training and Seminars		$20,000	
TRANSFER BETWEEN FUNDS					**DEBIT**	**CREDIT**
					$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION:

The county will be getting grant reimbursement.

DEPARTMENT HEAD Steven J. Engler DATE 11/8/2023

APPROVED BY RES NO. 23-624 CLERK Tracy Rutlein Deputy DATE 11-28-23

AUDITOR'S USE ONLY
BA#

Agreement Number:

Collaborative Fellowship Agreement

The Board of Trustees of the Leland Stanford Junior University ("Stanford"), on behalf of its Stanford Impact Labs ("SIL"), awards a Fellowship in the amount of $50,000 to County of Mariposa ("Recipient") for a project entitled Evidence For Policy Fellowship, under the direction of Ben Goger.

Scope of Work and Deliverables

Recipient will use reasonable efforts to perform and provide the deliverables as outlined in this section ("Fellowship Program").

Recipient shall:

a. Participate fully in all Fellowship Program activities.
   Recipient shall attend a two-day in-person kickoff workshop at Stanford University, virtual learning sessions (approximately monthly), and a two-day in-person closing workshop at Stanford University.

b. Develop a project workplan and budget early during the Fellowship Program.
   The first quarter of the Fellowship period will include setting goals for the Fellowship, identifying how you want to use evidence and data to support your efforts, and aligning staff time and human resources in support of this. Participants will identify what information/data they need, where they will get it, and how they might use it. Based on the above, participants will develop a workplan and budget for implementation, and decide on a final deliverable.

c. Execute a data, evidence, or innovation project in close coordination with Stanford Impact Labs staff. During the remainder of the Fellowship, Recipient will implement the work plan. Some potential projects may include:
   - Conducting a needs assessment
   - Designing and piloting a new program or offering
   - Evaluating and improving current programs or services
   - Developing and implementing a framework to measure organizational impact
   - Building systems and approaches to enable a data-driven learning culture.
   - Collecting community or resident feedback on current services.

   As part of the fellowship, Recipient may also actively work towards building relationships, and potentially formal partnerships, with researchers.

   During this period of implementation, Recipient will have access to regular one-on-one support from Stanford Impact Labs staff and consultants. Recipient is expected to meet with Stanford Impact Labs staff and consultants at least once every month to update on progress and implementation plans.

d. Deliver a final deliverable, and a final financial report

At the end of the Fellowship, Recipient will submit the final deliverable established at the beginning of the Fellowship period. Recipient will also submit a final report on spending.

e. Fellowship Reflection

Recipient shall submit a written Fellowship Reflection to SIL staff and engage in a reflection conversation with SIL staff.

Period of Performance

The period for this Fellowship will start on Nov 30, 2023 and end on Nov 29, 2024.

Payment

Payment for Fellowship will be issued quarterly. Recipient shall submit invoices for each quarterly payment. All invoices shall be submitted using Recipient's standard invoice and will include a reference to Agreement Number [Insert Agreement Number]. Invoices and questions concerning invoice receipt or payments shall be directed to:

Sharon Beckstrand
Stanford Impact Labs
Email: sbeckst1@stanford.edu

Use of Funds

The funding is designed as flexible resources to support Recipient's participation in the Fellowship and the activities of the Fellowship Program.

The funding may only be used within the scope of the Fellowship activities and workplan. Potential costs may include (but are not limited to):

- Conducting surveys, interviews or focus groups (compensating participants, printing materials, venue costs, catering, translation services, etc.)
- Travel and accommodation for the purposes of holding surveys, interviews, or focus groups
- Engaging consultants/contractors e.g. for developing data systems or dashboards.
- Engaging existing colleagues on staff for activities related to the Fellowship project
- Hiring temporary or part-time support for Fellowship activities
- Purchasing software, licenses, or otherwise upgrading organizational data infrastructure
- Professional training related to the project (e.g. data analysis)

Funds may not be used for:

- Construction or capital improvements
- Alcoholic beverages
- Lobbying (as described by tax code)
- Indirect costs in excess of 10%

Plans to sub-grant Fellowship funds (to local chapters of umbrella organizations, for instance) must be discussed and require the prior written approval of SIL staff.

Reporting

Recipient shall complete a one-hour end-of-Fellowship debrief with SIL staff and an end-of-Fellowship written reflection.

Written reflections may capture:

- Feedback on the Fellowship programming, content, etc.
- A detailing of the effectiveness and outcomes of the Fellowship Program
- A qualitative description of ways (positive/negative/null) the Fellowship or accompanying funding supported organizational priorities
- A reflection on how skills, tools, and resources from/during Fellowship contributed or might contribute in the future to long-term organizational goals
- A discussion of progress made in addressing a challenging social problem
- Suggestions for continued engagement with their cohort, Stanford Impact Labs, and Stanford University more broadly
- Specific recommendations for improvements to the Fellowship structure or content.

The written reflections will provide input into SIL's learning agenda as to how Stanford Impact Labs can best support social sector organizations to use data and evidence to drive social change.

At the end of the Fellowship, Recipient will provide a financial report of how the resources were spent.

Intellectual Property

Recipient owns the entire right, title, and interest to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by Recipient in the performance of the Fellowship Program and funded under this Agreement ("Recipient Outputs"). Recipient shall grant Stanford an irrevocable, royalty-free, non-transferable, non-exclusive right to access Recipient Outputs for non-commercial, academic, or research purposes. Stanford Impact Labs owns materials and information about the Fellowship program activities and outputs, in accordance with SIL's learning agenda around data and evidence to address social problems.

Use of Name

Neither party shall use the other party's name, trademarks, other logos, quotes, photos or other personal information in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Collaborative Fellowship Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Confidentiality

The parties agree that only Confidential Information required for performance of the Fellowship Program shall be exchanged. Confidential Information may include documents, materials or data provided by one party to the other in writing or other tangible form and marked as "Confidential." If a disclosure is made verbally, the disclosing party shall reduce such disclosure to writing marked as "Confidential". Confidential information does not apply to research results, supporting data, or to information that:

- Is publicly available through no fault of recipient;
- Is disclosed to the recipient by a third party;
- Is already known to the recipient at time of disclosure; or
- Is developed by the recipient without reference to the Confidential Information; or
- Is required to be disclosed by law, regulation, or court order.

In the event that Confidential Information is exchanged, the parties agree to make no use of such Confidential Information except as necessary for performance of the Project or as otherwise allowed in this Agreement.

Liability

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

Laws and Regulations

Each party is subject to all local, state and federal laws and regulations applicable to its obligations under this Agreement.

Remedies and Dispute Resolution

Failure to comply with any of the terms of this Agreement shall constitute a breach of the Agreement. The breach of any terms of this Agreement shall entitle Stanford Impact Labs to appropriate remedies, including but not limited to:

- Reduction or termination of future funding installments
- Removal of the designation "xx Fellow" and the requirement that the Fellow cease using the Stanford Impact Labs name in connection with its activities.

If any dispute arises between the parties in connection with payments due under this Agreement and it cannot be resolved by mutual agreement after meetings between the parties, it will be finally settled under the JAMS Comprehensive Arbitration Rules and Procedures, by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Palo Alto, California, or at some other mutually agreeable location.

Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

Independent Contractors

Stanford and Sponsor are independent contractors and neither is an agent, joint venturer, or partner of the other.

Governing Law

This Agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement or the Research Program will be adjudicated in the State of California.

The following authorized party representatives have executed this Agreement, including all its terms and conditions.

Agreement Number:

County of Mariposa

Signature _____
Name _____
Title _____
Date _____

The Board of Trustees of the
Leland Stanford Junior University

Signature _____
Name Michiko Pate
Title Sr Director
Date 12/14/23

Read and Understood:

Signature:_____
PI Name:_____
PI Title:_____
Date:_____

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-30

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Underfill of Two (2) Vacant Full-Time Social Worker IV; Approve Allocations to Two (2) Full-Time Social Worker III; and Approve Allocations and the Overfill of One (1) Vacant Full-Time Social Worker I/II to One (1) Full-Time Social Worker III in Health and Human Services Agency (HHSA), Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

AApprove the Underfill of Two (2) Vacant Full-Time Social Worker IV; Approve Allocations to Two (2) Full-Time Social Worker III; and Approve Allocations and the Overfill of One (1) Vacant Full-Time Social Worker I/II to One (1) Full-Time Social Worker III in Health and Human Services Agency (HHSA), Effective Immediately.

Health and Human Services Agency has had several Social Worker IV vacancies in Child Welfare Services and Adult Protective Services for an extended period of time. These positions have been difficult to fill due to a minimum qualification requiring "a master's degree in Social Work from an accredited college or university or two (2) year counseling program"; while the minimum qualifications for the Social Worker III position allows a combination of experience and/or education. To meet the increasing needs of the community and expand opportunities to individuals interested in social work, it has been determined that a staffing combination of three (3) Social Worker III allocations (in lieu of two (2) Social Worker IVs and one (1) Social Worker I/II) will assist in meeting the needs of the Child Welfare and Adult Protective units at this time. If approved, there will be four Social Worker IV allocations (two filled and two vacancies) on the Child Welfare Services and Adult Protective Services teams.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is typical of the Board to review and approve an underfill and overfill of position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving these Social Worker III allocations, Health and Human Services may not be able to keep up with the demands and functions in the Social Services Division.

FINANCIAL IMPACT

There have been enough vacancies in this division to cover the salary changes of the overfill/underfill. Additionally, there will be no impact to the County General Fund.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-30

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Underfill of Two (2) Vacant Full-Time Social Worker IV; Approve Allocations to Two (2) Full-Time Social Worker III; and Approve Allocations and the Overfill of One (1) Vacant Full-Time Social Worker I/II to One (1) Full-Time Social Worker III in Health and Human Services Agency (HHSA), Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

AApprove the Underfill of Two (2) Vacant Full-Time Social Worker IV; Approve Allocations to Two (2) Full-Time Social Worker III; and Approve Allocations and the Overfill of One (1) Vacant Full-Time Social Worker I/II to One (1) Full-Time Social Worker III in Health and Human Services Agency (HHSA), Effective Immediately.

Health and Human Services Agency has had several Social Worker IV vacancies in Child Welfare Services and Adult Protective Services for an extended period of time. These positions have been difficult to fill due to a minimum qualification requiring "a master's degree in Social Work from an accredited college or university or two (2) year counseling program"; while the minimum qualifications for the Social Worker III position allows a combination of experience and/or education. To meet the increasing needs of the community and expand opportunities to individuals interested in social work, it has been determined that a staffing combination of three (3) Social Worker III allocations (in lieu of two (2) Social Worker IVs and one (1) Social Worker I/II) will assist in meeting the needs of the Child Welfare and Adult Protective units at this time. If approved, there will be four Social Worker IV allocations (two filled and two vacancies) on the Child Welfare Services and Adult Protective Services teams.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is typical of the Board to review and approve an underfill and overfill of position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving these Social Worker III allocations, Health and Human Services may not be able to keep up with the demands and functions in the Social Services Division.

FINANCIAL IMPACT

There have been enough vacancies in this division to cover the salary changes of the overfill/underfill. Additionally, there will be no impact to the County General Fund.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-31

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Revision of the Extra Help Agricultural Field Assistant Classification in the Agricultural Division; and Approve an Additional Four (4) Hourly Compensation Steps Resulting in an Hourly Salary Range of $19.38 to $23.558, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Revision of the Extra Help Agricultural Field Assistant Classification in the Agricultural Division; and Approve an Additional Four (4) Hourly Compensation Steps Resulting in an Hourly Salary Range of $19.38 to $23.558, Effective Immediately

The attached Agricultural Field Assistant accurately describes the position's characteristics, requirements, and essential functions. In addition, substitution language was added, and reasonable accommodation was added.

Second, four (4) additional steps are proposed to make a total of five (5) to assist in retaining the extra help staff while at the same time acknowledging the increased productivity gained by working in the position. The hourly range, including the existing step-1, will now span from $19.38 to $23.558.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The extra help Agricultural Field Assistant classification was created in December of 2003 (B/S Res. 03-466) and was revised later in February 2006 (B/S Res. 06-73).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this classification revision not be approved, the existing classification will not accurately communicate the details of the position. Second, incumbents will continue to be compensated at the current salary step.

FINANCIAL IMPACT

Funding for this position has been allocated for up to 1300 hours, allowing pest detection and noxious weeds contracts to be utilized more effectively.

ATTACHMENTS

1. **Revision_Comparison**
2. **Agricultural Field Assistant_DRAFT**
3. **ProposedScale_With_FiveSteps**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-31

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Revision of the Extra Help Agricultural Field Assistant Classification in the Agricultural Division; and Approve an Additional Four (4) Hourly Compensation Steps Resulting in an Hourly Salary Range of $19.38 to $23.558, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Revision of the Extra Help Agricultural Field Assistant Classification in the Agricultural Division; and Approve an Additional Four (4) Hourly Compensation Steps Resulting in an Hourly Salary Range of $19.38 to $23.558, Effective Immediately

The attached Agricultural Field Assistant accurately describes the position's characteristics, requirements, and essential functions. In addition, substitution language was added, and reasonable accommodation was added.

Second, four (4) additional steps are proposed to make a total of five (5) to assist in retaining the extra help staff while at the same time acknowledging the increased productivity gained by working in the position. The hourly range, including the existing step-1, will now span from $19.38 to $23.558.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The extra help Agricultural Field Assistant classification was created in December of 2003 (B/S Res. 03-466) and was revised later in February 2006 (B/S Res. 06-73).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this classification revision not be approved, the existing classification will not accurately communicate the details of the position. Second, incumbents will continue to be compensated at the current salary step.

FINANCIAL IMPACT

Funding for this position has been allocated for up to 1300 hours, allowing pest detection and noxious weeds contracts to be utilized more effectively.

ATTACHMENTS

1. **Revision_Comparison**
2. **Agricultural Field Assistant_DRAFT**
3. **ProposedScale_With_FiveSteps**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

(Extra Help) Agricultural Field Assistant	
Current	**Revised**
DEFINITION To assist in conducting pest detection and insect trapping programs as directed. Employees in this classification receive general supervision within a framework of well-defined policies and procedures. This job class exercises responsibility for the placement, care of, and reports for all insect traps and performs related work as required.	**DEFINITION** To assist in conducting pest detection insect trapping programs as directed and the pest management noxious weed program. Employees in this classification receive general supervision within a framework of well-defined policies and procedures. This job class exercises responsibility for the placement, care, and related reports of all insect traps.
SUPERVISION RECEIVED AND EXERCISED Deputy Commissioner/Sealer	**SUPERVISION RECEIVED AND EXERCISED** Agricultural Commissioner/Sealer, Deputy Commissioner/Sealer, Sr. Agricultural & Standards Inspector, Agricultural & Standards Inspector II/III.
EXAMPLES OF ESSENTIAL FUNCTIONS Deploy, service, rotate, and remove insect traps Maintain accurate records on insect traps including location maps and service dates Inputs information and generates computer reports Maintains inventory of trapping supplies and equipment Responds to inquiries from the public regarding pest detection program Assists California Department of Food and Agriculture personnel in special surveys Performs other related duties similar to the above in scope and function as required	**EXAMPLES OF ESSENTIAL FUNCTIONS** Deploy, service, rotate, and remove insect traps. Maintain accurate records on insect traps, including location maps and service dates. Update electronic records and generate computer reports. Maintains inventory of trapping supplies and equipment. Responds to inquiries from the public regarding pest detection programs and/or noxious weed program. Assists California Department of Food and Agriculture personnel in special surveys. Performs related duties as assigned.
EMPLOYMENT STANDARDS **Knowledge of:** The operation and use of pest detection insect trapping equipment The use of a compass and know directions for map orientation	**EMPLOYMENT STANDARDS** **Knowledge of:** Pest detection insect trapping equipment, use, and operation. Pertinent federal, state, and local laws, regulations, codes, and ordinances. GPS, compass, and map use. Safe work practices.

Ability to: Identify specific pests to be trapped Identify host plants Conduct pest detection activities on uneven surfaces under various environmental conditions Communicate effectively in both oral and written forms Understand and follow oral and written instructions Keep and maintain accurate records Prepare accurate maps marking trap locations establish and maintain effective work relationships with those contacted in the performance of required duties work independently with minimal supervision operate a personal computer and other office equipment	**Ability to:** Identify specific pests to be trapped, identify host materials, and noxious weeds to be treated. Conduct pest detection and management activities on uneven surfaces under various environmental conditions. Communicate effectively in both oral and written forms. Understand and follow oral and written instructions. Prepare clear, concise, and accurate records and reports. Prepare accurate maps marking trap locations and noxious weed locations. Establish and maintain effective work relationships with those contacted in the performance of required duties. Work independently with minimal supervision. Operate a personal computer and other office equipment. Effectively use standard word processing and spreadsheet applications.
TYPICAL WORKING CONDITIONS	**TYPICAL WORKING CONDITIONS** *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions*. Work is performed both in office and outdoor environments; exposure to cold, heat, noise, chemicals, dust, allergens, plant, animal, food material or water, petroleum products, explosive materials, mechanical hazards, and electrical hazards; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.
TYPICAL PHYSICAL REQUIREMENTS	**TYPICAL PHYSICAL REQUIREMENTS** *Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions*. Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving

	surfaces; stoop, crouch, squat, twist, kneel, climb, and bend to pick up or move heavy objects up to 50 lbs; mix and apply pesticides; crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; ability to perform tasks requiring visual color discrimination; ability to detect odors and aromas; verbal communication; use of office equipment including computers, telephones, calculators, typewriters, copiers, and facsimile machine.
MINIMUM QUALIFICATIONS **Education:** High school graduation of GED	**MINIMUM QUALIFICATIONS** *Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:* **Education:** High school diploma or GED.
Additional Requirements: Possession of a California's Driver's License. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California Driver's License within three months by signing an acknowledgment form. Ability to drive a standard transmission vehicle	**Additional Requirements:** Positions in this classification require possession of a valid California driver's license for the class of vehicle driven and meeting the County's automobile insurability requirements. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California Driver's License within three (3) months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*
This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document. Creation Date: 12/03 (03-466) Revision Date: 02/06(B/S Res. 06-73)	**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.** Creation Date: 12/03 (03-466) Revision Date: 02/06(B/S Res. 06-73)

County of Mariposa

AGRICULTURAL FIELD ASSISTANT

DEFINITION

To assist in conducting pest detection insect trapping programs as directed and the pest management noxious weed program. Employees in this classification receive general supervision within a framework of well-defined policies and procedures. This job class exercises responsibility for the placement, care, and related reports of all insect traps.

SUPERVISION RECEIVED AND EXERCISED

Agricultural Commissioner/Sealer, Deputy Commissioner/Sealer, Sr. Agricultural & Standards Inspector, Agricultural & Standards Inspector II/III.

EXAMPLES OF ESSENTIAL FUNCTIONS

Deploys, services, rotates, and removes insect traps.

Maintains accurate records on insect traps, including location maps and service dates.

Updates electronic records and generates computer reports.

Maintains inventory of trapping supplies and equipment.

Responds to inquiries from the public regarding pest detection programs and/or noxious weed program.

Assists California Department of Food and Agriculture personnel in special surveys.

Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

Pest detection insect trapping equipment, use, and operation.

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

GPS, compass, and map use.

Safe work practices.

Ability to:

Identify specific pests to be trapped, identify host materials, and noxious weeds to be treated.

Conduct pest detection and management activities on uneven surfaces under various environmental conditions.

Communicate effectively in both oral and written forms.

Understand and follow oral and written instructions.

Prepare clear, concise, and accurate records and reports.

Prepare accurate maps marking trap locations and noxious weed locations.

Establish and maintain effective work relationships with those contacted in the performance of required duties.

Work independently with minimal supervision.

Operate a personal computer and other office equipment.

Effectively use standard word processing and spreadsheet applications.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed both in office and outdoor environments; exposure to cold, heat, noise, chemicals, dust, allergens, plant, animal, food material or water, petroleum products, explosive materials, mechanical hazards, and electrical hazards; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces; stoop, crouch, squat, twist, kneel, climb, and bend to pick up or move heavy objects up to 50 lbs; mix and apply pesticides; crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; ability to perform tasks requiring visual color discrimination; ability to detect odors and aromas; verbal communication; use of office equipment including computers, telephones, calculators, typewriters, copiers, and facsimile machine.

MINIMUM QUALIFICATIONS

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

Education:

High school diploma or GED.

Additional Requirements:

Positions in this classification require possession of a valid California driver's license for the

class of vehicle and meeting the County's automobile insurability requirements. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California Driver's License within three (3) months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

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

Creation Date: 12/03 (03-466)
Revision Date: 02/06(B/S Res. 06-73)

Extra Help Agricultural Field Assistant	Step 1	$ 19.380
Proposed	Step 2	$ 20.349
(The addition of steps 2-5 to aid in	Step 3	$ 21.367
retention of staff)	Step 4	$ 22.436
	Step 5	$ 23.558

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-32

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Allocation of One (1) Fiscal Officer I/II Position in the Health and Human Services Agency department, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of One (1) Fiscal Officer I/II Position in the Health and Human Services Agency department, Effective Immediately.

Currently there are two separate teams supporting fiscal functions for Administration and Human Services, and Health Division operations--both reporting to the Division Director of Administrative Services. By adding a Fiscal Officer I/II allocation, fiscal operations would be restructured so the separate fiscal teams would report directly to the Fiscal Officer I/II; therefore, enabling efficient management of financial operations for all divisions within the Health and Human Services Agency: Administration, Health Services, and Human Services.

On a day-to-day basis, this allocation will support agency budgeting, planning and projections, financial reporting, and compliance with financial regulations for all programs managed by Health and Human Services Agency. This allocation will also serve in an advisory role to the Health & Human Services Director for matters related to financial operations for the Agency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is typical of the Board to review and approve new allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving this allocation, Health and Human Services fiscal teams will continue to work independently and would not benefit from one combined approach which can improve collaboration and efficiencies.

FINANCIAL IMPACT

There are enough salary savings in the budget to support this position for the remainder of the fiscal year. Additionally, there will be no impact to the County General Fund.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	

MARIPOSA COUNTY

Board of Supervisors

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ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-33

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Two-Year Memorandum of Understanding Between Mariposa County and Mariposa County Sheriffs Management Association (SMA) effective January 1, 2025, to December 31, 2026; 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

RECOMMENDATION AND JUSTIFICATION

Approve a Two-Year Memorandum of Understanding Between Mariposa County and Mariposa County Sheriffs Management Association (SMA) effective January 1, 2025, to December 31, 2026; 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.

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 several closed sessions with the Board of Supervisors, a successful Tentative Agreement was reached, which includes:

- The agreement has undergone various updates and additions, including, but not limited to:
    1. Compensation Updates:
        1. Wage increases for 2025 and 2026 based on CPI and county revenue growth, with specified minimum and maximum percentages (language carried over from the previous agreement).
        2. Removes Article 6.1.2 *Market Equity Adjustment* language.
        3. Transition from monthly to biweekly payroll starting January 2026.
        4. Adjustments in standby compensation, shift differentials, and uniform allowances.
        5. Update to Appendix A to reflect base salary rates upon which increases are based for the term of the agreement.
    2. Benefits Adjustments:
        1. Article 6.4.1.2 updated to conform to existing practices with respect to the County's contribution for active employee medical insurance benefits.
        2. Flexible benefit allowance increases for the term of the agreement.
        3. Revised flexible benefit allowance with changes to non-participant rates and a

grandfather clause for existing employees, including for eligible employees that promote to SMA represented positions.
    4. Percentage increases to longevity pay tiers based on years of continuous service.
3. Leave Policies:
    1. Updates to specific scheduling of cash-out options language.
    2. Article 8.2.2 updated Sick Leave language to clarify what Sick Leave may be sued for.
    3. Article 8.2.5 - Bereavement Leave updated to better reflect statutory requirements of such leave.
    4. Article 8.2.9 - Military Leave updated to reflect current standards for notification requirements to employer.
    5. Increases Administrative Leave days available to employees from 60 to 96 hours to match MCMCO's rate.
4. Holidays:
    1. Removal language stating, "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." Note that Thanksgiving Day is referenced as a holiday before this language.
    2. Addition of a personal holiday.
    3. Clarifies language surrounding additional holidays.
5. Education and Training:
    1. Percentage increases to POST Certificate and Educational Incentive Plan.
    2. Adjustments to travel allowances, aligning with U.S. General Services Administration (GSA) per diem rates.
6. Miscellaneous
    1. Article 1 - Recognition updated to include additional positions recognized by the County.
    2. Article 8.1.1 - Exempt Classifications adds Sheriff's Lieutenant-Patrol position to existing list of positions.
    3. Article 9.2 adds the positions of Supervising Probation Officer and Sheriff's Lieutenant-Patrol.

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

1. v3DRAFT - SMA MOU 2024-2026_

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	

MARIPOSA COUNTY

Board of Supervisors

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grandfather clause for existing employees, including for eligible employees that promote to SMA represented positions.
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BACKGROUND AND HISTORY OF BOARD ACTIONS

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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

1. v3DRAFT - SMA MOU 2024-2026_

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

MEMORANDUM OF UNDERSTANDING

BETWEEN

MARIPOSA COUNTY

and

MARIPOSA COUNTY
SHERIFFS' MANAGEMENT ASSOCIATION

JANUARY 1, 2025 – DECEMBER 31, 2026

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:

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

Effective January 1, 2025 and January 1, 2026 respectively, salary increases 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 2023-24 and 2024-25 for the Year 2 salary adjustment.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments Effective as of the first full month starting January 2026, employees will transition from a monthly to a biweekly payroll schedule.

Each biweekly pay period will begin on Sunday and conclude on Saturday 14 days thereafter. The regularly scheduled payday shall be on the first Friday following the end of the pay period. Where a regular payday falls on a holiday, the payment will be disbursed on the preceding workday.

Overtime compensation, when applicable, will be paid on the regular payday for the pay period in which the employee's defined workweek or work period ended.

For employees whose compensation is defined on an annual (rather than hourly) basis, biweekly salary shall be calculated by dividing annual salary by twenty-six (26) biweekly pay periods. Employees whose compensation is defined on an hourly basis shall be paid for hours worked in a biweekly pay period.

All payroll reductions will be evenly distributed across 26 biweekly pay periods in a year.

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 January 1, 2025, employees assigned to stand-by duty shall receive three dollars ($3.00) 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. Effective January 1, 2025, employees shall receive shift differential as follows:

6.3.2.01 – One dollar ($1.00) 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 and fifty cents ($1.50) 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 $.45 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, shall be One Thousand and Fifty Dollars ($1,050) per fiscal year.

6.3.4.2 - The County shall pay the uniform allowance to employees on a monthly basis. Effective as of the first full month starting January 2026, the County shall pay the uniform allowance to employees on a biweekly 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 Active Employee Medical Insurance Benefits. The County's monthly contribution for medical insurance benefits is governed by Government Code Section 22892 and shall be $500 per active employee qualifying under the Public Employees' Medical and Hospital Care Act ("PEMHCA").

6.4.1.2.1 – County's Contribution for Annuitant Medical Insurance Benefits (Retiree Medical).
The County's monthly contribution for post-retirement medical insurance benefits for employees hired before May 1, 2007, is governed by Government Code Section 22892 and shall be $500 per annuitant for individuals who qualify as annuitants under PEMHCA.

The County's monthly contribution for post-retirement medical insurance benefits for employees hired on or after May 1, 2007, and employees subject to the statutory vesting schedule, who qualify as annuitants under PEMHCA, is governed by Government Code 22893.

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 12/1/2024	Effective 12/1/2025
Participant	$1,474.00	$1,474.00

Effective upon Board of Supervisors approval of the new MOU, the following modifications are made to the Flexible Benefit Allowance as outlined in Section 6.4.1.6:

1. **Discontinuation of Non-Participant Rate for New Members**: Commencing the first pay period following Board of Supervisor approval of the new MOU, the non-participant rate in the Flexible Benefit Allowance will no longer be available to new employees who do not elect to participate in the County's medical insurance benefits program.

2. **Grandfather Provision for Current Non-Participants**: Existing employees as of the date the Board of Supervisors approves the new MOU, who are receiving the non-participant rate, will continue to do so under the grandfather clause. This rate shall be maintained at $814.62 and remain in effect until they choose to participate in the County's insurance benefits program, or upon their separation from County service, whether voluntary or involuntary.

3. **Forfeiture of Grandfathered Rate upon Change in Status**: If a grandfathered non-participant elects to participate in the County's insurance benefits program or experiences a separation from County service, they forfeit the right to revert to the grandfathered non-participant rate in the future. This means that upon any such change, if the employee later becomes a non-participant in the County's insurance benefits program again, they will not be eligible for the previously grandfathered rate. Grandfathered employees who undergo a temporary interruption in service (e.g., leave of absence) but do not elect to participate in the County's insurance benefits program during or prior to the interruption, will retain their eligibility for the grandfathered non-participant rate upon return to service.

4. ***Retention of Grandfathered Non-Participant Rate for Promotions from DSA to SMA:***

a. ***Eligibility for Retention of Grandfathered Rate:*** *Employees who are members of the Deputy Sheriff's Association (DSA) and hold a grandfathered non-participant rate under the DSA MOU at the time of their promotion to a Sheriff's Management Association (SMA) position shall retain their grandfathered non-participant rate at the rate of $644.00. This rate shall remain in effect as long as they meet the terms and conditions outlined in this agreement for maintaining the grandfathered rate.*

b. ***Terms and Conditions for Retention:*** *Promoted employees retaining the grandfathered non-participant rate under the SMA MOU shall be subject to the same terms and conditions for maintaining or forfeiting the rate, as outlined in Sections 2 and 3 of this agreement, including but not limited to: The rate is forfeited if the employee elects to participate in the County's insurance benefits program or separates from County service. Temporary interruptions in service (e.g., leave of absence) without election into the County's insurance benefits program will not disqualify the employee from retaining their grandfathered rate upon return to service.*

c. ***No Reversion After Forfeiture:*** *If a promoted employee forfeits the grandfathered non-participant rate by electing to participate in the County's insurance benefits program or due to separation from County service, they will not be eligible to revert to the grandfathered rate in the future, consistent with Section 3 of this agreement.*

5. **Administration and Compliance**: All provisions of this amendment shall be administered in line with the County's Section 125 Plan. Employees are required to comply with the prescribed election procedures of the Plan.

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 employees covered by this Memorandum of Understanding. Effective January 1, 2025, the following longevity pay amounts shall apply:

6.4.5.1 - For ten (10) years of continuous service, a five percent (5%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, an additional five percent (5%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 – For twenty (20) years of continuous service, employees shall receive an additional five percent (5%) pay increase (15% total) to be effective on the twentieth anniversary date of the employee.

Longevity pay shall be granted in addition to 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 – POST Certificate and Educational Incentive Plan

6.5.1 – Effective January 1, 2025, employees in possession of an Intermediate POST certificate shall be compensated an additional three and one-half percent (3.5%) above the base pay.

6.5.2 - Effective January 1, 2025, employees in possession of an Advanced POST certificate shall be compensated an additional three and one-half percent (3.5%) above the base pay.

6.5.3 - Effective January 1, 2025, employees in possession of a Supervisory POST Certificate shall be compensated an additional three and one-half percent (3.5%) above base pay.

6.5.4 - Effective January 1, 2025, employees in possession of a Management POST Certificate shall be compensated an additional three and one-half percent (3.5%) above base pay.

6.5.5 – Effective January 1, 2025, employees in possession of a Supervisory STC Certificate shall be compensated at three and one-half percent (3.5%) above base pay.

6.5.6 – Effective January 1, 2025, employees in possession of a Management STC Certificate shall be compensation an additional three and one-half percent (3.5%) above base pay.

6.5.7 – Employees who possess both a Supervisory POST certificate and a Supervisory STC certificate will receive educational pay for only one certificate. Employees who possess both a Management POST certificate and a Management STC certificate will receive educational 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 Lieutenant-Patrol
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 must submit an irrevocable election form by December 15 of the year prior to the cash-out year and annually by December 15 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 for the following purposes:

a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or a close family member;
b. To remain in paid status during bereavement leave as described in Section 8.3.4; or
c. For any other purpose described in California Labor Code section 246.5.

For purposes of this section "close family member" means any of the following: an employee's child (regardless of age or dependency status); a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or another designated person identified by the employee at or before the time the employee requests sick leave. An employee may identify only one designated person in a 12-month period.

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.

8.2.5 - Bereavement Leave In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry 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 as soon as possible 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 ninety-six (96) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.2.13 - 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

Section 9.1 – The Jail Lieutenant, Custodial Sergeant, and Sheriff's Sergeant-Patrol classifications shall receive fourteen (14) paid holidays per year (twelve [12] 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 Jail Lieutenant, Custodial Sergeant, and Sheriff's Sergeant–Patrol classifications are currently not receiving paid time off for the fourteen (14) holidays referenced above, the County agrees to provide 112 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 112 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 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 112 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 remaining 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 hours toward that particular day to bring the paid leave time up to 10 hours for the absence.

The 112 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 Supervising Probation Officer, Assistant Chief Probation Officer, Sheriff's Lieutenant-Patrol, 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. July 4th, known as "Independence Day"
8. First Monday in September, known as "Labor Day"
9. 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 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, 10 and 13 above occurs.

15. 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, 10 and 13 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 two personal holidays 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 an additional holiday the last working day before or the first working day after any County legal holiday subject to the employee’s choice and prior approval by the employee’s department head.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - Travel Expenses Effective January 1, 2025, all travel allowances will be set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A -- General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA’s frequently asked questions, per diem page for answers to common questions.

Section 10.2 – Travel Policy Exclusions

Employees who travel for education and training undertaken at the employee’s request and/or for the employee’s own professional development that is not mandated by the Sheriff’s Department and/or the County (e.g., Professional Development Pathway, academy to become a Deputy Sheriff, etc.) are not eligible for mileage reimbursement, meal per diem/ reimbursement, or other travel-related reimbursement under this article.

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 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, 2025, and shall continue in full force and effect through December 31, 2026, 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 21st day of January 2025 by the Board of Supervisors, County of Mariposa.

For the County

Rosemarie Smallcombe, Chair
Board of Supervisors

Date: _____

Shelline K. Bennett
County Negotiator

Date: _____

Approved as to Form:

Walter W. Wall
County Counsel

For the Association

Wes Smith
President
Sheriffs' Management Association

Date: _____

Timothy K. Talbot
Association Negotiator

Date: _____

Jacob Bobman
Sheriff's Captain

Date: _____

Kevin Packard
Undersheriff

Date: _____

APPENDIX A

Job Classifications and Salary Grade/Step Table

These salaries are effective 1/1/2025. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

Position Name and Step	Grade Code	Hourly Rate	Monthly Rate	Annual Rate
Assistant Chief Probation Officer Step 1	GR557	50.577	8,766.680	105,200.16
Assistant Chief Probation Officer Step 2	GR557	53.107	9,205.214	110,462.560
Assistant Chief Probation Officer Step 3	GR557	55.765	9,665.934	115,991.200
Assistant Chief Probation Officer Step 4	GR557	58.551	10,148.840	121,786.080
Assistant Chief Probation Officer Step 5	GR557	61.477	10,656.014	127,872.160
Custodial Sergeant Step 1	GR550	36.479	6,323.027	75,876.320
Custodial Sergeant Step 2	GR550	38.305	6,639.534	79,674.400
Custodial Sergeant Step 3	GR550	40.233	6,973.720	83,684.640
Custodial Sergeant Step 4	GR550	42.228	7,319.520	87,834.240
Custodial Sergeant Step 5	GR550	44.340	7,685.600	92,227.200
Jail Lieutenant Step 1	GR552	45.829	7,943.694	95,324.320
Jail Lieutenant Step 2	GR552	48.119	8,340.627	100,087.520
Jail Lieutenant Step 3	GR552	50.525	8,757.667	105,092.000
Jail Lieutenant Step 4	GR552	53.052	9,195.680	110,348.160
Jail Lieutenant Step 5	GR552	55.703	9,655.187	115,862.240
Sheriff Lieutenant Patrol Step 1	GR553	48.099	8,337.160	100,045.920
Sheriff Lieutenant Patrol Step 2	GR553	50.503	8,753.854	105,046.240
Sheriff Lieutenant Patrol Step 3	GR553	53.029	9,191.694	110,300.320
Sheriff Lieutenant Patrol Step 4	GR553	55.680	9,651.200	115,814.400
Sheriff Lieutenant Patrol Step 5	GR553	58.465	10,133.934	121,607.200
Sheriff's Captain Step 1	GR556	54.389	9,427.427	113,129.120
Sheriff's Captain Step 2	GR556	57.108	9,898.720	118,784.640
Sheriff's Captain Step 3	GR556	59.963	10,393.587	124,723.040
Sheriff's Captain Step 4	GR556	62.961	10,913.240	130,958.880
Sheriff's Captain Step 5	GR556	66.110	11,459.067	137,508.800
Sheriff's Sergeant Step 1	GR551	42.778	7,414.854	88,978.240
Sheriff's Sergeant Step 2	GR551	44.920	7,786.134	93,433.600
Sheriff's Sergeant Step 3	GR551	47.162	8,174.747	98,096.960
Sheriff's Sergeant Step 4	GR551	49.518	8,583.120	102,997.440
Sheriff's Sergeant Step 5	GR551	51.995	9,012.467	108,149.600
Sheriff's Undersheriff Step 1	GR555	62.388	10,813.920	129,767.040

Sheriff's Undersheriff Step 2	GR555	65.513	11,355.587	136,267.040
Sheriff's Undersheriff Step 3	GR555	68.788	11,923.254	143,079.040
Sheriff's Undersheriff Step 4	GR555	72.230	12,519.867	150,238.400
Sheriff's Undersheriff Step 5	GR555	75.838	13,145.254	157,743.040
Supervising Probation Officer Step 1	GR558	42.778	7,414.854	88,978.240
Supervising Probation Officer Step 2	GR558	44.920	7,786.134	93,433.600
Supervising Probation Officer Step 3	GR558	47.162	8,174.747	98,096.960
Supervising Probation Officer Step 4	GR558	49.518	8,583.120	102,997.440
Supervising Probation Officer Step 5	GR558	51.995	9,012.467	108,149.600

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-34

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Two-Year Memorandum of Understanding (MOU) Between Mariposa County and Mariposa County Deputy Sheriffs Association (DSA) Effective January 1, 2025, to December 31, 2026; Authorize the Auditor to Increase Appropriations to Each Affected Budget Units in Order to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Two-Year Memorandum of Understanding (MOU) Between Mariposa County and Mariposa County Deputy Sheriffs Association (DSA) Effective January 1, 2025 to December 31, 2026; Authorize the Auditor to Increase Appropriations to Each Affected Budget Units in Order to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign 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 several closed sessions with the Board of Supervisors, a successful Tentative Agreement was reached which includes:

The agreement has undergone various updates and additions, including, but not limited to:

1. Compensation Updates:
    1. Wage increases for 2025 and 2026 based on CPI and county revenue growth, with specified minimum and maximum percentages (language carried over from the previous agreement).
    2. Removes Article 6.1.2 *Market Equity Adjustment* language.
    3. Transition from monthly to biweekly payroll starting January 2026.
    4. Adjustments in standby compensation, shift differentials, and uniform allowances.
    5. Update to Appendix A to reflect base salary rates upon which increases are based for the term of the agreement.
2. Benefits Adjustments:
    1. Article 6.4.1.2 updated to conform to existing practices with respect to the County's contribution for active employee medical insurance benefits.
    2. Flexible benefit allowance increases for all tiers in 2025 and only for Employee +1 and Family tiers in 2026.
    3. Revised flexible benefit allowance with changes to non-participant rates and a

grandfather clause for existing employees.
    4. Percentage increases to longevity pay tiers based on years of continuous service.
3. Leave Policies:
    1. Updates to specific scheduling of cash-out options language.
    2. Article 8.2.2 updated Sick Leave language to clarify what Sick Leave may be sued for.
    3. Article 8.2.3 - Bereavement Leave updated to better reflect statutory requirements of such leave.
    4. Article 8.2.7 - Military Leave updated to reflect current standards for notification requirements to employer.
4. Holidays:
    1. Removal language stating, "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."
    2. Addition of a personal holiday.
    3. Clarifies language surrounding additional holidays.
5. Education and Training:
    1. Increase in continuing education reimbursement limits.
    2. Percentage increases to POST certificate pay.
    3. Adjustments to travel allowances, aligning with U.S. General Services Administration (GSA) per diem rates.

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

1. DRAFTv2 DSA MOU 2024-2026 Final_

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

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    3. Revised flexible benefit allowance with changes to non-participant rates and a

grandfather clause for existing employees.
    4. Percentage increases to longevity pay tiers based on years of continuous service.
3. Leave Policies:
    1. Updates to specific scheduling of cash-out options language.
    2. Article 8.2.2 updated Sick Leave language to clarify what Sick Leave may be sued for.
    3. Article 8.2.3 - Bereavement Leave updated to better reflect statutory requirements of such leave.
    4. Article 8.2.7 - Military Leave updated to reflect current standards for notification requirements to employer.
4. Holidays:
    1. Removal language stating, "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."
    2. Addition of a personal holiday.
    3. Clarifies language surrounding additional holidays.
5. Education and Training:
    1. Increase in continuing education reimbursement limits.
    2. Percentage increases to POST certificate pay.
    3. Adjustments to travel allowances, aligning with U.S. General Services Administration (GSA) per diem rates.

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

1. DRAFTv2 DSA MOU 2024-2026 Final_

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

MEMORANDUM OF UNDERSTANDING

BETWEEN

MARIPOSA COUNTY

and

MARIPOSA COUNTY DEPUTY SHERIFFS' ASSOCIATION

JANUARY 1, 2025 – DECEMBER 31, 2026

MEMORANDUM OF UNDERSTANDING
MARIPOSA COUNTY DEPUTY SHERIFFS' 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 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:

Effective January 1, 2025 and January 1, 2026 respectively, salary increases 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 2023-24 and 2024-25 for the Year 2 salary adjustment.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments Effective as of the first full month starting January 2026, employees will transition from a monthly to a biweekly payroll schedule.

Each biweekly pay period will begin on Sunday and conclude on Saturday 14 days thereafter. The regularly scheduled payday shall be on the first Friday following the end of the pay period. Where a regular payday falls on a holiday, the payment will be disbursed on the preceding workday.

Overtime compensation, when applicable, will be paid on the regular payday for the pay period in which the employee's defined workweek or work period ended.

For employees whose compensation is defined on an annual (rather than hourly) basis, biweekly salary shall be calculated by dividing annual salary by twenty-six (26) biweekly pay periods. Employees whose compensation is defined on an hourly basis shall be paid for hours worked in a biweekly pay period.

All payroll reductions will be evenly distributed across 26 biweekly pay periods in a year.

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.

Effective January 1, 2025, employees assigned to stand-by duty shall receive three dollars ($3.00) 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. Effective January 1, 2025, employees shall receive shift differential as follows:

6.3.2.01 – One dollar ($1.00) 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 and fifty cents ($1.50) 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 $.45 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. Effective as of the first full month starting January 2026, the County shall pay the uniform allowance to employees on a biweekly 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 Active Employee Medical Insurance Benefits. The County's monthly contribution for medical insurance benefits is governed by Government Code Section 22892 and shall be $500 per active employee qualifying under the Public Employees' Medical and Hospital Care Act ("PEMHCA").

6.4.1.2.1 – County's Contribution for Annuitant Medical Insurance Benefits (Retiree Medical).
The County's monthly contribution for post-retirement medical insurance benefits for employees hired before May 1, 2007, is governed by Government Code Section 22892 and shall be $500 per annuitant for individuals who qualify as annuitants under PEMHCA.

The County's monthly contribution for post-retirement medical insurance benefits for employees hired on or after May 1, 2007, and employees subject to the statutory vesting schedule, who qualify as annuitants under PEMHCA, is governed by Government Code 22893.

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	
	12/1/2024	12/1/2025
Employee only	$895.40	$895.40
Employee +1	$1,117.60	$1,173.48
Family	$1,322.20	$1,388.31

Effective upon Board of Supervisors approval of the new MOU, the following modifications are made to the Flexible Benefit Allowance as outlined in Section 6.4.1.6:

1. **Discontinuation of Non-Participant Rate for New Members**: Commencing the first pay period following Board of Supervisor approval of the new MOU, the non-participant rate in the Flexible Benefit Allowance will no longer be available to new employees who do not elect to participate in the County's medical insurance benefits program.
2. **Grandfather Provision for Current Non-Participants**: Existing employees as of the date the Board of Supervisors approves the new MOU, who are receiving the non-participant rate, will continue to do so under the grandfather clause. This rate shall be maintained at $664.00 and remain in effect until they choose to participate in the County's insurance benefits program, or upon their separation from County service, whether voluntary or involuntary.
3. **Forfeiture of Grandfathered Rate upon Change in Status**: If a grandfathered non-participant elects to participate in the County's insurance benefits program or experiences a separation from County service, they forfeit the right to revert to the grandfathered non-participant rate in the future. This means that upon any such change, if the employee later becomes a non-participant in the County's insurance benefits program again, they will not be eligible for the

previously grandfathered rate. Grandfathered employees who undergo a temporary interruption in service (e.g., leave of absence) but do not elect to participate in the County's insurance benefits program during or prior to the interruption, will retain their eligibility for the grandfathered non-participant rate upon return to service.

Administration and Compliance: All provisions of this amendment shall be administered in line with the County's Section 125 Plan. Employees are required to comply with the prescribed election procedures of the Plan.

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 employees covered by this Memorandum of Understanding. Effective January 1, 2025, the following longevity pay amounts shall apply:

6.4.5.1 - For ten (10) years of continuous service, a five percent (5%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, an additional five percent (5%) pay increase (10% total) to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 - For twenty (20) years of continuous service, an additional five percent (5%) pay increase (15% total) to be effective on the twentieth anniversary date of the employee.

Longevity pay shall be granted in addition to 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 – POST Certificate Pay

Employees holding the classifications of Sheriff's Deputy, Sheriff's Detective and District Attorney Investigator shall receive POST certificate pay as follows.

6.5.1 – Effective January 1, 2025, employees in possession of an Intermediate POST certificate shall be compensated an additional three and one-half percent (3.5%) of base pay.

6.5.2 - Effective January 1, 2025, employees in possession of an Advanced POST certificate shall be compensated an additional three and one-half percent (3.5%) of base pay for a total sum of seven percent (7%) of base pay.

Section 6.6 – Continuing Education Expenses

County shall provide reimbursement of employees' expenses for continuing education at an amount not to exceed $250 per semester with a $500 cap per fiscal year. Claims shall be submitted through the Department Head for approval.

Section 6.7 - Resident Pay

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

Section 6.8 - 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 6.9 – 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 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 must submit an irrevocable election form by December 15 of the year prior to the cash-out year and annually by December 15 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 for the following purposes:

a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or a close family member;
b. To remain in paid status during bereavement leave as described in Section 8.3.4; or
c. For any other purpose described in California Labor Code section 246.5.

For purposes of this section "close family member" means any of the following: an

employee's child (regardless of age or dependency status); a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or another designated person identified by the employee at or before the time the employee requests sick leave. An employee may identify only one designated person in a 12-month period.

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.

8.2.3 - Bereavement Leave In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry 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 as soon as possible 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) 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 holidays listed in section 9.1, the County agrees to provide 112 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 112 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 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 112 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 remaining 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 hours toward that particular day to bring the paid leave time up to 10 hours for the absence.

The 112 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”

6. July 4th, known as “Independence Day”

7. First Monday in September, known as “Labor Day”

8. Second Monday in October, known as “Columbus Day”

9. November 11th, known as “Veterans Day”

10. Thanksgiving Day

11. The day after Thanksgiving Day

12. December 25th, known as “Christmas Day”

13. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 6, 9 and 12 occurs.

14. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 6, 9 and 12 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 two personal holidays 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 an additional holiday the last working day before or the first working day after any County legal holiday subject to the employee's choice and prior approval by the employee's department head.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 – Travel Expenses Effective January 1, 2025, all travel allowances will be set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A -- General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA's frequently asked questions, per diem page for answers to common questions.

Section 10.2 – Travel Policy Exclusions

Employees who travel for education and training undertaken at the employee's request and/or for the employee's own professional development that is not mandated by the Sheriff's Department and/or the County (e.g., Professional Development Pathway, academy to become a Deputy Sheriff, etc.) are not eligible for mileage reimbursement, meal per diem/ reimbursement, or other travel-related reimbursement under this article.

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 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, 2025, and shall continue in full force and effect through December 31, 2026, 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 21st day of January 2025 by the Board of Supervisors, County of Mariposa.

For the County	For the Association
Rosemarie Smallcombe, Chair Board of Supervisors	Nicholas Harrison, President, Deputy Sheriffs' Association
Date: _____	Date: _____
Shelline K. Bennett County Negotiator Liebert Cassidy Whitmore	Timothy K. Talbot Association Negotiator Rains Lucia Stern St. Phalle & Silver

Date: _____ Date: _____

Approved as to Form:

_____
Walter W. Wall
County Counsel

APPENDIX A

Job Classifications and Salary Grade/Step Table

These salaries are effective 1/1/2025. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

Position Name and Step	Grade Code	Hourly Rate	Monthly Rate	Annual Rate
Custodial Deputy Step 1	GR504	29.872	5,177.814	62,133.760
Custodial Deputy Step 2	GR504	31.367	5,436.947	65,243.360
Custodial Deputy Step 3	GR504	32.937	5,709.080	68,508.960
Custodial Deputy Step 4	GR504	34.582	5,994.214	71,930.560
Custodial Deputy Step 5	GR504	36.312	6,294.080	75,528.960
Deputy Probation Officer I Step 1	GR510	27.925	4,840.334	58,084.000
Deputy Probation Officer I Step 2	GR510	29.322	5,082.480	60,989.760
Deputy Probation Officer I Step 3	GR510	30.789	5,336.760	64,041.120
Deputy Probation Officer I Step 4	GR510	32.326	5,603.174	67,238.080
Deputy Probation Officer I Step 5	GR510	33.943	5,883.454	70,601.440
Deputy Probation Officer II Step 1	GR510	32.361	5,609.240	67,310.880
Deputy Probation Officer II Step 2	GR510	33.975	5,889.000	70,668.000
Deputy Probation Officer II Step 3	GR510	35.672	6,183.147	74,197.760
Deputy Probation Officer II Step 4	GR510	37.457	6,492.547	77,910.560
Deputy Probation Officer II Step 5	GR510	39.333	6,817.720	81,812.640
Deputy Probation Officer III Step 1	GR508	36.475	6,322.334	75,868.000
Deputy Probation Officer III Step 2	GR508	38.304	6,639.360	79,672.320
Deputy Probation Officer III Step 3	GR508	40.220	6,971.467	83,657.600
Deputy Probation Officer III Step 4	GR508	42.228	7,319.520	87,834.240
Deputy Probation Officer III Step 5	GR508	44.339	7,685.427	92,225.120
District Attorney Investigator I Step 1	GR505	37.585	6,514.734	78,176.800
District Attorney Investigator I Step 2	GR505	39.466	6,840.774	82,089.280
District Attorney Investigator I Step 3	GR505	41.439	7,182.760	86,193.120
District Attorney Investigator I Step 4	GR505	43.508	7,541.387	90,496.640
District Attorney Investigator I Step 5	GR505	45.686	7,918.907	95,026.880
District Attorney Investigator II Step 1	GR505	41.344	7,166.294	85,995.520
District Attorney Investigator II Step 2	GR505	43.411	7,524.574	90,294.880
District Attorney Investigator II Step 3	GR505	45.581	7,900.707	94,808.480
District Attorney Investigator II Step 4	GR505	47.861	8,295.907	99,550.880
District Attorney Investigator II Step 5	GR505	50.254	8,710.694	104,528.320
Probation Corrections Officer Step 1	GR509	28.991	5,025.107	60,301.280
Probation Corrections Officer Step 2	GR509	30.440	5,276.267	63,315.200
Probation Corrections Officer Step 3	GR509	31.964	5,540.427	66,485.120
Probation Corrections Officer Step 4	GR509	33.565	5,817.934	69,815.200

Probation Corrections Officer Step 5	GR509	35.240	6,108.267	73,299.200
Sheriff's Bailiff Step 1	GR500	34.013	5,895.587	70,747.040
Sheriff's Bailiff Step 2	GR500	35.715	6,190.600	74,287.200
Sheriff's Bailiff Step 3	GR500	37.501	6,500.174	78,002.080
Sheriff's Bailiff Step 4	GR500	39.378	6,825.520	81,906.240
Sheriff's Bailiff Step 5	GR500	41.346	7,166.640	85,999.680
Sheriff's Deputy Step 1	GR501	34.013	5,895.587	70,747.040
Sheriff's Deputy Step 2	GR501	35.715	6,190.600	74,287.200
Sheriff's Deputy Step 3	GR501	37.501	6,500.174	78,002.080
Sheriff's Deputy Step 4	GR501	39.378	6,825.520	81,906.240
Sheriff's Deputy Step 5	GR501	41.346	7,166.640	85,999.680
Sheriff's Detective Step 1	GR502	34.013	5,895.587	70,747.040
Sheriff's Detective Step 2	GR502	35.715	6,190.600	74,287.200
Sheriff's Detective Step 3	GR502	37.501	6,500.174	78,002.080
Sheriff's Detective Step 4	GR502	39.378	6,825.520	81,906.240
Sheriff's Detective Step 5	GR502	41.346	7,166.640	85,999.680

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive a Presentation and Update on the Oracle Enterprise Resource Planning (ERP) System

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation and Update on the Oracle Enterprise Resource Planning (ERP) System.

Administration has committed to providing quarterly updates on the Oracle ERP system. The last presentation was on October 15, 2024, so it is time.

In this presentation we plan to highlight recent successes and current and upcoming projects. In other words, we will be sharing what we have done, what we are doing, and what we will be doing next.

The attached presentation will serve as the only advance materials for this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

May 5, 2020, the Board approved the contract with Oracle and Graviton Consulting Partners
July 1, 2021, Mariposa County went live with the Enterprise Resource Planning system

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The board could choose not to hear the presentation, and therefore not receive an update on the ERP project.

FINANCIAL IMPACT

None

ATTACHMENTS

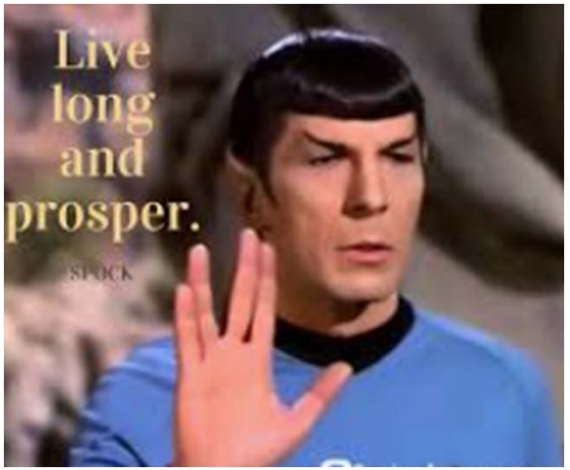
1. **ERP Update 1.21.25**
2. **ERP Update 10.15.24**
3. **ERP Feedback Slides 10.15.24**

Enterprise Resource Planning (ERP) "Enterprise" State of the System

January 21, 2025

Agenda – Departmental Responses to the Following Questions

- Recent accomplishments
- Current areas of focus
- Future projects and projected timeline



Recent Accomplishments

1. General Services Administration (GSA) variable per diem rates
2. Redwood timecards that sort projects and tasks automatically
3. Benefit enrollment in Oracle
4. Onboarding – new process
5. Report-driven fund balance calculations
6. Invoice document recognition scanning
7. Distribution sets for cash receipts
8. Guidelines and instructions organized and clearly labeled
9. Guided learning implementation
10. Monthly Oracle training and discussion representation
11. Payables periods are now being closed on a consistent and timely basis
12. Dedicating time to address outstanding payables checks
13. We are refining our practices instead of developing them
14. Auto-notifications for W-9 updates

Accomplishments 2024 Fun Facts

1. 27,168 invoices
2. 11,472 payments totaling $98,059,497.05 (ACH and check)
3. 5,480 transactions on US Bank Cal Cards totaling $1,112,757.62
4. 5,816 expense reports totaling $1,324,667.04
5. 2,338 purchase orders totaling $33,481,004.26

Current Areas of Focus

1. Accounts Receivable
2. Grants management and accounting
3. GSA virtual credit card Oracle connection
4. Tyler Land Management Development Services permit system integration
5. New Redwood interface testing
6. Auto-reconciliation with bank accounts
7. Departmental training sessions

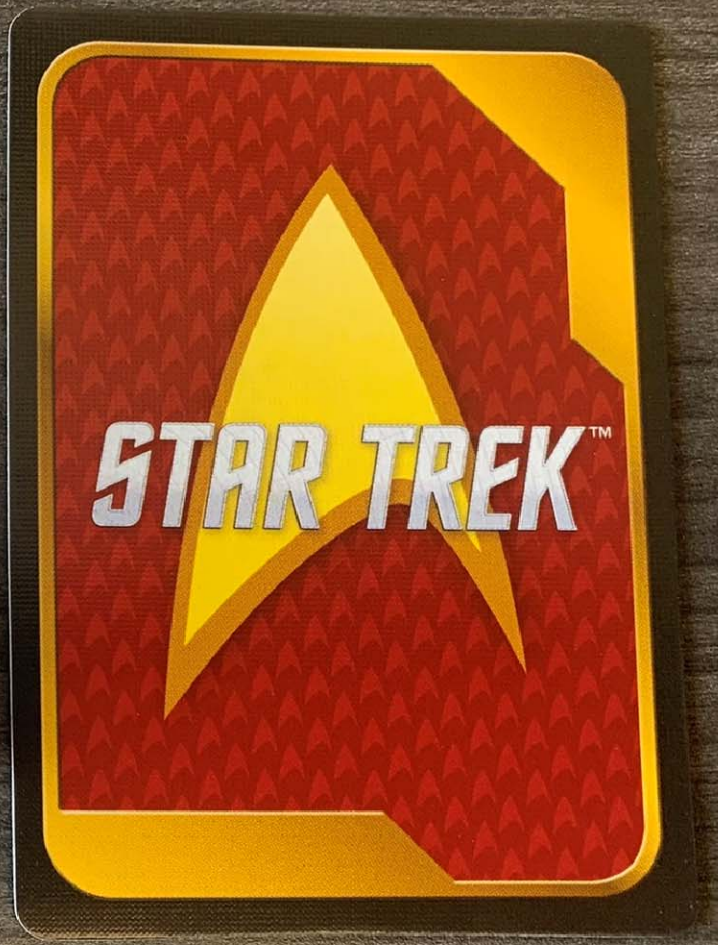
Future Projects and Projected Timeline

1. Performance review overhaul
2. Shadow system elimination
3. Integration with other point of sale systems in the County
4. Possible payroll adjustments

We will emerge from this project a better organization, not just a county with a better system.

The Enterprise – Project Goals

1. Streamline, simplify, and standardize business processes
2. Focus data on "one version of the truth" – integrate or eliminate redundant systems
3. Enhance working relationships with staff and community through accessibility and accuracy of information
4. Inform decisions with data analysis
5. Ultimately improve the quality and quantity of community services we are able to provide



ADMINISTRATION – TECHNICAL SERVICES – OTHER DIVISIONS HAVE SPOKEN ON ORACLE ROUTINELY, SO DID NOT COMMENT HERE

Describe your and your departmental team's experiences with Oracle today. Our primary use of Oracle revolves around timekeeping and procurement. As a centralized function, we engage in numerous orders and agreements, making Oracle an integral part of our daily operations. Access to this centralized data has greatly enhanced our ability to generate accurate figures for many technical projects of the county.

What specifically is great? The quick and easy access to historical data has been a significant improvement. Previously, retrieving this data was time-consuming and cumbersome. Now, the ability to swiftly find and export data allows us to dedicate more time to analysis and decision-making, making our processes more efficient.

What specifically is challenging? Challenges typically arise with less frequent or complex tasks, such as unlocking a past timecard for editing. However, we've been able to navigate these challenges effectively with the support of the ERP Helpline team and subject matter experts (SMEs), who provide timely assistance when needed.

What strategies have you used to turn challenging situations into great ones? Our approach has centered on patience and understanding. Implementing a system as comprehensive as Oracle is a major endeavor, especially when it's long overdue. Even top-performing organizations experience confusion and frustration during such transitions. Our Oracle implementation not only updated our technology but also required adaptations in some of our processes. Embracing this necessary change and supporting its development has been crucial in helping us realize the long-term benefits of this system.

What would you like to see improve about the Oracle support systems that are in place? It could already be happening, but I would like to see more opportunities for departments to take a leadership role or assist in the ongoing implementation and adoption of Oracle. Since many processes directly impact specific departments, having them champion these changes could enhance overall understanding and support for the system. Additionally, focusing more resources on Oracle improvements rather than investing in supplementary software would be beneficial, as it would help streamline processes and reinforce the central role of Oracle in our operations.

AGRICULTURAL COMMISSIONER

Describe your and your departmental team's experiences with Oracle today. The Agricultural Commissioner's office has had some problems with requests completed however in the past couple months we are moving forward, and our requests are being answered and completed. New requests are being answered in a timely manner.

What specifically is great? I would not say one thing is great. Oracle has to many steps for one process.

What specifically is challenging? Our requests were not being followed up and completed. All old requests and new requests are being completed. New requests are being handled in a timely manner. I do not have any challenges at this time.

What strategies have you used to turn challenging situations into great ones? We use Excel and create ledgers for each account. We balance our ledger monthly to the "Review Budgetary Control Balances", if we were missing an invoice, we print it out. We are now printing out the Payable Invoice Register and reconciling to our invoice ledgers. If this balances throughout this fiscal year we will no longer use our excel ledger. This is the same with timecard entries for projects and tasks.

What would you like to see improve about the Oracle support systems that are in place? SIMPLE screen shot instructions for simple tasks, such as entering invoices, making a journal entry, running specific reports. Simple screen shots highlight or circle the steps that are needed. Then have someone that does not do the tasks double check to make sure they work.

ASSESSOR

Describe your and your departmental team's experiences with Oracle today. The staff only uses Oracle for time card entries. I think the overall experience is okay for the department.

What specifically is great? N/A

What specifically is challenging? I had a difficult time looking for a particular invoice. It took multiple tries to get the supplier name to populate. Trying to search for certain things e.g. invoices.

What strategies have you used to turn challenging situations into great ones? N/A

What would you like to see improve about the Oracle support systems that are in place? Easy way to search.

AUDITOR

No responses provided from Auditor staff.

BUILDING

No responses provided from Building staff.

CHILD SUPPORT SERVICES

What specifically is great? Looking back to AS400 and paper invoices, we have come a long way. The ease and time saved adds up when submitting and approving timecards, invoices, expenses etc. when compared to the previous process. Because of our regionalization agreement with an off-site director/department head, Child Support Services especially benefits by having a web-based platform now.

What specifically is challenging?

- Submitting monthly expenditure claims to CA DCSS requires 3 different reports plus manual tracking of expense reports.
- Reconciling expenses claimed against totals in Oracle is still a challenge.
- Reconciling monthly child support advances (revenue) and quarterly true-ups with expenses claimed hasn't been done.
- I still calculate payroll projections manually for the annual CA DCSS FTE Survey in SEPT/OCT, which is then used to calculate our funding allocation for the following SFY.
- During our fiscal audit by CA DCSS, I found out that I lose access to timekeeping records when an employee is no longer with my department.
- Because CSS is a small department, many functions I only do 1 or 2 times per year. I have to relearn the steps, and they have probably changed since the last time, so I still do it wrong. This is time consuming and frustrating.
- I need to train a back-up, but the amount of information and lack of cohesive procedures for county processes makes knowledge transfer challenging.

What strategies have you used to turn challenging situations into great ones? Having a monthly ERP help meeting is a great idea. Having an agenda and/or a post-meeting summary would make it more valuable and accessible. For a different forum, CSS has implemented a rolling agenda where staff can submit questions or even recently solved issues to be discussed during the meeting to bring awareness. Then someone (not leading the meeting) is designated to take notes under each agenda item during the meeting and staff absent from the meeting are expected to review the notes.

What would you like to see improve about the Oracle support systems that are in place? I would really like to see best practices shared among the departments. Even just a quick problem/solution/outcome format presentation during the ERP meeting when a department finds something that works for them. Sharing information helps others know what is possible and may answer questions we don't even know we have 😊

CLERK OF THE BOARD

Describe your and your departmental team's experiences with Oracle today. I don't do a whole lot in Oracle currently, which is why I occasionally have issues but so far it's been fine.

What specifically is great? I specifically like the budgeting function. I think it makes it easier come budget season.

What specifically is challenging? Again, when you don't use it daily, I always seem to mess something up.

What strategies have you used to turn challenging situations into great ones? Using the assistance of the helpline.

What would you like to see improve about the Oracle support systems that are in place? I think there are ways to streamline agreements, that I would like to see explored.

COUNTY COUNSEL

Describe your and your departmental team's experiences with Oracle today. Our overall experience is much improved, though I still struggle with small issues like making the attached MC number stay attached when creating a new PO, finding up to date accurate data on what is left in the POs, and from time to time the lack of communication when there are changes have been made to processing. Otherwise, my transactions are running smooth.

What specifically is great? Having more accurate data to provide to PRISM when completing our insurance applications. It has made a positive difference in our premium costs.

What specifically is challenging? No other challenges than those noted above.

What strategies have you used to turn challenging situations into great ones? Positivity, patience, and asking for assistance when I just cannot figure it out.

What would you like to see improve about the Oracle support systems that are in place? Better communication when processes or numbers being used are going to change (instead of receiving rejections as the communication-not time efficient) and putting the more used leaves in the drop down for timesheets (sick, vacation, and holidays not worked).

DISTRICT ATTORNEY

Describe your and your departmental team's experiences with Oracle today.

- **Catherine:** We primarily use Oracle for timekeeping, expenses, and budgeting. Not many in our department have a need to use the expense side, but when they do it is still a struggle. Only two of us process accounts payable and perform more budgetary actions in Oracle. Overall the experience has improved in the last year but we are limited users.
- **Jessica:** At this point with Oracle, I would say VWs experience is overall functional/OK.
- **Walter:** I use Oracle for primarily four things: Budget, Expenses, Time Keeping, and, Performance Reviews
- **Josh:** I use for time, absences and expense reports.

What specifically is great?

- **Catherine:** I do like the combination of processes into one place. The timekeeping functions, and review budgetary control are my personal favorites.
- **Jessica:** I like the all-in-one concept of Oracle being a one-stop shop for personnel and accounts payable. I also like having accounts payable links within my reports for reimbursement, so that when I do have a grant audit it is so much simpler to pull those receipts and backup to show we are complying with state/federal guidelines.
- **Walter:** The system is very powerful. It has, for the most part, been intuitive to use.
- **Josh:** Time keeping etc., is pretty easy once you have it down.

What specifically is challenging?

- **Catherine:** Each user processing their own expenses to some extent creates the most headaches for our department. If you are not trained in the budget, these things are not intuitive to you. The constant change of processes has also been challenging to keep up with.
- **Jessica:** Specifically for grants management, I spend 3x more time as I prepare request for reimbursement. I have to filter out a lot of lines that are not applicable to me. It also makes cross-training and succession planning incredibly challenging, because it is very difficult and time consuming to even prepare these reports, let alone teach someone else how to access them and prepare them.
- **Jessica:** I have to do a lot of formatting to be able to not have 40+ pages of excess space with all the available columns we have available to us. These processes are not approachable and learning them is very challenging. Sometimes the operations that we are doing in Oracle are niche things that not everyone may be running into
- **Walter:** For me, correctly entering the right codes for expenses has been challenging. I have had several rejected because I did not put in the right code.
- **Josh:** Expense reports and how use tax is handled with multiple accounts etc.

What strategies have you used to turn challenging situations into great ones?

- **Catherine:** Matt, other department contacts, and the help line. There are many people more experienced than I am that I know I can call on.
- **Jessica:** Honestly, just reaching out to those who do the most work in Oracle to find tips and tricks. I think for many supervisors/managers in the county, we are deeply immersed in work, where we are not readily available to jump on standing Teams calls. But the helpline emails have been helpful as well.
- **Walter:** I have worked with Matthew Rouse from the Auditor's office to work through my issues. He has been very helpful.
- **Josh:** Great relationship with Matthew because so many things get denied (not his fault.)

What would you like to see improve about the Oracle support systems that are in place?

- **Catherine:** The current Oracle support systems seem to be meeting our needs. The right people have been identified to help and we know how to reach out to them. The only area that seems to be lacking some is performance evaluations and their functionality.
- **Jessica:** Perhaps tailoring reports with more of a narrow scope- when we were operating in AS400, there was always a specific report I could run just to check ongoing balances and run the same report without too much editing the format- perhaps a simplified report would be helpful to others. I know it would help VW with grant reimbursements.
- **Jessica:** Also, the performance management section of Oracle is difficult to use, still. So many reminders, and then the actual report it runs is not easy to track as you sit down with staff. With management comments and employee comments being pages apart, it would be helpful if the sections were merged to show both comments on the actual printable report.
- **Walter:** It would be nice to have performance reviews that were more timely. An annual performance review is too long of a period between performance reviews. Maybe a monthly feature so that better feedback can be given, with an annual summary of the monthly reviews. I

can't see any supervisor reviews of employees. That would be helpful. I keep getting reminders (daily) to do review for Gerad and Rena. It would be helpful if those would go away.

- **Josh:** Fix use tax tracking

FIRE

Describe your and your departmental team's experiences with Oracle today. I believe our team has become pretty accustomed to navigating in Oracle.

I ENJOY WOKING IN Oracle when I know how to complete things and fix mistakes! I am sure grateful for the ERP help line!

What specifically is great? I find the process of submitting and reconciling Cal Card expenses to be very streamlined which I appreciate. Moving from Contracts to Purchase Agreements was a great decision IN my opinion. Less steps are better.

The ease of entering invoices, P.O's (getting better at these!), entering agreements, confirming payments.

What specifically is challenging? I find the manager evaluation of workers performance review process to be cumbersome and too many steps. The self-evaluation is always a challenge.

Knowing what to leave blank when entering a P.O.!

What strategies have you used to turn challenging situations into great ones? Between Katey and I, we have been able to work together and utilize each other's strengths in the Oracle system to find what we need or figure something out. If we aren't successful, the ERP line has been a great resource to address questions and issues we may have.

Reaching out for help to accomplish task, asking for help and or direction.

What would you like to see improve about the Oracle support systems that are in place? What about having a reference list of topics that are discussed in recorded ERP meetings and trainings that include time stamps? That way you wouldn't have to search through the entire recording to find the topic you think was covered on a certain date.

People sharing info with others on short-cuts or tricks!?

HHSA

Describe your and your departmental team's experiences with Oracle today. We find Oracle relatively easy to navigate now that we've had some time and experience with it. There are a few minor idiosyncrasies, but they are easy to work around once you know how.

I am extremely happy with Oracle in comparison to our old green screen software. The extra time learning and the extra upfront data entry work that we put into Oracle pays off big when I respond to audits because of the ability to drill down and export to Excel.

What specifically is great? The ability to download reports to an Excel file is life changing. Being able to sort expenses by program and by expense type gives our agency and division directors a much clearer picture of where money is being spent. Having our required time studies and pay cert on one document greatly reduces the potential for an audit finding. Being able to run a report that collates the claiming codes and costs for a particular claiming period saves hours of shuffling through stacks of paperwork and hand calculation.

- The ability to export reports to Excel is great.
- The ability to drill down on expenses that have the supporting pdf's right there is a great help during program audits.
- The ability to link expenses to purchase agreements lets us see real-time running totals on how much has been spent.

What specifically is challenging? My challenges aren't as much with the system as they are with staff who don't know (or want to know) how to use it.

- I would like to see more capabilities for allocating CalCard expenses, such as the ability to mix expenses across departments (regardless of the employee's "home" department) and to split expenses by both account numbers and/or Projects.
- I would like Oracle to retain and show comments I include when I reject an expense report back to an employee. This makes it quicker for me to see if the employee fixed the issues, and quicker to follow up with them, if they did not fix the issues.

What strategies have you used to turn challenging situations into great ones? We have created extensive cheat sheets, held walk through trainings and I am available any time someone asks for assistance. For some, it only takes once to get them on the right track, for others it takes a few times. As I explain to them, the more successful they are the more successful fiscal is, so it is in the agency's best interest to help them understand how and why things need to be done a certain way.

- Giving Oracle and the ERP team more time to roll out improvements.
- Giving ourselves more time to learn and explore features.
- Attending ERP calls with the broader group to learn new tricks.
- Combining two or three Oracle Reports to get the full picture.

What would you like to see improve about the Oracle support systems that are in place? I am quite happy with the support systems that are in place. When I have reached out to the ERP helpline, I get a quick response to my request and usually a quick fix to my issue.

- Increase recording and free dissemination of knowledge.
- Better documentation and video logging and SharePoint posting of every time the ERP team helps a department with an issue or a new setup (project/program/task/labor/burdened costs, etc., for example) for a department, for example, all work done for Public Works and Facilities should be available to us at HHSA Health Division so that we can see potential new solutions that could apply to our work.
- The ERP team could send a "historiographer" along every time they help a department roll out something new.

LIBRARY

Describe your and your departmental team's experiences with Oracle today. Today things are good overall when it comes to Oracle. At first, we struggled with it as newcomers to the county library. But we've made big strides in using it. We have two employees (myself and Maureen McCormick) who are our department's experts in Oracle. We both have come a long way in learning how to use it. At this point, we are very efficient at paying invoices, creating POs and entering contracts, and doing expense reports. Maureen doesn't use Oracle for much more than that. As a supervisor, I obviously utilize it for things such as timecard approval, expense reports, etc. At this point it is running smoothly for the library. This is just a guess, but we probably don't use it quite as much as some departments or to the depths that some departments use it. The library probably only needs it for simpler purposes. Just a guess.

What specifically is great? I've learned that Oracle is quite logical in the steps that it requires to do tasks. It just takes time to get familiar with it and how it works.

What specifically is challenging? It is sometimes challenging when we run into a "roadblock," which prevents us from being able to submit an invoice for approval or when certain error messages pop up when trying to utilize a PO. Generally, we have gotten smart enough where we can self-diagnose these challenges, but if we have to, we seek support.

What strategies have you used to turn challenging situations into great ones? We've been able to make good connections with other departments and county employees who have more experience or expertise in Oracle, and they've been gracious enough to assist us. We have also leaned on people such as yourself for help in sticky situations.

What would you like to see improve about the Oracle support systems that are in place? Honestly, at this point I don't have an issue with Oracle or the support systems. When I do have questions or roadblocks, I have been able to get assistance. Sometimes it takes some time to receive the assistance, but it does happen. We've been able to navigate through any issues that pop up. Oracle has gotten easier to use with time, and some of the changes that have been made have been tremendously helpful, such as a guide you sent out a while back on how to do PO's and contract entries.

PLANNING

Describe your and your departmental team's experiences with Oracle today. In Community Design & Development, we are using Oracle to manage grants and show back-up information for grant reimbursements. We create purchase orders, submit invoices, and more.

What specifically is great? That our financial system also has been able to incorporate our timecards, Reviews, some HR, Expense reports and other functions in an attempt for a one stop shop for employees.

We really appreciate the level of support and responsiveness of the ERP Helpline team. It's very nice to be able to remotely access back-up grant documentation and not have to ask the Auditor's Office for

documents (e.g., deposited checks, evidence of payment). It's also helpful to be able to see the record of how transactions have been processed and recorded (this makes it simpler to troubleshoot errors). We recently learned about the organizational chart functionality --- and that is helpful in finding co-workers across departments.

What specifically is challenging?

- Required fields do not have prompts or examples.
- I am still struggling to see my expense lines in detail.
- I do not like that once a PO is issued and bills can be paid against that PO without the manager knowing. This is troublesome when it comes to contracts for services. We have an internal agreement that whoever is handling that contract for services MUST say ok prior to those invoices being submitted for payment.
- If an item is missing to move forward there is a notice about the error, however the notice doesn't really tell you exactly what is needed to correct the error.
- Having interdepartmental charges appear on our expense lines that I don't get to review, for example: Expenses for Phone, Copies, Fleet
- Separate app for budget, wish it was included in our main ERP.
- Our receivables are still going through AS400, the auditor is having to manually transfer into Oracle, which isn't ideal. When we switch to Tyler we will be doing our receivables through Tyler and hopefully will have a direct transfer into Oracle so that the auditor doesn't have to do a manual transfer.
- Still struggling with seeing my extra help employees and their actual time used so I can make sure they are staying within their contracts.
- Reviews are still quirky for us. I don't like that I can't see the review once it has been completed. I end up saving it to an employee file on our conf shared drive.
- Would be nice if HR related items for an employee could be housed on the ERP, instead we have to keep a separate confidential file on our shared drive to house:
    - ECS's
    - Educational certificates
    - Memos
    - Disciplinary actions
    - Reviews
    - ETC
- Should be a way to enable that ability and to label the viewing of such items as restricted

Oracle doesn't always feel very intuitive. There are many intermediary steps for tasks that feel like they should be simpler (e.g., creating an award/creating a contract). The software can also be glitchy and error messages tend not to be helpful for the average user. Also, as grant project managers, we are responsible for portions of the accounting/purchasing process that should perhaps live elsewhere. When I compare the user experience to QuickBooks, it feels significantly more complex/challenging.

What strategies have you used to turn challenging situations into great ones?

I use the ERP help line or call Leigh… always very responsive and helpful.

We have contacted ERP Helpline whenever we have had difficulties.

What would you like to see improve about the Oracle support systems that are in place?

- See challenges above
- While a deeper discussion I think we definitely need to have a purchasing manager who can not only evaluate and contract with potential suppliers for the county but who can handle county contracts and purchase orders for ALL departments whether it be for hard or soft services. Currently the county departments are operating independently with items such as software, equipment and office supply costs which if done correctly could be a large cost savings. It costs the County a lot of money for departments to keep running independently like this.
- When the system was first introduced, I was a proponent of having the change, however the change for our department was not at an ideal time as I was covering multiple desks due to staffing issues AND my own work responsibilities were such that I could not participate fully in the implementation or trainings. My focus at that time was only on learning the payables and supplier portion so that I could get venders paid.
- Issuing Master Contracts and Purchase Orders for Grant funded projects, I pushed off to Leigh to handle for our department in the first few years of the system and a couple of years ago I transitioned all Grant related financial items to our Community Development and Design unit to handle.
- We also highly relied on Leigh for assistance with getting our budgets into the system.
- Because of my other duties I am still not able to dive into the system and spend a lot of time trying to learn all it' nuances which still leaves me a bit frustrated at times as when I need a financial answer, I need it right now and don't have time to fool around trying to find it.
- I am grateful to Leigh and the ERP help line team for never getting frustrated with our repeated requests and always being helpful. They know that we have responsibilities that trump our being "experts of the ERP" and are always there to assist us.

It might be helpful to have one-on-one department meetings because of individual department needs. Also, it may be helpful to very clearly delineate within departments/roles who needs what skills within the Oracle system. That could be included in job descriptions. Also, when we charge hours to awards on our timecards, it would be nice if this information could be available real time (instead of waiting until the 10th of the month).

PROBATION

Describe your and your departmental team's experiences with Oracle today.

1. All employees are requesting time off and filling in their timecards.
2. Supervisors are approving those requests.
3. Carla is the Oracle lead in our department. She does payables, contracts, purchase agreements, purchase orders, journals, reviews timecards each month for whole department, is on a team working with using the grant and/or project modules, does cash advances and reconciliation of travel claims for all staff, adds vendors/suppliers, and budgets.

What specifically is great?

1. The way we can export data and use it to create pivot tables and report on data.
2. The ease in entering invoices and how we save paper and time now.

What specifically is challenging?

1. The same thing that is great, the exporting data, because it has a learning curve but thanks to Cindi Jacobsen, we are learning a lot and moving forward.
2. The fact that way more purchases require a contract now then did in the past.

What strategies have you used to turn challenging situations into great ones?

1. Reminding ourselves that it is better than the green screen and we will get there.
2. Leaning on the ERP helpline/Oracle gurus when unsure or frustrated, many of them are always encouraging and can see the advantage to us learning through these difficult or challenging situations.

What would you like to see improve about the Oracle support systems that are in place?

Trainings from Oracle/Graviton now that we have used the system more to show us what it really is capable of doing.

PUBLIC WORKS

Describe your and your departmental team's experiences with Oracle today. Overall things are moving forward in a positive direction and staff are becoming more fluent in how the program operates.

What specifically is great? No responses collected.

What specifically is challenging?

- Log in issues: staff are not able to login to Oracle using their credentials. Troubleshooting was not successful so staff will reset passwords to gain access.
- Invoice Detail Listing Report not working: report not working for some (tile in Payables not working/going directly to OTBI is also not working)
- Broken Links for invoices: at times the links to invoices do not work. Staff will revisit the link, and it will work at a later time. Staff are having to check back to see when link is available to complete research.

What strategies have you used to turn challenging situations into great ones?

Oracle allows staff to deposit receivables into accounts that are not to be used. Example: Residential Landfill Payments are accidentally deposited into Plant Operations account instead of Solid Waste. It would be helpful if the system recognized landfill payments are not applicable to Plant Operations. As a result, we are becoming more diligent in our review process.

What would you like to see improve about the Oracle support systems that are in place? No responses collected.

SHERIFF

Describe your and your departmental team's experiences with Oracle today. The Sheriff's Office experience with Oracle as of today would be somewhere around an 8 on a scale from 1-10. The vast majority of what we want / need from the system we can get/achieve, however, sometimes it can be cumbersome. I personally tend to export to excel in order to manipulate some of the data into what I want or need. While I like that option, I feel like some of it (and it might be) should be available directly from the system.

What specifically is great?

- I particularly love the drill down capabilities and the monitoring / tracking capabilities in the HCM and the historical data in the EPM.
- The budget building process within the system is much easier than ever before and we love running scenarios with the numbers before submitting.
- PO tracking is great and having the ability to adjust the PO's as needed has also been extremely helpful.

What specifically is challenging?

The system can be challenging as some of the steps don't really make sense. The drill down for revenue can be difficult to decipher / track. The Employee allocations during the budget process can also be difficult to review for accuracy. Also I am sure there is much more to the system that I don't know about, as the old saying goes "I don't know what I don't know" and I would like to know. I wish the search functions were the same in each module, sometimes you type what you want first then hit search and sometimes you hit search first and then type what you want. There sometimes seems to be a lack of cohesion between the modules within the HCM.

With the use of projects it can make the Budgetary Control screen funky to look at and to export to excel difficult to weed through. I wish they showed the project costing in a different column or not at all in the budgetary control module.

What strategies have you used to turn challenging situations into great ones? We struggled with how to articulate what particular programs /units/ divisions etc. cost. We have implemented Project that have allowed us to track both invoices and payroll to each of the projects we wish to track.

What would you like to see improve about the Oracle support systems that are in place? The support team both internally and externally have been very helpful. I appreciate the Oracle monthly trainings and the ability to ask questions and brainstorm together. I would like to see some more tricks and tips that we can use and share with our staff.

TREASURER TAX COLLECTOR COUNTY CLERK

What specifically is great? Leave slip/timesheet submission. Area for improvement: If a timesheet is rejected, the employee cannot see the supervisor's comments explaining the reason for rejection.

What specifically is challenging?

- Continuous procedure changes, lack of consistency
- Inability to view fund balances
- Receipt of error message upon logging in and resulting in the need to resubmit credentials
- Difficulty in reversing/revising journals once they are approved

What strategies have you used to turn challenging situations into great ones? ERP help desk has been very responsive and helpful, but has provided inaccurate instruction on occasion

UC COOPERATIVE EXTENSION

Describe your and your departmental team's experiences with Oracle. In addition to utilizing Oracle for timecard management, we primarily employ it for accounts payable, budgeting, and general accounting purposes, performance reviews and onboarding processes.

What specifically is great? We appreciate the convenience of having all functionalities integrated within a single application. The consolidated accounting and timecard management into one platform streamlines our processes. It simplifies the learning and reduces the time spent navigating multiple applications. In general Oracle is well-organized and user-friendly. The reports generated, such as the Payment Report, are effective, and provide all the necessary information in a clear format. We are pleased with the timely processing of all transactions.

What specifically is challenging? One challenge we have encountered with Oracle is the need for more comprehensive training resources, particularly for new users. Given the extensive functionality and diverse range of financial reports that Oracle offers, it can be difficult for users to fully understand the available features and capabilities.

Another minor inconvenience is the absence of a print function for invoices. Having the capability to print Oracle-generated invoices, which includes the account distribution, would be beneficial for maintaining our records and improving overall efficiency.

What strategies have you used to turn challenging situations into great ones? Overall, seeking assistance has been highly effective in Navigating challenging situations related to the Oracle application. This approach not only facilitates problem-solving but also provides valuable networking opportunities with colleagues across various departments. The monthly ERP meetings are beneficial, especially when they are centered on specific topics.

What would you like to see improve about the Oracle support systems that are in place? To enhance Oracle's support systems, we recommend developing a comprehensive training guide integrated within the application. This guide could include instructional videos, images, and practical examples to facilitate user understanding. We also propose featuring this resource prominently on Oracle's homepage, ensuring easy access for users. This approach would allow individuals to engage with the material at their own pace, making it beneficial for training new employees.

Enterprise Resource Planning (ERP) "Enterprise" State of the System

October 8, 2024

Agenda – Departmental Responses to the Following Questions

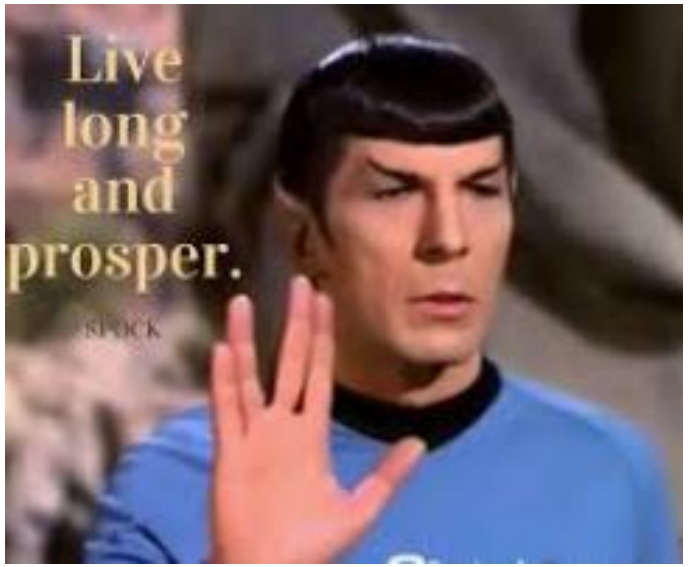
What specifically is great?

What specifically is challenging?

What strategies have you used to turn challenging situations into great ones?

What would you like to see improve about the Oracle support systems that are in place?

What are we doing with this information? Next steps.



What specifically is great?

1. Ability to download reports into Excel is life changing
2. Quick and easy data access
3. Ease of data entry
4. Time saved relative to AS400
5. Timely processing of transactions
6. Accurate data
7. Backup documentation readily available
8. Ability to link expenses to agreements
9. Cal-Card expense reconciliation
10. Web-based remote access
11. Budgeting process
12. One-stop shop for most administrative financial and HR functions
13. Intuitive
14. Time studies on timecards
15. Approval workflow history

What specifically is challenging?

1. Infrequent tasks are frustrating
2. More people involved in accounting – case for centralized accounting
3. Need to know Excel in addition to Oracle
4. Not all requests are addressed in a timely manner
5. Specialized reporting requirements need to be addressed for specific departments; would improve data extraction for grant reporting
6. Process changes need to be clearly communicated
7. Inability to charge expenses to multiple projects and accounts
8. Inability to see expense rejection comments
9. Need access to more, clearly labeled and organized training materials
10. Difficulty reversing journals
11. Processes are complex that should be simple – A/R
12. Performance reviews
13. Use tax
14. No drill down for revenue, like there is for expenses
15. There is so much that I know I do not know
16. Search function is different in different places
17. Project costs are tracked separately from the general ledger

What strategies have you used to turn challenging situations into great ones?

1. ERPhelpline@mariposacounty.org
2. Monthly ERP help sessions
3. Colleagues – in other departments, or sitting at the next desk – staff have provided a lot of information to one another
4. Personal cheat sheets
5. Patience and time

What would you like to see improve about the Oracle support systems that are in place?

1. Comprehensive training guide within Oracle
2. Trainings provided by Oracle and Graviton
3. Centralized contracting, procurement, and accounting
4. Department-focused training and troubleshooting sessions
5. Recordings with subject time stamps of monthly meetings
6. Clearly communicate process changes
7. Allow all departments to take a lead role on training and improvements when appropriate
8. Simple, clear instructions for staff
9. Invest in Oracle rather than other software when appropriate
10. Sharing best practices / learning experiences amongst staff in a problem/solution/outcome format
11. Overhaul performance evaluations

Suggestion	Action
Comprehensive training guide within Oracle	Oracle Guided Learning – Expenses, Open Enrollment, and Contracts / PO's to start
Trainings provided by Oracle / Graviton	Monthly Oracle Local Government Customer Update / Training
Centralized contracting, procurement, and accounting	Organizational Study
Department-focused training and troubleshooting sessions	We will start in October with interested departments
Allow all departments to take a lead role on training and improvements when appropriate	Public Works is already leading IDR PW, Planning, HHSA, and Probation are leading A/R
Overhaul performance evaluations	HR is working on getting approval for new template and other pre-work, once done we will get started
Clearly communicate process changes Simple, clear instructions for staff Recordings with subject time stamps of monthly meetings	Review, update, clearly label, and organize the intranet Enterprise page
Sharing best practices / learning experiences amongst staff in a problem/solution/outcome format	Create space on intranet and in monthly meetings to share cross departmental learning

What are we doing with this information? Next steps.

** Invest in Oracle rather than other software when appropriate **

We will emerge from this project a better organization, not just a county with a better system.

The Enterprise – Project Goals

1. Streamline, simplify, and standardize business processes
2. Focus data on "one version of the truth" – integrate or eliminate redundant systems
3. Enhance working relationships with staff and community through accessibility and accuracy of information
4. Inform decisions with data analysis
5. Ultimately improve the quality and quantity of community services we are able to provide

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Discussion and Possible Direction Regarding Updates to the Reserve Policy and a Proposal for a New Capital Asset Management Policy

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RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding Updates to the Reserve Policy and a Proposal for a New Capital Asset Management Policy.

Administration presents to the Board two policies which go hand in hand, the Reserve Policy and the Capital Asset Management Policy. Both offer a set of guidelines and best practices with regard to managing Mariposa County funds responsibly and strategically. As the policies state, "Reserves are the cornerstone of financial flexibility. They provide the County with options to respond to unexpected issues and afford a buffer against shocks and other forms of risk." And "Good infrastructure is vital for our community to thrive. This policy supports our infrastructure by promoting wise investment in new infrastructure and protecting the historical investments Mariposa County has made in existing infrastructure."

RESERVE POLICY

Staff recommends that the minimum threshold for the general fund reserves be reduced to 16.67% or two months of general fund operating revenues. The minimum threshold is currently set at 6% higher than that or 22.67%, because Government Finance Officers Association (GFOA) guidance suggested that municipalities which are susceptible to disasters and suffer significant financial losses when they occur should increase their minimum thresholds to serve as a stronger buffer against financial collapse. Recently staff discovered that GFOA no longer recommends a higher minimum threshold in those circumstances. Since the reserve policy was approved in April 2020, Mariposa County has experienced several significant economic hardships as a result of declared emergencies such as the COVID pandemic, Oak Fire, winter snow events, etc. for which reserve funding was not obtained. In other words, practical experience suggests the change in minimum reserve thresholds is prudent and reasonable.

In reviewing the current approved Reserve Policy, staff proposes a change to the way in which the total general fund expenditures are determined. The policy directs the removal of transfers, which are true expenses and should be included in the calculations. The policy does not suggest removing grant-funded expenditures in departments such as Health and Human Services Agency and Child Support Services. As a result, staff proposes including transfers but removing grant-funded expenditures from the total expenditures calculations.

If the minimum threshold for general fund reserves were to decrease, then staff recommends investing the funding removed from general fund reserves during the FY25 budget process and not being restored being put into a Capital Asset Management Fund instead. This would fund the first year of a Capital Improvement Plan (if approved), which is the cornerstone to a successful long term capital strategy.

CAPITAL ASSET MANAGEMENT POLICY
The staff is recommending a Capital Asset Management Policy to codify the best practices and business processes associated with the identification, prioritization, implementation, and funding of Mariposa County capital projects. In recent history, there has not been a countywide process for capital asset management. Instead, projects are done based on grant funding availability and politics. As a result, some assets have not been maintained at the level they should and the community lacks trust in the County's ability to address capital needs.

CONCLUSION
The staff is requesting Board feedback on the proposal to reduce minimum reserve thresholds and use the funding which would have gone into reserves to fund the first year of a new CIP, which is governed by a new Capital Asset Management Policy. Official policy changes will be presented to the Board with the benefit of the input received from the Board and public during this discussion.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolutions 2020-205: Adopt a County General Fund Reserve Policy

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action requested. This is a discussion and direction item.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Reserve Policy FY25 Edits**
2. **MARIPOSA COUNTY DRAFT CAPITAL ASSET MANAGEMENT POLICY**
3. **DRAFT Capital Asset Management Policy Presentation**

Mariposa County
General Reserve Policy- ~~April 2020~~January 2025

A. DEFINITION AND PURPOSE OF GENERAL RESERVES

General Fund Reserves are the unrestricted fund balance maintained in the General Fund in accordance with Generally Accepted Accounting Principles (GAAP) and for the purposes described in this policy. Reserves are the cornerstone of financial flexibility. They provide the County with options to respond to unexpected issues and afford a buffer against shocks and other forms of risk.

The primary reasons for a general fund reserve policy are to be prepared for contingencies, maintain a low cost of borrowing, avoid interest expenses, generate investment income, and create a shared understanding of the proper level and use of reserves.

B. RESERVE TARGET LEVELS

The County shall maintain a reserve no less than 16~~22~~.7% and no greater than ~~31~~25% of average General Fund operating expenditures for the preceding three years, as reported in the County Annual Financial Report. For the purposes of this policy, operating expenditures do not include capital purchases or ~~transfers~~departmental expenses funded through state or federal funding (e.g. HHSA and Child Support Services). Reserve target levels will be considered as part of the budget process on an annual basis.

C. FUNDING THE TARGET AMOUNT

Funding of reserves will be included for consideration in the annual budget process.

D. CONDITIONS FOR USE OF GENERAL RESERVES

General Fund Reserve may be used at the discretion of the Board of Supervisors for the following purposes.

1. Replace temporarily decreased revenues, such as state subventions.
2. Meet emergency expenditures in the case of flood, fire, debris flows, or other disasters.

E. INVESTMENT OF RESERVES IN PENSION AND OTHER POST-EMPLOYMENT BENEFIT PRE-FUNDING

When reserve target has been met, the County may invest up to thirty percent (30%) of the established reserve, not to exceed six percent (5.6%) of average General Fund operating expenditures for the preceding three fiscal years, in a trust account for pension and/or other post-employment benefits.

F. AUTHORITY OVER GENERAL RESERVES

Drawdown on the General Fund Reserve shall only be authorized by the Board of Supervisors during the adoption of the annual budget or by a four-fifths vote resolution during an emergency.

G. REPLENISHMENT OF GENERAL RESERVES

The County should strive to restore reserves as quickly as possible after use. If reserves fall below the established minimum, the Board should establish a plan to restore reserves to minimum levels within five fiscal years. In no case will reserve replenishment plans extend beyond ten fiscal years.

MARIPOSA COUNTY

DRAFT CAPITAL ASSET MANAGEMENT POLICY

PURPOSE AND DEFINITIONS

Responsible management of our capital assets is vital for our community to thrive. This policy supports responsible asset management by:

- Promoting wise investment in new capital assets and
- Protecting the historical investments Mariposa County has made in existing capital assets.

Capital assets are defined as tangible and intangible assets of significant value and with a useful life beyond five years. See the table below for asset classifications, examples where needed, and minimum capitalization thresholds.

Class	Capitalization Threshold
Land	$0.00
Land Improvements (non-building assets which enhance the quality or facilitate the use of land e.g. vegetation management, grading, etc.)	$100,000.00
Buildings and Building Improvements	$100,000.00
Equipment	$25,000.00
Vehicles	$25,000.00
Infrastructure and Infrastructure Improvements (e.g. pavement, bridges, water systems, etc.)	$100,000.00
Intangible Assets (e.g. software, patents, copyrights, etc.)	$100,000.00
Easements	$0.00
Leasehold Improvements (improvements to a leased asset that would normally be capitalized if those same improvements were made to a County owned asset)	$25,000.00
Construction In Progress	Projects expected to exceed capitalization threshold based on applicable class at completion

CAPITAL ASSET IMPROVEMENT PLAN (CIP)

Each year, Mariposa County staff will create and update a ten-year CIP. The CIP will define and prioritize the capital asset projects that Mariposa County plans to do.

The CIP is a balanced, 10-year plan, in which revenues will be equal to the projected costs over the 10-year period. In any single year of the plan, however, it is possible that costs will not equal revenues as it is difficult to predict the timing of capital project development. The Mariposa County Board of Supervisors will use the prioritizations and funding analyses outlined below to determine which projects are completed each fiscal year.

CIP FUNDING STRATEGY

Mariposa County may elect to use debt financing to acquire an asset or pay-as-you-go financing (i.e., cash financing). Below are guidelines to help Mariposa County make the best choice between debt and pay-as-you-go financing.

Factors that favor pay-as-you-go financing include situations where:

- The project can be funded from current revenues and fund balances (reserves);
- The project can be finished within an acceptable time frame given the available revenues;
- Additional debt levels could have a harmful effect on Mariposa County's credit rating or repayment sources; or,
- Market conditions are unstable or suggest difficulties in marketing a debt.

Factors that favor long-term debt financing include situations where:

- Revenues that will be used to pay back debt are believed to be sufficient and reliable;
- Market conditions present favorable interest rates and demand for government debt financing; and/or
- A project is immediately required and existing cash reserves are insufficient to pay project costs.

Mariposa County will make decisions on an annual basis with regard to the funding strategy for a CIP. Circumstances will likely dictate a blended approach, which will change on an annual basis.

ANNUAL CAPITAL BUDGET

Each year, Mariposa County will develop a capital budget that will serve as the spending plan for the budget year as well as a projection for the following ten years of capital asset expenditures. The current year of the capital asset improvement plan will serve as the capital asset improvement budget for that year.

CAPITAL ASSET INVENTORY

Mariposa County will develop a full capital asset inventory that projects equipment replacement and maintenance needs for a ten-year period and will update this projection each year. The asset inventory will describe the current condition of Mariposa County's assets. It will compare this condition to a

standard for asset condition. It will account for the full cost to maintain assets to standard condition and account for risks associated with assets that are below standard condition. Departments will inventory and assess the assets for which they are responsible and ensure that their records are consistent with the Auditor's office's capital asset records.

PRIORITIZATION OF ASSET MANAGEMENT PROJECTS

It is the policy of Mariposa County to maintain its assets at a level that protects capital investment and reduces future maintenance and replacement costs. Each year, Mariposa County staff will develop and recommend to the Mariposa County Board of Supervisors a prioritized asset management plan.

At a minimum, this process will provide the following information for each project. An example CIP list with defining characteristics is provided below.

1. **Health and safety requirements**.
    a. 3-Severe risk
    b. 2-Moderate risk
    c. 1-Mild risk
    d. 0-No risk
2. **Preventative maintenance**.
    a. 2-Prevent near-term (1-5 year) asset failure
    b. 1-Improve long-term asset usefulness and integrity
    c. 0-Not preventative in nature
3. **Community enhancements**.
    a. 3-Significant community enhancements
    b. 2-Moderate community enhancements
    c. 1-Mild community enhancements
    d. 0-No community enhancements
4. **Strategic priority**. Indicate if a project meets an identified County strategic priority as defined in the current strategic plan.
    a. 2-Yes
    b. 0-No
5. **Equipment replacement.** Equipment inventory should be replaced on a rotating, routine basis, ensuring that equipment is in good working condition and is able to support County staff when doing their jobs.
    a. 2-Yes
    b. 0-No

6. **Funding source(s), if any**. Describe where the funding is expected to come from to acquire, operate, and maintain the asset.
    a. 4-Entirely grant-funded
    b. 2-Partially grant-funded (>60% or more)
    c. 0-No identified funding sources
7. **Long-term operating and maintenance costs**. Identify the cost to operate and maintain the asset over its life cycle.
    a. 3-Does not exceed current operating and maintenance costs
    b. 2-Marginally exceeds current operating and maintenance costs (<10%)
    c. 1-Significantly exceeds current operating and maintenance costs (>10%)

EXAMPLE CAPITAL ASSET MANAGEMENT PRIORITIZATION LIST

PROJECT NAME	HEALTH AND SAFETY	PREVENTATIVE MAINTENANCE	COMMUNITY IMPROVEMENT	STRATEGIC PRIORITY	EQUIPMENT REPLACEMENT	GRANT FUNDING SOURCE	OPERATING & MAINTENANCE	TOTAL	TIMELINE
Replacement of Damaged, Leaking Roof	3	2	1	2	0	0	3	11	Year 0
Bike Pump Track	0	0	3	2	0	4	2	11	Year 0-1
Utility Extension for Housing Project	1	0	3	2	0	2	3	11	Year 2-4
New Office Building	1	1	1	2	0	0	1	6	Year 8-10
Roads** Maintenance	2	2	3	2	0	2	3	14	Annual

**A separate list of all County roads should be created and updated annually. The Roads prioritization criteria would include: the Pavement Condition Index, traffic levels, number of potholes inventoried, pavement type – gravel or asphalt, and funding source (if any).

Projects will be prioritized within the context of funding availability and project timing and scope, in addition to the project attributes listed above. The annually updated plan will identify the proposed schedule for planning, bidding, construction, and other milestones in acquiring and/or improving the asset. Assumes the year the capital asset list is generated is Year 0, and each out year is Year 1, 2, 3, 4…

CONCLUSION

It is Mariposa County's policy to assign enough resources to preserve Mariposa County's existing assets to the best of its ability before assigning resources to build or acquire new assets that also have operating and maintenance needs. This policy protects our historical investment in capital assets.

MARIPOSA COUNTY
DRAFT
CAPITAL ASSET
MANAGEMENT POLICY

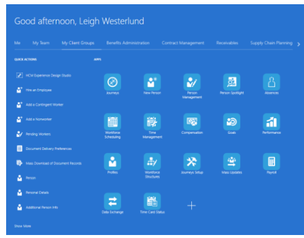
Agenda

- Why do we need a Capital Asset Management Policy?
- What is a capital asset?
- How would we prioritize and budget for capital asset management?
- Other considerations and recommendations
- Reserve Policy proposed change and the math

Why?

Why do we need a Capital Asset Management Policy?

- Ensure capital assets are responsibly acquired and maintained
- Establish standards for asset management
- Ensure funding is set aside for capital asset acquisition and maintenance
- Provide transparency to staff and community



What is a capital asset?

What is a capital asset?

...tangible and intangible assets of significant value and with a useful life beyond five years

CLASS	CAPITALIZATION THRESHOLD
Land	$0.00
Land Improvements (non-building assets which enhance the quality or facilitate the use of land e.g. vegetation management, grading, etc.)	$100,000.00
Buildings and Building Improvements	$100,000.00
Equipment	$25,000.00
Vehicles	$25,000.00
Infrastructure and Infrastructure Improvements (e.g. pavement, bridges, water systems, etc.)	$100,000.00
Intangible Assets (e.g. software, patents, copyrights, etc.)	$100,000.00
Easements	$0.00
Leasehold Improvements (improvements to a leased asset that would normally be capitalized if those same improvements were made to a County owned asset)	$25,000.00
Construction in Progress	Projects expected to exceed capitalization threshold based on applicable class at completion

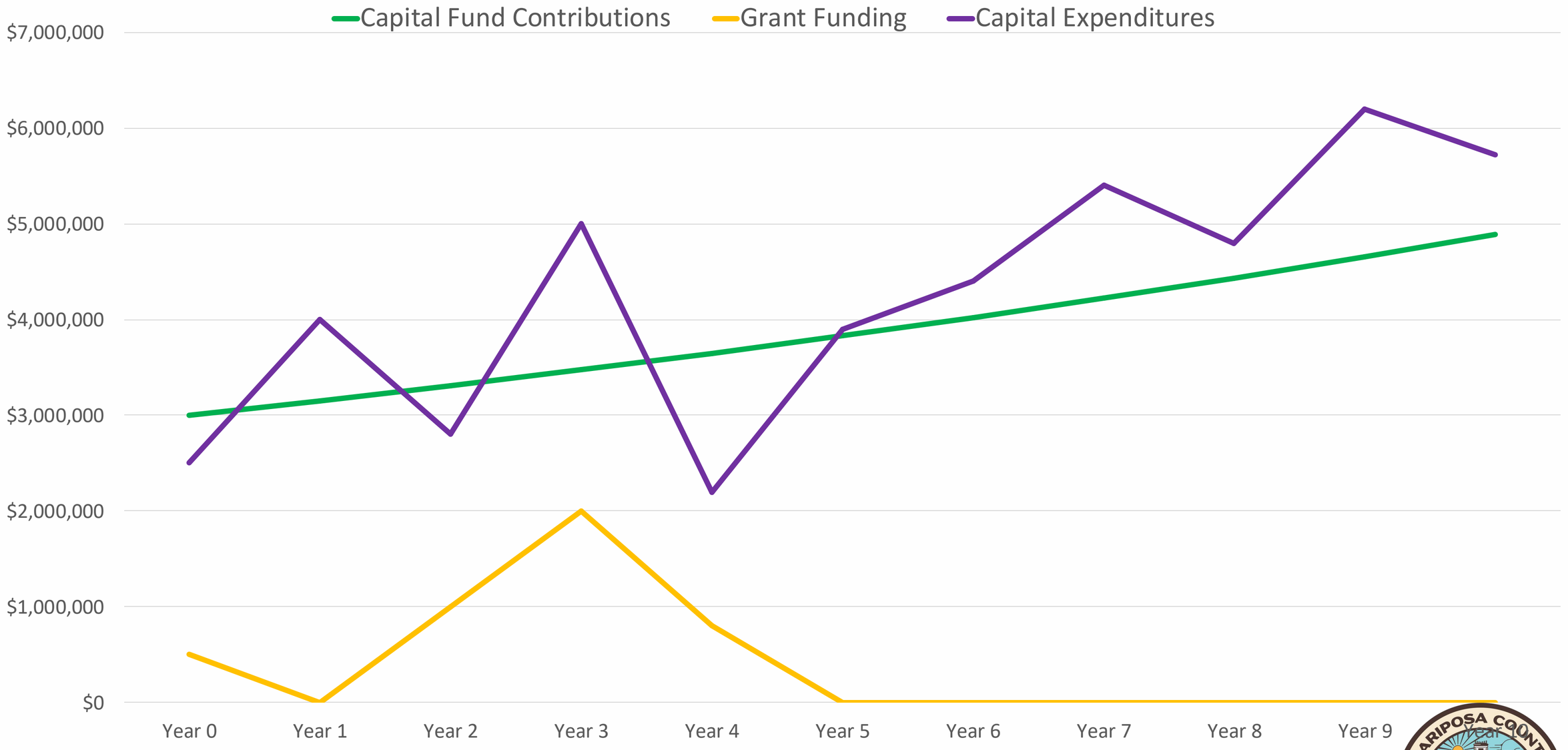
How do we prioritize and budget?

Asset Prioritization

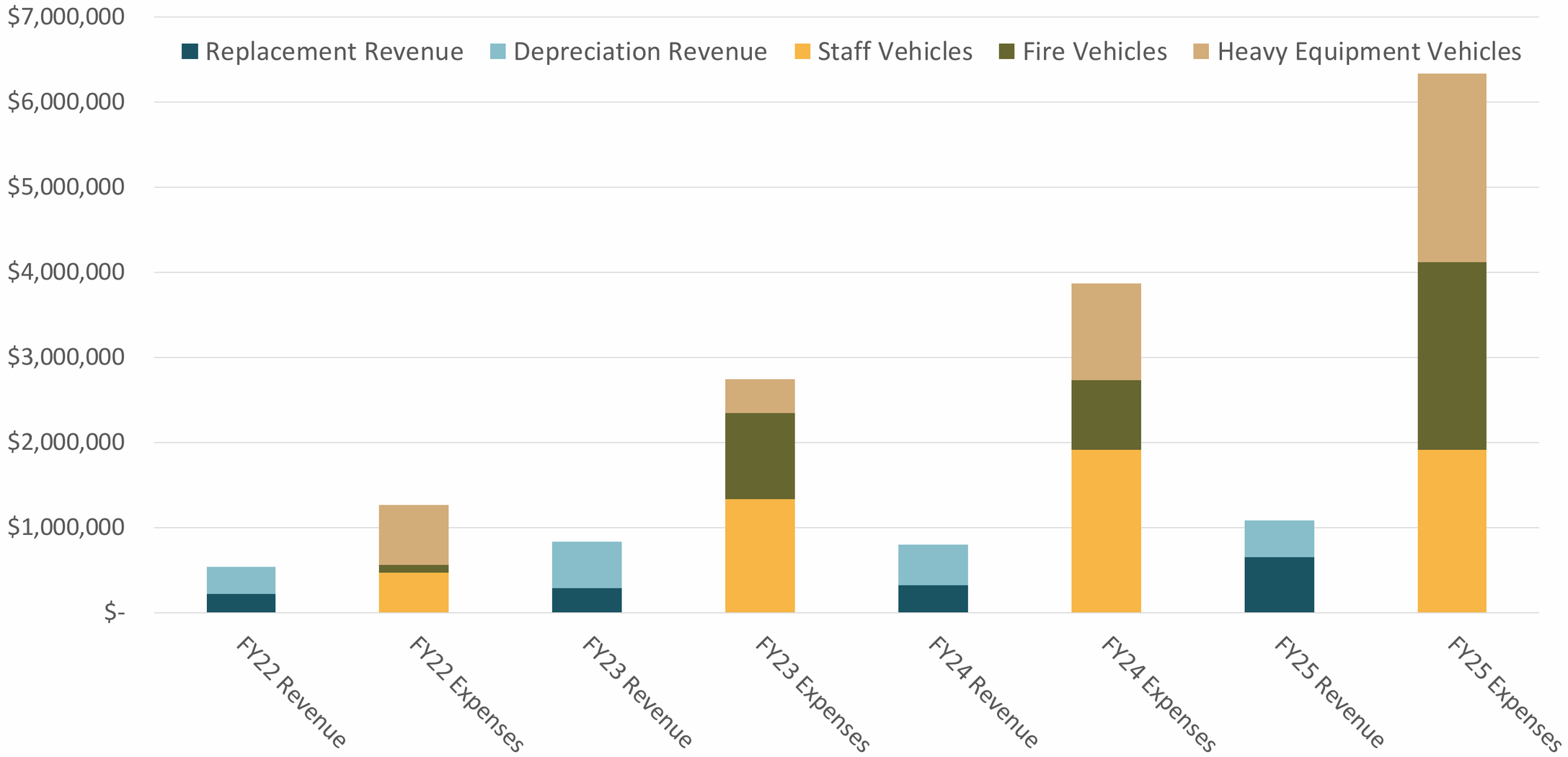
CHARACTERISTICS	SCORES
Health and Safety	0-3
Preventative Maintenance	0-2
Community Enhancements	0-3
Strategic Priority	0-2
Equipment Replacement	0-2
Funding Source(s)	0-4
Long-Term Operating and Maintenance Costs	0-4
Easements	$0.00
Leasehold Improvements (improvements to a leased asset that would normally be capitalized if those same improvements were made to a County owned asset)	$25,000.00
Construction in Progress	Projects expected to exceed capitalization threshold based on applicable class at completion

Example Asset Prioritization

PROJECT NAME	HEALTH AND SAFETY	PREVENTATIVE MAINTENANCE	COMMUNITY IMPROVEMENT	STRATEGIC PRIORITY	EQUIPMENT REPLACEMENT	GRANT FUNDING SOURCE	OPERATING & MAINTENANCE	TOTAL	TIMELINE
Replacement of Damaged, Leaking Roof	3	2	1	2	0	0	4	12	Year 0
Bike Pump Track	0	0	3	2	0	4	2	11	Year 0-1
Utility Extension for Housing Project	1	0	3	2	0	2	4	12	Year 2-4
New Office Building	1	1	1	2	0	0	0	5	Year 8-10
Roads** Maintenance	2	2	3	2	0	2	4	15	Annual



Budgets and Funding



Fleet Budget Example

Other Considerations and Recommendations

Different Assets / Recommending Different Practices

ROADS

- Specific funding for specific roads (SB1, STIP, etc.)
- Constant maintenance is required
- Disaster funding changes priorities
- Prioritization criteria
  - Pavement condition index
  - Frequency of travelers
  - Hazard mitigation

INVENTORY REPLACEMENT

- Example assets: computers, cars, etc.
- Routine
- Example strategy: 100 assets, 5-year replacement timeline, 20/year)

Reserve Policy
Proposed Change

Proposed Reserve Policy Changes

MINIMUM GENERAL FUND RESERVES

- 22.7% – Current
- 16.7% – Proposed
  - GFOA changed guidance
  - Recent disasters have not required reserves until FY25 budget

TOTAL EXPENDITURES EXCLUSIONS

- Capital and Transfers – Current
- Capital and Grant-funded Expenditures – Proposed

Reserve Policy Change

	CURRENT	PROPOSED
Average General Fund Expenditures FY22-FY24	$ 66,845,828	$ 46,144,811
Calculation logic	Total expenditures – capital – transfers	Total expenditures – capital – grant funded departments (HHSA and CSS)
Minimum Threshold	22.7%	16.7%
Reserve Target	$ 15,174,002	$ 7,706,183
Balancing Adjusted Current Reserves	$ 8,351,195	$ 8,351,195
Additional Reserve Contributions Required	$ 6,822,808	$ -(645,012)
Additional Reserve Reduction – Could be redirected to Capital Asset Management Budget	$ 0	$ 3,474,776

THANK YOU
ANY QUESTIONS?

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe).

For this staff report, these various bodies will be referred to as "committees." Mariposa County currently has thirty-six (36) active committees, six (6) inactive committees, and four (4) that are either not public-facing committees or are only activated if there is an appeal. Eleven of our committees are required by State Law, which means the codified California legislation states the County "shall" have these committees in place. Over the last few years, questions about various inconsistencies and associated costs with staff support have been raised regarding our local committees. The Guidehouse study also included a recommendation that the County "assess structure and processes for commissions and committees."

Staff would like directions from the Board on the following:

1) Oversight/Organization

The biggest question has been who has the authority to determine how committees operate and their focus areas. Ultimately, the Board of Supervisors has authority over their appointed committees, which should continue. However, because no single department oversees all committees, inconsistencies in the content and structure of required documentation, such as agendas, minutes, and by-laws, as well as how meetings are conducted, have been identified. It has also come to the attention of the sponsoring Board member and the Clerk of the Board that the agendas of many of the committees are no longer aligned with their stated purpose. While the Board has tried to remedy some of these issues through the Committee Policy, previously approved by the Board, more oversight is needed to ensure the Policy is fully implemented.

Since departments already contact the Clerk of the Board's office for questions, concerns, direction, or when they feel they need support during committee meetings, staff recommends the Board direct the Clerk of the Board and the County Administrative Officer to assess the resources necessary to support the committees and determine whether the Board should consider an alternative structure and

processes to ensure we are providing appropriate oversight with reasonable levels of staff resources. Several department heads have expressed frustration with the amount of staff time spent supporting these committees and question whether such committees are the best approach to soliciting public input on some of the issues confronting the County. Additional resources will be necessary if the Clerk's Office assumes more responsibility for supporting committees. Staff, therefore, asks for Board direction to identify how such resources might be made available.

Under an alternative structure, we anticipate that collaboration between the Clerk of the Board's Office and departments with committee responsibilties would not end. Each department head responsible for a committee would identify an appropriate point of contact who would ensure items included in the agendas reflect the department's vision regarding progress toward achieving the committee's goals. The Clerk would run committee agendas and minutes like those prepared for the Board. There would be a set deadline for agenda items for each committee meeting. In collaboration with the department, the Clerk would assist in ensuring the agendas align with the purpose of the Board-approved committee.

2) Cost

Currently, staff at all levels in several departments work as "staff" for committees. It is very difficult to estimate the costs incurred through staff support for the 36 active committees, and we have no visibility on costs for the other infrequently activated committees.

In order to provide some indication of costs incurred, we consulted with department heads and staff. We have a wide range of staff members from many different offices who provide services as staff for committees. For example, the Planning Department oversees multiple committees. Nearly every Planning staff member supports committees to some extent, whether by preparing supporting documentation or attending meetings. We asked one of the Planning Staff members to track their time working solely on committees. For an Office Technician supporting nine (9) committees over two and a half months, the total cost to the county to prepare these meeting agendas/minutes totaled $2,247.61. Again, this is for one junior employee out of five or six in the Planning Department who support these committees.

This is not uncommon, as several departments have similar situations. Multiple people assisted in the prep work for the 36 active committees.

3) Continuance

The staff is recommending the dissolution of several committees. These committees either no longer meet their purpose, have not met in some time, or simply no longer align with the community and County's vision. Staff further recommends name changes and/or combining of committees. For example, the Cathey's Valley Cemetary Ad Hoc Committee and the Mariposa Town Cemetary Ad Hoc Committee could be combined and, if so, should include the person responsible for the Coulterville Cemetary.

Staff is seeking direction from the Board on the dissolution of said committees. ***Please see the attached spreadsheet.***

Staff recommends the dissolution of all eight (8) Planning Advisory Committees at appropriate times: El Portal Planning Advisory Committee, Fish Camp Town Planning Advisory Council, Midpines Planning

Advisory Committee, Wawona Town Planning Advisory Committee, Yosemite West Planning Advisory Committee, Coulterville Planning Advisory Committee, Greeley Hill Planning Advisory Committee, and Cathey's Valley Community Planning Advisory Committee.

Staff would like Board direction to find more effective and less resource-intensive ways to solicit public input on proposed projects and other issues in town planning areas. For example, public hearings must be held for projects such as those announced by KOA/Terramore. To hear all public input on such projects, perhaps the number and timing of such workshops should be increased to ensure all voices are heard. Similarly, workshops could be developed and scheduled in town planning areas around specific community concerns, such as residential lighting.

If the Board is interested in dissolving PACs, staff would like direction from the Board on developing a procedure/policy. This policy/procedure would lay out the requirements for notifying and soliciting public input.

4) Purpose

Many of our committees have been in place for decades. They were created for specific purposes that may or may not have not been met. Staff recommends that each committee be evaluated to ensure they are meeting the County's needs and those of their respective communities and that the County is using taxpayers' dollars responsibly. For the committees not recommended for dissolution in the attached spreadsheet, staff would like direction from the Board to work with each of them to evaluate their purpose and consider setting sunset dates for those committees not required by law or needed for specific projects.

While this project will take time and may occur in phases, staff believe this is the best course of action to increase consistency across our committees while cutting the total cost spent on managing the committees. Our goal is to ensure that if tax dollars are spent, they are for the benefit of the community. These changes would ensure each remaining committee has a clear vision and purpose that aligns with county goals, that staff resources are used as efficiently as possible, and that they comply with state laws, local ordinances, and policies.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Besides adopting the committees' policy, the Board has not discussed all county committees as a whole.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not give directions, and all will remain status quo.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Resolution_2022-637 - Amended Committee Policy**
2. **Committees**
3. **Public Comment - Armstrong**
4. **WTPAC - Ambry**

5. **WTPAC - Bachmann**
6. **WTPAC - Banks**
7. **WTPAC - Cerles**
8. **WTPAC - Christensen**
9. **WTPAC - Coyle**
10. **WTPAC - Draine**
11. **WTPAC - G. Gibb**
12. **WTPAC - Gibb**
13. **WTPAC - Harder**
14. **WTPAC - Hopkins**
15. **WTPAC - Hoying**
16. **WTPAC - Jones**
17. **WTPAC - Kehrer**
18. **WTPAC - Kelly**
19. **WTPAC - King**
20. **WTPAC - Maxwell**
21. **WTPAC - Peinado**
22. **WTPAC - Peterson**
23. **WTPAC - Rollins**
24. **WTPAC - Simon**
25. **WTPAC - Sischo**
26. **WTPAC - Step**
27. **WTPAC - Stephens**
28. **WTPAC - Vandehey**
29. **WTPAC - Watson**
30. **WTPAC - Winward**
31. **WTPAC - Yost**
32. **WTPAC-Apple**
33. **WTPAC-Bachmann**
34. **WTPAC-Christianson**
35. **WTPAC-Heuvelhorst**
36. **WTPAC-Loberg**
37. **WTPAC-nbmk4w462v**
38. **WTPAC-Spindler**
39. **WTPAC-Stone**
40. **WTPAC-Garth**
41. **Loberg**
42. **Planning Department H8**
43. **WTPAC-Villarreal**

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-637

MEETING: November 8, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Amend the Committee Policy

RECOMMENDATION AND JUSTIFICATION:
Approve Amendments to the Committee Policy, Effective Immediately.

Upon adoption in February, the policy was distributed to administering departments to provide to the various committees and commissions. Over the last eight and a half months, requests for changes and questions of clarification have been presented to the Clerk of the Board's Office. Changes vary based on different needs.

1) Allowing for County staff to take minutes, if approved by the Department Head.
2) Additional language that reiterates certain sub-committees are not bound by the Brown Act.
3) Clarifying definitions.
4) Additional language of communication responsibility of the chair.
5) Removal of standing committees from the sunset date list.
6) Clarification on what policies, procedures, and codes are given to the committees.
7) Clerical and grammatical corrections.

These amendments were reasonable in nature and are requested to be approved.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 15, 2022, the Board adopted Resolution 22-115 establishing a new Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees.

On August 24, 2021, the Board discussed the concept of a committee's 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 committees will continue to operate with the current policy. The Board may remove or alter provisions of this policy as it deems necessary.

ATTACHMENTS:
Amended Committee Policy - final (PDF)

REF ID# 13475

Mariposa Committees Policy and Resolution - working - 10-24-22 W TRACK CHANGES (DOCX)
Change Log for Policy (DOCX)

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

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 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 composed of less than a quorum of the committee created for a particular project or task and/or for a specific limited timeframe and which is usually 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 a 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.

Adopted 2/15/22 with Res.2022-115
Amended 11/08/22 with Res. 2022-637

- Quorum

  One-half of the committee membership, plus one, unless defined otherwise by law.

- Standing committee

  A committee with a continuing subject matter jurisdiction, or a meeting schedule fixed by ordinance, resolution, or formal action of the Board of Supervisors.

- 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 or ordinance of the Board of Supervisors 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 of Supervisors 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 - Initial Sunset Dates," which is attached hereto and incorporated herein by reference.

5.5 A committee shall cease to exist upon the accomplishment of the special purpose for which it was created, upon reaching an unextended sunset date, or when dissolved by a majority vote of the Board of Supervisors. The Board of Supervisors may dissolve a committee prior to a discretionary committee's established sunset date.

5.6 The Board of Supervisors shall retain discretion to remove any committee member as it deems necessary, for any cause.

6. APPLICATION AND APPOINTMENT PROCEDURES

6.1 County committees are meant to inform policy regarding the needs of Mariposa County residents. Consequently, committee members must reside or work within Mariposa County, unless otherwise defined by the establishing authority.

6.2 All new committee members must submit a completed County Committees application to the Clerk of the Board, along with answers to any supplemental questions, prior to any advertised deadline. The Clerk shall log valid applications and forward them to the administering department to vet qualifications and prepare a Board item seeking the appointment of any new committee member. 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 of Supervisors 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 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 Board of Supervisors 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 of Supervisors.

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 this committee policy, the Policy Against Discrimination and Harassment in the Workplace, the Injury, Illness, and Prevention Program, the Brown Act, and the ADA Grievance Procedure and shall acknowledge their receipt. The administering department shall be responsible for providing the policies, obtaining signed acknowledgments, and keeping all acknowledgments until two years past the member's resignation or removal from the committee.

7. NEPOTISM

The role of advisory committees is to provide diverse and impartial input from throughout the county. Consequently, no more than one family member may serve on the same committee.

For purposes of this policy, family members are defined as spouse, child, step-child, parent, stepparent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian, significant other, or any other member of an individual family household, or that have such familial relationships as are specifically identified above that live in separate households.

8. ORIENTATION

Each committee shall have an orientation packet for new members which includes:

A. A copy of this policy.
B. Copies of any laws, regulations, and/or other applicable 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. Copies of the last three (3) committee minutes and recent reports prepared for the Board of Supervisors review, as well as a schedule of meetings if one exists.
D. A copy of the committee's rules of procedure, whether Rosenberg's Rules or Roberts' Rules of Order.
E. A roster of all current committee members, as well as the County staff which regularly interacts or presents to the committee.
F. 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 committee chairperson 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 – Bylaws," which is attached hereto and incorporated herein by reference, and must be approved by the Board of Supervisors. Committees have the flexibility to add additional by-law provisions providing that they do not conflict with, or negate, the required provisions contained in Appendix 2 of this policy.

9.2 Newly formed committees shall have adopted by-laws approved by the Board of Supervisors within 90 calendar days of the committee's first meeting.

9.3 Existing committees named in Appendix 1, attached hereto, shall have adopted by-laws approved by the Board of Supervisors not later than 90 days after the committee's next scheduled meeting that occurs after the adoption of this policy.

10. REPORTING AND REVIEWS

10.1 Each committee shall select a member (or staff if available and approved by the administering department head) to prepare and maintain meeting minutes.

A. Minutes shall, at a minimum, contain the information noted in "Appendix

3 – Minutes," which is attached hereto and incorporated herein by reference. 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/yopics 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; and

D. Goals and objectives for the next year.

B. Committees are at liberty to add additional information to the annual report 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 action, including dissolution of the committee

prior to the sunset date, may be considered.

10.6 An agenda item for a mid-term review of each committee shall be scheduled and prepared by the Clerk of the Board before the Board of Supervisors in the second year of the committee's four year term.

10.7 Agenda items for sunset reviews shall be scheduled and prepared by the Clerk of the Board before the Board of Supervisors in the last year of the committee's four year term, but prior to its sunset date, to allow the Board to consider the committee's purpose, effectiveness, and possible sunset date extension.

10.8 Mid-term and sunset board reviews will nominally include consideration of the annual reports, and will provide the committee members the opportunity to provide feedback regarding the committee's objectives relative to its purpose, as well as to allow the Board of Supervisors to provide direction.

11. STANDING RULES

11.1 If required, committee members shall take the loyalty Oath of Office, found in "Appendix 4 – Oath of Office," which is attached hereto and incorporated herein by reference, 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 member who receives 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 the provisions of California Government Code Section 54950 et seq. (the Ralph M. Brown Act), which mandates open meetings for local legislative bodies.

A. Exceptions to this rule are ad-hoc or sub-committees established by the committee, which consist of less than a quorum of the committee. If an ad-hoc or sub-committee consists of a quorum of the committee, it will be subject to the Brown Act.

11.4 Committee members shall be responsible for having a working knowledge of the establishing ordinance or 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 the original members in a number that equals or exceeds a quorum of the committee, and if no recording exists for new members to review to become qualified to vote on the minutes, then minutes may be deemed approved and marked as a "Technical Approval" under this policy.

11.7 Draft and approved minutes are to be posted to the agenda management system by County staff.

11.8 Comments, decisions, or actions by discretionary committees are wholly advisory and it is not the responsibility, or within the authority, of an advisory committee to make decisions, manage, or direct the delivery of services or facilities.

11.9 Contact between the committee and county staff should be made through the committee chair. The committee chair is responsible for ensuring that contacts between the committee and county staff remain fluid and timely.

11.10 Committee members represent the County of Mariposa and shall avoid impropriety and the appearance of impropriety, and shall not use their appointed position to further their own financial/pecuniary gain or for any other purpose not directly related to the governmental function they have been appointed to perform.

11.11 Committee members shall not misrepresent the scope of their influence or authority in matters assigned to their committee or represent recommendations of their respective advisory body as official county policy until such time as formal action, such as adoption of a resolution, has been taken by the Board of Supervisors.

11.12 Committee members shall not represent the committee before any other committee, commission, outside agency, the press, or the general public unless authorized as the designated spokesperson by the committee.

11.13 The County is committed to providing a safe and dignified environment for all employees and volunteers, alike. Consequently, committee members are subject to all County human resources 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.

11.14 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; and

E. Any other relevant information which would help determine whether there is a basis for any charge of misconduct, wrongdoing, or policy noncompliance.

11.15 Upon receipt of a complaint against a committee member, the Human Resources division shall so inform the department head of the administering department as well as the Board of Supervisors and shall commence an investigation. The committee member in question shall be automatically suspended from his or her committee duties while the investigation is being conducted.

11.16 The Human Resources division shall conclude its investigation within forty-five (45) days, and shall issue its findings.

11.17 Any findings of noncompliance shall result in automatic removal of the committee member from all County committees upon which the member serves.

EXHIBIT "A"

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committee

APPENDIX 1 – INITIAL SUNSET DATES

Adopted 2/15/22 with Res.2022-115
Amended 11/8/22 with Res. 2022-637

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 apppointment 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
4 YEARS			
Airport Advisory Committee	Public Works	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
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 Tranportation 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 Deparment 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 Committee

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 shall 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, resolution, 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 Committee's name> 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 Americans with Disabilities Act (A.D.A.), and all other applicable laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the <Name of Person or Position and contact information if not given elsewhere on the agenda.>

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittee shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act 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.

Section G – Each voting member has one vote and no proxy.

EXHIBIT "A"

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committee

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>

Adopted 2/15/22 with Res.2022-115
Amended 11/8/22 with Res. 2022-637

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committee

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.

Committee Name	When it was Adopted	The Authority	Required/ Not Required	Active/ Inactive	Department	Purpose	Proposed Dissolution (N/A, Yes, No, Committee Support)	Date of Last Meeting
Mariposa County Solid Waste AB 939 Local Task Force	Resolution 2003-116 April 15 2003	PRC 40900 – 40977; Resolution 2003-116; CCR Title 14, Section 18788; Resolution 2007-539; Resolution 2014-156; Resolution 2017-36	Yes	Active	Public Works Department	Review and comment on the planning documents regarding the five-year County Integrated Waste Management Plan (CIWMP) and to provide solid waste programs in accordance with CCR Title 14, Section 18788. To ensure a coordinated and cost-effective regional recycling system, the task force shall do all of the following: Identify solid waste management issues of countywide or regional concern; Determine the need for solid waste collection and transfer systems, processing facilities, and marketing strategies that can serve more than one local jurisdiction within the region; Facilitate the development of multi-jurisdictional arrangements for the marketing of recyclable materials; To the extent possible, facilitate resolution of conflicts and inconsistencies between goals, policies, and procedures which are consistent with guidelines and regulations adopted by the board, to guide the development of the sitting element of the countywide integrated waste management plan.	N/A	2/13/2020
Behavioral Health Board	Resolution 2017-289 May 16 2017	Welfare and Institutions Code 5604; Resolution 2017-289; Resolution 2017-340	Yes	Active	Clerk of the Board; Administered by HHSA	As mandated by Section 5604.2 of the California Welfare and Institutions Code, the Behavioral Health Board shall: Review and evaluate the community's mental health needs, services, facilities and special problems. Review any county agreements entered into pursuant to W&IC Section 5650. Advise the Mariposa County Board of Supervisors and the local mental health director as to any aspect of the local mental health program. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Submit an annual report to the Mariposa County Board of Supervisors on the needs and performance of the County's mental health system. Review and make recommendations on applicants for the appointment of a local director of behavioral health services. The Behavioral Health Board shall be included in the selection process prior to the vote of the Board of Supervisors. Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council.	N/A	12/4/2024
First 5 of Mariposa County	Ordinance 944 May 18 1999	CA Children and Families Program – HSC [130140]; Ordinance 1063; Ordinance 1032; Ordinance 1024; Ordinance 944; Resolution 2000-295; Resolution 2005-496	Yes	Active	HHSA	Create and implement a comprehensive, collaborative, and integrated system of information and services to promote, support, and optimize early childhood development from the prenatal stage to five (5) years of age.	N/A	12/9/2024
Law Library Trustees	Ordinance 169 November 10 1953 (re established in accordance with BPC 6300)	Business & Professions Code Section 6301 and 6301.5; Mariposa County Code Chapter 2.44; Resolution No. 1991-19; Ordinance 856; Ordinance 971; Ordinance 169	Yes	Active	County Counsel	To insure maintenance and updating of the Law Library.	N/A	12/5/2024
Local Agency Formation Commission (LAFCo)	Lafco Resolution 001 August 16 1966	Government Code Section 56329; LAFCo Resolutions 2014-4 and 2014-5	Yes	Active	Planning Department	To review and approve/disapprove proposals for formation of, or annexation to, special districts. Assures orderly formation of local governmental agencies based upon local conditions and circumstances.	N/A	2/27/2024

Local Child Care Planning Council	Resolution 1998-378 October 13 1998	Education Code – EDC 8499-8499.7; Resolution 1998-378; Resolution 1998-379	Yes	Active	HHSA	To serve as a forum to address the child care needs of all families and for all child care programs, both subsidized and non-subsidized in Mariposa County.	N/A	unknown
Local Enforcement Agency Hearing Panel (LEA)	Resolution 1992-191 April 14 1992	PRC Section 44308(a)(5); Resolution 1992-191; Resolution 1995-219	Yes	Active	HHSA	To conduct hearings, determine the facts and issue binding decisions pertaining to the County Solid Waste Management Plan and other solid waste issues in Mariposa County.	N/A	unknown
Local Transportation Commission Technical Advisory Committee	LTC Resolution 1987-2 February 17 1987	PUC 131265 (d); LTC Resolution 1987-1; LTC Resolution 1987-2	Yes	Active	Public Works Department	To make recommendations to the LTC on matters such as the Regional Transportation Plan, and the annual transportation planning Work Program.	N/A	12/4/2024
Safety Committee	Resolution 1991-181 April 23 1991	Resolution 1991-181; Resolution 2015-330; Resolution 2017-556; Senate Bill 198, Labor Code 6401	Yes	Active	County Counsel/ Risk Management	To provide a safer workplace for County employees, reduce accidents and injuries through a concerted and educated effort, and to maintain County compliance with all applicable State and Federal safety laws, (Senate Bill 198, Labor Code Section 6401.7, which requires that every employer establish, implement, and maintain an effective Injury Prevention Program.)	N/A	7/18/2024
Social Services Transportation Advisory Council	LTC Resolution 1988-2 April 19 1988	LTC Resolution 1988-2; PUC 99238; LTC Resolution 1988-3	Yes	Active	Public Works Department	Advise the Transportation Planning Agency regarding needs, including coordination and consolidation of specialized transportation services per PUC Section 99238.	N/A	10/30/2024
Air Pollution Control District Hearing Board	Resolution 1973-94 August 28 1973	Resolution 1973-94; Health and Safety Code Sections 40800, 40801, and 40804	Yes	N/A	HHSA - Environmental Health Division	Required by state law. An appeals board to hear appeals from denials of the Air Pollution Control Officer for construction or variances.	N/A	N/A
Airport Advisory Committee	Resolution 1993-387 July 6 1993	Resolution 2021-517; Resolution 2010-262; Resolution 2009-479; Resolution 2008-456; Resolution 2004-352; Resolution 1993-387	No	Active	Public Works Department	The Airport Advisory Committee was established as an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport comprehensive land use plan for the Mariposa-Yosemite Airport. To review, advise, and provide recommendations to the Planning Commission and Board of Supervisors on land use projects in the Mt. Bullion area that may affect airport operations. To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport master plan, with said airport master plan to include consideration of the operation of the airport.	N	12/9/2024
Americans with Disabilities (ADA) Advisory Committee	Resolution 2023-605 November 7 2023	Resolution 2023-605	No	Active	Public Works Department	Advise and make recommendations to the Board of Supervisors and Public Works Department regarding ADA compliance and matters pertaining to individuals with disabilities.	Y	never
Area 12 Agency on Aging PSA-12 Agency	Services Provider/PSA A12AA (88-92)	Joint Powers Agreement Between the Counties of Alpine, Amador, Calaveras, Tuolumne, and Mariposa.	No	Active	HHSA	Advise Governing Board in accordance with appropriate laws, rules, regulations and by-laws; six meetings per year; meetings held in Tuolumne County.	N	12/16/2024
Building Department Advisory and Appeals Board	**Resolution 1986-92 March 11 1986**	Resolution 1986-92; Resolution 2003-206; Resolution 2005-151; Ordinance 1073	No	Active	Building Department	Provide technical advice, as requested, to the Building Department and/or Board of Supervisors, pertaining to building construction in Mariposa County. Serve as screening committee to make recommendations re: hiring of Chief Building Inspector. Shall hear appeals based upon disputes between persons in building industry and Building Department re: decision adversely affecting appellant.	N	unknown

Catheys Valley Cemetery Ad Hoc Committee	Resolution 1992-578 November 10 1992; Ordinance 838 October 27 1992	Ordinance 838; Resolution 1992-578; Ordinance 1012; HSC 8115 says county "may by ordinance prescribe such standards governing burial ..."	No	Active	Public Works Department - Recreation Division	Conducting day-to-day operation of the Catheys Valley Cemetery, controlling interments therein pursuant to rules approved by the Board of Supervisors, preparation of proposed rules regarding operations/interments in the Catheys Valley Cemetery for Board approval, resolution of public grievances through the Deputy Director, Parks & Recreation.	Y	unknown
Catheys Valley Community Planning Advisory Committee	Resolution 2016-112 March 8 2016 Rescinded Resolution 2003-438 December 2 2003 Rescinded **Resolution 1994-273 June 28 1994**; Ordinance 973 April 9 2002	Resolution 2016-112; Ordinance 973	No	Active	Planning Department	To prepare and recommend a Community Plan; Prepare applicable implementation regulations – such as zoning and design review – for the Community Plan to be adopted by the Board of Supervisors; and make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.	Y	6/22/2023
Commission on Aging	Resolution 1982-14 January 19 1982 Rescinded **Resolution 1978-169 October 3 1978**	Resolution 1982-14; Resolution 1983-238; Resolution 1988-106; Resolution 1991-46; Resolution 2005-584; and Resolution 2023-623	No	Active	HHSA	To provide better communication between the aging, the aged, and the balance of the community and to assist such persons in taking advantage of available opportunities to find solutions to community problems which may affect them.	Y	10/23/2024
Coulterville Cemetery	Resolution 1992-578 November 10 1992; Ordinance 838 October 27 1992	Ordinance 838; Resolution 1992-578; Ordinance 1012; HSC 8115 says county "may by ordinance prescribe such standards governing burial ..."	No	Active	Public Works Department - Recreation Division	Conducting day-to-day operation of the Coulterville Cemetery, controlling interments therein pursuant to rules approved by the Board of Supervisors, preparation of proposed rules regarding operations/interments in the Coulterville Cemetery for Board approval, resolution of public grievances through the Deputy Director, Parks & Recreation.	Y	unknown
Coulterville Planning Advisory Committee	**Resolution 1988-173 April 19 1988**; Ordinance 973 April 9 2002	Resolution 1993-183; Resolution 1993-397; Resolution 1996-409; Ordinance 973	No	Active	Planning Department	Advisory and Resource to the Planning Commission, review and provide recommendations on development proposals, site plans and bldg. designs within the Historic Preservation Area of Coulterville; guidance and technical assistance to persons wishing to construct in historic preservation area of Coulterville; review, maintain and recommend updating standards, programs and specifications of Historic Preservation portion of this document and such implementing ordinances or regulations as may be developed by the County. Provide recommendations to County Officials concerning issues and quality of life in Coulterville.	Y	3/31/2024
Coulterville Service Area No. One Advisory Board (AKA Countywide County Service Area)	Resolution 1995-63 February 14 1995 Rescinded **CSA No. 1 Resolution 1980-001 March 11 1980**	Resolution 1991-475; Resolution 1995-63; Resolution 1997-24	No	Active	Public Works Department	Acts in an advisory capacity to the Board of Directors on matters affecting policies and the operations of the Coulterville Service Area No. One; reviews summaries from the Public Works Department of expenditures by vendors and labor activities, revenues and utility capital fund balances and provides input as appropriate; review status reports on maintenance activities conducted prior to meetings and upcoming planned maintenance activities and reviews and provides input for upcoming capital projects. The Advisory Board will be kept informed by the Public Works Department and given copies of the service area operational and maintenance manuals, including new manuals as they are prepared.	N	11/15/2021

County Code Compliance Advisory Committee	Resolution 2021-331 June 8 2021	Resolution 2021-331; Resolution 2021-682	No	Active	Planning Department	Develop recommendations to the Board of Supervisors for an effective code compliance process and program. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.	Y	12/20/2024
Creative Placemaking Strategy Advisory Committee	Resolution 2018-26 Janurary 16 2018	Resolution 2018-26; Resolution 2019-525	No	Active	Planning Department	Assist staff in pursuing grant funding and other resources to support a consultant-led process to develop a Creative Placemaking Strategy (CPS); Formulate, design, implement and participate in a public management program involving stakeholders in the community, for the establishment of a CPS; Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to: identify existing placemaking resources and opportunities, and recommend projects, programs and policies needed to efficiently implement the General Plan and Economic Vitality Strategy's placemaking goals; Support the work of staff and/or consultant in the development, approval and implementation of a CPS: the CPS shall facilitate the implementation of the 2006 General Plan's placemaking goals, and address the creative placemaking aspects of the Economic Vitality Strategy, and the CPS shall identify, evaluate and recommend the implementation of feasible placemaking projects, programs and policies that are addressed in the General Plan. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy.	N	12/16/2024
Fire Advisory Committee (MCFAC)	Resolution 2019-303 June 4 2019	Resolution 2019-303; Resolution 2019-415; Resolution 2020-627; Resolution 2022-539; Resolution 2023-596	No	Active	County Fire	To make recommendation for fire related issues to the Board of Supervisors, which will facilitate the implementation and ongoing maintenance of the Countywide Community Wildfire Protection Plan (CCWPP) and other needed fire plans, strategies, goals and documents (For the full purpose and functions see Res. 19-303)	N	12/18/2024
Fish Camp Town Planning Advisory Council	Resolution 2000-96 Rescinded … **Resolution 1983-298 October 11 1983**; Ordinance 973 April 9 2002	Resolution 2007-73; Ordinance 973	No	Active	Planning Department	This Committee is appointed as an advisory group to the County Planning Commission and also serves as a resource group and as such should provide information and suggestions to prospective developers upon request.. . . . . (Additional duties see page 3, Res. 00-96).	Y	10/26/2024
Historic Sites and Records Preservation Commission	Ordinance 870 February 15 1994	Ordinance 870; Ordinance 1157	No	Active	Planning Department	(1) prepare and recommend a Plan; (2) prepare applicable implementation regulations – such as zoning and design review – for the Plan to be adopted by the Board of Supervisors; and (3) make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.	N	12/9/2024

Housing Program Advisory Committee	**Resolution 2017-365 June 6 2017**	Resolution 2017-365; Resolution 2017-607; Resolution 2023-521	No	Active	Planning Department	To: Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participation by the community and stakeholders in the housing programs planning process required by the referenced 2014 -2019 Mariposa County Housing Element Program 2.1; Identify, evaluate and recommend the implementation of feasible programs to address the housing needs of all economic segments of the community, including the needs of special populations such as the homeless, disabled, elderly and seasonal workers; Support the work of staff and consultants in the conduct of fact-finding and data gathering necessary to identify housing programs and related operation, administration and management of such programs; Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operations, best practices and inter-governmental and public-private partner relationships to ensure the successful, permanent, ongoing operation of housing programs; Provide periodic assessment, evaluation and feedback to the Board of Supervisors regarding the success of programs and related administration and management approved for implementation; Coordinate with other public agencies, and with for profit and non-profit entities to identify and facilitate implementation of housing programs; and Identify, evaluate, recommend and facilitate the acquisition of grant and other funding to facilitate the development of housing for extremely low, very low, low, and moderate incomes and for populations with special housing needs.	N	7/25/2024
In Home Supportive Services Advisory Committee (IHSS)	**Resolution 2002-144 May 14 2002**; Ordinance 1002 December 16 2003	WIC (12301.3) (AB 1682); Ordinance 1002; Resolution 2002-144; Resolution 2002-420; Resolution 2003-63; Resolution 2005-99; Resolution 2011-04, Resolution 2011-589, Resolution 2013-118; Resolution 2021-74	No	Active	HHSA	(1) submit recommendation to the Board of Supervisors on the preferred mode of services to be utilized in the County for IHSS; and (2) provide ongoing advice and recommendation regarding IHSS related to the delivery of Services to the Board of Supervisors, and administrative body in the County that is related to the delivery and administration of IHSS, and the Governing body and Administrative Agency of the public authority, non-profit consortium, contractor and public employees.	N	12/16/2024
Mariposa Advisory Task Force (MATF)	Resolution 2024-87 March 5 2024 Ammended … **Resolution 2002-276 July 16 2002**	Resolution 2002-276; Resolution 2003-006; Resolution 2004-003; Resolution 2024-87	No	Active	Planning Department	Review and evaluate the Town Plan and its policies and programs to provide recommendations for plan updates, including but not limited to: Consideration and review of existing development conditions to establish current baseline development data. Evaluate and recommend zoning and development standards changes considering alignment with the Development Code update. Establish plan update task prioritization list as relates to County project advancements within the plan area, such as the Creek Parkway, Fournier Road Bridge, Streetscape Improvement Plan, Gateway Murals, and Elements. Evaluation and review of Mariposa Public Utility District (MPUD) Service Area Annexation to the Town Plan Area for creation of any plan update needs recommendations. Consider and recommend circulation and any additional street improvement program in the Town Plan Area. Provide recommendations to implement, modify, update, or eliminate programs or policies and propose new programs or policies responsive to the needs of the Town Plan Area for economic development, as well as alignment of the Town Plan for COunty housing objectives and the 2024 Housing Element Update.	N	6/23/2004

Mariposa Town Cemetery Ad Hoc Committee	**Resolution 1992-578 November 10 1992**; Ordinance 838 October 27 1992	Ordinance 838; Resolution 1992-578; Ordinance 1012; (Final Budget Hearings for FY 98-99 Transferred Cemetery Function to PWD/Parks & Rec.); Resolution 2006-235; HSC 8115 says county "may by ordinance prescribe such standards governing burial ..."	No	Active	Public Works Department	Conducting day-to-day operations of the Mariposa Town Cemetery, controlling interments therein pursuant to rules approved by the Board of Supervisors, preparation of proposed rules regarding operations/interments in the Mariposa Town Cemetery for Board approval, resolution of public grievances through the Community Services Director.	N	12/4/2024
Merced River Trail Community Working Group	Resolution 2019-405 July 9 2019	Resolution 2019-405; Resolution 2021-661	No	Active	Planning Department	Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation by the development of the Merced River Trail Master Plan; Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming; Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to (1) identify and negotiate significant coordinative and logistical hurdles in achieving the trail; (2) recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and (3) ultimately realize the recommendations contained in the Merced River Trail Master Plan; Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.	Y	9/18/2024
Midpines Planning Advisory Committee	Resolution 10-159 April 6 2010 Rescinded **Resolution 2003-383 October 21 2003**; Ordinance 973 April 9 2002	Resolution 2017-34; Ordinance 973; Resolution 10-159; Resolution 95-451; Resolution 89-55	No	Active	Planning Department	(1) prepare and recommend a Community Plan to the Mariposa County Planning Commission; (2) prepare and recommend applicable implementation regulations for the Plan – such as zoning and design review – to be adopted by the Board of Supervisors; and (3) make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.	CS	11/13/2024
Parks and Recreation Commission	Ordinance 177 April 10 1956	Mariposa County Code Chapter 2.56; Ordinance 1069; Ordinance 177; Oridnance 469	No	Active	Public Works Department	To act in an advisory capacity to the Board of Supervisors in respect to public recreation: planning, maintenance, development and operation of all recreation areas/facilities owned, controlled, and/or leased by the County. To make recommendations to the Board regarding the acquisition and/or development of recreation areas and facilities.	N	11/14/2024
Planning Commission	Ordinance 848 January 19 1993 Ammended Ordinance 632 November 27 1984 Ammended … **Ordinance 387 August 13 1974**	Ordinance 632 amending Chapter 2.52; Ordinance 848	No	Active	Planning Department	To hear and decide on applications for land use permit or variance permit; appeals from an order, requirement, permit, decision or determination made by county staff in administration and enforcement of zoning regulations; applications for tentative map and parcel map waiver; Environmental Impact Reports.	N	12/10/2025
Water Agency Advisory Board	Resolution WA 23 September 20 1977	Mariposa County Water Agency Act (Chapter 2036, Statutes of 1959) as amended by Chapter 638, Statutes of 1977	No	Active	Public Works Department	Recommends to Water Agency Board of Directors the terms of any loan to be considered; investigates any grant and makes recommendations to the Board of Directors of the Water Agency with respect to the MID Water Funds and FERC relicensing process and surface and ground water issues.	N	10/24/2024

Wawona Town Planning Advisory Committee	Resolution 1998-197 May 26 1998 Rescinded; **Resolution 1982-82 April 27 1982**; Ordinance 973 April 9 2002	Resolution 99-10; Resolution 98-197; Ordinance 973; Resolution 13-222	No	Active	Planning Department	Act as an advisory body to the Mariposa County Planning Commission and the Board of Supervisors for the purpose of developing a specific plan for the Wawona Community Planning Area and for the purpose of making recommendation for implementation.	Y	5/31/2024
Yosemite West District Advisory Committee	**Resolution 1981-003 June 9 1981** (established the District Advisory Committee); **Resolution 1995-119 March 28 1995** (consolidated Budget Advisory Committee into District Advisory Committee)	Resolution 1995-119; Authority History: Yosemite West Dist.- Res. Nos. 1981-3; 82-1; 85-5, Yosemite West Budget Advisory Ad Hoc Committee-MO 12/11/90; Resolution 2014-308	No	Active	Public Works Department	Review, comment and offer recommendations regarding annexation or other adjustments or any matters relative to contracts or agreements outside the service area boundaries; and to make recommendations concerning the Yosemite West Budget.	N	12/12/2024
Agricultural Advisory Committee	**Ordinance 475 (repealed) February 7 1978**; Ordinance 1014 December 14 2004; Ordinance 1015 December 14 2004; and **Resolution 2004-529 (re-established the Committee) December 21 2004**	Resolution 2004-529; Ordinance 1014; Ordinance 1015	No	Active	Planning Department	Advise and provide recommendations on agricultural issues associated with the General Plan and zoning, including requests for General Plan and Zoning Ordinance or map amendments involving agricultural lands and issues; Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) Contracts, applications for cancellation of Williamson Act (Land Conservation Act) Contracts, and non-renewal of Williamson Act (Land Conservation Act) Contracts; Review and provide recommendations on policies for the implementation of the Williamson Act (Land Conservation Act) in Mariposa County; and to provide recommendations to the Board of Supervisors on matters of importance to the agricultural community and agricultural industry.	N	10/3/2024
Central Sierra Broadband Utility Zone Consortium	Resolution 2021-696 December 21 2021	Resolution 2021-696	No	Inactive	Administration - Economic Development	To make ubiquitous broadband available to the Central Sierra Counties through aggregation of users, engagement of providers and potential users, simplification of county and municipal policies and outreach to the unserved and underserved members of the region.	Y	inactive
Childcare Task Force	Resolution 2021-588 October 19 2021	Resolution 2021-588	No	Inactive	Administration	Assist staff and consultants through the process of developing a child care feasibility study. Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the discussion of child care needs in Mariposa County. Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to: i. identify existing child care providers in Mariposa County, and ii. determine how to construct the data into a study, and iii. recommend projects, programs, and policies, as well as identify goals needed to efficiently address the findings of the 2019 Child Care Needs Assessment. Work with Mariposa County High School, the University of California Merced and Merced Community College to create a Career and Technical Education (CTE) program for Mariposa County. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the child care feasibility study, as well as achievements of the Child Care Task Force.	Y	inactive

El Portal Planning Advisory Committee	Resolution 2003-383 October 21 2003 Rescinded … **Resolution 1980-118 July 15 1980**; Ordinance 973 April 9 2002	Resolution 2003-383; Resolution 2003-383a; Ordinance 973	No	Inactive	Planning Department	(1) provide Town representation and recommendations in any collaborative planning effort with the National Park Service for the El Portal Administrative Site; prepare and recommend a collaborative plan for the El Portal Town Planning Area; (2) prepare applicable implementation regulations – such as zoning and design review – for the Town Plan to be adopted by the Board of Supervisors and recommend appropriate development standards for collaboration between the County and National Park Service; and (3) make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.	CS	inactive
Greeley Hill Planning Advisory Committee	Resolution 2003-386 October 21 2003 Rescinded **Resolution 1988-210 May 10 1988**; Ordinance 973 April 9 2002	Resolution 2003-386; Resolution 2013-24	No	Inactive	Planning Department	(1) prepare and recommend a Plan; (2) prepare applicable implementation regulations – such as zoning and design review – for the Plan to be adopted by the Board of Supervisors; and (3) make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.	Y	inactive
Surface Mining Technical Advisory Committee	PRC 2740; 18.02.010 Ordinance 499 on February 27 1979	Mariposa County Code Chapter 18.02; Surface Mining and Reclamation Act of 1975 – AKA PRC 2710 – 2796.5	No	Inactive	Planning Department	Processing and advisory agency to Planning Commission in administration of Surface Mining and Reclamation Act of 1975.	N	inactive
Yosemite West Planning Advisory Committee	Resolution 2003-385 October 21 2003 Rescinded **Resolution 1998-210 June 9 1988**; Ordinance 973 April 9 2002	Resolution 1998-210; Resolution 2003-385; Ordinance 973	No	Inactive	Planning Department	(1) prepare and recommend a Special Plan addressing issues of transient occupancy, development of undeveloped lots, accessory dwellings, bed and breakfast inns, and other issues related to the site development and build-out of the subdivision; (2) prepare and recommend applicable implementation regulations – such as zoning, design review, and other site development standards – for the Special Plan to be adopted by the Board of Supervisors; (3) make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors; and (4) after conclusion of Special Plan process, recommend to the Board of Supervisors land development and regulatory standards for undeveloped and un-subdivided property within the boundary of the Yosemite West Special Planning Area.	Y	inactive
Disaster Council	**Ordinance 600 May 24 1983**; then ammended by Ordinance 709 June 21 1988; then ammended by Ordinance 1131 February 6 2018	Mariposa County Code Chapter 2.80.040; Ordinance 600; Ordinance 709; Ordinance 1131; GOV 8610	No	N/A	Sheriff	The declared purposes of this chapter are to provide for the preparation and carrying out of plans for the protection of persons and property within Mariposa County in the event of an emergency and to provide for the coordination of the emergency functions of this county with all other public agencies, corporations, organizations and affected private persons. It shall be the duty of the Disaster Council and it is empowered, to review and recommend for adoption by the County Board of Supervisors emergency preparedness and mutual aid plans and agreements and such ordinances, resolutions, rules, and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet at least annually upon the call of the chair or, in his absence from the County or inability to call such meeting, upon the call of the vice-chair.	N	N/A
Medical Services Program Appeal Board	Resolution 1984-351 November 26 1984	Resolution 1984-351	No	N/A	HHSA (HSD/ Social Services)	To hear appeals from denial of eligibility for the County Medical Services Program, or from any adverse action proposed or taken.	N	N/A
Wawona Appeals Board	Ordinance 698	Ordinance 698; GOV 65900	No	N/A	Planning Department	Appeals Board shall hear and decide on: An Appeal of a Planning Commission action on a variance application; An Appeal of a Planning Commission action on a conditional use permit application; An Appeal of a Planning Commission action on a subdivision application; Disputes between the County and the Park Service regarding issuance of building permits.	N	N/A

LEGEND	
Color	Meaning
Green	Required by Law and Active
Blue	Required by Law and Activity is N/A because it meets as necessary
Yellow	Not Required by Law and Active
Orange	Not Required by Law and Inactive
Pink	Not Required by Law and Activity is N/A because it meets as necessary

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 1/14/2025 9:14 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Kathleen Armstrong
Email Address: labuelita@sti.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/605/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: January 13, 2024 Mariposa County Board of Supervisors Re: Agenda Item I. 1. Dear Board: Tucked neatly and practically hidden in a spreadsheet in attachments for staff recommendations for dissolution of certain committees in this county, it comes as a shock that one of the most diligent, dedicated and active committees in this county, the Code Advisory Compliance Committee has been recommended to be dissolved. The work of this Committee provides not only valuable research, expertise and recommendations for substantive changes in policies and procedures for county building and planning but some much needed oversight in an advisory capacity. It is my understanding that the CCAC has performed much, if not all of its mission despite the changes in members and with questionable response from the departments to implement its recommendations. The collective experience and expertise of its members represents literally hundreds of years in local government administration, legal research and implementation, building trade and other professions. The work of the CCAC is and should continue to be a mainstay and a lever of guidance and oversight which is otherwise sorely lacking. The reluctance to respect, appreciate and cooperate with this august committee is concerning and points to an overall lack of willingness on the part of the department to adopt policies and procedures that would improve department function including practical staffing and budgets. It appears that the mechanisms to recruit, vet, hire and maintain qualified and capable staff at sustainable levels is a serious problem. But the overall lack of response to CCAC recommendations points to other serious problems. It is unbelievable that there is a recommendation to disband this valuable committee and pushing to hire an outside consultant i.e. Mintier Harnish at an astounding rate of $500,000 or perhaps like the Oracle software situation, a compounding cost to the county and hence county taxpayers. Is this consultancy meant to perform the work that should ostensibly be done by staff? Regardless, the move to disband CCAC is a slap in the face to CCAC committee members who worked on a volunteer basis and to every taxpayer in this county. The trend towards hiring consultants in this county is concerning and points to mismanagement at the very least, in addressing departmental issues and failures. A gentle reminder that the CCAC was formed in direct response to some of the policies recommended by this law firm a few years ago. If you will recall, there was a public outcry and large public attendance at the BOS meetings regarding building codes and plans that were proposed at that time. Many were unacceptable and in some cases, overly punitive, short-sighted and regressive. Do we really want to go down this same road again? I urge you all to seriously consider maintaining this committee through, if not beyond its term which ends in November 2026. Sincerely, Kathleen Armstrong/tax paying property owner and resident, Mariposa County

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 8:18 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Michele Ambry
Email Address: michele@micheleambry.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) as it would be a disservice to the hundreds of property owners in Wawona. Wawona is unique because the federal government has jurisdiction over local services like public safety, water, sewer, and development. WTPAC plays a vital advisory role, helping to guide the Board of Supervisors on these matters. This is especially important now, as the National Park Service (NPS) may takes actions that could negatively impact Wawona residents, property values, and the local tax base. I acknowledge that WTPAC may need new members to ensure a regular quorum, and our community is committed to recruiting new members.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 7:57 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Janice Bachmann
Email Address: princessindoni@yahoo.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Re: H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) Dear Members of the Board of Supervisors, As a property owner in Wawona, I strongly urge you to retain the Wawona Town Planning Advisory Committee (WTPAC) and oppose its elimination during the January 21 meeting. Removing WTPAC would be a significant disservice to the hundreds of property owners in Wawona. As you know, Wawona is uniquely governed compared to other unincorporated areas in Mariposa County, as the federal government (NPS) holds jurisdiction over critical local services, including public safety, water, sewer, and development. WTPAC has a vital role in ensuring that community concerns are effectively communicated to the Board of Supervisors, as outlined in the zoning and governance MOU. This advisory role is especially critical now, as NPS has recently taken actions that may not fully protect the interests of Wawona's residents, guests, and property owners. Decisions affecting local services and development could directly impact property values and, consequently, the County's tax base. While we understand concerns about maintaining a regular quorum, our community is fully committed to recruiting new members to address this issue. Eliminating WTPAC would silence Wawona's voice and undermine the collaborative governance that has been essential for our community. I respectfully ask you to recognize Wawona's unique needs and vote to retain WTPAC. Sincerely, Janice Sindoni Bachmann 8051 Cedar Lane Wawona, CA 95389

Outlook

SUPERVISORS WTPAC DISSOLUTION CONSIDERATIONS 2/21/25 BOARD MEETING

From Gale Banks <gbanks@bankspower.com>
Date Sun 1/19/2025 8:03 PM
To Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from gbanks@bankspower.com. Learn why this is important

Dear board members,

It is my understanding that Mariposa County staff has recommended possible dissolution of WTPAC, the Wawona Town Plan Advisory Committee. As a member since it's beginning I feel that WTPAC is unique among other county advisory committees in that Wawona is a unique county asset. Wawona provides the county not only with property tax revenue but the rental business in Wawona also provides revenue to the county.

The park service provides fire and police protection as well as water and sewer services to the majority of the community as well. This reduces the county obligation in these areas. But the park service is a unique animal as they have been trying to get rid of the private property in Wawona for Decades. To continue as a town we need the county to continue to be our ally. WTPAC is the mechanism, that gives the residents a legal connection to the park service through the county government. I'm asking to continue work together and advise the county as to the conditions on the ground in Wawona.

I should be apparent that a healthy Wawona is a net positive revenue producing zone in the county that's growing as new construction and restoration of existing homes is occurring. WTPAC is committed to our existing role and is working to recruit additional members from new residents in order to ensure quorum attendance every meeting going forward.

Further the day to day business of supplying engines for the Army's Joint Light Tactical Vehicle, JLTV, is now firmly in the hands of my team allowing me to attend on a regular basis to help ensure the meetings are well attended.

Thank you for your consideration, let's win this together!

Gale Banks
8112 Chilnualna Falls Road
Wawona
Gale@Turbopapa.com

Sent from my iPhone

Gale Banks
Owner, Chief Engineer, Banks Power
(626) 969-9600
gbanks@bankspower.com

Visit us at bankspower.com
546 Duggan Ave., Azusa, CA 91702

Follow us on:

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Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 2:21 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Marty Cerles
Email Address: mcerles@pacbell.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a property owner in Wawona, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21st Agenda. It would be a horrible disservice to the hundreds of property owners in Wawona. Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. WTPAC plays a vital advisory and consultation role--enacted in the zoning and governance MOU-- advising the Board of Supervisors on local services and development. This is extremely critical in the current environment where NPS is taking actions and positions that may fail to protect Wawona residents, guests and property owners. Outcomes will directly impact property values and the County's tax base in Wawona. I acknowledge that WTPAC may need new members to ensure a regular quorum; and the community is committed to recruiting new Members. Thank you for your consideration on this matter.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 8:16 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Corinne Christensen
Email Address: argentat@verizon.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a property owner in Wawona, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21st Agenda. Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. This is extremely critical in the current environment where NPS is taking actions and positions that may fail to protect Wawona property owners. Wawona property owners need the representation provided by WTPAC.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 5:02 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Carol Coyle
Email Address: caroljcoyle@verizon.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: The Board of Supervisor's agenda for Jan. 21, 2025 includes consideration of an action to eliminate planning advisory committees including Wawona Town Planning Advisory Committee (WTPAC). WTPAC was established to give the community a voice in Mariposa county-federal (NPS) governance. I am a property owner in Wawona, CA. I do not want to eliminate WTPAC as it is a vital advisory & consultation go-between the Board of Supervisors and the people of Wawona. It's enacted in the zoning & governance MOU--advising the Bd. of Supervisors on local service & development. What a disservice that would be to me & the other 100s of Wawona property owners. Because the federal government has authority over Wawona's water, sewer, development, safety, Wawona is unique from the other unincorporated areas of Mariposa Co. We are in a critical environment where NPS is taking actions that may fail to protect Wawona's residents, property owners & renters here to enjoy Yosemite NP. Outcomes will impact property values & the Mariposa's tax base in Wawona. I am aware that new members may need to be added to WTPAC so that a quorum can be met. Please do not eliminate WTPAC. Carol J Coyle 2581 River Rd Wawona, CA

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 1:59 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Robert Draine
Email Address: cdraine@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a property owner in Wawona, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21 st Agenda. It would be a horrible disservice to the hundreds of property owners in Wawona.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 6:28 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Gary Gibb
Email Address: garygibb925@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: My wife and I owners of two parcels of land in Wawona. We are currently building a home and have a keen interest in NOT eliminating the Wawona Town Planning Advisory Committee (WTPAC). We plan to live in Wawona and be active community members of WTPAC. Please understand that Wawona is very different from other unincorporated areas of Mariposa County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. WTPAC plays an essential role in advising the Board of Supervisors on local services and development. We are very concerned that NPS may take actions and positions that may fail to protect Wawona property owners like us. Outcomes will directly impact property values and the County's tax base in Wawona. We are investing in Wawona and will do everything within our power to make sure that WTPAC gets new members so that WTPAC grow and be a valuable service to Mariposa County as the future unfolds.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 6:28 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Charlotte Gibb
Email Address: charlotte925@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a Wawona property owner and community member, I strongly oppose the proposed elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Board's January 21 agenda. This decision would disregard the unique needs of our community and do a grave disservice to Wawona's hundreds of property owners. Wawona is unlike other unincorporated areas in the County, with federal jurisdiction over critical local services such as public safety, water, sewer, and development. WTPAC has historically played a vital role in ensuring the community's interests are protected from federal overreach. This advisory body, established under the zoning and governance MOU, is crucial in advocating for our residents and property owners. Our community is currently at odds with the National Park Service over critical issues, including water rights and access to their wastewater system. These disputes are escalating, and we are preparing to fight these battles to protect Wawona's future. WTPAC is indispensable in these efforts, and we are committed to revitalizing the board with new members dedicated to advocating for the interests of Wawona. At a time when National Park Service actions could jeopardize the safety and well-being of Wawona residents, guests, and property owners, the committee's role is more essential than ever. The potential impacts on property values and the County's tax base cannot be ignored. Eliminating the committee would undermine the collaborative efforts that have been vital to Wawona's governance and leave our community vulnerable in the face of ongoing challenges.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 6:47 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Ralph Harder
Email Address: isoral@comcast.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a 17-year member of the re-activated WTPAC, I urge you to preserve the Committee as a necessary bridge between the NPS and the Wawona Community in working with Mariposa County. WTPAC was created to facilitate the formation of a MOU with the NPS. The MOU is currently inactive and needs to be reactivated. A working relationship between the County and the NPS is very important to the welfare of private citizens and taxpayers of Wawona. We are chronically under threat from the NPS of elimination of this private inholding, which provides services to Park visitors. Thank you, Ralph Harder

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 10:32 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Allen Hopkins
Email Address: hopkinzoo@mac.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a property owner in Wawona, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC). This advisory committee plays an important role, independent from the Park Service, as an interface between the hundreds of property owners and the County Board of Supervisors.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 9:25 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: John Hoying
Email Address: jphoying@msn.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: In reference to Item H.Regular Agenda 8, being a property owner in Wawona I am opposed to the elimination of the Wawona Town Advisory Committee. The Committee needs a strong voice in Mariposa since the Federal government has authority over basic public functions such as water, sewer, safety, and development.. The property values may decline as well as other tax support for Mariposa County if the residents of Wawona are not given a voice in governance of this area. PLease allow this representative committee of Wawona exists in order to provide a channel of communication of its unique challenges.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 8:28 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Chuck Jones
Email Address: cajbiz@att.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) STRONG SUPPORT FOR WTPAC! WTPAC is unique: Wawona Property Owners must live with a 900-lb Gorilla (the NPS) YOU CAN AFFORD WAPOA - Wawona is the County's "Cash Cow"! WAPOA is the County's primary conduit to connect with Wawona Property owners. COMMENTS: The County's job is to support the Private Property Owners re the NPS - the only two property owners that matter in Wawona. Unlike other areas, the NPS presides over our water, sewer, safety, fire protection, etc. It is the County's and WTPAC's duty to represent our needs, e.g. the EXPIRED MOU. The NPS would already have "Eminent-Domained" all private property years ago, if not for the County and WTPAC coordinating the Governance MOU and Town Plan with the NPS. High Wawona property valuations (i.e. large property taxes) and TOT from 167 STRs provides more revenue per square foot than any other unincorporated area of the County! No County Commissioner lives in Wawona - WTPAC is how you "connect" with us! It will be our job to recruit more WTPAC Board members to improve attendance! Respectfully, Chuck Jones Wawona

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 7:56 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Ken Kehrer
Email Address: doublekspurs@yahoo.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a member of (by marriage) one of Wawona's heritage families and ironically, a retired career National Park Ranger and manager, I am well familiar with the difficulties property owners in Wawona have faced these many years. From listening to my surrogate grandfather (Lou Stockton) and my wife's grandmother Bossert, I've always been frustrated and disappointed in the ebb and flow of harassment and threats to Wawona property owners.... and right now relations are pretty frosty and not improving. My wife and I are currently associated with 3 properties in Wawona. First, a family trust for her grandparents cabin. Second, the 1/2 acre on the river where their first cabin was lost in the massive flood in 1937, and the cabin we're silent partners on with our oldest son. My association with Wawona only began 56 years ago but my wife's family came in almost 100 years ago. Wawona means something to us...and not as a rental. As a member of the WTPAC committee for 2 years, I see it as (or should be) a key player in representing Wawona property owners on pertinent issues that impact the community. Like Supervisor Smallcomb, I too have been frustrated with the current leadership of the committee and how it seems all we do is spin our wheels and not accomplish much. New leadership and some, not all, new members can and will change that. Wawona is unique within the County and co-existing with an often hostile NPS is difficult. Certainly a change in NPS management could alter the current environment and posture but that's out of our control. The WTPAC committee is within our control and its members can and should serve as representatives for the Wawona community and thus for Mariposa County. The current issues with the NPS are huge with water, sewer, EMS, to name a few. County issues such as garbage pickup, pine needle pickup. the explosion of short term rentals, housing shortages for workers, light pollution also need solutions. An active WTPAC can help. I urge you to continue supporting the WTPAC committee.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 7:49 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Leon Kelly
Email Address: plmbgentinc@aol.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I am a property owner in Wawona, CA and I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee. Leaving us at the mercy of the NPS with no representation would be criminal in my opinion. What could you possibly be thinking to endorse such a plan?

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 9:11 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Cora King
Email Address: corask@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Agenda Item: H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) My Comments: As a property owner in Wawona, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21 st Agenda. It would be a horrible disservice to the hundreds of property owners in Wawona. Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. This is extremely critical in the current environment where NPS is taking actions and positions that may fail to protect Wawona residents, guests and property owners. Outcomes will directly impact property values and the County's tax base in Wawona. Thank you for your time & consideration.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 11:57 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: James Maxwell
Email Address: jim@AGRILANDFARMING.COM

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As to the matter of possibly disbanding the Wawona Town Plan Advisory Committee, this would not be a good idea. Amongst the various communities of Mariposa County, Wawona is unique. The National Park Service provides most of the municipal services in Wawona and we (I own five homes in Wawona) need a organized group to represent us and interface and work with the NPS. Government works best when is closest to the citizenry it's intended to serve. Our WTPAC understands the challenges unique to Wawona and plays a key role in serving those who own property there. As you consider disbanding committees of this nature, please do not include Wawona. Thank you for your service.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 8:20 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Federico PEINADO
Email Address: casa.fede@verizon.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: We STRONGLY support the continuation of WTPAC. Wawona is in a unique situation as it is under the jurisdiction of the NPS and Mariposa County so it is in the best interest of both those entities for our community to have a voice in all major decisions affecting it's residents and home owners. Eliminating a democratic right such as this one for our community would be unfair and misguided. WawonaNews.com

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 12:21 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Trish Peterson
Email Address: trishpeterson@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Regarding H. Regular Agenda, and 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) My husband, John, and I are homeowners in Wawona. We understand the County's desire to streamline and to cut unnecessary costs and staffing. However, we would like to point out that unlike some other local advisory committees, we are the only one that is involved with the National Park Service/Mariposa County services (such as public safety, water, sewer and development). WTPAC is vital to us as a communication between us, the Park Service and the County. Recently, the Park Service is threatening to take away provisions in the MOU regarding potable water. We need to have the County help protect us. We'd like to point out that new NPS positions regarding water, sewer, and development could impact our property values and the County's tax base. Many parcels in Wawona are part-time rentals and the TOT from Wawona is something to consider. Please keep our Advisory Council and let us commit to getting more members and support, for working with the County.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 7:04 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Brad Rollins
Email Address: brad@point2se.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: In regards to the consideration of the elimination of Planning Advisory Committees, as a property owner in Wawona, I am opposed to the elimination of the WTPAC. This committee provides a valuable service to the many homeowners in Wawona. They provide a voice for us in working with the County and the NPS and help protect the rights and livelihood of residents guests and property owners.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 11:01 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: beki.simon beki.simon
Email Address: beki.simon@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) As a longtime property owner in Wawona, I am deeply concerned to hear of the proposed elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21st Agenda. I strongly oppose the elimination of WTPAC. It would be a horrible disservice to the hundreds of property owners in Wawona. Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. WTPAC plays a vital advisory and consultation role--enacted in the zoning and governance MOU-- advising the Board of Supervisors on local services and development. This is extremely critical in the current environment where NPS is taking actions and positions that may fail to protect Wawona residents, guests and property owners. Outcomes will directly impact property values and the County's tax base in Wawona. We acknowledge that WTPAC may need new members to ensure a regular quorum; and, the community is committed to recruiting new Members.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 11:33 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Dave and Pat Sischo
Email Address: melon@att.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: SAVE WTPAC! Wawona is a unique community in Mariposa County. We strongly oppose disbanding of WTPAC! Wawona property owners depend on our voices, opinions and recommendations being heard when decisions are made between Mariposa County and YNP related to Wawona. When YNP takes actions or positions that adversely affect Wawona property owners (water availability, public safety, sewer system, future development and other services) outcomes may negatively affect Wawona property values and the Mariposa County Wawona tax base. Mariposa County should not forget that there are 169 STR in Wawona and they generate a substantial amount of TOT collected within Mariposa County. Enforce or revise the regulations dealing with attendance at WTPAC meetings related to participation and attendance at WTPAC meetings. Recruit new WTPAC members who will work to ensure that there will be a quorum for scheduled meetings. WTPAC plays an important role in communications between YNP and Mariposa County! Our voice must continue to be heard and listened to! DON'T PENALIZE WAWONA! Dave and Pat Sischo

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 9:25 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: James S.
Email Address: jstep4444@att.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: In reference to H.Regular Agenda, 8 Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) Comment: As a long time property owner in Wawona, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21st Agenda. Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. WTPAC plays a vital advisory and consultation role--enacted in the zoning and governance MOU--advising the Board of Supervisors on local services and development. The elimination of the WTPAC would be a horrible disservice to the hundreds of tax paying property owners in Wawona who need a voice for their community.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 11:46 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Annette Stephens
Email Address: stephensac49@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: My family has been a property owner in Wawona since 1948, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the January 21st Agenda. It would be a horrendous disservice to the hundreds of property owners in Wawona. WTPAC plays a vital advisory role advising the Board of Supervisors on local services and developments. I acknowledge that WTPAC may need new members to ensure a regular quorum; and, the community is committed to recruiting new Members. Please do not eliminate the Wawona Town Plan Advisory Committee. Annette Cerles Stephens 2694 Spelt Road Wawona

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 10:02 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: ElaineL Vandehey
Email Address: elainevandehey@outlook.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As a property owner in Wawona, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards, January 21st Agenda. Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. It would be a horrible disservice to the hundreds of property owners in Wawona to eliminate our voices beinging heard by the County Borad of Supervisors.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 12:37 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Diana W
Email Address: dianaewatson@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: RE: Agenda Item H/8 in January 21st County Board of Supervisor's meeting. For what reason would Wawona property owners and community members give up our voice in influencing some measure of control over our water, sewer, local public safety, development and other related services? I am a property owner whose family has had property since the 1950s. I STRONGLY oppose the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21st Agenda. It would be a terrible disservice to hundreds of us in Wawona. WTPAC plays a crucial advisory and consultative role with the Board of Supervisors on local services and development, having been enacted in the zoning and governance MOU. This is critical in the current environment where NPS is taking actions and positions that may fail to protect Wawona residents, guests and property owners. Outcomes will directly impact property values and the County's tax base in Wawona.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 1/19/2025 9:43 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Mary Winward
Email Address: roorat@verizon.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) As a longtime Wawona property owner I am writing on behalf of myself and other property owner family members regarding the proposed elimination of WTPAC. I would like to add that our family's historical relationship dates back to the 1800s. Our family provided services that accommodated numbers of park visitors including President Theodore Roosevelt during his 1903 visit. In more recent years we as private property owners have experienced endless uncertainties and concerns— a product of the powers that be, the NPS. Fortunately over many years now we have relied upon Mariposa County and WTPAC to support private property owners by representing us and the needs of the community. Without that representation that we have had in the past, our properties, Wawona could become tragically different. I need not even mention the obvious revenue generated that supports the entire county. Wawona unquestionably needs WTPAC and Mariposa County working together to preserve our properties and community. Thank you, Mary Winward

H. 8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 1/18/2025 8:52 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: T Yost
Email Address: tgjyost@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Our family has owned property in Wawona for many years and we need WTPAC in its advisory and consultation role it facilitates for the community needs. We are strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21st Agenda. It would be a horrible disservice to the hundreds of property owners in Wawona.

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 8:03 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Rich Apple
Email Address: aisrba@ucsc.edu

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As regards this agenda item: H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) As a property owner in Wawona, I very much would like to see our Wawona Town Planning Advisory Committee (WTPAC) continue, and it looks like maybe/kinda/could-be this agenda item is to discuss eliminating such community working groups as WTPAC. Not good. Yes, WTPAC needs to build itself up in terms of membership, but WTPAC is different from other community planning groups the agenda item may be addressing because of the unique condition of Wawona actually being within the park (YNP), with federal jurisdiction over local factors such as public safety, water, sewer, development and other services. Please let us keep WTPAC. thank you

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 9:13 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Dan Bachmann
Email Address: dan.bachmann@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Dear Members of the Board of Supervisors, As a property owner in Wawona, I strongly oppose the proposed elimination of the Wawona Town Planning Advisory Committee (WTPAC) on your January 21 agenda. Doing so would silence the collective voice of our community and negatively impact hundreds of property owners, residents, and visitors. Wawona is distinct from other unincorporated areas in Mariposa County due to the federal government's jurisdictional authority over public safety, water, sewer, development, and other vital services. WTPAC was established to ensure that the community has a meaningful role in shaping decisions affecting these essential services. Its advisory role to the Board of Supervisors is indispensable, particularly as outlined in the zoning and governance MOU. At a time when the National Park Service (NPS) is making decisions that may not adequately prioritize the needs of Wawona residents and property owners, WTPAC's input is more critical than ever. The outcomes of these decisions directly affect property values and the County's tax base, underscoring the importance of preserving WTPAC's consultative function. While WTPAC may face challenges in maintaining a consistent quorum, the community is fully prepared to address this issue by actively recruiting new members. Rather than eliminating this vital committee, we ask the Board to support efforts to strengthen and sustain it. I respectfully urge you to keep WTPAC in place and ensure that Wawona's unique circumstances and concerns remain represented in county decision-making. Sincerly Dan Bachmann 8051 Cedar Lane Wawona, CA 95389

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 9:20 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Tony Christianson
Email Address: actc@sonic.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Board of Supervisors Meeting January 21, 2025 re. Agenda Item 8, Discussion and Direction about County Committees The Wawona Town Plan Advisory Committee (WTPAC) is beneficial. Wawona generates significantly more property and bed tax revenues than the rest of Mariposa County. The sustainability of private properties in Wawona depends on a delicate balance among the interests of the National Park Service, Mariposa County, and property owners. WTPAC plays a vital role as a mediator, ensuring necessary dialogue to maintain this balance.

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 10:28 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Kimberly Heuvelhorst
Email Address: kheuvelhorst@surewest.net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Meeting date 1/21/2025, agenda item H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe) As a property owner in Wawona, I am opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC). Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. WTPAC plays a vital advisory and consultation role--enacted in the zoning and governance MOU-- advising the Board of Supervisors on local services and development. This is especially critical in the current environment where NPS is taking actions and positions that may fail to protect Wawona residents, guests and property owners. Outcomes will directly impact property values and the County's tax base in Wawona. We acknowledge that WTPAC may need new members to ensure a regular quorum; and, the community is committed to recruiting new Members. Thank you for the opportunity to provide input, and for your consideration of these concerns.

HB

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 11:47 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Lisa Loberg
Email Address: lisa_loberg@yahoo.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: H. Regular Agenda. 8. Discussion and Direction of Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces (Supervisor Smallcombe). Board of Supervisors Meeting - January 21, 2025. COMMENT: In regards to the staff proposal to eliminate the county committees and other community working groups: Please do not eliminate WTPAC. In the proposal, the county staff seek to save their own time and their own effort of recordkeeping by eliminating hugely important vehicles of community participation that exist throughout the County. The Wawona Town Planning Advisory Committee (WTPAC) is vastly different from the other groups the county staff are seeking to eliminate and should be retained. WTPAC is a committee that has not only shaped features of Wawona, it has strongly conveyed and protected the interests of property owners and residents of Wawona and the interests of Mariposa County in establishing a strong working relationship with the National Park Service cultivated over many years. Wawona is not like the other unincorporated areas of the County; rather, its unique circumstance is that it is situated entirely within Yosemite National Park. As a result, the federal government maintains jurisdiction over local public safety, sewer, development, and other services. Enacted in the zoning and governance MOU, WTPAC plays a critical role in helping to advise the Board of Supervisors on local services and development, and it ensures that the National Park Service continues to collaborate with the County and the community of Wawona. If this long-standing group disappears entirely, the Park Service may begin taking actions and positions that fail to protect Wawona residents, guests, and property owners, and that ultimately adversely impact the County and its tax base in Wawona. WTPAC represents successful cooperation with the Park Service, and the committee has served the County well over many years. Blindly eliminating this committee along with the other "inactive" groups on the chopping block will erase years of community members' hard work that went into establishing and developing Wawona's relationship with the Park Service and the high level of advocacy upon which our community depends. Through WTPAC, the Park Service recognizes that when it comes to Wawona, collaboration with the community and the County is expected. Depending on the various issues at hand, the activity of WTPAC has fluctuated over the years, and it may be time to add new members. WTPAC should be given the opportunity to do so and to continue on, so that the community of Wawona can also thrive well into the future.

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 1/21/2025 1:07 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Lori Loberg
Email Address: lloberg123@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: For the January 21, 2025, County Board of Supervisors Meeting, H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces: Please continue to work with WTPAC (Wawona Town Planning Advisory Committee). It plays a vital role advising the Board of Supervisors on local services and development. WTPAC was formed to protect the interests of property owners and residents of Wawona, and the interests of Mariposa County, through a strong working relationship with the National Park Service. That relationship has been built over many years. Through WTPAC, the Park Service recognizes that collaboration with Wawona and the County is expected. Current matters relating to water and sewer are critical to Wawona residents, guests, and property owners; outcomes will directly impact property values and the County's tax base in Wawona. Adding new members to WTPAC might be helpful to ensure a regular quorum for meetings. In the meantime, it's important for the County to continue to work with WTPAC fully.

HB

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 6:13 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: nbmk4w462v nbmk4w462v
Email Address: nbmk4w462v@privaterelay.appleid.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Urgent – Support WAPOA's effort to retain WTPAC Please retain WTPAC! It is a VITAL COMMUNICATION LINK between the Wawona Property Owners Association and Mariposa County, and also the NPS! Please also refer to the MoU between WAPOA and the NPS.

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 1/21/2025 6:38 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Gene Spindler
Email Address: genespindler6@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I oppose any proposed changes that would call for the extinguishment of the Wawona Town Plan Advisory Committee for Wawona (WTPAC).. Unlike any other planning committees in Mariiposa County, WTPAC is called for under the Wawona Town Planning Area Specific Plan as instrument for implementing Joint jurisdiction of private property between Mariposa County Yosemite National Park, Extinguishment of WTPAC as a matter of convenience and expense would be short sighted and inappropriate. Furthermore studies pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) Would be required. before taking steps to do so. WTPAC has served as a necessary bridge between the NPS, the County of Mariposa, and the community of Wawona since the mid 1980's. It plays a key role in assuring that the community of Wawona's special needs are addressed fairly and with integrity. As a property owner in Wawona I would urge you to leave WT PAC in place.

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 1/21/2025 6:53 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Gene Spindler
Email Address: genespindler6@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: See my comments submitted earlier today opposing any measures that would threaten the continuation of the Wawona Town Plan Advisory Committee.

H 8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Mon 1/20/2025 7:56 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Michael Stone
Email Address: mrstone@mcn.org

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: On the Jan.21, 2025 Supervisors' Meeting H. Regular Agenda 8. Please do NOT eliminate the Wawona Town Planning Advisory Committee (WTPAC). My wife and I are property owners in Wawona and feel it is important that our community has representation to help coordinate services and responsibilities between the county and the National Park Service. Thank you. Mike and Barbara Stone

H8

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 1/21/2025 6:55 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Garth May
Email Address: campchilnualnacabins@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Reference H. Regular Agenda, 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Force. As a property owner in Wawona since the 1930s, I am strongly opposed to the elimination of the Wawona Town Planning Advisory Committee (WTPAC) on the Boards January 21st Agenda. It would be a horrible disservice to the hundreds of property owners in Wawona. Wawona is different from other unincorporated areas of the County because the federal government has jurisdictional authority over local public safety, water, sewer, development and other services. WTPAC plays a vital advisory and consultation role--enacted in the zoning and governance MOU-- advising the Board of Supervisors on local services and development. This is extremely critical in the current environment where NPS is taking actions and positions that may fail to protect Wawona residents, guests and property owners. Outcomes will directly impact property values and the County's tax base in Wawona. We acknowledge that WTPAC may need new members to ensure a regular quorum; and, the community is committed to recruiting new Members. It is imperative that we work together as a community and a county within this NPS area as our presence provides more than an amazing community it provides huge financial support and our voices, time and hands are all a part of this. Thank you for taking the time to listen to our voices The May Family Camp Chilnualna Established 1920

Outlook

Fwd: PLANNING ADVISORY COMMITTEES

From Scott Loberg <sdloberg@icloud.com>
Date Tue 1/21/2025 8:37 AM
To Deanna Stickles <dsouza@mariposacounty.org>

You don't often get email from sdloberg@icloud.com. Learn why this is important

Sent from my iPhone

Begin forwarded message:

From: Scott Loberg <sdloberg@icloud.com>
Date: January 21, 2025 at 8:34:48 AM PST
To: dbondshu@mariposacounty.org
Subject: Fwd: PLANNING ADVISORY COMMITTEES

Sent from my iPhone

Begin forwarded message:

From: Scott Loberg <sdloberg@icloud.com>
Date: January 21, 2025 at 7:55:23 AM PST
To: Mariposa Board Of Supervisors <rsmallcombe@mariposacounty.org>, Mariposa Board Of Supervisors <spoe@mariposacounty.org>, Mariposa Board Of Supervisors <dtoso@mariposacounty.org>, Mariposa Board Of Supervisors <jkiser@mariposacounty.org>, Mariposa Board Of Supervisors <mmenetrey@mariposacounty.org>
Subject: PLANNING ADVISORY COMMITTEES

Attention Mariposa County Board of Supervisors: Please do not dissolve the 8 or 9 COMMUNITY ADVISORY COMMITTEES. These community committees are your constituents voice in their respective communities.

These committees are vital to communities considered federal enclaves like Wawona, Yosemite West, and El Portel.

Let's be honest here. If you withdraw these meager expenses, do you still spend county money in these communities?

You no longer pay for polling stations and the other services are paid for by the federal government.

Please don't forget Wawona and Yosemite West provide millions in TOT and sales tax.

Respectively,

Scott Loberg
Former Yosemite and Wawona resident and 40 year Yosemite Employee that worked to provide the county with the TOT and sales tax revenue.

Sent from my iPhone

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

CAROL SUGGS
Administrative Analyst

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org
csuggs@mariposacounty.org

MEMORANDUM

Date: 1/14/25
To: Danielle Bondshu, Clerk of the Board (COB)
From: Carol Suggs, Administrative Analyst II
Topic: 1/21/24 Agenda item regarding:
Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups and Task Forces

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For the sake of this memo the reference to "committee" includes committee, council, working group, commission etc.

Thank you for bringing this item before the Board of Supervisors for Discussion and Direction.

The Planning Department has approximately 18 committees that fall under their purview, operating in varying degrees of activity levels. We have a primary employee who is tasked to administrate the Planning Commission as well as the Advisory Committees, however due to the workload, this employee has assistance from several other staff members with certain Advisory Committees.

Internally there has been discussion about:

- The time and costs that are associated with administrating and maintaining committees, some of which are inactive or are not being used for their initial purpose.
- Alternative ways to engage the community, including "Town Hall" style meetings.
- Having the COB's office more formally involved in the oversight and organization in all County committees whether regulatory or advisory. This would be helpful in establishing more uniformity with the administration of committees.

Following is a recap of the committees that currently fall under Planning.

There are only a few committees (under Planning) that are state mandated and are **regulatory** committees:

PLANNING COMMISSION: meets 1-2x a month.

LAFCo Currently the COB handles most of the administrative duties with this committee, with our Planning Director serving as the Executive Director. We have an MOU between our department and the COB office that spells out who is responsible for different tasks. Meets 1-2x a year unless there is a LAFCo project then meets more frequently. LAFCo is required by state law.

The committee below is mandated by County Ordinance:

> **WAWONA APPEALS BOARD:** tied to the General Plan, Volume II Specific plan for Wawona and has its own County Code Title 2. Since its inception no members have ever been appointed and there has been no need to activate this committee.

The committees below are **advisory** only. 2 of which were done via Ordinance and 13 via Resolution.

Related to the General Plan those committees that were done by Resolution (pursuant to 2.50.100) and are chartered to work on the "area" plan and or to review projects within their "area" which might have an impact:

- Catheys Valley Community Planning Advisory Committee. Has an adopted plan. CVCPAC meets as needed
- Coulterville Planning Advisory Committee. Has an adopted plan. Has been inactive meets as needed
- El Portal Planning Advisory Committee (does NOT have an adopted plan) has been inactive and has not met since 2022.
- Greeley Hill Planning Advisory Committee (does NOT have and adopted plan) has been inactive and has not met since 2017.
- Midpines Planning Advisory Committee (in the process of adopting a plan) meets regularly
- Fish Camp Planning Advisory Council (has an adopted plan) meets quarterly
- Wawona Community Planning Advisory Committee (has an adopted plan) meets semiannually.
- Yosemite West Planning Advisory Committee (does NOT have an adopted plan) has been inactive and has not met since 2005.

These two committees below are **advisory** and were established by Ordinance and have their own separate Mariposa Code in Chapter 2:

- Agricultural Advisory Committee – Meets as needed on important agriculturally related topics and applications. Recommends to the Planning Director, PC and BOS,
- Historic Sites and Records Preservation Commission

These committees below are **advisory** and were done by Resolution pursuant to CC2.50.100 and are not tied to the General Plan:

- Code Compliance Advisory Committee. Meets monthly
- Creative Placemaking Strategy Advisory Committee meets monthly
- Housing Programs Advisory Committee meets as needed
- Mariposa Task Force newly reestablished, has not met yet, focused purpose and timeframe
- Merced River Trail Community Working Group meetings monthly

This last committee in question for Planning is an **advisory** committee:

- Surface Mining Technical Advisory Committee - an inactive committee.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 1/21/2025 12:36 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: William Villarreal
Email Address: bill.villarreal@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/780/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Hopefully not too late but I would like to comment on the subject of the continuation of: 8. Discussion and Direction on Oversight, Organization, Cost, Continuance, and Purpose of County Committees, Commissions, Boards, Councils, Community Working Groups, and Task Forces - in particular with regards to the Wawona Town Planning Advisory Committee (WTPAC). Given the isolation of the Wawona community within the boundaries of Yosemite National Park, from the more populated areas of Mariposa County, I feel the importance of a community based Advisory Committee is essential. The Wawona community is unique in that it is governed by two masters, the County and the National Parks Service. Keeping the WTPAC intact would allow for more relevant representation of the Wawona community in county decisions and would also allow for local representation of the County Supervisors within the community. Thank you for your consideration in keeping the WTPAC intact as an important mechanism for community representation and governance in Wawona and the County. -Bill Villarreal

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-35

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Select a Board Member to Sit as a Representative on the Juvenile Justice Coordinating Council (JJCC)

RECOMMENDATION AND JUSTIFICATION

Select a Board Member to Sit as a Representative on the Juvenile Justice Coordinating Council (JJCC).

In 2014, the Board dissolved the Board appointed JJCC. Per the Welfare and Institutions code, it is not a requirement for it to be Board appointed. However, a Board member shall be assigned to the committee. In past years, it appears that the liaisons, who had not continued in 2024, sat on the probation committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually reviews its member representation for other entities and regularly reappoints members, including supervisors, to committees.

July 11, 2017: The board gave direction to include all Board committee appointments with the annual first-of-the-year reviews and selections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board makes no appointments, there will be no Board representation on the Juvenile Justice Coordinating Council.

FINANCIAL IMPACT

None

ATTACHMENTS

None

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FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District II Supervisor Shannon Poe
SECONDER: District III Supervisor Danette Toso
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor

Poe, District IV Supervisor Kiser

EXCUSED:

MARIPOSA COUNTY

Board of Supervisors

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ATTACHMENTS

None

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AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor

Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-36

MEETING: January 21, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Financial Management Calendar for 2025, Setting Hard Deadlines for Legislative, Codified, and/or Policy Required Reports

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RECOMMENDATION AND JUSTIFICATION

Approve the Financial Management Calendar for 2025, Setting Hard Deadlines for Legislative, Codified, and/or Policy Required Reports.

The financial calendar includes the following reports:

- Quarterly Statement of Assets: Responsibility of the Auditor under Government Codes Section 26920.
- CAO and Auditor Approved Budget Action Report: Responsibility of the county administrative officer under the county budget and financial policy.
    - This report covers all budget actions approved by the CAO and Auditor for budget transfers between objects up to $50,000.
- Quarterly Report on Budget Performance to Actuals; Responsibility of the CAO under the County Budget and Financial Policy.
- Annual Statistical Report: Responsibility of the Board of Supervisor "cause to have prepared" under Government Code Section 25253. The County Auditor can produce the Yearly report every year in mid-February
- Certified List of Approved Bills: Responsibility of the County Auditor, County Clerk, and Clerk of the Board under County Code Section 3.16 (adopted in 1947).
    - The Clerk of the Board is currently working on updating this provision of the County Code.

The Clerk of the Board worked with County Administration and the County Auditor to create a calendar that is achievable for the parties involved.

BACKGROUND AND HISTORY OF BOARD ACTIONS

April 16th, 2024: Resolution 2024-162: The Board approved the 2024 Financial Calendar.

March 12th, 2024: Supervisor Smallcombe brought forth a discussion and direction with written requirements. The board directed the Clerk of the Board to bring back a financial calendar to see hard

deadlines for the remainder of 2024 and every year in January.

February 6th, 2024: The board gave the following directions: The board directs the Administration and the Auditor to send out a Countywide email noting that all training or Oracle questions need to go to the administration. Supervisors Menetrey and Smallcombe are to come back with a written plan no later than mid-March on how to move forward."

January 9th, 2024: The board engaged in a discussion in which they directed the Chair, Vice-Chair, County Administrative Officer, Assistant County Administrative Officers, and the Auditor and his staff to meet and make recommendations to the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the Board will need to discuss another method of recieving the legislative, codified, and policy-related financial management reports to help manage and monitor the financial status of Mariposa County.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Proposed Financial Calendar 2025 - Copy

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	

MARIPOSA COUNTY

Board of Supervisors

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MEETING: January 21, 2025

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FINANCIAL IMPACT

None.

ATTACHMENTS

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MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

Financial Management Calendar 2025 (Proposed)				
FY Quarter	**Month**	**Meeting Date**	**Item Deadline 2025**	**Responsibility of**
Third				
	Janaury			
		7th		
		14th		
		21st	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Second Quarter - Quarterly Report on Budget Performance to Actuals	County Administrative Officer
			Certified Approved List of Bills (December)	Clerk of the Board, County Auditor, and County Clerk
	February			
		4th		
		11th		
		18th	Annual Statistical Report	County Auditor at the Direction of the BOS
			Second Quarter - Quarterly Statement of Assets	County Auditor
			CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified Approved List of Bills (January)	Clerk of the Board, County Auditor, and County Clerk
	March			
		4th	**Cancelled**	
		11th		
		18th	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified Approved List of Bills (February)	Clerk of the Board, County Auditor, and County Clerk
Fourth				
	April			
		1st	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Third Quarter - Quarterly Report on Budget Performance to Actuals	County Administrative Officer
		8th		
		15th	Budget Request - Day 1	Clerk of the Board, County Auditor, and County Clerk
			Certified Approved List of Bills (March)	
	May			
		6th	Budget Requests - Day 2	County Administrative Officer
		13th		
		20th	Third Quarter - Quarterly Statement of Assets	County Auditor
			CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified List of Approved Bills (April)	Clerk of the Board, County Auditor, and County Clerk
	June			
		3rd	Budget Hearing (continues from day to day as needed)	County Administrative Officer
		10th	Final Budget Approval	County Administrative Officer
		17th	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified List of Approved Bills (May)	Clerk of the Board, County Auditor, and County Clerk
First				

	July			
		1st	Fourth Quarter - Quarterly Report on Budget Performance to Actuals	County Administrative Officer
		8th		
		15th	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified Approved List of Bills (June)	Clerk of the Board, County Auditor, and County Clerk
	August			
		5th		
		12th		
		19th	Fourth Quarter - Quarterly Statement of Assets	County Auditor
			CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified Approved List of Bills (July)	Clerk of the Board, County Auditor, and County Clerk
	September			
		2nd		
		9th		
		16th	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified List of Approved Bills (August)	Clerk of the Board, County Auditor, and County Clerk
Second				
	October			
		7th	First Quarter - Quarterly Report on Budget Performance to Actuals	County Administrative Officer
		14th		
		21st	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified List of Approved Bills (September)	Clerk of the Board, County Auditor, and County Clerk
	November			
		4th		
		11th	**Cancelled**	
		18th	First Quarter - Quarterly Statement of Assets	County Auditor
			CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified List of Approved Bills (October)	Clerk of the Board, County Auditor, and County Clerk
	December			County Auditor
		2nd	**Cancelled**	
		9th	By December 1st - Budget Due to State Controller (Hard Bound to COB once printed)	
		16th	CAO and Auditor Approved Budget Action Report (if any)	County Administrative Officer
			Certified List of Approved Bills (November)	Clerk of the Board, County Auditor, and County Clerk