Mariposa County

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

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
APRIL 8, 2025

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

Chair Smallcombe called the meeting to order.

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	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge of allegiance.

C. Introductions

None.

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

Public comment was received by Johnathon Noel/Resident on CA.3. He questioned if there would be any matching funds.

Joe Lynch/County Administrative Officer in response to Mr. Noel noted there were no matching funds. He noted that it was the County's payment to the National Park Service (NPS) and it was an ongoing relationship with the funds being paid over the course of five years.

Chair Rosemarie Smallcombe in response to Mr. Noel noted there were a lot of shared responsibilities between the County and NPS, and during emergencies in El Portal, NPS would be the first to respond. She noted on CA.6 the number of committees who had submitted reports and thanked them for their work. In regard to CA.11 Proclaiming Volunteer Week, she noted the many different volunteers who dedicate their time to serving on those committees.

Shannon Hansen/ Public Works and Transportation Director, in response to Supervisor Shannon Poe, noted it was a clerical error in regard to the mentioning of extra help with the fire department in the staff report. She noted there was a full-time individual who had left, and the extra help teams were going to step up.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve the Revisions of the Driver Classification for Health and Human Services Agency, Effective Immediately

CA3. **Administration**

Approve an Agreement with Yosemite National Park in the Amount of $500,000 to Establish the Terms and Conditions Under Which the Parties will Provide Mutual Assistance in Preventing, Detecting, and Suppressing Structural Fires and All-Hazard Incidents on Lands Within the Park's Boundaries, Including the Communities of El Portal, Foresta, Wawona Within the County of Mariposa, and in the Immediate Surrounding Area Including the Communities of Yosemite West and Fishcamp; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Administration**

Ratify a Letter of Support for the 6th Street Pedestrian Bridge Project

CA5. **Board of Supervisors**

Proclaim the Month of April, 2025, as "County Government Month" (Supervisors Kiser)

CA6. **Clerk of the Board**

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

CA7. **Clerk of the Board**

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

CA8. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in March of 2025

CA9. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March 2025

CA10. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in March 2025

CA11. **Health and Human Services Agency**

Proclaim the Week of April 20th through April 26th, 2025, as "Volunteer Week"

CA12. **Health and Human Services Agency**

Proclaim the Week of April 6th Through April 12th, 2025, as "Week of the Young Child"

CA13. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Davis Guest Home, Inc., Increasing the Amount by $200,000 for a New Amount Not to Exceed $750,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services Agency**

Approve an Agreement with Mariposa County Office of Education (MCOE) in an Amount Not to Exceed $500,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve an Agreement with Amador Tuolumne Community Action Agency (ATCAA) in the Amount of $69,614 for the Homeless Housing Assistance Prevention (HHAP) Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Public Works**

Approve an Increase in Extra Help Hours from 999 Hours to 1,300 Hours for Two (2) Extra Help Maintenance Worker I/II Positions at the Solid Waste and Recycling Facility, Effective Immediately

CA17. **Public Works**

Approve the Annual Regional Surface Transportation Program (RSTP) Agreement with Mariposa County; and Authorize the Board of Supervisors Chair to Sign Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen noted it was the season where Parks and Recreation would begin hiring recreation aids. She noted the aids assisted in pool duties, recreation and day camp. Director Hansen noted they would be hosting lifeguard courses at the Mariposa County Pool and Health and Human Services (HHSA) would be picking up the cost. She reminded the community that the playground equipment replacement at Mariposa Park would begin April 21st and take about 30 days to complete. Director Hansen noted the hardship of not having the Midpines Hall and the area that was to be accessed for the drilling of the new well was inaccessible due to the recent weather. She noted Roads Crew has gotten the encroachment from Cal Trans and the Overnight Camping signage will begin to go up. In response to Supervisor Toso, she mentioned that the old play equipment was to be recycled and the standards of the equipment could not be used for private use.

Jacob Hawley/Visitor Center noted the reservation system for the year was still up in the air. He noted they had been doing the question pro with visitors coming in, and noticed almost 70% of visitors were going to Yosemite. He noted around 57% stopped in because they happened to notice the building when they were passing by and groups tended to range from two to four visitors. Mr. Hawley noted he would send the latest data from the question pro to the Board members.

Kari Kiesla/Visitor Center/Chamber of Commerce noted upcoming events in the area, including the Mariposa Gem Show and Yosemite Climbing Association's Annual Mariposa Facelift.

Jeremey Briese/Sheriff noted that calls for service were increasing and there had been stressors with staffing. He noted that April 18th would be Operation Easter, and the Sheriff's Department would be providing Easter meals to residents throughout the area. Sheriff Briese noted after last week's presentation of the new headquarters he hoped the Board and the community would continue to see it as a priority, as they operate many departments within their departments and carry out many roles. He noted he had met with constituents, and he was going to move forward with a citizen's initiative to increase the sales tax, and did not want to cause any confusion in the thought they would want to increase property taxes. Sheriff Briese noted the sales tax would go through to all visitors and the residents. He noted there would be a lot of education coming soon behind the reasoning for the initiative. He noted the time frame to get this pushed through by the November ballot would be a challenge. Sheriff Briese noted they would push hard for the Sheriff's Office movement. He noted it would contribute to what they were doing now and in the future. Sheriff Briese noted this generation and the future would be able to be safe, healthy and secure. He noted that they hoped they would not have any natural disasters, so they could focus on the initiative.

Kim Ballard/Public Health Deputy Director noted an update on North County and that they would be working with Environmental Health to relocate the septic, and they have been looking for additional parking options along with replacing the roof. She noted they had 57 responses to the North County Survey and that it was still up and ongoing, and she mentioned the Building Department had been very helpful.

G. Public Comment on Non-Agenda Items

Daniel Wilson/Resident noted he lived in District Three, and he stood before the Board 19 days following the Planning Commission having passed a Conditional Use Permit (CUP) that wrapped around his property. He noted he had requested the conditions in the application be strengthened and asked to have the conditions monitored. He noted they did not discuss anything he had asked them to do. He noted he disagreed with the mitigated declaration, and for the last two and a half years he had been documenting issues along his fence line at the direction of Planning. He noted his disagreement with the California Environmental Quality Act (CEQA) application and mentioned it was like asking the shadiest player in the game to build the poker table. He noted if he had a nickel for every time he was told sorry, then he would not have to rely on the County government to help resolve his issues. Mr. Wilson noted he had not asked for anyone to be fired or removed from their positions. He mentioned he was pro-fire safety, but he had stood up for himself while being honest, upright, diligent and transparent. He noted he was grateful for his five minutes to speak.

Recess Board of Supervisors

9:38 AM Chair Smallcombe recessed the Board of Supervisors meeting, and the Deputy Clerk of the Board read the Goverment Code 54952.3 Announcement

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

9:38 AM Chair Danette Toso called to order the Local Transportation Commission (LTC) meeting.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve Annual Regional Surface Transportation Program (RSTP) Agreement with Mariposa County Local Transportation Commission (MCLTC); and Authorize the Executive Director of the MCLTC to Sign the Agreement

Jeannie Morvay-Clayton/Transportation Planner gave the staff report. No public comment was received.

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

2. **Public Works**

Accept the Resignation and Recognize the Service of Amanda Meek from the Social Services Transportation Advisory Council (SSTAC); and Appoint Catherine Chase-Lopez to the SSTAC as the Social Services Transportation Provider Member with a Term Expiring April 8, 2028

Jeannie Morvay-Clayton gave the staff report. No public comment was received.

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

Adjourn LTC

9:42 PM Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

9:42 AM Chair Smallcombe reconvened the meeting of the Board of Supervisors.

I. Regular Agenda Items

Chair Smallcombe noted agenda items R.2 and R.3 would be switched in their order as shown on the agenda.

1. **Public Works**

Approve Authority of the Public Works Director to Waive Encroachment Fees and the Closure of County Streets and Roads as Necessary for Non-Profit Organizations Submitting Encroachment Permits for Local Events and Requesting a Fee Waiver

Shannon Hansen read the staff report. No public comment was received.

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

3. **Planning**

Approve Loan Forgiveness Guidance for the Microenterprise and Business Assistance Programs

Supervisor Kiser noted she would be recusing herself as she was a recipient of a Microenterprise Loan and left the room.

Will Fassett/ Community Design and Development Planner II gave the staff report. No public comment was received.

Supervisor Menetrey noted the guidance had been put together well, and noted it provided the guidelines for them to move forward. He noted there was nothing he would change or add.

Mr. Fassett, in response to Supervisor Smallcombe, noted the national objectives that must be met. He noted that for the loans, the business owners needed to be on a low or moderate income, or they had to create and maintain a job for a low or moderate-income resident and, secondly, he noted they must create and retain one full-time employee per every $35,000 loaned. He noted to close those loans out, they had to demonstrate to the Community Development Block Grants (CDBG) that they met those requirements.

Mr. Lynch noted two messages that came out of this through the CDBG loan program: He noted the original message seemed to be, bring your loan back after a year for forgiveness, and it would be an easy ask, but in reality what they meant was review the process in the program to see that it was working for you and did not create additional financial hardships. Mr. Lynch noted the request for loan forgiveness should be done infrequently. He noted the goal was to help businesses while protecting taxpayers' money. He noted it was an advantageous loan with a low interest rate, and the payoff was orderly for the amounts loaned. Mr. Lynch noted the overall perspective was to really view it as an extraordinary case in which a loan would be forgiven and not commonality. He noted they should be following the program, and using the guidance. He noted that even though they can be forgiven after a year, it should be done very rarely.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso

SECONDER: District V Supervisor Miles Menetrey

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe

2. **Planning**

Discussion and Possible Direction Regarding a Request for Forgiveness for a Microenterprise Loan to Mountain Meadow Farms

Will Fassett gave the staff report.

Public comment was received by Brenda Ostrum, Owner of Mountain Meadows Farms, who summarized how she expended the funds she received. She noted she did not make out-of-town purchases and that she kept her business with small local businesses. She noted she hired employees, and they had removed safety hazards and her wholesale crops. She noted the loan did not benefit just her farm, but it had benefited many local businesses and low-income residents. Ms. Ostrum noted she funded many of her repairs herself from the Mono winds. She noted she applied for the loan and the following years she expected her business would recover, which it did not. She noted she had been caught in the middle of the dog incident and her current situation. Ms. Ostrum noted her chickens were the year around revenue for the farm, and she did not believe there was another business who had to operate with the danger of dogs, and having employees use firearms for their protection. She noted her farm now only generated income for four months out of the year without the chickens. Ms. Ostrum noted she had been committed to keeping the business running, but having to continue to make payment was not easy.

Walter Wall/ County Counsel, in response to Chair Smallcombe, noted that when Ms. Ostrum contacted the District Attorney's office he was the current District Attorney and the remedies under the statue were limited. Counsel Wall noted they used available remedies, but the prosecution did not timely detour the offending parties, so there had been a period of time when the party had continued to offend. He noted that ultimately they had been successful in stopping the incident from happening, and noted the needed changes in the ordinance. Counsel Wall noted there was a committee working on those issues with the Ordinance, but at the time the District Attorney's Office did what it could do with the Ordinance in place.

Supervisor Menetrey noted he would like to move forward with Mr. Fassett's advice and return with a decision once the documents for loan forgiveness have been submitted through the new criteria. He noted he knew it would be a hardship to have to return again, but he felt the Board should adhere to the new process in place.

DIRECTION: Staff is to apply the approved framework to Mountain Meadows Farm's request and bring it back to the Board for approval.

RESULT: DIRECTION GIVEN

4. **Administration**

Approve Changes to Mariposa County Branding and to the Process for Minor Changes to the County Brand and Style Guide

Supervisor Kiser came back to the room.

Jeanne Haegele/Public Information Officer (PIO) gave the presentation.

Public comment was received by Johnathon Noel who asked if the decision made today was only to be approved by the Board or if it would be brought to the public.

Ms. Haegele noted they were not proposing large changes to the branding at this time and if they were to do

a complete re-branding, then it would be something they would reach out to the public for input on. In response to Chair Smallcombe, she noted the templates included memos, business cards and signature blocks. She also noted, in response to Chair Smallcombe, that the County Seal should only be used for official county business and if Nature Bridge was using the emblem it would more than likely be outside County standards.

RESULT: PRESENTATION HELD

10:36 AM Chair Smallcombe recessed the Board for a five-minute break and reconvened at **10:41 AM**

5. **Administration**

Budget Study Session Regarding Fiscal Year 2025-2026 (FY26) Assessor and Probation Budget Requests

Leigh Westerland/ Assistant County Administrative Officer introduced the item. No public comment was received.

Vincent Kehoe/Assessor-Recorder presented his department's budget requests for Fiscal Year 2026.

Board discussion ensued.

Ryan Oliphant/Chief Probation Officer and Carla Shelton/Executive Assistant presented their department's budget requests for Fiscal Year 2026.

Board discussion ensued.

RESULT: PRESENTATION HELD

J. Board Information

Board information received.

K. Closed Session

Chair Smallcombe read the closed session note.

11:54 AM Chair Smallcombe recessed the Board into closed session. No public comment was received.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

Report Out

12:15 PM Chair Smallcombe reconvened the meeting and reported out of closed session that Information was Received and Direction was Given,.

L. Adjournment

12:16 PM Chair Smallcombe adjourned in memory Arleine Stiles and Curtis Hibpshman Sr.

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-124

MEETING:	April 8, 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 V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-125

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Revisions of the Driver Classification for Health and Human Services Agency, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Revisions of the Driver Classification for Health and Human Services Agency, Effective Immediately

The Driver classifications for the Health and Human Services Agency provide an important service to Mariposa County as a vital link between services and medical appointments. The impetus for the classification revisions are as follows:

- Currently, the position requires Cardiopulmonary Resuscitation (CPR) Certification and First Aid within 30 days of hire. The revised versions require CPR and First Aid Certification to remain current for the length of employment. *(Note: The requirement to retain a valid CPR and First certification is not new, but is added for clarification.)*
- The minimum qualifications have been updated to include the following *):*
    - A California Department of Motor Vehicles (DMV) driver's record printout demonstrating a responsible and safe driving history.
    - Must participate and pass all Department of Transportation drug/alcohol testing requirements and remain subject to the County's DMV pull program.

- Additional changes include adding minimum qualifications equivalency language to enlarge the applicant pool and language to emphasize reasonable accommodations to help the applicant or incumbent meet the position requirements when possible.

Note: While the Department of Transportation (DOT) regulates this classification, a commercial driver's license is not required. Drivers are categorized as DOT-regulated due to the Federal Transit Administration's (FTA) designation as revenue service vehicle operators. Thus, drivers are not required to receive a DOT medical exam or hold a commercial license, such as the Transit System Buss Driver Classification revised on March 17, but they must follow FTA drug testing requirements.

Attached is the revised draft version and the revised version with markup.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Driver classification was created on March 21, by resolution 2021-99.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, modify, and/or revise; the positions will remain status quo.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Driver_DRAFT_WithMarkup**
2. **Driver_DRAFT**

VOTE RESULT

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

County of Mariposa

~~County of Mariposa~~

DRIVER

DEFINITION

To safely operate a County vehicle to drive authorized clients to and from scheduled medical and other program-related appointments; to ensure the assigned vehicle is in safe operating condition; to maintain records and reports of trip information as required; and to perform other related departmental duties and responsibilities as required.

This job class is responsible for ensuring the safety of clients at all times during trips. Clients may come from diverse backgrounds, including senior citizens and persons with disabilities. This position requires compassion, patience, and tolerance.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Drives a County vehicle to transport clients safely in accordance with authorized, pre-approved schedules, both within and outside of the County.

Provides safe, courteous and efficient transportation for clients. This may include, but is not limited to: transporting clients; assisting clients in and out of the vehicle; and escorting clients to appointments, as necessary.

Maintains accurate record keeping of trip information and vehicle mileage logs. Prepares reports of driving hazards, accidents and/or passenger incidents.

Maintains current required licenses and certificates.

Cleans vehicle interior and exterior as needed to ensure it is in safe operating condition.

Performs other related duties similar to the above in scope and function, as required.

EMPLOYMENT STANDARDS

Knowledge of:

The California State Motor Vehicle code, as it relates to the operation of vehicles used in transporting passengers.

Safe driving practices.

CPR and first aid techniques.

Ability to:

Operate a two-way radio.

Read and interpret a map or navigation app.

Remain calm in emergency situations.

Understand and follow both oral and written instructions independently.

Exercise good judgment and extreme caution while operating a transportation vehicle.

Maintain records and logs related to vehicle maintenance and the transportation of passengers.

Exhibit compassion, patience, and tolerance.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Incumbent drives and operates County vehicles while transporting clients. Worker may be exposed to traffic hazards, air contaminants, adverse weather conditions, varying temperature and noise extremes, wetness, humidity, fumes, dusts, odors, pathogens, and vibration.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to drive vehicles for extended periods of time, as well as the ability to sit, walk, stand, climb, balance, stoop, kneel, push, crawl, crouch, twist, and reach while performing work. Daily duties require visual acuity, sound perception and discrimination, and oral communications capability.

MINIMUM QUALIFICATIONS

Experience:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is: Qualified work experience in driving and dealing directly with people.

Education:

Graduation from high school or equivalent.

ADDITIONAL REQUIREMENTS:

Possession of a valid and appropriate California Driver's license. 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 months by signing an acknowledgement form.

A California Department of Motor Vehicles (DMV) driver's record printout demonstrating responsible/safe driving history.

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~~County of Mariposa~~
~~Driver~~
~~Page 2~~

Must participate and pass all DOT drug/alcohol testing requirements and remain subject to the County's DMV pull program.
~~A safe driving record.~~

~~A valid CPR and first aid certificate,~~ A valid CPR and First-Aid Certificate, or the ability to obtain one within 30 days of hire. The certification must remain valid during the course of employment.~~or the ability to obtain one within 30 days of hire.~~

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

Creation Date: 03/21 (B/S Res. 2021-99)

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DRIVER

DEFINITION

To safely operate a County vehicle to drive authorized clients to and from scheduled medical and other program-related appointments; to ensure the assigned vehicle is in safe operating condition; to maintain records and reports of trip information as required; and to perform other related departmental duties and responsibilities as required.

This job class is responsible for ensuring the safety of clients at all times during trips. Clients may come from diverse backgrounds, including senior citizens and persons with disabilities. This position requires compassion, patience, and tolerance.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Drives a County vehicle to transport clients safely in accordance with authorized, pre-approved schedules, both within and outside of the County.

Provides safe, courteous and efficient transportation for clients. This may include, but is not limited to: transporting clients; assisting clients in and out of the vehicle; and escorting clients to appointments, as necessary.

Maintains accurate record keeping of trip information and vehicle mileage logs. Prepares reports of driving hazards, accidents and/or passenger incidents.

Maintains current required licenses and certificates.

Cleans vehicle interior and exterior as needed to ensure it is in safe operating condition.

Performs other related duties similar to the above in scope and function, as required.

EMPLOYMENT STANDARDS

Knowledge of:

The California State Motor Vehicle code, as it relates to the operation of vehicles used in transporting passengers.

Safe driving practices.

CPR and first aid techniques.

Ability to:

Operate a two-way radio.

Read and interpret a map or navigation app.

Remain calm in emergency situations.

Understand and follow both oral and written instructions independently.

Exercise good judgment and extreme caution while operating a transportation vehicle.

Maintain records and logs related to vehicle maintenance and the transportation of passengers.

Exhibit compassion, patience, and tolerance.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Incumbent drives and operates County vehicles while transporting clients. Worker may be exposed to traffic hazards, air contaminants, adverse weather conditions, varying temperature and noise extremes, wetness, humidity, fumes, dusts, odors, pathogens, and vibration.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to drive vehicles for extended periods of time, as well as the ability to sit, walk, stand, climb, balance, stoop, kneel, push, crawl, crouch, twist, and reach while performing work. Daily duties require visual acuity, sound perception and discrimination, and oral communications capability.

MINIMUM QUALIFICATIONS

Experience:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is: Qualified work experience in driving and dealing directly with people.

Education:

Graduation from high school or equivalent.

ADDITIONAL REQUIREMENTS:

Possession of a valid and appropriate California Driver's license. 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 months by signing an acknowledgment form.

A California Department of Motor Vehicles (DMV) driver's record printout demonstrating responsible/safe driving history.

Must participate and pass all DOT drug/alcohol testing requirements and remain subject to the County’s DMV pull program.

A valid CPR and First-Aid Certificate, or the ability to obtain one within 30 days of hire. The certification must remain valid during the course of employment.

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

Creation Date: 03/21 (B/S Res. 2021-99)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-126

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with Yosemite National Park in the Amount of $500,000 to Establish the Terms and Conditions Under Which the Parties will Provide Mutual Assistance in Preventing, Detecting, and Suppressing Structural Fires and All-Hazard Incidents on Lands Within the Park's Boundaries, Including the Communities of El Portal, Foresta, Wawona Within the County of Mariposa, and in the Immediate Surrounding Area Including the Communities of Yosemite West and Fishcamp; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Yosemite National Park in the Amount of $500,000 to Establish the Terms and Conditions Under Which the Parties will Provide Mutual Assistance in Preventing, Detecting, and Suppressing Structural Fires and All-Hazard Incidents on Lands Within the Park's Boundaries, Including the Communities of El Portal, Foresta, Wawona Within the County of Mariposa, and in the Immediate Surrounding Area Including the Communities of Yosemite West and Fishcamp; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement was negotiated by former Mariposa County Fire Chief Steve Ward to replace an agreement that expired a few years earlier. It codifies fire prevention, detection, and suppression activities in and around the boundaries of Yosemite National Park. By approving this agreement, the Board will be supporting these critical activities in areas of Mariposa County to which National Park Service (NPS) resources can respond much more quickly. As we all know, fire events are an increasing threat to the health and well-being of Mariposa County residents and visitors. All steps taken to enhance responsiveness are in the best interest of all involved.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved agreements with similar goals in the past.

Resolution 2022-522
Resolution 2016-181
Resolution 2017-010
Resolution 2012-233
Resolution 2011-489

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The agreement could be modified or not approved. The consequences of those decisions would depend on the actions taken. No question that a mutual aid response to all fire events benefits everyone.

FINANCIAL IMPACT

The cost of this agreement will be covered in FY25 under the County Fire budget, since CalFire has called all staff back after the Los Angeles fires in January, thus reducing the CalFire contract cost for FY25. Future year funding will be budgeted as part of the budget process.

ATTACHMENTS

1. Yosemite and Mariposa Structure Fire Agreement

VOTE RESULT

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

REIMBURSABLE

FIRE PROTECTION AGREEMENT

BETWEEN THE
UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK
AND
THE COUNTY OF MARIPOSA

This Agreement is entered into by and between the United States Department of the Interior, National Park Service (hereinafter "NPS"), acting through the Superintendent of Yosemite National Park (hereinafter "Park"), and the County of Mariposa (hereinafter "County") acting through its Chair of the Board of Supervisors. Throughout this Agreement, both the NPS and the County may be jointly referred to as the "Parties."

ARTICLE I - BACKGROUND AND OBJECTIVES

The objective of this Agreement is to Establish The Terms And Conditions Under Which The Parties Will Provide Mutual Assistance In Preventing, Detecting, And Suppressing Structural Fires And All-hazard Incidents On Lands Within The Park's Boundaries, Including The Communities Of El Portal, Foresta, Wawona Within The County Of Mariposa, And In The Immediate Surrounding Area Including The Community Of Yosemite West And Fishcamp.

Currently, the NPS is primarily responsible for providing fire prevention, detection, and suppression on federally owned land within the park. The Mariposa County Fire Department is primarily responsible for providing fire prevention, detection, and suppression within the County of Mariposa and in the immediate surrounding area (including non-federally owned land within the Park's boundaries).

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of 54 U.S.C *§*102711 and 54 U.S.C. *§*10174.

ARTICLE III - STATEMENT OF WORK

The NPS agrees to:

1. Provide **automatic** initial attack on all structural fires and all-hazard incidents **within Yosemite National Park and El Portal Administrative Site** boundaries including the following communities within Mariposa County:
    a. El Portal (Rancheria and Old El Portal)
    b. Foresta
    c. Wawona
    d. Yosemite Valley

2. Provide **automatic aid** initial attack response on structural fires and all-hazard incidents **outside of the park boundary** in the following communities within Mariposa County (when the park is made aware of the incident):
    a. Yosemite West

b. The Merced River Canyon from Parkline to Savages Trading Post
c. Fish Camp (Major incidents: structure fires and vehicle accidents)

3. Provide **mutual-aid** response **when requested by the County** on structural fires and all-hazard incidents **outside of the park boundary** in the following communities within Mariposa County:
    a. The Merced River Canyon from Savages Trading Post to Briceberg
    b. Fish Camp (Minor Incidents: routine calls for service)

4. Provide **command and control** on all structural fires and all-hazard incidents **within Yosemite National Park and El Portal Administrative Site** boundaries including the following communities within Mariposa County:
    a. El Portal (Rancheria and Old El Portal)
    b. Foresta
    c. Wawona
    d. Yosemite Valley

    County resources will be requested to respond for all major incidents involving private property within the communities listed above.

5. Provide **command and control until relieved** by the County on structural fires and all-hazard incidents **outside of the park boundary** when the park is the first on-scene in the following communities within Mariposa County:
    a. The Merced River Canyon from Parkline Briceberg (everything besides Rancheria and Old El Portal)
    b. Yosemite West
    c. Fish Camp

6. Provide **three fire stations** including operating and maintenance costs within the park boundary and within Mariposa County in the following locations:
    a. Fire Station 1 – El Portal
    b. Fire Station 2 – Wawona
    c. Fire Station 3 – Yosemite Valley

7. Provide the following **apparatus/equipment** at each fire station listed above:
    a. Fully outfitted Type 1 Structural Fire Engine
    b. Rescue or Engine with extrication equipment
    c. Personal Protective Equipment for all firefighters

8. Provide **command, control, and leadership** for:
    a. Engine Company 1 in El Portal
    b. Engine Company 2 in Wawona
    c. Engine Company 3 in Yosemite Valley.

9. Provide 24-hour **9-1-1 dispatching** for all areas within the park boundary.

10. Make notification to the County under the following criteria:
    a. NPS will immediately notify the County for major incidents like structural fires within our mutual response areas, once the property ownership has been determined to be non-NPS. Notifications that require a County Fire response will be made from the Yosemite Emergency Communications Center to the CALFIRE Emergency Command Center.
    b. NPS will notify the County after the response / incident has concluded on

less severe incidents such as alarms, leaks/smells, and other routine hazards. Notifications that do not require a County Fire response will be sent via email to the County Fire point of contact. An auto-generated report of fire incidents handled by NPS can serve as this notification.

11. Request from the County, fire cause investigation and scene security of structural fires occurring in non-NPS owned buildings inside the Yosemite National Park and El Portal Administrative Site boundaries.

12. Provide fire safety inspection support to the County when park resources are available to include inspection of schools, libraries, and other community facilities.

13. Participate in combined trainings with County staff inside and outside the park.

14. Notify the County when any significant staffing changes occur, such as one of the park engines being assigned to long term off-park incidents.

15. Consider responding outside of the areas defined above on a case-by-case basis when requested by the County.

The COUNTY agrees to:

1. Relieve NPS resources of **command and control** on structural fires and all-hazard incidents **outside of the park boundary and El Portal Administrative Site** when the park is the first on-scene in the following communities within Mariposa County:
    a. The Merced River Canyon from Parkline Briceberg (everything besides Rancheria and Old El Portal)
    b. Yosemite West
    c. Fish Camp

2. Notify Yosemite Emergency Communications Center of all structural fires or all-hazard incidents within our mutual response areas outside of the Yosemite National Park and El Portal Administrative Site boundaries immediately.

3. Provide fire cause investigation and scene security of structural fires occurring:
    a. In non-NPS owned buildings inside the Yosemite National Park and El Portal Administrative Site boundaries.
    b. All areas outside of the park boundaries

4. Provide fire safety inspection support for NPS owned facilities outside of the park boundaries when County resources are available to include inspection of the NPS Administrative building in Mariposa.

5. Participate in combined trainings with Park staff inside and outside the park.

6. Provide firefighter certification/currency trainings when County resources are available.

Both PARTIES further agree:

1. Each party shall provide to the other party a list of key personnel, with telephone numbers, to be contacted in an emergency. The list will be updated as necessary.

2. The parties shall provide mutual assistance to each other in cases of major emergencies beyond that provided for above, when critical needs arise and the response capability is available. The NPS and the County shall bear their own expenses in such circumstances.

3. After notifying the other party of a fire's discovery, either party shall take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.

4. Nothing in this Agreement shall be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

5. That the Period of Performance of this agreement is July 1, 2025 through June 30, 2030, and that, NPS will invoice County according to the following schedule:
    a. By September 30, 2025, an invoice by NPS for $100,000
    b. By September 30, 2026, an invoice by NPS for $100,000
    c. By September 30, 2027, an invoice by NPS for $100,000
    d. By September 30, 2028, an invoice by NPS for $100,000
    e. By September 30, 2029, an invoice by NPS for $100,000

    Total amount for this agreement is $500,000. The 10.5% NPS administrative fee (Expense Overhead) is included in the totals listed above.

ARTICLE IV - TERM OF AGREEMENT

1. This Agreement shall supersede any existing structure fire Agreements between the Park and the County.

2. This Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2030, unless it is terminated pursuant to the provisions of Article IX.

3. This Agreement will be reviewed annually, prior to the start of the County's fiscal year, to determine if modifications are needed, and funding is available. The Park's obligations under this Agreement shall be subject to the availability of funds. This Agreement may be amended by the mutual written consent of the parties.

ARTICLE V - KEY OFFICIALS

All communications and notices regarding the implementation of this Agreement shall be directed to the following key officials for each party:

For the NPS:
Yosemite Fire Management Officer
P.O. Box 577
Yosemite N.P., CA 95389

For the County:
Mariposa County Fire Chief
P.O. Box 162
Mariposa, CA 95338

ARTICLE VI - PAYMENT

The National Park Service Accounting Operations Center (AOC) will send an annual invoice to the Yosemite National Park budget contact each year by May 30th, so the park can provide it to the Mariposa County Health Department at the following address:

Mariposa County Administration
PO Box 784
Mariposa, CA 95338

Upon receipt of the invoice, Mariposa County will make payment to the following address:

National Park Service Accounting Operations Center
P.O. Box 100000
Herndon, VA 20171-9998

ARTICLE VII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

ARTICLE VIII - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the County of Mariposa during the performance of this Agreement shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE IX - MODIFICATION AND TERMINATION

1. This Agreement *may* be modified only by a written instrument executed by the parties.

2. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator, if necessary, to try to avoid terminating this Agreement.

3. In the event that the County terminates this Agreement mid-year, the County shall pay the Park a prorated portion of the current Agreement year amount after receipt from the Park of a bill of collection.

ARTICLE X - STANDARD CLAUSES

Civil Rights
All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42

U.S.C. Paragraphs 2000 det seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. Paragraphs 2000 f et seq.); the Age Discrimination Act of 1975 (8d9 Stat. 728; 42 U.S.C. Paragraphs 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex

Promotions
The County of Mariposa shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the County of Mariposa represents. No release of information relating to this Agreement may state or imply that the Government approves of the County of Mariposa's work product or considers the County of Mariposa's work product to be superior to other products or services.

Public Information Release
The County of Mariposa must obtain prior Government approval from the Superintendent of Yosemite National Park for any public information release which refers to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

Assignment
No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

Officials Not to Benefit
Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

Non-Exclusive Agreement
This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

Survival
Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.

Partial Invalidity
If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XI - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE **NATIONAL PARK SERVICE**:

_____
David M. Szymanski
Regional Director
Interior Regions 8, 9, 10, and 12

FOR THE **COUNTY OF MARIPOSA**:

_____
Rosemarie Smallcombe – Mariposa County Board of Supervisor-Chair

_____
Walter Wall – Mariposa County Counsel

_____
Danielle Bondshu – Mariposa County Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-127

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify a Letter of Support for the 6th Street Pedestrian Bridge Project

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RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the 6th Street Pedestrian Bridge Project.

The Project is part of a broader effort to connect different parts of our town and promote both local and tourist movement along the Mariposa Creek Parkway. The existing 6th Street bridge is narrow and dangerous and highlights the safety and accessibility issues faced by the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely ratified letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Letter of Support - 6th Street Pedestrian Bridge Project - 040825 - Signed**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	None
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... JENNI KISER
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

March 24th, 2025

Senator Alex Padilla
331 Hart Senate Office Building
Washington, D.C. 20002

Senator Adam Schiff
112 Hart Senate Office Building
Washington, D.C 20002

RE: Request Support for 6th Street Pedestrian Bridge Project – County of Mariposa

Dear Senator Padilla and Senator Schiff,

On behalf of Mariposa County, I am writing to express our strong support for Mariposa County's request for community project funding to construct a new pedestrian bridge to enhance the County's walkability and improve access across Mariposa Creek.

This project is part of a broader effort to connect different parts of our town and promote both local and tourist movement through the Mariposa Creek Parkway, which is envisioned as an interconnected multi-use trail system. The existing 6th Street bridge is narrow and dangerous and highlights the safety and accessibility issues faced by the County. A narrow bridge poses several risks, especially in this high traffic area surrounded by parking lots that aims to promote walkability and connectivity for both residents and visitors. Given these considerations, the construction of a new 80 ft. cantilevered pedestrian bridge and the rehabilitation of existing sidewalk and pavement, are not only necessary for immediate safety improvements but also represent a long-term investment in the community's well-being and sustainability. This project aligns with broader goals of creating walkable, connected, and vibrant urban environments that caters to the needs of all residents and visitors.

We ask that you support this critical funding request, which will have a lasting impact on our county, region and the state. Thank you in advance for your consideration.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Rosemarie Smallcombe, District I Supervisor
RE:	Proclaim the Month of April, 2025, as "County Government Month" (Supervisors Kiser)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of April, 2025, as "County Government Month" (Supervisors Kiser)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this and similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to show appreciation to the volunteers that help keep some of our most vital programs operating.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **County Government Month 25**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of April 2025

as

"County Government Month"

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe, and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives, moving America forward by providing health services, administering justice, keeping communities safe, running elections, providing parks and cemeteries, managing solid waste, keeping records, fostering economic opportunities and much more; and

WHEREAS, counties, as intergovernmental partners, enact local, state, and federal programs to address the needs and enhance the health, welfare, and safety of its residents; and

WHEREAS, Mariposa County, a historic mining town, takes pride in its unique heritage, deeply rooted in agriculture, tourism, generations of families who continue to serve our community, and the Southern Sierra Miwuk who have been stewards of this land for centuries; and

WHERAS, Mariposa County is the "Mother of Counties", once taking up 1/5th of the State of California, it was slowly broken up into all or parts of 11 other counties; and

WHEREAS, Mariposa County is the gateway to Yosemite National Park, welcoming millions of visitors annually and contributing to both the local and national economy, while preserving its small-town charm, rich culture, and community-centered values; and

WHEREAS, Mariposa County, like all counties, takes seriously its responsibility to protect and enhance the health, wellbeing, and safety of its residents in efficient and cost-effective ways; and

WHEREAS, each year since 1991, the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs, and services.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **April 2025 as "County Government Month"** and encourage all county officials, employees, schools, and residents to participate in county government celebration activities.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 8th day of April 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

RECOMMENDATION AND JUSTIFICATION

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637.

Per Resolution 22-637, Section 10.2 of the Committee Policy, 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.

10.2 A. Each annual report shall minimally include the following information:

A. An overview of the projects/issues/topics considered by the committee in the preceding year;

B. How the projects/issues/topics fall within the committee's purpose;

C. Any issues impeding committee effectiveness; 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 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.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board Adopted Resolution 2022-637 Requiring Committees to Submit an Annual Written Report.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the current and future projects of the committees.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **HSRPC - Annual Report FINAL**
2. **Airport Adivsory -Annual Report Draft 3.0**

VOTE RESULT

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

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

POLINA PIVAK
Housing and Community
Development Specialist

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

ppivak@mariposacounty.org

MEMORANDUM

Date: March 10, 2025
To: Board of Supervisors
From: Historic Sites and Records Preservation Commission (HSRPC)
Topic: 2024 Annual Report of Commission Activity to Board of Supervisors

Summary:
As dictated by Board of Supervisors Resolution No. 2022-637, each committee shall prepare and submit an annual written report to the Board of Supervisors, by April 1st of each year that includes a summary of their activities and accomplishments during the last year, as well as committee goals and initiatives for the next year. It is the intent of this policy that written reports are communications between the committees and Board of Supervisors.

HSRPC Annual Report 2024:

A. Overview of projects/issues/topics considered by the Commission in 2024;

   a. Applications:
      i. Historic Design Review (HDR) Application No. 2023-132, HDR Application No. 2023-159, HDR Application No. 2024-013, HDR Application No. 2024-022, HDR Application No. 2023-090, HDR Application No. 2021-091, HDR Application No. 2024-083. HDR Application No. 2024-093, HDR Application No. 2024-115, and HDR Application No. 2024-124.
   b. Other Projects/Issues:
      i. Receipt of the National Endowment for the Arts Our Town grant and creation of ad-hoc committee to work with staff on grant deliverables.
      ii. Discussion on code enforcement for signage and preservation of structures within the Historic Design Review Overlay.
      iii. Adoption of HSRPC meeting code of conduct.
      iv. Review of Certified Local Government eligibility and evaluation of value.
      v. Presentation of HSRPC work plan to the Board of Supervisors.
      vi. Tour and preliminary review of Courthouse remodel project.
      vii. Review and revision of the Gold Rush Design Review Guidelines for accuracy in consultation with the Southern Sierra Miwuk Nation.

viii. Creation of Historic Records Preservation Stakeholder Working Group, which is an interdepartmental/interorganizational committee to review and adapt the County records preservation measures.
ix. Update of the policy for approved paint color palette within the Historic Design Review Overlay.
x. Review and recommendation on Assessor's Office/NPS Map Preservation project.
xi. Recommendations to the Board of Supervisors on Protection and Preservation of Mariposa County's Documentary Heritage.
xii. Initial review of HSRPC bylaws.

B. How the projects/issues/topics fall within the committee's purpose

a. All projects and issues fall within codified responsibilities and authority of commission in MCC 2.90.060 Duties and Responsibilities

C. Any issues impeding commission effectiveness

a. Lack of staff capacity to support HSRPC objectives and goals.
b. Code compliance issues associated with enforcement of the Historic Design Review Overlay (HDRO), specifically difficulty enforcing compliance associated with signage in the HDRO.

D. Goals and objectives for 2025

a. Prepare and initiate a comprehensive outreach and education program on the requirements of the Historic Design Review Overlay per Objective 2 of HSRPC work plan.
    i. The goal is to encourage public engagement with the HSRPC and improve compliance within the Historic Design Review Districts.
b. Continue to complete a database of historic resources and registered properties in Mariposa County per Objective 3 of the HSRPC work plan
c. Continue records preservation and potentially seek grant funding for this effort per Objective 4 of the HSRPC work plan.
d. Continue work on the Our Town Grant: Historic Preservation in the Present Tense to revise the Historic Design Review Guidelines per Objective 1 of the HSRPC work plan and BOS Resolution No. 2024-525.
e. Work with the Southern Sierra Miwuk, especially for CEQA consultation, on items within the HSRPC responsibility areas per Objective 2 of the HSRPC work plan.
f. Work with the Mariposa Town Planning Area Task Force on items within the HSRPC responsibility areas per Objective 2 of the HSRPC work plan.

E. Any additional information

a. N/A

Airport Advisory Committee 2024 Annual Report to Mariposa County Board of Supervisors

The Airport Advisory Committee (AAC) primarily focuses on operations of the airport, which is outside of its revised duties and responsibilities.

Brief history of the Duties and Responsibilities of the AAC.

The AAC was established by Resolution No. 93-3878 pursuant to CPUC 21670. This Resolution originally provided for four duties and responsibilities at paragraph 7 (originally paragraph 5). These duties included providing advice and recommendations:

1) on "an airport comprehensive land use plan" to the BOS, (para 7(A))
2) on "land use projects in the Mt. Bullion area which may affect airport operations" to the Planning Commission and Board of Supervisors (BOS) (para 7(9B))
3) on "preparation and adoption of an airport master plan" to the BOS (para 7(C)) and
4) on "operation of the airport" to the BOS. (para 7(C))

After the Master Plan and comprehensive land use plan were established, the AAC focused primarily on operation of the airport (#4 above), and occasionally on land use projects (#1 above). Until 2021, these duties and responsibilities remained unchanged by subsequent resolution Numbers 04-353; 08-456; 09-479; 10-262. [See complete text of Resolution No. 93-3878, para 7 below]

In 2021, the number of duties was reduced from four to three by the elimination of #4) above by Resolution No. 21-517. That is, Resolution 21-517, para 7(C) amended #4 above) above to clarify that "operation of the airport" was only with regard to the airport master plan. It was no longer a separate, ongoing duty for action by the AAC. [See Res. No. 21-515, para 7(C) below]

AAC follow through on its duties and responsibilities

Notwithstanding the 2021 amendment, the AAC has continued to focus on issues relating to the operation of the airport. This is likely due mostly to inertia. It is also possible that the change in the scope of the duties resulting from the amendment was not brought to the attention of the members of the AAC at the time. And it is the case that various documents and guidance provided to AAC new and prospective members as late as December 31, 2024 include the original language regarding "operation of the airport" in paragraph 7(C). Other documents refer to current language, which has occasionally lead to confusion. In any case, the AAC has continued to focus primarily on addressing ongoing operations of the airport, up to the present.

This focus of the AAC on airport operations is understandable because there has been little or no call for participation by the AAC in revision of the airport Master Plan since its adoption in 1993. And there has been minimal call for participation of the AAC in the airport comprehensive land use plan in recent years. Thus, the only ongoing issues remaining within the scope of the AAC duties and responsibilities are local land use projects that might impact the airport, as recited in paragraph 7(B).

However, such land use projects do not often come to the attention of the AAC. One reason is that the AAC lacks the mandate or resources to track local land use projects on its own initiative. Similarly, the AAC does not have the resources or mandate to initiate revision of either the airport Master Plan or comprehensive land use plan. And the BOS is no longer in the habit of bringing land use projects, master plan revisions, or airport land use revisions to the attention of the AAC for advice and recommendations. In short there is not much left for the AAC to do.

But there have been some matters that relate to airport land use plans, either directly or indirectly. Most of these matters have resulted in lost opportunities to formally address airport land use by the AAC.

Airport Advisory Committee 2024 Annual Report to Mariposa County Board of Supervisors

Lost Opportunities to address airport land use in 2024

For example: in the Spring of 2024, Airborne Aviation gave notice in accordance with the terms of its contract with Mariposa of an intent to terminate their contract at the end of the year, in advance of the expiration date. Airborne expressed the hope that problems inherent in the agreement could be resolved and the contract could be further extended rather than terminated early. The BOS and Airborne attempted to negotiate a resolution beginning around June or July of 2024. But the negotiations fell apart by November or December 2024, and the County subsequently assumed operations of the airport.

Notice of the dispute and negotiations was provided to the AAC. But no questions were presented by the BOS to the AAC for advice or recommendations regarding the issues and advisability of termination and transfer of airport operations from Airborne to the County. The AAC did point out that there seemed to be no list of tasks that would need to be transferred to the County. There also appeared to be no detailed plans for transferring operational knowledge from Airborne to the County staff and training of the staff. But the AAC could not take any action to tender advice or suggestions because it was never on the agenda.

For example: at the June 2024 meeting of the AAC, the Civil Air Patrol (CAP) gave a presentation of its many activities on and around the airport. The presentation detailed a number of substantial benefits resulting from CAP activities that accrued to the county at negligible or zero expense. Those benefits included search and rescue training, disaster relief preparedness, youth activities and training, crowd control at county events, and community aviation training, just to name a few. However, no advice or recommendations were sought from the AAC at any subsequent meetings regarding support of the CAO or future use of the terminal building for CAP meetings. Once the County made a decision to assume operation of the airport it summarily informed the AAC at the December 2024 meeting that the County was unable at that time to make any provisions for the CAP (and EAA) to use the terminal for meetings. The CAP and EAA have been meeting off-airport since then. The county has subsequently indicated that the CAP and EAA might be able to use the terminal building during normal weekday business hours. Unfortunately, meetings during weekday business hours are not feasible for either the CAP or the EAA.

For example: the County made a decision to purchase a hanger for its use. The purchase of the hanger was never on any agenda. And the County did not request advice or recommendations from the AAC prior to its decision to purchase the hanger. AAC members learned of purchase from third parties. Otherwise it might not have come to their attention.

Impact of lost opportunities

Each of the above examples related directly to plans for land use of the airport. As such they are arguably within the scope of the duties of the AAC as set forth the in paragraph 7(A) of the most recent resolution No. 21-515 (see below). They triggered a duty of the AAC to provide advice and recommendations. However, in these examples the AAC was unable to anticipate issues relating to the airport land use in the absence of timely indication by the BOS of the intended use and a request for advice and recommendations. Since the issues were not placed on the agenda, the AAC was unable to take action. The same is true for other similar matters that have come to the attention of the AAC.

Airport Advisory Committee 2024 Annual Report to Mariposa County Board of Supervisors

Recommendations for improvement

Establish better communications between BOS and AAC

Place issues on the Agenda that are within the Duties and Responsibilities of the AAC.

Institute timely requests from BOS to AAC

Indicate to the AAC specific advice and recommendations sought on explicit matters.

Leverage the AAC web page by:

- timely updating a calendar of meetings, along with agendas, and minutes for review at those meetings,
- maintaining a library of past agendas and minutes accessible by AAC members, and
- providing email notice and documents to AAC members in advance of the meetings.

Statement of Duties and Responsibilities of the AAC as set forth in County resolutions

Resolution No. 93-387; Resolution No. 04-353; Resolution No. 08-456; Resolution No. 09-479; Resolution No. 10-262 all recite at paragraph 7

The Airport Advisory Committee is established as an advisory group to the Mariposa County Planning Commission and Board of Supervisors. The powers, duties, and responsibilities of the Committee shall be as follows:

A. 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.

B. To review, advise, and provide recommendations to the Planning Commission and Board of Supervisors on land use projects in the Mt. Bullion area which may affect airport operations.

C. To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport master plan *and the operation of the airport*. (emphasis added)

Note: paragraph 7 was originally referred to as paragraph 5 in Resolution 93-387. For simplicity it is referred to as paragraph 7 throughout this report.

Statement of Duties and Responsibilities of the AAC as amended in Resolution No. 21-515, paragraph 7(C).

(C) To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport master plan ~~and~~, with said airport master plan to include consideration of the operation of the airport. (deletion shown in strike through, insertions shown in underline)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. 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. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **3-21-25 IHSS Advisory Committee Meeting - Minutes**
2. **11A__January_2025_Board_Meeting_Minutes_Final**
3. **240809 CCAC Meeting # 47 Final Minutes**
4. **240913 CCAC #48 FINAL Minutes**
5. **241021 HSRPC Minutes final**
6. **241108 CCAC #49 FINAL MINUTES**
7. **241113 MPAC MINUTES FINAL**
8. **241118 CPSAC Minutes FINAL**
9. **241118 HSRPC Minutes FINAL**
10. **241209 HSRPC Minutes Final**

11. **241220 CCAC #50 FINAL MINUTES**
12. **250110 CCAC Joint Meeting Minutes - #51 FINAL**
13. **250221 PC Minutes - FINAL**
14. **Jan. 10, 2025 PC FINAL Minutes Packet**
15. **Law Library Mins 3-6-25 DRAFT**
16. **6(2)_12_2024_Financial_Statements_For_Board**
17. **Sept 9 2024 minutes HSRPC FINAL**

VOTE RESULT

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

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Friday, March 21st, 2025

Members Present: Dana Hallett, Eva Adams, Mary Wilson & Terrylie DeBeck

Members Absent: Darlene Miles & Mary Dempsey

Union Representative(s): N/A

Staff Present: Janet Gass, Jason Allen & Jesse Bullis.

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:38PM by

HHSA staff member Jason Allen. The Committee proceeded to consider the agenda, and the following actions were taken or direction given:

1. Public Comments:
    a. N/A
2. Approvals:
    a. March 21st, 2025 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Eva, to approve the March 21st., 2025 Agenda.
    b. January 9th., 2025 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Eva, to approve the January 9th., 2025 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. N/A
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. Met with deputy director of CA Department of Aging and talked about what would need to be submitted in order for Mariposa to set up a Planning and Service Area / Area Agency on Aging. Consensus seems to be that Mariposa

County would like to proceed with t6his action once more information is attained.

ii. Mid-year budget adjustment meeting was held, minor adjustments are being made, revenue looks stable, and expenditures are under control. Working to gauge risk in terms of funding that may be delayed or withheld permanently. Concerns about cuts to Medicaid are being discussed.

iii. Should have more info by the end of April about IHSS provider wage negotiating transitioning to the state level.

iv. At the end of 2023 Mariposa County signed a contract with Guide House Consulting who gave us recommendations:

    1. Adopt a strong County Admin Officer (CAO) model.
    2. Establish a development services director to pull building and planning and some aspects of environmental health together.
    3. Rethink internal services such as purchasing processes, financial systems and accounting functions.

v. Planning Department working on updating guidelines for certain buildings/homes and lighting standards and striving to make it easier to build less conventional housing models.

b. Janet – Public Authority (PA):

i. Working on creating a schedule for walk-in hours on Tuesday mornings and Thursday afternoons, any walk-ins outside of these hours

will be asked to schedule an appointment. Flyers should be mailed out soon.

ii. Still doing bi-monthly enrollment meetings, receiving a steady flow of new providers. Tend to receive 1-2 new registry providers per month, these are providers that will be referred out by PA.

c. Jesse – IHSS Social Worker Supervisor:

i. 30 new applications received in 2025 so far.

ii. Just completed state audit, achieved 99.9% accuracy rate which is better than any other county in the state.

iii. 1 Social Worker position currently open, hoping to have it filled soon. Planning to have this position split between helping with home visits and providing backup to PA.

6. Quarterly Stats Update:

a. Printouts shared and discussed with all present.

7. Next Scheduled Meeting Date: April 11th, 2025.

8. Adjournment: @ 2:41PM.

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, January 22, 2025
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Leslie Abasta-Cummings,	At Large Health Care Provider Representative
Ms. Anita Aguirre,	At Large Health Care Provider Representative
Ms. Dorothy Bizzini,	Public Representative
Dr. Maximiliano Cuevas,	Health Care Provider Representative
Ms. Janna Espinoza,	Public Representative
Dr. Donaldo Hernandez,	Health Care Provider Representative
Ms. Elsa Jimenez,	County Director of Health Services
Dr. Kristina Keheley	Interim Health and Human Services Agency Director
Mr. Michael Molesky,	Public Representative
Ms. Mónica Morales,	County Health Services Agency Director
Supervisor Josh Pedrozo,	County Board of Supervisors
Dr. James Rabago,	Health Care Provider Representative
Dr. Allen Radner,	At Large Health Care Provider Representative
Supervisor Wendy Root Askew,	County Board of Supervisors

HEALTHY PEOPLE. HEALTHY COMMUNITIES.

Commissioners Absent:

Dr. Ralph Armstrong,	At Large Health Care Provider Representative
Ms. Tracey Belton,	County Health and Human Services Agency Director
Mr. Mark Hendrickson	Assistant County Executive Officer

Staff Present:

Mr. Michael Schrader,	Chief Executive Officer
Mr. Scott Fortner,	Chief Administrative Officer
Dr. Omar Guzman,	Chief Health Equity Officer
Ms. Jenifer Mandella,	Chief Compliance Officer
Mr. Cecil Newton,	Chief Information Officer
Ms. Van Wong,	Chief Operating Officer
Ms. Anne Brereton,	Deputy County Counsel, Monterey County
Ms. Hayley Tut,	Interim Clerk of the Board

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 3:03 p.m.

Chair Jimenez announced a new board member. Mark Hendrickson was appointed as the acting Director of Public Health to serve on the Santa Cruz, Monterey, Merced, San Benito, Mariposa managed Medical Care Commission for an unexpired term ending March 31, 2027, or until a new Director of Public Health in Merced County is appointed. He was unable to attend the meeting today.

[Commissioner Keheley arrived at this time: 3:05 p.m.]
[Commissioner Abasta-Cummings arrived at this time: 3:07 p.m.]

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda. There were no public comments.

[Commissioner Hernandez arrived at this time: 3:10 p.m.]

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioners shared updates, including the loss of a physician in the community and concerns about recent executive orders affecting healthcare and immigration.

Dr. Quinn, a long-time physiatrist who contributed significantly to the community and the Alliance recently passed. Dr. Quinn was active in the senior and disabled community and served on the physician advisory group.

Commissioners expressed concerns about recent executive orders, including one that recognizes only two sexes and another that revokes the prohibition on ICE arrests in sensitive locations like schools and hospitals. These orders have caused fear and uncertainty in the community.

Commissioners discussed the importance of supporting the community during these challenging times. They highlighted efforts by local school districts to reassure families about the safety of their children and the distribution of red ICE cards to inform individuals of their rights.

[Commissioner Rabago arrived at this time: 3:13 p.m.]
[Commissioner Morales arrived at this time: 3:15 p.m.]
[Commissioner Askew arrived at this time: 3:16 p.m.]

4. Comments and announcements by Chief Executive Officer.

The written CEO Report was included in the Commission packet.
Mr. Schrader provided a verbal summary of the governor's proposed FY 2025/26 state budget, which was released in January, focusing on the Medi-Cal program. He highlighted that the governor's proposed budget:

- Assumes no changes to Medi-Cal eligibility for those with unsatisfactory immigration status;
- Projects that total MCal enrollment will be 3% lower for FY 2025-26 than for FY 2024/25, due to the coming end in June 2025 of the pandemic unwinding flexibilities that have resulted in fewer discontinuances;
- Continues ECM and community supports, including the addition of transitional rent, as well as the MCO Tax targeted rate increases that were implemented in 2024; and
- Requires that, based on proposition 35 by voters in November 2024, DHCS consults with a stakeholder advisory committee to develop and implement the program.

Mr, Schrader noted that there is concern that the May Revise could bring unfavorable news as compared to this January version of the budget, since the governor cautions that stated policy changes by the incoming federal administration could negatively affect state revenues. Additionally, the budget anticipates shortfalls in subsequent fiscal years driven by expenditures outpacing revenue.

Mr. Schrader described that item 8 on the agenda is to obtain Board approval for staff to submit the required application for our Medicare D-SNP to CMS by the February 12 deadline, so that the program can start on January 1, 2026.

Mr. Schrader described that item 9 on the agenda is an amendment to our Medi-Cal contract that includes our capitation rates from DHCS for the calendar year 2025. He reported that there has been positive movement since staff presented the Alliance CY 2025 budget to the Board in December. Since then, DHCS increased our rates by another 5.1% over what we included in the budget. This additional 5.1% is expected to prevent the Alliance from experiencing the operational loss that we projected in our 2025 budget.

Consent Agenda Items: (5. – 11F.): 3:30 p.m.

Chair Jimenez opened the floor for approval of Consent Agenda items noting that we would need to vote on consent item 7 separately due to possible conflicts of interest. Consent agenda items 5 through 11F were reviewed.

MOTION: Commissioner Molesky moved to approve Consent Agenda items 5 through 6 and 8 through 11D, seconded by Commissioner Askew.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Aguirre, Askew, Bizzini, Cuevas, Espinoza, Hernandez, Jimenez, Keheley, Molesky, Morales, Pedrozo, Rabago and Radner.

Noes: None.

Absent: Commissioners Armstrong, Belton, and Hendrickson

Abstain: None.

Chair Jimenez opened the floor for approval of Consent Agenda item 7.

MOTION: Commissioner Askew moved to approve Consent Agenda items 7, seconded by Commissioner Espinosa.

ACTION: The motion passed with the following vote:

Ayes: Commissioners, Askew, Bizzini, Espinoza, Keheley, Molesky, and Pedrozo

Noes: None.

Absent: Commissioners Armstrong, Belton, and Hendrickson

Abstain: Commissioners Abasta-Cummings Aguirre, Cuevas, Hernandez, Jimenez, Morales, Rabago and Radner.

Regular Agenda Items: (12. – 13.): 3:34 p.m.

Chair Jimenez made a statement that we will be starting with Agenda Item 13 instead of 12.

13. Consider approving Medi-Cal Grant Program 2025 Investment Plan (3:34 – 4:05 p.m.)

Ms. Jessica Finney, Community Grants Director, presented the 2025 investment plan for the Medi-Cal Capacity Grant Program, outlining the available funding, proposed allocations, and strategic priorities. The board approved the plan with some abstentions.

Highlighting the available funding of $89.9 million and the proposed allocation of $35 million for 2025, plan includes strategic priorities such as healthcare workforce development, healthcare infrastructure, and social drivers of health.

Ms. Finney outlined the proposed allocation percentages for the 2025 investment plan, with 80% allocated to access to care, 10% to healthy beginnings, 5% to healthy communities, and 5% to an innovation fund. The plan aims to address identified community needs and streamline funding opportunities.

Ms. Finney reviewed the highlights of the 2024 grant program, including the awarding of $46 million across 14 funding opportunities. The program focused on workforce development, capital investments, and targeted interventions to close care gaps and support community health workers and doulas.

An approval would allow for the implementation of the proposed allocations and strategic priorities for the year.

MOTION: Commissioner Bizzini moved to approve the Grant Program 2025 investment Plan seconded by Commissioner Cuevas.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Askew, Bizzini, Cuevas, Espinoza, Jimenez, Keheley, Morales, Pedrozo, Rabago and Radner.

Noes: None.

Absent: Commissioners Armstrong, Belton, and Hendrickson

Abstain: Commissioners Aguirre, Hernandez, Molesky,

[Commissioner Abasta-Cummings departed at this time: 4:05 p.m.]

12. Discuss Alliance 2022-2026 Strategic Plan Update (4:05 – 4:48 p.m.)

Ms. Van Wong. Chief Operation Officer, reviewed the 2024 strategic performance and the 2025 strategic objectives, focusing on pediatric measures, cultural and linguistic services, behavioral health insourcing, and care for high-risk members.

Ms. Wong reviewed the 2024 strategic performance, highlighting improvements in pediatric measures, with three out of six measures projected to meet or exceed the 50th percentile. The review also covered the performance of cultural and linguistic services, behavioral health insourcing, and care for high-risk members.

She outlined the 2025 strategic objectives, including maintaining and improving pediatric measures, increasing the use of interpretive services for non-English speaking members, and ensuring the successful insourcing of behavioral health services by July 1, 2025.

She discussed the goals for behavioral health insourcing, including developing an adequate network, ensuring operational readiness, and maintaining or improving utilization rates. The objectives also include achieving performance metrics similar to other Alliance operations.

Ms. Wong emphasized the importance of improving care for high-risk members with complex medical and social needs. The 2025 objectives include enrolling at least 3.5% of the total population in the Enhanced Care Management (ECM) program and ensuring 90% engagement with monthly visits.

[Commissioner Aguirre departed at this time: 4:25 p.m.]

The Commission adjourned its regular meeting of January 22, 2025, at 4:48 p.m. to the regular meeting of February 26, 2025, at 3:00 p.m. via videoconference from county offices in Scotts Valley, Salinas, Merced, Hollister, and Mariposa. unless otherwise noted.

Respectfully submitted,

Ms. Hayley Tut
Interim Clerk of the Board/Executive Assistant

Minutes were supported by AI-generated content.

MARIPOSA COUNTY
Code Compliance Advisory Committee (CCAC)

MEETING #47 FINAL MINUTES (Approved at 12/20/24)

DATE: **August 9, 2024**
TIME: **1:00 - 4:00 PM**
LOCATION: **Board of Supervisors Chambers, 2nd Floor**
5100 Bullion Street, Mariposa CA 95338

1. Call to Order and Roll Call. Welcome.

Rob Fox, Chair, opened the meeting at 1:04pm and announced there was a quorum. Fox reviewed the CCAC role, in collaboration with Staff and the Board of Supervisors, and in the spirit of collaboration, the meetings benefit all Mariposa County residents.

Members Present: Robert Fox, Ken Melton, Colleen Rhodes, Kris Casto, Gabe Edwards, Shelley Cummings
Public Present: Al Golub
Members Excused: None
County Staff Present: Steve Engfer (Planning Director), Miles Menetrey (Supervisor), Bart Conner (Code Compliance Technician)

2. Public Comment on Non-Agenda Items: For items within the jurisdiction of the Code Compliance Advisory Committee and not on today's agenda. No action will be taken on non-agenda items. **No public comment noted.

3. Minutes:
   a. Review and Approve Draft Minutes from the meeting #46, July 12, 2024.

Cummings asked that a minor revision be made in regard to Paragraph 2 (Public Comment) with the addition of comments proposed by community member Lydia Clary, specifically as to the discussion of the Enterprise Fund, permit processes and over-the-county process to be researched and implemented.

By motion of Casto, seconded by Rhodes, the Code Compliance Advisory Committee approved amending Section 3(a) of the draft minutes of the July 12, 2024 meeting.
6 ayes, 0 nays, 0 excused. Motion passed.

4. Discussion and Action regarding Meeting Days and Times:
   a. Schedule for 2nd Friday of the Month. 1-4 or 2-4pm or Alternative days and times.

Discussion of Committee regarding length of meeting and efficiency of meeting. Casto commented in favor of 1-4pm meeting time; Cummings, Edwards, Fox, Melton and Rhodes commented in favor of 2-4pm meeting time.

By motion of Rhodes, seconded by Melton, the Code Compliance Advisory Committee approved setting all future meeting schedules to the 2nd Friday of the Month, 2-4pm.
6 ayes, 0 nays, 0 excused. Motion passed.

5. Continued Discussion regarding Board of Supervisors Direction on the Code Compliance Program – Amnesty Program – Committee Comments for the Amnesty Program, Abatement and Fee Waivers.

Detailed review by Committee of Director Engfer's May 14, 2024 Code Compliance Program Recommendations Memorandum. Director Engfer to make revisions based on discussion; Rhodes offered to assist Staff in re-write.

<u>Step 1 - Amnesty Program - "Mariposa Pathway to Compliance 2024"</u>

Paragraph 1 - add language "and/or other identified qualifying properties."

Paragraph 2(a)(ii) - Type(s) of violations

Paragraph 2(a)(iii) - revision that this paragraph becomes subsection (b) and reads "Optional six-month extension(s) based on review at the end of month five and the direction of the BOS, or Staff."

Paragraph 2(a)(iv) - becomes subsection ©

Paragraph 2(1) becomes Paragraph 3

Paragraph 2(2) becomes Paragraph 4 - Rhodes offered to assist staff in revision of this paragraph for legality, etc.

Paragraph 2(3) becomes Paragraph 5

Paragraph 2(3) *which contained a typographical error on the original Memorandum - should be paragraph 2(4)* - Paragraph 2(4) becomes Paragraph 6;
Subsection (vi) should be revised to read: Acknowledgment of waiving of violation fees and fines.
Subsection (viii) should be revised to read: Acknowledgment that Mariposa County building code standards apply.

Paragraph 4 becomes Paragraph and re-alignment of new subsections (a)(b)(c)(d) - lengthy discussion regarding Correspondence and Public Engagement and further discussion that Fines and Fees be addressed definitively one time in program.

Paragraph 4(3) becomes Paragraph 8 and should read: "Response to Registrants to include a revised policy for improvements built without permits (BWOP)."

Paragraph 4(4)(c)(d)(e) moved to new Paragraph 7.

Paragraph 4(4)(f) - discussion by Edwards in that this paragraph is an important topic when he joined the Committee 2.5 years ago; discussion to remove and communicate fee schedule.

Paragraph 4(g)(h)(i) realigned to (e)(f)(g)

Cummings noted that the attached Memorandum by Corrina Miranda RE: Status Fees Waiver of Issuance Fees & Other Updates was missing the date of the Memorandum.

6. Case Prioritization Update - Director Engfer briefed on this agenda item. Conner reviewed open cases and prioritization of cases. In his 7 months with Mariposa County, Conner has successfully closed 75 cases; the largest group of cases are BWOPS; unsafe structures = 28 cases; junk = 55 cases; cannabis = 75 cases; TOTT = 33 cases.

7. Information Regarding County application of State ADU Law. Director Enger briefed on this agenda item and clarified that it cannot be used as vacation rentals.

8. Future agenda items:

1) Final Review of Step #1 - Amnesty Program
2) Prioritization of Goals and Objectives
3) Permit/Over-the-Counter permit processes per Item #2, Meeting #46
4) Carry-over of prior agenda items

9. Adjourn

By Motion of Edwards, seconded by Melton, the Code Compliance Advisory Committee meeting adjourned at 4:15p.m. 6 ayes, 0 nays, 0 excused. Motion passed.

Minutes prepared and submitted by Shelley Cummings, Committee Secretary.

Mariposa County

http://www.mariposacounty.org/

Mariposa County MINUTES of the Code Compliance Advisory Committee

ROB FOX	**CHAIR**
GABRIEL EDWARDS	**VICE-CHAIR**
SHELLEY CUMMINGS	**SECRETARY**
CL RHODES	**MEMBER**
KRIS CASTO	**MEMER**
KEN MELTON	**MEMBER**

FINAL MINUTES OF THE CODE COMPLIANCE ADVISORY COMMITTEE

September 13, 2024 (Approved 2/14/25)

A. Call to Order and Roll Call

Rob Fox, Chair, opened the meeting at 2:04 p.m. and announced there was a quorum.

Members Present: Robert Fox, Ken Melton, Colleen Rhodes, Kris Casto, Gabe Edwards
Public Present: Al Golub, Floyd Davis
Members Excused: Shelley Cummings
County Staff Present: Steve Engfer (Planning Director), Sophea Craighead (Planning)

B. Public Comment on Non-Agenda Items

For items within the jurisdiction of the Code Compliance Advisory Committee and not on today's agenda. No action will be taken on non-agenda items.

Public comment received by Floyd Davis (resident), shared informative information regarding the California Association of Code Enforcement Officers meeting in Fresno, CA. He provided a handout and encouraged the public to attend the meeting.

C. Approval of Minutes

1. **Review and Approve Minutes from August 19, 2024 meeting.**

Prior to roll call, Fox announced that the draft minutes from August 19, 2024 meeting on the agenda was a clerical error and the correct date should be August 9, 2024.

Rhodes requested to table the August 9, 2024 draft minutes to the October 11, 2024 meeting as she would like to review the minutes in further details.

By motion of Rhodes, seconded by Edwards, the Code Compliance Advisory Committee tabled the draft minutes of August 9, 2024 to the October 11, 2024 meeting. 5 Ayes, 0 nays, 1 excused (Shelley Cummings), 0 abstained. Motion passed.

D. Discussion and Possible Action

1. Continued discussion regarding Board of Supervisor Direction on the Code Compliance Program: Step 1 – Amnesty Program, Finalize edit for CCAC Recommendation to the Board of Supervisors.

Planning Director, Steve Engfer provided an update regarding the changes made to Step 1 – Amnesty Program from the previous CCAC's meeting, and noted that he has since worked with the Chair and Rhodes for the revised version and recommended that the CCAC move Step 1- Amnesty Program forward.

Rhodes asked what the CCAC's role is in finalizing the Amnesty Program document. She pointed out that during the May 14, 2024 Board meeting the Supervisors asked for code compliance program updates form Planning staff not from the advisory committee itself. She listened to the Board meeting and heard the Supervisors' request. During the previous CCAC meeting the CCAC began a line edit of staff's document, which does not seem appropriate to Rhodes since it is staff's document. If the CCAC had written an Amnesty Program document, Rhodes would have recommended that it be written very differently and would have included a policy statement, goals, objectives, and deliverables. In her estimation, this staff document doesn't actually meet the needs of the Board, and a line-edit doesn't remedy its deficiencies; further, it isn't clear why it is being line-edited by an advisory committee. It isn't clear that advisory committee members should be involved in working over this document at this point in its development when it appears that the Board has asked for a report from staff. Since this is staff's document, it might be better for the CCAC to not be involved with this document.

Engfer noted that the 4 steps of the Amnesty Program was created with the CCAC's input and he agreed with Rhodes that there was more work that needed to be done in conjunction with creating the policy's objective, and that this document is an overview which does not contain the details. In order to initiate the program's objective the overview needed to be completed first.

A discussion occurred with Rhodes suggesting to make it simple, so the public will willingly come to remedy the violation. Edwards suggested that letters are sent to all open cases stating the intent was to remedy the violation.

After discussion, the CCAC agreed to review the Step 1-Amensty Program by each line item, and the following changes were made:

1. "The amnesty program will apply to existing non-compliant properties (existing compliance cases and/or volunteered self-reported properties). And/or other identified qualifying properties" has been changed to *"The amnesty program will be available to all property owners. Eligibility for amnesty will apply to those property owners who have one or more existing code violations."*

2.

b. "Optional six-month extension(s) based on bi-monthly reviews, program

progress and at the direction of the BOS." Per Edwards, to include *"intent for staff"* after the direction of the BOS.

3. *Item #3 becomes Item #4*

   Replace the word "Limitations" with "Exception" to read as follow: *Exceptions to Amnesty Program Participation.*

   3.a. *will become 4.a.*
   "Immediate life, health, safety, or public nuisance (pursuant to state law) are not eligible for the program" changed to state *"Life, health, safety or public nuisance violations (pursuant to state law) are not eligible for the program.*

   3.b. *will become 4.b*.
   Replace "Not applicable to violations created on the property after the Amnesty Program inception date for registration and confirmation of registrants." With "*Public nuisance violations (pursuant to state law) are not eligible for the program."*

   Add 3.c. will become 4.c.
   to state "Violations created on the property after the property owner inception date for registration and registrants to the Amnesty program are not eligible for the program."

4. *Move item #4 up to become Item #2.*
   Changed "No fines or additional fees will be charged to any property that registers for the program for any violations that existed on the program's initiation date. This includes any future fines or fees resulting from amendments to the Mariposa County Code (MCC) adopted subsequent to the registration of the property in the program" to read as follow:

   "No violation fines or fees will be charged to any property owner who registers for the program for any violations that existed prior to the program application submittal date. This includes any future fines or fees resulting from amendments to the Mariposa County Code (MCC) adopted subsequent to the registration of the property in the program.

5. Changed "Mariposa County Permit fees and requirements of the California Building Code shall not be waived. Including school fees when applicable" to state as follow:

   "Mariposa County permit fees, and requirements of the Mariposa County Building Codes, including school fees shall not be waived."

6. Mariposa Pathway to Compliance 2024 Registration.
   Replaced the word "Registration with "Application" to state:

   Mariposa Pathway to Compliance 2024 Application:

6.b. Form to include the following information (below are the changes made to section 6.b)

i. Changed the word "Name" to *"Property Owner Name".*

ii. Revised from "Address" to "*Address and/or APN* (Assessor's Parcel Number)."

v. Changed "Description of issues/violations." to *"Description of issues/violations as my be know."*

vii. Adding "Mariposa County" to state*: "Acknowledgement that standard Mariposa County Building permit fees apply".*

viii. Replace "Acknowledgement standard building code apply" with *"Office use only section for verification of application submittal date".*

Replace "*" with subitem "h" to state as follow:

h. Correspondence to include the relevant program details including but not limited to:

#1 becomes h.1. Time frame for registration.

#2 becomes h.2. and replace the word "Implications" with "The consequences" to state as follow: The consequences of not completing the required repairs is:

h.2.a. changed from "Filing of Notice of Non-Compliance upon expiration of permit to correct." *to "Filing of notice of Non-Compliance against the subject property upon expiration of the time allowed for correction.*

Due to lack of time, Engfer requested that the committee email Planning staff with any additional edits.

2. **Continued Discussion regarding Board of Supervisors Direction on the Code Compliance Program: Step 2 – 4 Review Discussion including Relationship to Development Code Update Project.**
3. **Discussion and Prioritization of 224 Goals and Objectives.**
4. **Over the Counter Permit Process Update.**

E. Future Agenda Items

1. November Meeting – Tyler Project Presentation – Compliance Function Presentation.
2. Over the Counter Permit Process Update.
3. Abandon Vehicle Abatement (AVA) – per Edwards

F. Adjournment

By motion of Casto, seconded by Edwards, the Code Compliance Advisory Committee meeting adjourned at 4:20 p.m. 5 ayes, 0 nays, 1 excused (Shelley Cummings). Motion passed.

Minutes prepared and submitted by Sophea Craighead, Office Technician.

http://www.mariposacounty.org/
The Planning Department

FINAL MINUTES OF THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

OCTOBER 21st, 2024 (Approved as Amended 12/09/24)

TIME: 10:00 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley at 10:01 a.m.

Commission members in attendance: Jacob Hawley, Jeanetta Philips, Letha Goger, Jazzmyn Gegere, Clay River, Richard Westfall
Excused: Kathleen Leavitt
Planning Staff: Polina Pivak, Ben Goger, Sarah Hughes
Guests: Vincent Kehoe, Mariposa County Assessor-Recorder; Danielle Bondshu, Clerk of the Board; Matt Johnson, Mariposa County Librarian; Paul Rogers, Yosemite National Park (YNP) Archivist; Kelsie, YNP Museum Registrar

2. Approval of Minutes

a. **September 9, 2024, Meeting**

The minutes of the September 9, 2024, HSRPC meeting were approved unanimously with corrections with a motion by Gegere and second by Goger.

Corrections: Add a letterhead to the minutes, correct statement made by Gegere on page three agenda item 4a. to, "digitization program should be aware of sensitivities to archaeological areas," adding Vincent Kehoe as presenter for agenda item 4a., correct "2002" agreement on page three item 5bi. to "2006" agreement, correct spelling of envision on four for agenda item 5bi., correct spelling of Letha Goger's name on page 3, and correct spelling of digitization on page four for agenda item 5bi.

b. **September 13, 2024, Special Meeting**

The minutes of the September 13, 2024, HSRPC special meeting were approved unanimously as presented with a motion by Goger and a second by Phillips.

3. Public Comment on Non-Agenda Items

There was no public comment received.

4. Review and Recommend for Action

a. **Discussion and Direction on Revised Agreement for Assessor's Office Maps Loan to National Park Service for Digitization Project for Records Preservation**

Vince Kehoe presented the item and introduced Paul Rogers, the archivist for Yosemite National Park (YNP). Rogers stated that temporary conservators are coming for two months this winter. They will be able to complete a lot of map conservation, which includes flattening, flagging for any repairs, and digitization. Mariposa County will receive a copy of the map digitization files. The maps are currently at risk due to existing storage systems, and many do not have a backup copy.

Kehoe proposed limiting the loan agreement to about 100 maps at first as a test case. Jacob Hawley asked if the rest of the maps can be done once the conservators leave. Kehoe and Rogers affirmed and stated they would have to be completed at a later date. The maps can be housed at the National Park Service (NPS) unless they are requested by the County. The maps will be moved as little as possible and in groups of about 30 at a time. Maps will be tracked based on an inventory spreadsheet.

Ben Goger asked how maps with culturally significant areas will be handled. Rogers stated that these maps would not be available to the public. Pivak stated that Sarah Hughes, who previously worked to inventory all of the Assessor/Recorder maps, informed her that all of the maps are numbered Records of Surveys and recorded in the public record, and therefore must be available to the public by law. Kehoe affirmed and stated that generally cultural resources are not identified on Records of Surveys and Hughes stated she was not aware of any maps in the Assessor/Recorder's possession that showed cultural resources. Clay River requested that the Southern Sierra Miwuk Nation have access to the digitized maps and that NPS prioritize following tribal consultation procedure. Letha Goger stated that this should be included in an addendum.

Letha Goger urged Kehoe and Rogers to consider adding an addendum to the loan agreement that includes specifications for conservation and digitization, so the process is clearly followed. Goger asked if it would be possible to obtain a printed copy of the digitized maps. Rogers stated that NPS can provide a master digital copy for the County to print themselves on a plotter. Any maps put on display by NPS will be digital copies of the maps.

Jazzmyn Gegere asked how future personnel, and superintendent would be made aware of the loan agreement and process. NPS representatives stated that the Yosemite National Park (YNP) needs to approve each loan agreement and keeps a file record of all agreements but cannot confirm that future NPS will keep the maps or request a change to the loan agreement, because it becomes storage capacity issue. HSRPC agreed that the maps should stay at YNP and not be moved to another location without permission from the County.

Danielle Bondshu stated that the Board of Supervisors would also need to approve of the loan agreement.

HSRPC agreed that the loan agreement with NPS needs to move forward to save the maps.

Ben Goger asked if the maps will be monetized. Kehoe stated that the County owns the maps, and this would have to be a Board of Supervisors decision.

Rogers stated that the loan agreement is for a period of 3 years and can be re-evaluated at the time of its expiration, however NPS can check in on progress with the County and HSRPC in early 2025.

HSRPC recommended that the BOS move forward with the loan agreement with a revision to the next evaluation date to early 2025, clarification that the maps shall not be moved to another location not authorized by the County, and an addendum with an inventory control log; protocol for transfer and return of maps; technical guidelines for digitization and preservation process; asset access, permission and uses; and special conservation statement for NPS to follow process for tribal resource consultation and display.

b. **Historic Design Review Application No. 2024-115: Recommendation to the Planning Director on Signage located at 5040 Highway 140, (APN 013-181-015); Daniel Fournier, Applicant.**

Hughes presented the project.

Signage meets standards of the Historic Design Review Overlay. No new lighting. Project proposes to use existing lighting.

Phillips stated that the proposed signage has already been installed for 5 or 6 weeks prior to review by HSRPC.

By a unanimous vote, the HSRPC approved a motion by Goger with a second by Phillips to recommend that the Planning Director approve the application as presented.

5. Committee Business

a. **Introduction and Discussion on National Endowment for the Arts Our Town Grant for Historic Preservation in the Present Tense**

Pivak presented the memo in the packet. The item will go for approval before the Board of Supervisors on December 3rd. The project will include engagement through the creation of an ad-hoc committee with members from HSRPC and the Creative Placemaking Strategy Advisory Committee and a contract with a historic preservationist.

b. **Discussion and Potential Direction to Update HSRPC Bylaws**

- Potential Action to Include Commission Yearly Training Requirement, Clarify Commissioner Interest Group Representation, and Community Engagement Component for Compliance with Certified Local Government Requirements.

Pivak presented the potential edits to the HRPC bylaws to comply with Certified Local Government (CLG) requirements.

Pivak stated that the only change to the HSRPC purpose is adding review authority within the California Environmental Quality Act process. Danielle Bondshu commented that the change in purpose of committee needs to be brought before BOS before any formal changes to the bylaws.

Background work for CLG eligibility is currently being done by staff. Letha Goger stated that she advises the committee to join the CLG.

Staff will return with edits after consulting with County Counsel.

c. **Update and Potential Direction on Next Steps to Address Exterior Modifications within the Historic Design Review District without HSRPC Review and Approval**

No update. Item to be continued at next meeting once the Planning Director meets with the Chamber of Commerce to discuss potential engagement for business owners regarding Historic Design Review Overlay requirements.

d. **HSRPC Project Updates:**

I. Mariposa County Historical Digitization Project

- Discussion and Potential Direction to Approve Recommendation to the Board of Supervisors for Protection and Preservation of Mariposa County's Documentary Heritage

  The ad-hoc committee for records preservation presented their recommendations from the agenda packet. Goger gave background information on her trip to the Sonoma County archives that informed some of the recommendations. The recommendations include a value statement and written proposal for records preservation.

  HSRPC provided their consensus for staff to move forward to present the recommendations to the Board of Supervisors for their direction.

II. Gold Rush Design Review Guidelines

Pivak stated that the National Endowment for the Arts Our Town Grant Agreement/budget action will be presented to the Board of Supervisors for approval on December 3rd.

III. Certified Local Government (CLG)

No update.

IV. HSRPC Work Plan

Pivak stated that the work plan will be presented to the Board of Supervisors for direction on November 12th.

V. Historic Resource Inventory Database

No update.

6. Informational Items

None.

7. Future Agenda Items

HSRPC directed staff to include the following items on the agenda for the next meeting:

1. Discussion regarding signage within the Historic Design Review Overlay of the Mariposa Town Planning Area.
2. Discussion and Potential Direction to Update HSRPC Bylaws

8. Adjournment

There being no further business, the meeting of the HSRPC was adjourned by Chair Jacob Hawley at 11:53 a.m.

Submitted by,
Richard Westfall and Polina Pivak
Secretary HSPRC

Mariposa County

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Mariposa County Minutes of the Code Compliance Advisory Committee

FINAL MINUTES OF THE CODE COMPLIANCE ADVISORY COMMITTEE

November 8, 2024 (Approved 2/14/25)

Time: 2:00 P.M.

Location: Government Center Upper Floor
Board of Supervisors Chambers
5100 Bullion Street, Mariposa

A. Call to Order and Roll Call

Rob Fox, Chair, opened the meeting at 2:00 p.m. and announced there was a quorum.

Members Present: Robert Fox, Ken Melton, Floyd Davis, Kris Casto, Gabe Edwards
Public Present: Madison Kirkpatrick (Mariposa Gazette)
Members Excused: Colleen Rhodes
County Staff Present: Steve Engfer (Planning Director), Sophea Craighead (Planning), Elija Banda (Planning) Bart Conner (Code Compliance), District 5 Supervisor Miles Menetrey, Danielle Bondshu (Clerk of the Board)

B. Public Comment on Non-Agenda Items

For items within the jurisdiction of the Code Compliance Advisory Committee and not on today's agenda. No action will be taken on non-agenda items.

Floyd Davis (New CCAC Member), shared a book written by Jim Wassner, who wrote about the code enforcement process and provided the committee with a handout.

Fox welcomed new committee member, Floyd Davis.

Because roll call was not completed, Planning Director, Steve Engfer, introduced County staff who were present.

District 5 Supervisor, Miles Menetrey informed the committee that at the Board of Supervisors November 12, 2024 meeting, Supervisor Smallcombe and Poe will be discussing the CCAC and encouraged the members to attend.

C. Approval of Minutes

1. **Review and Approve Minutes from August 9, 2024 meeting**
2. **Review and Approve Minutes from September 13, 2024 Meeting.**

A discussion occurred regarding the August 9, 2024 minutes that was tabled at the September 13, 2024, meeting. Edwards made a motion to table the minutes then withdrew his motion.

Edwards made a new motion to table the August 9, 2024 and September 13, 2024 minutes to the next meeting.

By motion of Gabe, seconded by Casto, the Code Compliance Advisory Committee approved to table the draft minutes of August 9, 2024 and September 13, 2024 to the next meeting. 5 Ayes, 0 nays, 1 excused (Colleen Rhodes), 1 abstained (Floyd Davis).

D. Staff Updates

1. County Online Permitting and Compliance Software System (Tyler project) Beta testing and "go live" date – December 9, 2024

Engfer provided an update regarding the County Online Permitting and Compliance Software System (Tyler Project) that will go live December 9, 2024 and provided a brief explanation as to why the go live date was extended.

Edwards asked if there was a fall back process? Engfer explained that Development Services will continue using the current hard copy submittal acceptance process system.

Edwards asked if there was a reduction to the over the counter permit fees due to utilizing the Tyler Software, and if there has been a reduction to fees and the permitting requirements for non-residential buildings not for human habitation?

Engfer explained that there has been conversations on reduction of fees, categorization of building types for permits issued over the counter, and noted that the Interim Building Director is looking into fee reductions. Then he explained that the fee schedule was approved by the Board of Supervisors and emphasized that if there were any changes to the fee schedule it would need to be approved by the Board.

Edwards requested that staff provide a copy of the Board approved fee schedule.

A discussion continued regarding the permit process and fees. Engfer explained the different type of permits that are issued over the counter, and briefly touched on the number of building inspections required based on permit type. He then reminded the committee that this item was to provide an update on the Tyler Software and that fees are included in the software.

2. Development Code Update – Staff Presentation (See Attachment)

Engfer provided the following updates from the Development Code Update:

- The overview of the Development Code Update process and explained the intent of the workshop was to receive the community's feedback.
- The workshop scheduled with an emphasis on the Mariposa Town Workshop on November 18, 2024 at 6 p.m. in the Chambers room.
- An overview of the proposed amendments to Title 16 & Title 17, Article 1 through 9.

Melton stated that the General Plan should be completed prior to the Development Code Update. Engfer explained that the county currently has an existing General Plan that will be updated in 2025 due in 2026, a requirement by State Law, and encouraged the committee to attend the Planning Commission meetings.

3. Code Case Update

Planning Staff, Bart Conner (Code Compliance Technician) provided the CCAC with the following code case updates:

- Out of 124 cases, they have closed 80, and sent out 200 letters with an 85% return rate and noted that the public is working with the Code Compliance Department to rectify their issues. Additionally, Conner will be addressing the unresponsive cases.

- Out of 37 marijuana cases,12 are closed, and noted that 3 will be closed shortly.

Conner briefly explained what the closed cases consisted of and briefly spoke about the cooperation that he has received for the marijuana closed cases.

Conner provided the current status of the Lake Don Pedro 5th wheel case.

Conner expressed that he is familiar with the Abandoned Vehicle Abatement Program (AVA) from his previous law enforcement experience with Stanislaus County. He participated in two abatement programs, and noted that the county received a dollar for every vehicle registered with the county that provided funding for the AVA Program that was used for towing for private and public property.

Edwards directed staff to include the published minutes from previous CCAC meetings; where the AVA Program was discussed in the minute packet.

Also, Edwards requested to include previous reports on case numbers that were broken down by case type to the minute packet. He felt it was important to have the information to confirm how many cases have been completed since the formation of the CCAC.

Conner suggested that the county needed an administrative hearing process (civil board) consisted of citizens to address unresolved code compliance cases.

4. Abandoned Vehicle Abatement Program Recommendation update.

A discussion occurred on this item during Item D.3. Code Case Update.

5. Over the Counter Permit Process Update

A discussion occurred on this item during item D.1. County Online Permitting and Compliance Software System.

E. Discussion and Possible Action

1. Discussion and possible action regarding the Board of Supervisors Direction on the Code Compliance Program: Steps 2-4, Review and discussion for implementation, including relationship to the Development Code Update Project, Online Permitting and Compliance (Tyler Project), and Development Services – Consolidation. (See Attachment)

Due to time constraint, Engfer quickly provided the CCA with a recap of the timeline for the code compliance program since being directed by the Board of Supervisors in May 2024. Then Engfer introduced Step 2 – Revision to Code Compliance Policy, Procedures, and Correspondence. He highlighted that Item 1.a regarding Mariposa County Code Title 17.144 and Item 1.b. creating a policy manual for county staff on receipt confirmation, handling, reporting document and correspondence related to all code compliance functions in Mariposa County will be moving forward to the Planning Commission December 6, 2024 meeting for consideration to the Development Code Update.

Engfer proceeded to present step 3 and step 4 to the CCAC and noted that the 4 steps will be presented to the Board on November 12, 2024.

Also, Engfer shared that the Development Services consolidation is underway and any changes regarding authority will be reflected in the Code Compliance Program at the Planning Commission level.

Edwards expressed his understanding and provided a recap of Engfer's presentation, but questioned if Engfer felt confident in representing the CCAC with the formal changes that's been implemented from the CCAC's meetings. Engfer noted that the Board and the public deserved an update. Also, he viewed this as an opportunity to memorialize the efforts of the CCAC and that he felt confident representing the CCAC.

Engfer asked the CCAC for the recommendation to move forwarded with steps 2-4.

Casto would like to go over step 3 – regarding the term used in this section as "bad actors" that should be replaced with "blight". She explained that the CCAC should be more specific. Edwards concurred with Casto.

Engfer reminded the committee that this is not a definite defining document but a document created from many conversations and information gathering that created a

set of program recommendations for the Code Compliance Program that will be set forth in the Development Code Update.

Melton requested that staff include step 2 – 4 on the next agenda.

F. Future Agenda Items

- Health, life, safety pertaining to building codes
- Include previous CCAC minutes regarding the AVA Program to the minute packet which was discussed in Item D.3
- Previous reports for case number that was broken down by case type to the minute packet which was discussed in Item D.3
- Code Compliance Program – Step 2 - 4

G. Adjournment

By motion of Edwards, seconded by Melton, the Code Compliance Advisory Committee meeting adjourned at 4:10 p.m. 5 ayes, 0 nays, 1 excused (Colleen Rhode), 0 abstained. Motion passed.

Minutes prepared and submitted by Sophea Craighead, acting secretary for the CCAC.

Mariposa County

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GARY FRANCISCO	**CHAIR**
HEATHER HUPPE	**VICE-**
ADAM FERGUSON	**CHAIR**
CAROLINE McGRATH	**MEMBER**
CANDY O'DONEL-BROWNE	**MEMBER**
EILEEN COLLINS	**MEMBER**
CHARLES LAMMERS	**MEMBER**
ANGELA HEISS	**MEMBER**
NANCY PARKE	**MEMBER**
	MEMBER

FINAL MINUTES OF THE MIDPINES PLANNING ADVISORY COMMITTEE

NOVEMBER 13th, 2024

A. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Vice Chair Huppe at 6:03 PM.
Present: Heather Huppe, Nancy Parke, Charles Lammers, Rosemarie Smallcombe (Supervisor), Art Baggett (Planning Commissioner), Angela Heiss, Candy O'Donel-Browne, Caroline McGrath (arrived @ 6:08 PM)
Excused: Eileen Collins, Adam Ferguson, Gary Francisco
Staff: Polina Pivak, Steve Engfer
Guest: Erin Hazelwood

B. Approval of Minutes

1. September 11th, 2024

   By a unanimous vote, the MPAC approved a motion by Heiss, with a second by O'Donel-Browne, to accept the minutes as presented with one (1) abstention by Huppe.

C. Public Comment on Non-Agenda Items

Guest, Erin Hazelwood, stated that they were in support of the construction of additional recreational facilities for wheeled activities in the Midpines community.

Huppe gave news to MPAC that Francisco's wife has recently passed away and recommended that they sign a sympathy card to give to him and asked for any other suggestions from the MPAC on ways to support Francisco. Smallcombe offered to pick up some flowers and deliver the card to Francisco.

D. Committee Business

1. Discussion and Potential Action to Adjust MPAC Meeting Frequency and/or Committee Structure.

Huppe introduced the item and stated that the decision to meet less frequently would also be contingent on progress on adopting the Midpines Community Plan ("plan").

Engfer stated that the plan was sent out for tribal consultation, which will be completed in December. The plan will be published for the formal public review period shortly after. Engfer stated MPAC participation in the Planning Commission and Board of Supervisors public hearings will be appreciated. Engfer explained the difference between the Native American Heritage Commission consultation and the California Environmental Quality Act public review period.

Huppe explained that the purpose of the MPAC would be completed with the adoption of the plan. Rosemarie stated that other County advisory committees are similar to MPAC that meet primarily to discuss community updates, but take little action. There are 55 boards and committees that serve a County population of about 17,000. This takes up a lot of staff time. Rosemarie explained that the same discussions can happen with regular community meetings led by the district Supervisor and Planning Commissioner, without requiring additional staff time or quorum. The El Portal Town Planning Area Advisory Committee has already transitioned to community meetings rather than committee meetings.

O'Donel-Browne stated that there may be more community participation by removing the formality of the MPAC and by bringing snacks!

Smallcombe added that currently there is little flexibility in the agenda or meetings to discuss important issues in order to comply with the Brown Act.

Heiss stated that there needs to be a balance of informality with some structure or facilitation if MPAC moves to community meetings to ensure the effectiveness of group discussions.

Lammers recommended keeping the MPAC as is with the agenda and quorum requirements, but removing the "planning" nomenclature in the MPAC meeting name and adjusting the structure. Lammers added that MPAC should meet next in January to continue this discussion once there has been more progress on the plan.

O'Donel-Browne provided history on the "Midpines Boosters" who were a similar community group that was created prior to MPAC and had a more informal structure. Lammers agreed with the transition, but reiterated the need for keeping regular meetings, structure, and agendas. There is a lot of valuable information that is discussed at MPAC meetings.

Engfer stated that a non-Board appointed committee is a more nimble structure but would remain effective in community engagement.

Heiss stated that Midpines is different from El Portal because there is less of a sense of community. There may not be additional participation by lessening the formality of MPAC.

Smallcombe explained that the topics of conversation is what brings people to community meetings. Flexibility in meeting structure can allow for more flexibility in meeting topics.

Heiss recommended that the MPAC meet in January to discuss progress on the plan and then meet quarterly as a group with a different structure.

Parke recommended publishing the meeting topics to encourage public participation. Huppe stated that the new group can grow with regular meetings and invitations. Lammers stated that having a "town list" of emails will be important for future communications and for obtaining Firewise recognition.

Huppe recommended continuing the discussion in January. Lammers agreed and stated that more time is needed to consider the structure of future meetings. Heiss stated that changing the meeting location and being able to have dinner will draw people and make meetings more pleasant.

Engfer reiterated that MPAC does not necessarily need to meet to continue to work on the plan, but can participate in the public hearing process.

Huppe recommended meeting at the Bug on January 8th with the new informal structure as a community meeting. MPAC did not obtained consensus or made a decision to adopt informal meeting structure.

E. Updates and Activity Reports

1. Community Plan Draft Update
   See Item D.1. discussion.

2. Muir Lodge Site Update
   Smallcombe provided an update from Corrina Miranda and Steve Ward. Asbestos are a concern, therefore burning the remaining structures on the property is not the best option. The property owner needs to take legal action to remove the squatters on the property.

   McGrath stated that someone has been trying to buy the property, but the property owner is unwilling to sell.

3. Oak Fire – Update, Evacuation Routes, and Lessons Learned
   Smallcombe followed up with Sheriff Briese who signed an agreement with the National Park Service on August 29th, 2024 to cross -deputize law enforcement within the Park and the County. There is ongoing discussion between the Sheriff's Office and Yosemite National Park. Huppe requested an update on whether there is

a plan for shutting down Highway 140 in the case of future disasters.

4. KOA/Terrramor Update
   No update except that there is some ongoing vegetation management on the property.

5. Whispering Pines/Bear Creek Cabins Update
   No update.

6. Oak Road Bridge Project Update
   Contacts are being obtained to request easements for this project in addition to research on property lines in this area.

7. CALTRANS Project/Study Update
   Smallcombe followed up with Caltrans regarding the study, which currently undergoing agency review. The Ferguson Project is unlikely to be voted on for funding before January.
   Lammers brought up the issue of striping near the Bug. Smallcombe asked for a picture to send to Caltrans. Lammers requested signage to show visitors that there are restrooms at the Midpines Community Park.

8. Planning Commissioner Update
   Baggett provided an update on the Development Code update project, including the engagement schedule. Baggett gave an update on other recent actions to improve the housing crisis, such as allowing park-model RVs for residency, extending emergency use of trailers, and keeping the secondary residence provision.

   There are upcoming discussions on code compliance, setbacks, lighting standards, subdivisions, and more.

9. Supervisor Update
   See Items E.2, E.3, E.6, E.7 discussion. Smallcombe added that the Board of Supervisors (BOS) formally transition to the “strong CAO” model. The next step would be to consolidate the Building Department, Planning Department, and Environmental Health Division into Development Services. Joe Lynch will be bringing an item to the BOS for a new position to manage Development Services. The step after would likely to be to create a centralized purchasing function.

F. Future Agenda Items

There is no future formal meeting scheduled, however the MPAC would like to continue to discuss recreation planning for Midpines and the meeting structure.

G. Adjournment

There being no further business, the meeting of MPAC was adjourned by Vice Chair Huppe at 7:54 PM.

Respectfully Submitted By,
Polina Pivak, Housing and Community Development Specialist

Mariposa County

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PLANNING DEPARTMENT

AVA BURNS	**CHAIR**
JACKIE BAXTON	**MEMBER**
CARA GOGER	**MEMBER**
KIM BRISACK	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE McCRORY	**MEMBER**
ABBY MILLER	**MEMBER**
JEANETTA PHILLIPS	**MEMBER**
ERICA WOLFSEN	**MEMBER**

FINAL MINUTES OF THE **CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE**

November 18, 2024

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Creative Placemaking Strategy Advisory Committee (CPSAC) was called to order by Chair Burns at 12:02 PM.

Present: Ava Burns, Jeanetta Phillips, Erica Wolfsen, June McCrory, Cara Goger, Gail Dreifus, Xav Dubois, Abby Miller

Excused: Kim Brisack, Jackie Baxton

Staff: Polina Pivak, Hannah Harrison, Elijah Bandas

Guests: None

2. Approval of Minutes

a. Meeting of October 21, 2024

By a unanimous vote, the present CPSAC approved a motion by Dreifus and a second by Wolfsen to approve the minutes as presented, with an abstention from Dubois and Miller.

3. Public Comment on Non-Agenda Items

No Public Comment

4. Project Updates:

a. *Working Lands, Working Artists* Project

Harrison indicated there are no updates at present as the project partners are still waiting on a final question re:Wolfsen's project and the timeline of a shed rebuilding in Coulterville Park from Public Works.

b. *Historic Preservation in the Present Tense* Project

Harrison shared that this will be a standing item on the agenda, but there are no updates for this meeting, other than an item going to the Board of Supervisors on December 3rd for introduction of the grant project to the public and for adoption.

5. Discussion and Potential Direction:

a. Create an Ad-Hoc Committee to Establish a Map and/or Online Resource for Public Art Projects in the County

Harrison confirmed that once the purpose of the ad hoc committee is established, it must be one less of quorum (which is six) meaning that the ad-hoc committee must be up to five, but there is no limit as to how few. Harrison provided an example of what the county has done to create a story map for historical sites throughout the County, indicating that the Ad Hoc would be creating something similar by working with GIS and county staff to create something like this and possibly also a paper map. Harrison indicated that the County could create something like this (the virtual version) fairly easily. Ad hoc would bring their ideas back to the committee at the next meeting for committee input. This could include any public art projects, not just County funded ones.

Burns, Dubois, McCrory and Wolfsen volunteered to be on the committee.

Motion made by Miller and seconded by Wolfsen to create the Ad Hoc. Unanimously approved by committee.

Burns will send an email to get the first meeting scheduled. Wolfsen would like to reach out to Jonathan Farrington at the Visitor's Center for assistance with this, especially regarding paper maps.

6. Presentation:

a. Mariposa County Arts Council's Artist in Residency Program and Planning for the Mariposa Creek Parkway

Goger provided a summary of the Arts in Parks Residency Program Planning Grant. This is a State Park funded program for art planning projects and art implementation projects attached to County Parks. The Planning Grant would be attached to the restoration work happening along the Mariposa Creek Parkway, inviting artists into the space in a more intentional way to create work connected to that space. The Planning Grant has been received, and now the program needs to be created. Step one is to involve the community in the process to see what they would like. It remains to be determined if the residency program will bring in outside artists, work with local artists, or a combination of the two. There are questions as to whether the artists would leave a piece of artwork, create an experience, etc. This will be determined with community input. There are multiple years of funding to support the planning of the program, with the likelihood to get additional funding for implementation of the program.

The Arts Council would like to have this as a standing agenda item to dedicate some committee time as this process continues and as this program is recommended in the Creative Placemaking Strategy which CPSAC implements. This type of art can include any of the sanctioned art forms, including music, poetry, visual arts, etc. There can be multiple residencies throughout the year, with the requirement that at least one of them annually be reserved for an indigenous art residency.

McCrory expressed enthusiasm for the project and willingness to offer support.

Miller suggested gathering input from attendees of the artist lecture series at the library which will be resuming in January.

7. Future Agenda Items

Dubois offered to send CPSAC 2018 notes, including a list of public art, as a starting point for the Ad Hoc Committee to discuss map creation.

Dubois requested to have a future agenda item to look at the Frost Shop lot.

Goger made an announcement related to the Mariposa Creek Parkway Artist-In-Residency program, which is an invitation to a premier of a documentary related to the Mariposa Creek restoration. The film is titled *Wakalete: Our*

Creek - Restoring Land, Healing Community (the title is still in progress). This premier is anticipated to occur sometime in February.

Staff will add approval of 2025 meeting dates to the next meeting's agenda.

Burns noted that the 5th and 6th grade students from MES will be planning a field trip to the Mariposa Creek Parkway in April. Students will have an opportunity to do traditional crafts creek side during this event.

Announcement from Planning – there is a development planning meeting from 6 to 8 p.m. in the Board of Supervisors chambers tonight.

8. Adjournment

There being no further business, Chair Burns adjourned the CPSAC meeting at 12:35 PM.

Respectfully Submitted by,

Abby Miller, Secretary

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The Planning Department

FINAL MINUTES OF THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

NOVEMBER 18th, 2024 (Approved 12/09/24)

TIME: 10:00 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley at 10:01 A.M.

Commission members in attendance: Jacob Hawley, Jeanetta Phillips, Letha Goger, Jazzmyn Gegere, Clay River
Excused: Kathleen Leavitt, Richard Westfall
Planning Staff: Polina Pivak, Elijah Banda, Sophea Craighead

2. Approval of Minutes

a. **October 21st, 2024 Meeting**

Pivak informed the commission that the draft minutes for October 21, 2024, HSRPC meeting will be available at the next meeting due to the extra time needed to review and complete the draft; therefore, staff recommended the minutes be tabled to the next meeting.

With a motion by Phillips, seconded by River, the Commission approved to table the draft minutes of October 21, 2024 to HSRPC December 9, 2024 meeting. Motion passed unanimously. 5 ayes, 0 nays, 0 abstained, 2 excused (Leavitt & Westfall).

3. Public Comment on Non-Agenda Items

There was no public comment received.

4. Review and Recommend for Action

None.

5. Committee Business

a. **Discussion and Potential Direction to Update HSRPC Bylaws for Compliance with Certified Local Government Requirements**

Pivak provided an update regarding the minor language amendments that were made to the by-laws provisions and explained that the adopted by-laws also required the approval of code changes by the Board of Supervisors by ordinance. She explained that the HSRPC was created by the Mariposa County Code Section 2.90 (established the HSRPC, membership, officers, and duties and responsibilities) and that the commission does not have any by-laws which are required for compliance with Certified Local Government Requirements.

A discussion occurred with Gegere recommending changing the word "committee" to "commission" throughout the by-laws.

Under Article 2, Membership and Term of Office, Section A, Goger expressed her concerns regarding the current membership requirements as they do not have members representing a few of the approved categories and suggested that it would be beneficial for the HSRPC if membership requirements were to include a member from each town planning area. A discussion ensued and the commission concurred with the revision suggested by Pivak, to include the word "encourage" instead of "required" for membership requirements from the approved categories.

Under Article 2, Membership and Term of Office, Section C, Goger asked for clarification regarding absences and emphasized that this is an issue. Hawley agreed with Goger and noted that he would like the commission to understand the importance of attendance. Pivak explained that this section is part of the ordinance in Resolution 2023-624. The commission has concurred to modify the current staff and commission procedure regarding attendance as no revision will be made to Section C.

Under Article 2, Membership and Term of Office, Section D, requiring the commission to attend one information or educational on-site meeting, seminar, or workshop per year that's provided by staff or designee that pertains directly to the work and functions of the commission. Goger asked for clarification to the word "on-site". Pivak explained that the word "on-site" is required, per Council, and that staff will provide the training.

Goger directed that staff make the revision to the HSRPC by-laws and bring it back to the commission.

b. **Update and Potential Direction on Next Steps to Address Exterior Modifications within the Historic Design Review District without HSRPC Review and Approval**

Pivak noted that the Planning Director was unable to get this item on the Chamber's Agenda for the November meeting and advised that he is open to HSRPC direction for the Chamber's December meeting. Hawley stated that the Chamber's meeting isn't the only outlet to reach the public, but that community engagement should be looked into so the public is aware of what the qualifications are regarding the Historic Design Review Application, especially the contractors. Pivak noted that the contractors are not the issue; it's the applicants. She explained that the contractors provide the applicants with suggestions to meet the requirements, but the applicants refuse to comply.

A discussion occurred regarding an outreach program for the public and business owners who reside or do business in the historic design district. Pivak encouraged the commission to read the Development Code Update, Article 9 regarding Code Compliance. After discussion, the commission agreed that at the first meeting in January 2025, the HSRPC will discuss the language provided by Pivak for their flyer that will be shared with the public through different channels, and Goger will provide an example of a simple but uplifting process plan.

c. **HSRPC Project Updates:**

I. Records Preservation Program

Pivak provided an update from the Board of Supervisor's November 12th meeting and that she will bring back to the Board for final approval at the December 3, 2024 meeting.

II. Gold Rush Design Review Guidelines/National Endowment for the Arts Our Town Grant

Pivak noted that the grant will be going to the Board of Supervisor's December 3, 2024 meeting, and encouraged the commission to attend the meeting.

III. Certified Local Government (CLG)

Pivak provided an update that she is still doing background work recommended by the commission and will bring back to the commission when each section is ready for review.

IV. HSRPC Work Plan

Pivak noted that this is a working document and advised that if the commission would like to add anything to the plan to please inform staff.

V. Historic Resource Inventory Database

Pivak stated that she does not have an update on the Historic Resource Inventory Database at this time.

6. Informational Items

Pivak noted that the Development Code Workshop is being held in the Board of Supervisors Chamber Room from 6 pm to 8 pm, November 18, 2024, and encouraged the commission to attend.

7. Future Agenda Items

1. The revised HSRPC By-Laws
2. The Gold Rush Design Review Guidelines/National Endowment for the Arts Our Town Grant
3. Certified Local Government
4. HSRPC Work Plan
5. The Museum and County agreement regarding the vault.

8. Adjournment

There being no further business, the meeting of the HSRPC was adjourned by Chair Jacob Hawley at 11:14 A.M.

Respectfully Submitted by Sophea Craighead, Acting Secretary for Historic Site & Records Preservation Commission.

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The Planning Department

FINAL MINUTES OF THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

December 9, 2024 (Approved 01/13/25)

TIME: 10:00 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley at 10 A.M.

Commission members in attendance: Jacob Hawley, Jeanetta Phillips, Letha Goger, Jazzmyn Gegere, Kathleen Leavitt, Richard Westfall
Excused: Clay River
Planning Staff: Polina Pivak

2. Public Comment on Non-Agenda Items

There was no public comment.

3. Approval of Minutes

a. **October 21st, 2024 Meeting**

With a motion by Jeanetta Phillips, second by Jazzmyn Gegere, the Commission approved the draft minutes of October 21, 2024, with a spelling correction. Motion passed with 5 ayes, 0 nays, 1 abstained, 1 excused.

b. **November 18th, 2024 Meeting**

With a motion by Jazzmyn Gegere, second by Letha Goger, the Commission approved the draft minutes of October 21, 2024, as presented. Motion passed unanimously. 4 ayes, 0 nays, 2 abstained, 1 excused.

4. Review and Recommend for Action

a. Recommendation to the Planning Director on Historic Design Review Application No. 2024-124 for new fencing located at 4986 7th Street, (APN 013-154-008); Lisa Steele, applicant.

With a motion by Kathleen Leavitt, second by Jeanetta Phillips, the Commission approved the Historic Design Review Application No. 2024-124 for new fencing located at 4986 7th Street, APN: 013-154-008 as presented. Motion passed unanimously. 6 ayes, 0 nays, 0 abstained, 1 excused.

5. Committee Business

a. **Discussion and Potential Direction to Update HSRPC Bylaws for Compliance with Certified Local Government Requirements**

Continued discussion: Polina Pivak removed duplicate sentences. Letha Goger suggested we move forward to allow progress. Jeanetta Phillips stated that the commission has not voted to be a Certified Local Government.

Commission directed Polina Pivak to move forward with preparing the necessary documents and Board of Supervisors item for HSRPC Bylaws amendments.

b. **Action to Approve Proposed HSRPC Meeting Dates for 2025**

With a motion by Jeanetta Phillips, second by Letha Goger, the Commission approved the 2025 HSRPC meeting dates presented. Motion passed unanimously. 6 ayes, 0 nays, 0 abstained, 1 excused.

c. **HSRPC Project Updates:**

I. Records Preservation Program

Polina Pivak stated that the Board of Supervisors approved the records preservation recommendations prepared by the HSRPC. The Library, Assessor, County Clerk, County Recorder, and Museum will meet to discuss record keeping, records locations and future procedures. Staff will coordinate the meeting date and provide the commission with the date and time.

II. Gold Rush Design Review Guidelines/National Endowment for the Arts Our Town Grant

Discussion and Action to Form Ad-Hoc Committee with Creative Placemaking Advisory Committee (CPSAC) to work with Planning Staff on Grant Deliverables.

With a motion by Letha Goger, second by Jeanetta Phillips, the Commission approved to form an Ad-Hoc Committee with Creative Placemaking Advisory Committee to participate in the National Endowment for the Arts Our Town Grant. Motion passed unanimously. 7 ayes, 0 nays, 0 abstained, 0 excused.

Selection of ad-hoc members is pending confirmation of the maximum number of commissioners allowed on the ad-hoc and consensus on the selection process due to a lot of interest by the HSRPC.

III. Certified Local Government (CLG)
Staff will continue to work on the project and will bring back to the Commission when ready.

IV. HSRPC Work Plan
The HSRPC Work Plan was approved by the Board of Supervisors.

V. Historic Resource Inventory Database
Letha Goger asked if recommendations can be made and how to make the suggested changes. Polina Pivak stated that recommendations be given to her directly for review.

6. Informational Items: None.

7. Future Agenda Items:

Jeanetta Phillips suggested we continue the discussion on the sign issues in town. Letha asked if there are any other organizations that we can work with on sign issues, like the Chamber of Commerce. Polina Pivak said it would be added to the January agenda and that staff would prepare outreach material in advance.

Jazzmyn Gegere would like to have a standing update on the Assessor's map digitization project. Letha Goger suggested that the HSRPC review the final loan document.

8. Adjournment

There being no further business, the meeting of the HSRPC was adjourned by Chair Jacob Hawley at 10:37 A.M.

Respectfully Submitted by Richard Westfall, Secretary for the Historic Site & Records Preservation Commission.

Mariposa County

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Mariposa County MINUTES of the Code Compliance Advisory Committee

ROB FOX	**CHAIR**
GABRIEL EDWARDS	**VICE-CHAIR**
FLOYD DAVIS	**MEMBER**
CL RHODES	**MEMBER**
KRIS CASTO	**MEMBER**
KEN MELTON	**MEMBER**

FINAL MINUTES OF THE CODE COMPLIANCE ADVISORY COMMITTEE SPECIAL MEETING

December 20, 2024

(Approved as Amended- 02/14/25)

Time: 2:00 P.M.

Location: Government Center Upper Floor
Board of Supervisors Chambers
5100 Bullion Street, Mariposa

A. Call to Order and Roll Call

Rob Fox, Chair, opened the meeting at 2:00 p.m. and announced there was a quorum.

Members Present: Robert Fox, Ken Melton, Gabe Edwards, Colleen Rhodes, and Floyd Davis
Members Excused: Kris Casto
County Staff Present: Sophea Craighead (Planning), Bart Conner (Code Compliance), District 5 Supervisor Miles Menetrey, Danielle Bondshu (Clerk of the Board)

B. Public Comment on Non-Agenda Items

For items within the jurisdiction of the Code Compliance Advisory Committee and not on today's agenda. No action will be taken on non-agenda items.

There was no public comment received.

C. Approval of Minutes

1. **Review and Approve Minutes from August 9, 2024 Meeting – (Tabled from September 13, 2024 Meeting)**

By motion of Rhodes, seconded by Edwards, the Code Compliance Advisory Committee approved the draft minutes of August 9, 2024 as presented. 5 Ayes, 0 nays, 1 excused (Kris Casto),0 abstained.

2. **Review and Approve Minutes from September 13, 2024**

Meeting - (Tabled from November 8, 2024 Meeting)

By motion of Rhodes, seconded by Edwards, the Code Compliance Advisory Committee approved to table the draft minutes of September 13, 2024 to the next meeting. 5 Ayes, 0 nays, 1 excused (Kris Casto), 0 abstained).

3. Review and Approve Minutes from November 8, 2024 Meeting

By motion of Edwards, seconded by Melton, the Code Compliance Advisory Committee tabled the draft minutes of November 8, 2024 as. 5 Ayes, 0 nays, 1 excused (Kris Casto), 1 abstained (Colleen Rhodes).

D. Discussion and Possible Action

1. Discussion and Action for New 2025 CCAC Meeting Schedule

By motion of Rhodes, seconded by Edwards, the Code Compliance Advisory Committee approved the 2025 CCAC Meeting Schedule as presented. 5 Ayes, 0 nays, 1 excused (Kris Casto), 0 abstained.

2. Discussion and possible action regarding Code Compliance / Enforcement Title 17 to bring forth to the Planning Commission for the Development Code Update

Fox provided a summary regarding the Planning Commission December 6, 2024 meeting (CCAC members in attendance) and noted that the committee's goal was to discuss the Development Code Update Chapter 17.144 on Enforcement to bring forth to the joint Planning Commission meeting on January 10, 2025.

Rhodes noted that the language in Chapter 17.144 was not the language the Planning Commission proposed to adopt and highlighted that the CCAC had been reviewing Title 15 and Title 17 codes since November 2021, and Title 8 (Abandon Vehicle Abatement). Then stated that the enforcement section needed an update as it was written 23 years ago.

Rhodes elaborated on the below concepts that were brought forth at the Board of Supervisor and CCAC joint meeting from September 18, 2023, stating that this was their starting point in preparation for the joint meeting with the Planning Commission:

1. Title 1 – Prosecution with misdemeanor or infraction
2. Title 8 – Abandon Vehicle Abatement Program
3. Title 15 – Building - Amnesty Program
4. Title 17 – Code Enforcement

Rhodes recommended that the CCAC consider the Government Section 245845 that currently does not exist in county code. She then suggested creating a process for the Administrative Abatement Program with a free Hearing Appeal Process to present to the Planning Commission.

The committee concurred with Rhodes.

A discussion occurred regarding the county not adopting the necessary codes to allow property owners with a violation on their primary residence to build an Accessory Dwelling Units (ADUs) that has been approved by state law assembly bill 2533 (County must inform the public that property owners cannot be penalized for unpermitted ADUs built prior to January 1, 2020).

Edwards noted that a paragraph in section 17.144.040 (Unabated Code Violations) was in violation of the state law and questioned why 17.144 can't be removed from Title 17. He also spoke about eliminating fines and asked Code Compliance Technician, Bart Conner to provide the committee with the case logs by type of violations.

After discussion, by consensus of the CCAC, the following direction and recommendations were given.

DIRECTION: CCAC recommends that 17.144 of County Code be stricken and recommends the adoption of Government Code Section 25845. Staff is to develop a hearing process pursuant to Government Code Section 27720. CCAC further recommends in the adoption of a hearing process that the initial hearing be without charge prior to any abatement action, except in the situation that require summary abatement with the addition of a hearing post abatement for those that require summary abatement.

E. Future Agenda Items

1. Election of Officers for 2025 in accordance with CCAC bylaws: Chairperson, Vice Chair, and Secretary.
2. Abandoned Vehicle Abatement Program Recommendation update.
3. Over the Counter Permit Process Update.
4. Code Compliance Program – Steps 2-4.

G. Adjournment

By Motion of Davis, seconded by Rhodes, the Code Compliance Advisory Committee meeting adjourned at 4:10 p.m. 5 ayes, 0 nays, 1 excused (Kris Castro), 0 abstained. Motion passed.

Mariposa County

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Mariposa County MINUTES of the Code Compliance Advisory Committee

ROB FOX	**CHAIR**
GABRIEL EDWARDS	**VICE-CHAIR**
FLOYD DAVIS	**MEMBER**
CL RHODES	**MEMBER**
KRIS CASTO	**MEMBER**
KEN MELTON	**MEMBER**

FINAL MINUTES OF THE CODE COMPLIANCE ADVISORY COMMITTEE SPECIAL MEETING

January 10, 2025

(Approved as Amended 02/14/25)

Time: 9:00 A.M.

Location: Government Center Upper Floor
Board of Supervisors Chambers
5100 Bullion Street, Mariposa

A. Call to Order and Roll Call

Chair Rob Fox called the CCAC Special Meeting to order at 10:15 AM.

Members Present: Robert Fox, Ken Melton, Gabe Edwards, Colleen Rhodes, Floyd Davis, and Kris Casto.

B. Recess into the Joint Meeting

Fox called the Code Compliance Advisory Committee to recess to join the Joint Study Session with the Planning Commission at 10:15 AM.

C. Joint Study Session with the Planning Commission

1. **Mariposa County Development Code Update – Draft Zoning Enforcement Article 17.144 and related code provisions, joint Discussion and Possible Action for Recommendation – Planning Commission and Code Compliance Advisory Committee**

Fox opened the item and noted that their goal today was to provide the commission with their recommendations related to the Enforcement Article 17.144. Then introduced CCAC members, Colleen Rhodes and Gabe Edwards to present the CCAC's recommendations.

Rhodes shared that the committee came to an agreement at the December 20, 2024 meeting to provide the commission with an Administrative Abatement Program with a free Appeal Hearing.

Before providing details of the Administrative Abatement Program, Rhodes noted that the CCAC had previously looked at a wide range of solutions to Enforcement issues and that there were remedies that are in code but not being utilized. She shared that the CCAC requested the open code cases from Code Compliance Technician, Bart Conner, and briefly explained the type of cases in Title 15 and Title 17 that were open in the county.

Rhodes then briefly provided background information regarding the Administrative Abatement that included funding from the American Rescue Plan Act (ARPA); however, due to the CCAC's inability to complete the Abatement Program in the allocated time frame funding was disbursed elsewhere.

Rhodes noted that funding needed to be available; however, some administrative abatement cases can be done inexpensively, and used a case from Lake Don Pedro as an example.

Rhodes noted that the county should not recoup for administrative or legal cost but only the cost of the abatement from the property owner. She explained that the county would provide funding to the property owner to remedy the problem, particularly if the property owner is low income and the county would eventually be paid back through other mechanism, i.e.

1. The county could place a special assessment against the property and payments could be collected slowly over time in the same manner as other property taxes.
2. The county could place a lien on the property that could be paid back on a payment plan by the property owner, or when the property transferred title.

Rhodes highlighted that those in violation under Title 17 would be remedied by the abatement itself.

Rhodes stressed the importance of the administrative hearing process and that section 25845 references government code 27720 through 27728. The Board of Supervisors would need to adopt section 25845. She then spoke about the free hearing process for appeals and how that differs from the current code. She explained that the current code required notifying the community to contest whether or not the county should be allowed to abate a nuisance on their property, and expressed that the need to involve the community was unnecessary. The free hearing process does not require a large panel but a hearing officer. In addition, the CCAC recommended that the hearing be done utilizing evidentiary rules that are consistent with the evidentiary rules that are used in court cases; where facts and evidence are recent, and has been confirmed by the Code Compliance Officer. Also, the hearing officer can have the opportunity to make a decision based on reliable evidence.

Furthermore, the CCAC believed that this approach would create fewer problems within the community, less distrust of the process from the community, and an inexpensive process to remedy violations.

The CCAC then asked the Commission if they had any questions and inputs regarding the Administrative Abatement Program.

Commissioner Herman asked if this conflicted with the due process of the Constitution?

Rhodes responded that this followed the due process, and explained the overall process in detail. She noted that the CCAC would like to see the Request for Inspection Letter be eliminated from being the first initial form of contact, as this letter is perceived to create hostility. Instead be replaced with a letter that is non-confrontational listing the specific alleged violation, asking for permission to visit the property, provide information regarding the Amnesty Program and the Appeals Process.

Commissioner McCamman asked if the appeal hearing officer would be appointed by the Board of Supervisors?

Rhodes advised that in government code 27720 through 27728 listed a number of options. A discussion occurred with Rhodes noting that the Code Enforcement Officer would be presenting evidence almost like a prosecutor, and that a lawyer would not be needed for the property owner or for the county, and that County Council cannot be a hearing officer, and suggested that Council review government code 27720 through 27728 for the appellate courts determination set for the County.

Edwards, read government code 27724 that specially states that any county hearing officer shall be an attorney at law, having been admitted to practice for at least five years prior to the appointment.

Edwards noted that this can become a policy within the Title 17, with a reference to another Title that is specifically written out as enforcement with one hearing officer. Then brought to the Planning Commission or taken to Environmental Health because they have their own escalation for hearings if the abatement case failed the hearing officer.

Commissioner Bagget noted that the hearing officer could be a reasonable person from the community with legal background. Perhaps a retired attorney, or rotating community service of retired attorneys.

Significant conversation ensued regarding tools that the county could use to approve building code violation that are within “substantial conformance”. Commissioners wanted flexibility from a building official on minor building code violations of errors.

During discussion, Rhodes noted that the CCAC does not have language for the Administrative Abatement Program with a free Appeals Hearing but directed staff to provide language that the CCAC will enhance further.

Edwards noted that the CCAC’s intent was to present a tiered enforcement concept based on common sense, logic and legal precedent. He then proposed some recommendations. A process for addressing complaints and a process for tiered code

violation enforcement.

The complaint process recommendations offered are that any process follow guidelines for court-admissible processes and Procedures. That the letters sent be non-confrontational certified letters. That if Built With Out Permit (BWOP) code violations can be found within substantial conformance then the requirement for an Engineer or Architect of professional record to approve the building be removed. Remove $145.00 over-the-counter permit fee. Re-engineer website with both Complaint options (Fire, EHS, Building, Zoning, Junk, etc.). and Abatement/Remedy tools/options (fence, cleanup, AVA, Chamber of Commerce, etc.).

Edwards then presented his recommendation for tiered enforcement that consisted of:
Step 1:

- Letter of Specific Complaint (not general, not adversarial)
- Request for Voluntary Abatement
- Notification of Amnesty Program and Options

Step 2:

- Notification of Right to Appeals (CA Government Code 27720 – 27728)
- Appeals Hearing Scheduling within 90 days

Step 3:

- Notice to Abate
- Abatement Process Documentation
- Voluntary Abatement with Amnesty Program
- Administrative Abatement (CA GC 25845 & CHP AVA)
- Summary Abatement (CA GC25845 & 2770-27728)
- Judicial Abatement (CA GC 25845 & CCP 731-736

Consensus was found between the CCAC and Planning Commission.

The conversation was summarized into three categories, Complaint Intake, Complaint Process, and Other Recommendations to the Board of Supervisors that was read back to the CCAC and the Planning Commission by Senior Planner, Ben Goger for action:

Complaint Intake:

1. When a complaint is received should be delegated to the appropriate agency
2. Have a hierarchy of health, life and safety priorities assigned to the complaint
3. The process should be non-burdensome to delegate the complaint to the appropriate department.

Complaint Process:

1. Initial letter of contact that’s non-confrontational without judicial code references
2. Amnesty would be offered for the individuals with a list of options and resources
3. Notice to Abate
4. Administrative Abatement processed under government code 25845
5. An Appeals hearing would then be available pursuant to government code 27720 through 27728

Other Recommendations to put forward to the Board of Supervisors:

1. Complaints should be citizen driven
2. Remove or rescind the current code that states “that if there’s a compliance case against the property, the property owner cannot be issued a permit” will be struck.
3. A recommendation to Agency Officials to assist citizens in bringing violations with health, life, safety issues that are within substantial conformance.
4. Allocate budget for professional services contract to develop the Administrative Abatement Program with a free Appeals Hearing process
5. Develop a separate Code and procedures manual that will cover the program expectations that are consistent with the revised code
6. Review and amend the definition of the term “Nuisances” throughout the Development Code Update for consistency and clarity
7. Modify the County Website to provide all available resources for complaints received

Finally, there was some discussion regarding fire enforcement that was to be brought back for further discussion at the next Planning Commission meeting: Explore the fire enforcement process (Mariposa County Fire Advisory, CAL Fire: Burn Boss, log decks).

Reconvene as the Code Compliance Advisory Committee

The Code Compliance Advisory Committee reconvened at 11:40 AM.

D. Adjournment

There being for further business the Code Compliance Advisory Committee adjourned the meeting at 11:40 AM.

Mariposa County

Mariposa County MINUTES of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
FINAL ACTION SUMMARY MINUTES
FEBRUARY 21, 2025

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:06 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Herman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - January 10, 2025

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission approved the minutes of January 10, 2025, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.

NOES: None.
ABSTAIN: None.
EXCUSED: None

E. Action Items

1. Selection of Chair and Vice Chair for 2025 Planning Commission

By Motion of Commissioner Smith, Seconded by Commissioner Gray, the Planning Commission re-appointed Commissioner Baggett as the Chair for 2025. Motion Passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None

By Motion of Commissioner Gray, Seconded by Commissioner Herman, the Planning Commission re-appointed Commissioner Smith as the Vice Chair for 2025. Motion Passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None

2. Nominate and Appoint a Planning Commissioner to the Agricultural Advisory Committee for 2025

By Motion of Commissioner McCamman, Seconded by Commissioner Smith, the Planning Commission re-appointed Commissioner Herman to be the representative for the Agricultural Advisory Committee. Motion Passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None

F. Discussion and Action Items

1. Discussion and Preliminary Action on the Draft Development Code Update, Articles 1, 6, 7 and 8

Planning Director, Steve Engfer, introduced County Staff, Senior Planner, Ben Goger, former Planning Director Sarah Williams, Russ Marks, Public Works, and Michael Gibbons, Project Manager for Mintier Harnish.

Engfer noted that the goal was for the commission to take preliminary action to approve Articles 6, 7, and 8 for formal processing. He then gave the floor to Gibbons, who presented the proposed amendments to the Draft Articles for the Development Code Update. Gibbons provided a brief overview of the context, broke down the overall organization of the code, and described the proposed amendments to each of the articles, and explained the next steps.

Due to technical issues, staff had to interrupt Gibbon's presentation so that Baggett could announced the correct call-in ID# 999 713 026# so anyone listening from the public could provide their public comment.

Gibbons continued with the presentation and noted that they were working on preparing the revised drafts of Title 16 to be included in Article 5, then asked the commission for their input.

The following amendments to Article 1 were recommended:

Baggett asked for clarification using the 20 acres zoned in rural residential areas as an example from the consolidated matrix. He wanted to know if that meant 4 residents were allowed on the 20 acres zoned in rural residential. Williams explained that in 2006 the General Plan was changed to one residence per parcel. Engfer noted that there are codes in place for a secondary residence allowance and explained density is driven by the general plan, and the Accessory Dwelling Unit's (ADUs) allowances would be allowed.

At the end of the discussion, McCamman asked for an asterisk or footnote that stated applicable in every situation in the following.

Baggett recommended removing the entire paragraph on page 34, item I, Permits Issues in Error. Williams suggested replacing the term "shall" with "may" in the paragraph and add language to state "relied on and proceed with the proposed project". The commission concurred with using the term "may" to replace "shall".

Baggett asked for clarification regarding text on page 48, that states "so the director shall consider a public land survey system" and wanted to know what the difference between a public land survey system versus having a License Surveyor and proposed to include language "shall consider the public land survey and any other relevant to Section 17.06.50, Uncertainty of Boundaries, Item C,

Baggett called for recess at 10:11 AM and reconvened at 10:19 AM.

Public Comment received by Ken Melton (resident), disagreed with 17.02.040, Relationship to Prior Codes/Ordinances on page 35, he suggested referring to the code that was originally established instead, as the way this section was written is non-conforming. Then on page 37, section 17.02.090, Violation Constitutes a Public Nuisance, should be reviewed, and on page 47, under notes #3, suggested that adequate housing should be removed, under notes #5 regarding the established by base zone (open watershed overlay) that he could not locate this in the table.

Engfer noted that staff will review and amend the items brought forth by Melton, and Williams noted that direction should be provided to staff to meet with Environmental Health and Mariposa Public Utility District regarding the overlay zone and minimum parcel size.

The following amendments to Article 6 were recommended:

McCamman expressed concerns regarding page 53, Item F2, Changes to a Nonconforming use, and suggested that this paragraph be removed all together because the county needed more housing. After discussion, the recommendation was to keep the first sentence and strike the rest of the paragraph, adding language that stated, Planning Commission has the authority to grant expansions greater than 50%.

Public comment received by Ken Melton (resident), provided recommendations for the following:

- page 51, Section B1, under Intent, that paragraph should be removed, and asked for clarification regarding the intent of certain nonconformities for B3.
- Page 52, 17.90.030, General Continuation and Maintenance, asked for clarification regarding a portion in the last sentence of the first paragraph that states “except as otherwise provided in this Article”.
- Page 53, he disagreed with the commission regarding the 50% expansion and suggested that the previous code should be applied.
- Page 57, 17.796.10, Continuation of Legal Nonconforming Parcels, B – Individual Parcel Legally Created by Deed, asked for clarification for the meaning of “single ownership” and questioned why this term is listed in this section.
- Page 58, C – Minimum Parcel Size Standards, #3, paragraph should be removed completely. The Consensus from the commission was to add language that applied only to new subdivisions or strike the paragraph and include text that is like Article 5 under subdivision.

Williams provided the amendment per Melton’s recommendations to page 57, 17.796.10, Continuation of Legal Nonconforming Parcels, B – Individual Parcel Legally Created by Deed, asked for clarification for the meaning of “single ownership” to state, “The parcel was legally created by recorded deed”.

Williams noted that staff needed to add item G, A Record Certificate of Development, that’s a process that Mariposa County followed to acknowledge a parcel created legally through a gifted ordinance when the county had gift deed ordinance provision.

Due to technical issues Baggett called for recess at 11:12 AM and reconvened at 11:25 AM.

The following amendments to Article 7 were recommended:

McCamman expressed concerns about the integration of what was previously done related to housing and density bonuses that’s being integrated into what they’re amending because on page 66 and page 85 there are references to density bonus for affordable housing, and wanted to confirm that staff understood the commission’s interest in density bonuses often tied to workforce housing, and not to affordable housing.

McCamman made the recommendation for staff to remove “density bonus for affordable housing” to “density bonus for housing” on page 66, item C2, and Page 85, item E2.

Baggett recommended including the language from Yosemite Conservancy for workforce housing and zoning.

Williams shared that the current code uses the term PRD (Planned Residential Development), and staff are working on adding a new process in this code that does not exist and that provided the county with the ability to consider unique mixed-use and proposals developed by an applicant or a developer for specific purposes.
Baggett recommend adding a Time Frame to page 72, 17.102.040, Concurrent Processing. Williams stated that staff could add text about the review authority time frame for processing concurrent applications process.

McCamman noted that on page 84, Item A, Provide for Efficient Use of Land and Excellence of Design, he recommended making the use of this process for identifying conservation lands to be conserved explicit but not a mandatory requirement.

Baggett asked for clarification on page 73, 17.102.070, Filing Fees and Requirements, regarding an invoice not being paid in the 30-day time frame that the application will be automatically closed or shall be considered for closure. Williams noted that “shall” should be changed to “may” to provide some discretion.

McCamman and Smith recommended that the on page 81, item #10, under Conditional Use and Administrative Use Permit, to strike the term “morals and comfort”. Williams suggested replacing health, safety and general welfare, to match the Conditional Use Permit findings that the text currently uses that’s required for an administrative use permit. The commission concurred.

Public comment received by Ken Melton (resident), shared that the Design Review section needed to be more specific.

The following amendments to Article 8 were recommended:

Public Comment received by Ken Meton (resident), regarding the filing appeals fees on page 135, Item #3, and noted that it was his understanding that the Board made it clear that the third party filing the complaint would be responsible for the filing fees and not the property owner. He then noted that on page 139 pertaining to Affected Owners, it needed to be reviewed, and page 141, under Hearing Procedures, Item B, Burden of Proof, the entire section should be removed.

A discussion occurred regarding the Burden of proof and Baggett suggested a language that’s more concrete and to strike the word “competence”.

G. Commissioner Reports

Baggett noted that he will be excused from the March 7th and April 18th Planning Commission meetings.

H. Information Items

Engfer provided an update regarding the Code Compliance Advisory Committee (CCAC) providing staff directions to draft language for Title 1 that will come back to the commission.

Engfer noted that staff published the initial study for the Happy Goat Project to the Sate Clearing House, and public notices were sent out for the March 21, 2025, Planning Commission meeting as a Conditional Use Project Permit Project.

I. Future Agenda Items

Baggett suggested scheduling a joint meeting with the CCAC again, and with the Agricultural Advisory Committee.

J. Adjournment

There being no further business, the meeting was adjourned at 12:31 PM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County

Mariposa County Final Minutes of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
FINAL ACTION SUMMARY MINUTES

JANUARY 10, 2025 (Approved 2/21/25)

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:00 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner McCamman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

Baggett congratulated Commissioners Gray, Smith and McCamman on their re-appointment and announced that the election of officers will be completed at the next meeting.

The Planning Commission January 24, 2025 and February 7, 2025 meetings will be cancelled.

D. Approval of Minutes

1. **Planning Commission - Regular Meeting - November 15, 2024**

By motion of Commissioner Smith, seconded by Commissioner Herman, the Planning Commission approved the minutes of November 15, 2024, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commission McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

2. **Planning Commission - Regular Meeting - December 6, 2024**

By motion of Commissioner Smith, seconded by Commissioner Herman, the Planning Commission approved the minutes of December 6, 2024 as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commission McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: None.

E. Discussion and Action Items

1. **Planning**

Discussion and Action on the Draft Development Code (Zoning Ordinance Title 17) to the Board of Supervisors for consideration and action at a date TBD.

Senior Planner, Ben Goger, shared that staff received public comment from Yosemite Conservancy pertaining to specific areas in the housing articles after the agenda packet was published. The public comment was provided to the commission and made available to the public prior to the meeting.

Goger noted that the goal was to receive direction to prepare the final language for the Planning Commission Resolution to the Board of Supervisors on the Draft Development Code (Zoning Ordinance Title 17). Goger then presented the following amended Housing Related Draft Articles as directed from the December 6, 2024 Planning Commission meeting:

- Accessory Dwelling Units, Section 17.54
- Density Bonus, Section 17.56
- Bed and Breakfast and Vacation Rental, Section 17.52

Goger provided an update on state law - AB 2533 (Amnesty for Unpermitted ADU's built prior to 2020). This item was relevant to the later join meeting with the Code Compliance Advisory Committee. After discussion, Commissioner McCamman directed staff to incorporate explicit language for AB 2533 in Accessory Dwelling Units, section 17.54. Goger noted that AB 2533 is a statue and would be applied ministerially.

After discussion on the Housing Related Draft Articles, the commission provided direction to staff on the following topics:

- Density Bonus:
  Directed staff to go back to the consultant to amend the language with most flexible density bonus program that is allowed under state law.

- Workforce Housing Draft:

1. The commission directed staff to prepare the Work Force Housing Definition with no income restrictions.
2. The commission directed staff to expand the proposed text changes to the Yosemite Mixed Use Zone that support workforce housing outside of the Yosemite West mixed used zone, and lift the limitations of employer owned housing pertaining to “Remote Workforce Housing” definition proposed by the Yosemite Conservancy.

Discussion ensued to the appropriate zoning or parcel size for a Work Force Housing project. Staff shall return with specific standards for the commission to consider.

Goger noted that Agritourism will come back to the commission after a discussion with the Agricultural Advisory Committee (AAC). Baggett suggested having a joint meeting with AAC in March or April 2025.

Baggett moved to Item F and Item G (recess to join the Code Compliance Advisory Committee for the joint meeting).

After the joint meeting the Planning Commission returned to complete Item E1.

Baggett opened public comment for Items E1 and G1.

Public comments were received by:
Richard Walker (resident), addressed complaints from the public that were received from the previous Planning commission meeting regarding his holiday lighting, and spot light located above the town of Mariposa.

Ken Melton (resident), suggested that the entire section for zoning regarding Recreational Vehicle Parks should be removed. The definition for temporary camping on page 30, last sentence should be removed. Home Enterprise shouldn’t have limitations on acreage but the home enterprise itself. There should be no setbacks from easements. Section 5254 should be reviewed and required more than five minutes to cover.

Floyd Davis (resident), spoke about the public utility easements (PUE) on all subdivision maps and noted that this will not always be used; therefore, setbacks requirement are not needed from PUEs.

After the discussion on easements, the consensus of the Planning Commission was no setback requirements on easements.

A discussion ensued regarding the usage intentions of the Recreation Vehicle Park (RV) language. Sarah Williams suggested that proper zoning should be considered based on what the RV Park will be intended for (work force housing, long term residential, commercial or resort use). She then recommended that the commission further discussed locations and zoned areas that might be appropriate for the intended purpose (Town Planning Areas, Rural areas); then incorporate into the Development Code Update. The commission will further discuss as McCamman had to leave the meeting early.

McCamman left the meeting at 12:27 PM.

Gray asked for clarification regarding a footnote in section 17.52.090, pertaining to Home Enterprise

limitation. Per Williams, there is no limit. She then explained the General Plan was adopted in 2006 that had limitations, and that the footnote was a reminder for staff to strike it from the policy if the Planning Commission does not find it appropriate with the current practices. A discussion occurred regarding the definition of home enterprise. Williams provided an explanation of the definitions and explained that home industry allowed for outside storage. She noted that the county made the provisions in code flexible so people can conduct businesses in their home.

Gray noted that there should not be a limit to the home enterprise based on the parcel size. Herman agreed and suggested that the acreage requirement should be struck. Williams acknowledged and noted that staff will make the amendments in the provision to the General Plan.

Public comment was received by Ken Melton (resident), who expressed that the ADT (Average Daily Traffic) should not be used to determine the road standards.

Goger reiterated that today's goal was to receive action from the commission to make the recommendation for staff to prepare the final language for the Planning Commission Resolution to the Board of Supervisors and to work with the consultant to bring back to the February 21, 2025 Planning Commission meeting:

By motion of Commissioner Herman, seconded by Commissioner Smith, the Planning Commission moved to direct staff and contractors to prepare the final language for inclusions into the future Planning Commission Resolutions to the Board of Supervisors in the following Development Code categories that was discussed at this meeting. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith.
NOES: None.
ABSTAIN: None.
EXCUSED: Commissioner McCamman.

F. Recess into the Joint Meeting

Baggett called the Planning Commission to recess at 10: 03 AM to join the Joint Study Session with the Code Compliance Advisory Committee.

G. Joint Meeting with the Code Compliance Advisory Committee

The Planning Commission joined the joint study session with the Code Compliance Advisory Committee at 10:15 AM.

1. **Planning Commission and Code Compliance Advisory Committee Discussion and Action on the Draft Development Code Zoning Ordinance Title 17.144 Enforcement Provisions**

Baggett opened the item and allowed for the Code Compliance Advisory Committee (CCAC) to provide their recommendations related to the Development Code Zoning Ordinance Title 17.144, Enforcement Provisions.

The CCAC recommended an Administrative Abatement Program with a free Hearing Appeal Process (Government Code Section 25845 and Government Code Section 27720 through 27728).

Rhodes noted that funding needed to be available; however, some administrative abatement cases

can be done inexpensively, and used a case from Lake Don Pedro as an example.
Rhodes noted that the county should not recoup for administrative or legal cost but only the cost of the abatement from the property owner. She explained that the county would provide funding to the property owner to remedy the problem, particularly if the property owner is low income and the county would eventually be paid back through other mechanism, i.e.

1. The county could place a special assessment against the property and payments could be collected slowly over time in the same manner as other property taxes.
2. The county could place a lien on the property that could be paid back on a payment plan by the property owner, or when the property transferred title.

Rhodes highlighted that those in violation under Title 17 would be remedied by the abatement itself without the county seeking other routes for repayment.

Commissioner Herman asked if this conflicted with the due process of the Constitution?

Rhodes responded that this followed the due process, and explained the overall process in detail. She noted that the CCAC would like to see the Request for Inspection Letter be eliminated from being the first initial form of contact, as this letter is perceived to create hostility. Instead be replaced with a letter that is non-confrontational listing the specific alleged violation, asking for permission to visit the property, provide information regarding the Amnesty Program and the Appeals Process.

McCamman asked if the appeal hearing officer would be appointed by the Board of Supervisors?

Rhodes advised that in government code 27720 through 27728 listed a number of options. A discussion occurred with Rhodes noting that the Code Enforcement Officer would be presenting evidence almost like a prosecutor, and that a lawyer would not be needed for the property owner or for the county, and that County Counsel cannot be a hearing officer, and suggested that Counsel review government code 27720 through 27728 for the appellate courts determination set for the County.

Edwards read government code 27724 that specially states that any county hearing officer shall be an attorney at law, having been admitted to practice for at least five years prior to the appointment.

Edwards noted that this can become a policy within the Title 17, with a reference to another Title that is specifically written out as enforcement with one hearing officer. Then brought to the Planning Commission or taken to Environmental Health because they have their own escalation for hearings if the abatement case failed the hearing officer.

Bagget noted that the hearing officer could be a reasonable person from the community with legal background. Perhaps a retired attorney, or rotating community service of retired attorneys.

During discussion, Rhodes noted that the CCAC does not have language for the Administrative Abatement Program with a free Hearing Appeal Process, but directed staff to provide language that the CCAC will enhance further.

Edwards noted that the CCAC's intent was to present a tiered enforcement concept based on common sense, logic and legal precedent. He then proposed some recommendations. A process for addressing complaints and a process for tiered code violation enforcement.

The complaint process recommendations offered are that any process follow guidelines for court-admissible processes and procedures. That the letters sent be non-confrontational certified letters. That if Built With Out Permit (BWOP) code violations can be found within substantial conformance then the requirement for an Engineer or Architect of professional record to approve the building be removed. Remove $145.00 over-the-counter permit fee. Re-engineer website with both Complaint options (Fire, EHS, Building, Zoning, Junk, etc.). and Abatement/Remedy tools/options (fence, cleanup, AVA, Chamber of Commerce, etc.).

Edwards then presented his recommendation for tiered enforcement that consisted of:
Step 1:

- Letter of Specific Complaint (not general, not adversarial)
- Request for Voluntary Abatement
- Notification of Amnesty Program and Options

Step 2:

- Notification of Right to Appeals (CA Government Code 27720 – 27728)
- Appeals Hearing Scheduling within 90 days

Step 3:

- Notice to Abate
- Abatement Process Documentation
- Voluntary Abatement with Amnesty Program
- Administrative Abatement (CA GC 25845 & CHP AVA)
- Summary Abatement (CA GC25845 & 2770-27728)
- Judicial Abatement (CA GC 25845 & CCP 731-736

Consensus was found between the CCAC and Planning Commission.

The conversation was summarized into three categories, Complaint Intake, Complaint Process, and Other Recommendations to the Board of Supervisors that was read back to the CCAC and the Planning Commission by Senior Planner, Ben Goger for action:

Complaint Intake:

1. When a complaint is received should be delegated to the appropriate agency.
2. Have a hierarchy of health, life and safety priorities assigned to the complaint.
3. The process should be non-burdensome to delegate the complaint to the appropriate department.

Complaint Process:

1. Initial letter of contact that's non-confrontational without judicial code references.
2. Amnesty would be offered for the individuals with a list of options and resources.
3. Notice to Abate.
4. Administrative Abatement processed under government code 25845.
5. An Appeals hearing would then be available pursuant to government code 27720 through 27728.

Other Recommendations to put forward to the Board of Supervisors:

1. Complaints should be citizen driven.
2. Remove or rescind the current code that states "that if there's a compliance case against

the property, the property owner cannot be issued a permit" will be struck.
3. A recommendation to Agency Officials to assist citizens in bringing violations with health, life, safety issues that are within substantial conformance.
4. Allocate budget for professional services contract to develop the Administrative Abatement Program with a free Appeals Hearing process.
5. Develop a separate Code and procedures manual that will cover the program expectations that are consistent with the revised code.
6. Review and amend the definition of the term "Nuisances" throughout the Development Code Update for consistency and clarity.
7. Modify the County Website to provide all available resources for complaints received.

Finally, there was some discussion regarding fire enforcement that will be brought back for further discussion at the next Planning Commission meeting: Explore the fire enforcement process (Mariposa County Fire Advisory, CAL Fire: Burn Boss, log decks).

Reconvene as the Planning Commission

The Planning Commission reconvened at 11:44 AM and returned to item E.1. to complete discussion.

H. Commissioner Reports

None.

I. Information Items

None.

J. Future Agenda Items

Happy Goat
Unhabitable Structure (Gray)

K. Adjournment

There being no further business, the meeting was adjourned at 12.44 PM.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Items that came in after the Agenda and packet was prepared and publicly posted.

To: Mariposa County Planning Director Steve Engfer
From: Frank Dean, Adonia Ripple
Date: January 6, 2024
Re: Recommendations for Mariposa County Development Code Update

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Please find Yosemite Conservancy's recommendations for Development Code updates to favor workforce housing in Mariposa County. As context, our suggestions arise due to the land parcels we own in Mariposa and Yosemite West but may be useful more broadly in the county. We are available to clarify these recommendations at your convenience and thank you for the opportunity to comment during this public process.

The existing language in this section of the code is shown below with recommended additions shown in blue underlined text (example) and recommended deletions shown in red strikethrough text ~~(example)~~.

Issue #1: The Yosemite West Mixed Use type of zoning may be a useful approach elsewhere in the county. But we note that uses allowed in the Yosemite West Mixed-Use Zone (YWMU) do not explicitly include modular cabins, RVs, tent cabins, or campgrounds.

Note: The draft updated Development Code does not include the YWMU zone. Mariposa County staff have indicated that the YWMU zone will be included in the updated Development Code, with no changes to the YWMU zone currently under consideration. Therefore, this section references the section numbering and language in the existing County code rather than the text in the draft updated Development Code.

Recommendation: Amend the County code to explicitly include the uses needed for implementing workforce housing. Consider establishing a new permitted use of: *Remote Location Workforce Housing* For the purposes of these amendments, the additional uses would include:

1) Remote Location Workforce Housing and Recreational Vehicle Parks, to enable for a range of temporary or semi-permanent accommodation types. Recreational Vehicle Parks are a defined use in the draft updated Development Code. *Remote Location Workforce Housing* is not a defined use in the draft updated Development Code. Additional recommended adjustments to the draft updated Development Code, shown in a subsequent subsection of this memorandum, would provide a definition and development standards for this use.
2) Campgrounds, to enable group camping as a lower cost housing alternative for employees. Campgrounds are a defined use in the draft updated Development Code.

3) Ancillary structures and amenities, to enable the future construction of community buildings to serve the workforce housing.

In addition to adding the uses outlined above, other amendments to the YWMU zone would be necessary to accommodate sufficient square footage as detailed below.

Consider amending section 17.106 of the County Code to read:

Section 17.106: Yosemite West Mixed-Use Zone (Existing County Code)

17.106.010 Purpose and Intent

The Yosemite West Mixed-Use Zone is designed to provide a land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West and provision of workforce housing to support the County's major employers.

17.106.020 Development Standards For YWMU

A. Uses:

1. Permitted uses:

a. Multi-family housing;

b. Campground;

c. Recreational Vehicle Parks, Extended Stay;

d. Remote Location Workforce Housing;

e. Laundromats not for public use;

f. Maintenance support facilities for servicing local home enterprises and vacation rentals;

g. Private office space;

h. Self-storage facilities for private use;

i. One (1) single family residence and one (1) secondary residence with appurtenant accessory structures, including, but not limited to, equipment sheds and detached garages;

j. Vacation rental and bed and breakfast facilities in accordance with all applicable standards of Mariposa County Code;

k. Ancillary structures and amenity facilities to serve residential uses on the site.

2. Conditional uses:

a. Bulk storage of gasoline, propane, or similar petroleum products for private use.

3. Prohibited uses:

All other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

B. *Structure height:*
No building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.

C. *Structure setbacks from property lines and streets for all uses:*
   1. *Street and front yard: the front yard setback shall be a minimum of fifty-five (55) feet from the centerline of a local street and a minimum of twenty-five (25) feet from the nearest point on a front property line or edge of any right-of-way boundary of a local street;*
   2. *Side yard: the side yard setback shall be a minimum of fifteen (15) feet from a side property line;*
   3. *Rear yard: the rear yard setback shall be a minimum of twenty (20) feet from a rear property line.*
   4. *Uses permitted in setback areas:*
      a. *Wells, traffic signs, signs, rural mail boxes, fences, gates, propane tanks, uncovered walkways, driveways, and underground utilities and appurtenant above-ground structures. (Any use placed in a front yard setback shall not interfere with vehicle sight distance along roadways.)*
      b. *All other uses are prohibited in setback areas.*

D. *Building to building setbacks: Building to building setbacks shall be a minimum of fifteen (15) feet.*

E. *Building intensity and density:*
   1. *Commercial structure development, such as laundromat facilities, shall not exceed a total of 5,000 sq. ft.*
   ~~*2. Multi-family housing development shall not exceed a total of 4,000 sq. ft. per building.*~~
   3. *Total square footage of development on a ~~parcel~~ development site shall not exceed ~~25,000 sq. ft. of building space or~~ 10 percent of the total site square footage.*
   4. *Multi-family housing shall not exceed four dwelling units per acre but may be clustered.*

F. *Signage and lighting:*
   1. *Project signage, excluding address and traffic signs, shall be not exceed three separate signs on a parcel. Total signage shall not exceed 50 sq. ft. Neon signs shall be prohibited.*
   2. *Exterior lighting shall conform to International Dark Sky Standards.*

G. *Minimum parking space requirements:*

1. *Studio or one-bedroom apartments - one and one-half (1.5) parking spaces per unit.*
2. *Two (2) or more bedroom apartments or single family residential - two (2) parking spaces per unit.*
3. *Laundry facilities not for public use - two (2) per facility.*
4. *Minimum spaces for vacation rental and bed and breakfasts shall be as required by appropriate sections of County code.*

H. *Internal driveways and parking space surfacing: Internal driveways serving multi-family and commercial uses shall be surfaced with concrete or asphalt paving.*

I. *Permitting and construction: Septic/sewage systems shall be installed prior to the issuance of building permits for structures served by those systems.*

J. *Minimum parcel or lot size: Minimum size of a parcel or lot shall be five (5) acres.*

Issue #2: The County's campground standards are ambiguous as to whether recreational vehicles (RV's) are allowed at campgrounds.

Separate from the standards for the YWMU zone that are described above, the Development Code includes regulations for campgrounds, which apply to campgrounds throughout the County. As a result, if the County were to amend the YWMU zone to allow the campground use, the regulations in the Development Code that apply to campgrounds would apply to any group camping use on the YWMU zone.

The County's campground standards state that a campsite does not include the parking and occupancy of mobile homes or RVs, which could be taken to suggest that RVs are not allowed at campgrounds. This could pose a challenge for future Remote Location Workforce Housing projects without the flexibility to allow RVs within group camping areas. In addition, this is contradictory to the definition of a campground as provided in the draft updated Development Code (Section 17.60.030), which reads: "An area that allows the temporary placement of tents for recreation and overnight lodging. Campgrounds <u>may also include the spaces for temporary occupancy of recreation vehicles (RVs)</u>. Campsites do not include the placement and use of manufactured housing (Emphasis added)."

Recommendation: Remove language from the Development Code that indicates that RVs are not allowed at campgrounds. Consider amending Section 17.52.070 (Regulations for Specific Land Uses, Campgrounds) to read:

B. *Standards.*
   1. *No more than ten (10) campsites, not including operator or employee quarters, may be established per acre.*

2. *For purposes of this section, campsite shall mean a site utilized for camping and shall not mean the parking and occupancy of mobile homes ~~or recreational vehicles~~.*
3. *Restrooms, showers, laundries, clubhouses, and similar service facilities reserved exclusively for the use of campsite patrons shall not be subject to site area restrictions for purpose of calculating campsite density.*
4. *At a minimum, restroom facilities shall be provided in compliance with the provisions of the Health and Safety Code, and the Housing and Community Development Codes.*
5. *The minimum site area for a campground shall be five (5) acres in town planning areas without an adopted area plan and ten (10) acres in areas outside of a planning area.*
6. *The minimum setback for a campground shall be fifty (50) feet from all property lines. The minimum setback from the centerline of a dedicated public right-of-way shall be one hundred (100) feet. There shall be no parking, campsites, or recreational vehicle sites within the setback area.*

Issue #3: The Development Code does not include definitions for all of the allowable uses that are recommended in the YWMU Zone under Issue #1

The Development Code includes a definitions section which is separate from the portion of the code that regulates YWMU zone. Definitions provided in the definitions section of the code apply throughout the Development Code. The changes recommended under Issue #1 include the addition of *Remote Location Workforce Housing* as an allowed use in the YWMU zone and this term is not currently defined in the Development Code.

Recommendation: Amend the Development Code to include a definition for Remote Location Workforce Housing. Ensure that the definition allows for the range of accommodations that are envisioned in the conceptual site plan, such as modular workforce housing, RVs, park model RVs, and tent cabins. Because modular workforce housing, park model RVs, and tent cabins are not defined in the Development Code, add definitions for these accommodation types.

Consider amending Section 17.60 of the draft updated Development Code as follows:

> *Section 17.60.180 – "R" Definitions*
> *Remote Location Workforce Housing: Housing accommodations that are on a permanent or temporary foundation and are used for the purpose of providing workforce housing in the Yosemite West Mixed-Use District, where significant investment in permanent structures may not be feasible or desirable. Remote location workforce housing accommodations can consist of modular workforce housing, manufactured homes, tent cabins, recreational vehicles, and park model recreational*

vehicles. Remote location workforce housing is not required to meet specific affordability criteria.

Section 17.60.130 – "M" Definitions:
Modular Workforce Housing: Factory-built structure that is manufactured or constructed under authority of 42 U.S.C. Sec 5403, Federal Manufactured Home Construction and Safety Standards, or California law (Health and Safety Code Sections 18007 and 18008) and is to be used as a place for human habitation. The structure is manufactured either in whole or in substantial part at an off-site location, transported to the site, assembled on-site, and placed on a temporary or permanent foundation.

17.60.160 – "P" Definitions
Park Model Recreational Vehicle: A recreational vehicle primarily designed and intended to provide temporary living quarters for recreation, camping, or seasonal use, which meets the following criteria: 1) built on a single chassis, 2) mounted on wheels with a gross trailer area not exceeding 400 square feet in the setup mode, 3) certified by the manufacturer as complying with the ANSI A119.5 standard for park model recreational vehicles. Gross square footage measured to the maximum horizontal projections of exterior walls including all siding, corner trims, moldings, storage areas enclosed by windows, but not the roof overhangs. Unenclosed porches are not included in the gross trailer area.

Section 17.60.200 – "T" Definitions
Tent Cabins. A semi-permanent structure with a floor, fabric walls, and conventional or nonconventional construction that includes a sleeping area.

Section 17.60.230 – "W" Definitions
Workforce Housing in the Yosemite West Mixed-Use District. Housing for which residency is restricted to households with at least one household member that is an employee of a business or government agency whose primary place of work is within the County of Mariposa. This definition is not meant to govern funding decisions for the County but instead would define a privately funded workforce housing program.

Issue #4: The Development Code defines Extended Stay RV Parks as limited to recreational use

The County of Mariposa could potentially define all or some of the portion of the conceptual site plan that would include pads for RVs, modular cabins, and similar uses as an RV park. The definitions section of the draft updated Development Code, which applies throughout the County, provides definitions for two different types of RV parks: 1) Recreational Vehicle Parks, Extended Stay (longer than 30 days) and 2) Recreational Vehicle Parks, Resort (less than 30 days). Because Remote Location Workforce Housing is intended to provide

accommodations for workers for more than 30 days, the Extended Stay RV Park definition could potentially apply. However, for both types of RV park, the updated draft Development Code defines the use as being for recreational habitation, rather than for workforce habitation. To enable the RV park description to be applied to Remote Location Workforce Housing, the definition would need to be changed to allow habitation for reasons other than recreation.

Recommendation: Amend the definition for Extended Stay RV Parks to encompass housing for long-term workforce habitation. To limit the potential impact of this change in other areas of the County, the ability to provide long-term workforce habitation in an Extended Stay RV Park could be limited to the YWMU Zone. Consider amending Section 17.60.180 as follows:

> *Recreational Vehicle Parks, Extended Stay (longer than 30 days). An area or tract of land for long-term occupancy by motor homes, travel trailers, truck campers, camping trailers, or other vehicles for long term recreational habitation, or intermittent workforce habitation in the Yosemite West Mixed-Use Zone.*

Issue #5: If the County adds "Remote Location Workforce Housing" to the allowable uses in the YWMU zone, the Development Code will need to include regulations for this use

Under Issue #1 above, this memorandum recommends adding Remote Location Workforce Housing as a permitted use in the YWMU zone. Under Issue #3, this memorandum provides a definition for *Remote Location Workforce Housing*. If the County amends the Development Code as described under Issues #1 and #3, the code will also require amendments to include regulations for this use. The updated draft Development Code includes regulations for various specific uses, including but not limited to campgrounds, RV parks, and vacation rentals, in section 17.52.

Recommendation: Amend the draft updated Development Code to include regulations for remote location workforce housing. The proposed text provided below would apply regulations to remote location workforce housing that are similar to the regulations for RV parks. Consider amending section 17.52 to add the following:

> ***17.52.XXX – Remote Location Workforce Housing***
>
> *In zones where allowed in compliance with Article 2 (Zones, Allowable Uses, and Development Standards) remote location workforce housing shall be subject to the requirements of this Development Code and all the following standards:*
>
> ***A.*** *Compliance. Remote location workforce housing accommodations shall comply with all applicable State Uniform Building Code and Fire Code requirements.*
>
> ***B.*** *Operational and Development Standards.*

1. *A maximum of seven (7) accommodation sites per acre, not including management, operator or employee quarters, are allowed. Sites for individual accommodations shall be a minimum of twenty (20) feet wide and seven hundred and fifty (750) square feet in area.*
2. *A remote location workforce housing site may be operated in conjunction with any allowed use provided that the site or area upon which the use is located, and parking area for the use, shall be deducted from the net site area for purposes of calculating park site density.*
3. *Restroom facilities shall be provided in compliance with the provisions of the Health and Safety Code, and the Housing and Community Development Codes.*

C. *Road Improvements. The width and improvement of roads and driveways within a remote location workforce housing site shall be as follows:*

1. *One-Way. One-way roads shall be a minimum of eighteen (18) feet wide if the road serves sixty (60) spaces or more; a minimum of fifteen (15) feet wide if the road serves less than sixty (60) spaces; and a minimum of twelve (12) feet wide clusters of accommodations without individual space access.*
2. *Two-way Divided. Two-way divided roads shall be a minimum of fifteen (15) feet wide on each side of a divider.*
3. *Two-way. Two-way undivided roads shall be a minimum of twenty-four (24) feet wide.*
4. *Parking. There shall be a minimum of two (2) parking spaces accommodation site and two (2) parking spaces per accommodation site. Parking along internal roadways is allowed only when a paved parking lane, eight (8) feet wide is provided in addition to the roadway.*
5. *Road Improvement Standard. Two (2) inches of A.C. plant mix over two (2) inches of Class II aggregate base or equivalent structural section based on a traffic index of four (4). An oil or other dust cap may be substituted for the two (2) inches of A.C. subject to approval by the County Engineer.*

D. *The minimum setback for a remote location workforce housing site shall be twenty-five (25) feet from all property lines. The minimum setback from the centerline of a dedicated public right-of-way shall be fifty (50) feet. There shall be no structures, parking, recreational vehicle sites, or other accommodation sites within the setback area.*

Issue #6: The Development Code is ambiguous regarding how regulations related to manufactured and mobile homes could affect some uses envisioned on the Missouri Gulch site and Yosemite West Mixed-Use Zone,

The County of Mariposa could potentially classify some of the non-stick built housing unit typologies as mobile or manufactured homes, and therefore apply provisions for mobile and

manufactured homes to those units. Most significantly, the Development Code includes a provision that specifies that the placement of three or more mobile or manufactured homes on a single parcel will be considered a mobile home park, and therefore subject to approval of a Conditional Use Permit and all regulations that apply to recreational vehicle parks. As a result, the County could classify the Yosemite West or Missouri Gulch site(s) as a mobile home park if the County classifies three or more of the units on the site as mobile or manufactured housing.

This provision of the Development Code is inconsistent with the definition of a mobile or manufactured home that is provided in the Development Code, which reads:

> *Mobile/Manufactured Homes. Factory-built structures that is manufactured or constructed under authority of 42 U.S.C. Sec 5403, Federal Manufactured Home Construction and Safety Standards, or California law (Health and Safety Code Sections 18007 and 18008) and is to be used as a place for human habitation. The structure is manufactured either in whole or in substantial part at an off-site location, transported to the site, assembled on-site, and placed on a permanent foundation. For the purpose of the Zoning Code, a manufactured home shall be considered the same as any site-built single-family detached dwelling. (Section 17.60.130, Emphasis added)*

Recommendation: Amend the Development Code for internal consistency and to avoid the possibility that modular workforce housing in the Yosemite West Mixed-Use Zone or Missouri Gulch sites could be incorrectly classified as a mobile home park. Consider amending the Development Code to strike section 17.52.110(C), as follows:

> ~~*Mobile Home Parks. The placement of three (3) or more mobile or manufactured homes on a single parcel will be considered a mobile home park and shall be subject to the approval of a Conditional Use Permit. Mobile home parks shall comply with the regulations established in Section 17.52.150 (Recreational Vehicle Parks).*~~

Issue #7: Some provisions in the Development Code are not compatible with the operation of vacation rentals in the Yosemite West Mixed-Use Zone or Missouri Gulch sites.

The Yosemite Conservancy may want to have the option to rent some accommodations as vacation rentals when not in use by members of the local workforce to keep employee rental rates more reasonable. Vacation rentals are a permitted use in the YWMU zone, and therefore would generally be permissible.

However, other provisions within the Development Code would preclude the operation of vacation rentals at the Yosemite Conservancy's Yosemite West and Missouri Gulch sites. First, the Development Code defines a vacation rental in part as a single-family structure or a

single-family dwelling unit of a duplex. This provision applies to vacation rentals throughout the County, though the Development Code provides an exception for individual condominium units in the Yosemite West subdivision. The vacation rentals that could exist at the Yosemite West and Missouri Gulch sites could consist of a mix of multifamily apartment units, modular cabins, and other types of accommodations, none of which are consistent with the definition of a vacation rental as provided in the Development Code. Second, the section of the Development Code that provides regulations for vacation rentals throughout the County establishes a maximum of two vacation rentals per parcel. While it is very unlikely that all the units envisioned in the conceptual site plan would be used for vacation rentals, the Yosemite Conservancy may want the flexibility to have more than two vacation rentals on the site.

Recommendation: Amend the Development Code to provide additional flexibility for vacation rentals specifically in the Yosemite West Mixed-Use zone. Amendments would include an adjustment to the definition of a residence and vacation rentals in the Development Code and an adjustment to the regulations for vacation rentals that the Development Code provides in the section on regulations for specific uses.

Consider amending section 17.60.220 ("V" Definitions) as follows:

> ***Vacation Rental.*** *A single-family structure or a single-family dwelling unit of a duplex rented or leased for periods of thirty (30) or less days and complying with the standards contained herein. A vacation rental is a single-family structure which is available for rental to a family or a group on a transient basis, except in the Yosemite West Mixed-Use zone, in which case vacation rentals can include multifamily units, and modular cabins.*

In addition, consider amending Section 17.52.060(D)(12) (Regulations for Specific Uses, Bed and Breakfast Inns and Vacation Rentals) as follows:

> ***Maximum Number of Vacation Rentals.*** *Only two (2) vacation rentals shall be allowed per parcel, irrespective of the number of single-family residences located on the parcel, except in the Yosemite West Mixed-Use zone, in which case 8 vacation rentals will be allowed per parcel.*

Frank Dean

Frank Dean
President & CEO

Minutes – Board of Law Library Trustees Meeting
March 6, 2025

The meeting commenced at 11:17 a.m. in the Law Library and the Mariposa County Superior Courthouse.

Present were Judge Fagalde; Walter Wall, County Counsel/Risk Manager; Michael McAfee, District Attorney; Matt Johnson, County Librarian and Nicole Shagner, Legal Executive Assistant to County Counsel.

Introductions were made prior to the starting of the meeting introducing new members as they arrived.

For the selection of the Law Library Trustees President, it was discussed that Walter Wall should take that position. The motion was made by Michael McAfee and seconded by Judge Fagalde. Ayes: Unanimous.

For the selection of the Law Library Trustees Secretary, Judge Fagalde motioned Nicole Shagner to be the Secretary and that was seconded by Walter Wall. Ayes: Unanimous.

Walter Wall asked if anyone had any questions or concerns from December 5, 2024, minutes that Rhonda Scherf wrote. All board members took a few moments to review the minutes. Judge Fagalde motioned to approve the minutes from December 5, 2024, and Matt Johnson seconded. Nicole Shagner asked the group if members who were not a part of the Board could vote to approve the minutes and Judge Fagalde said if the minutes had been reviewed by the members that they could vote to approve the minutes. Motion was set by Matt Johnson and seconded by Judge Fagalde. Ayes: Unanimous.

Nicole Shagner provided an overview of the current Law Library budget. It was agreed that there were sufficient funds in the account to make necessary purchases. Judge Fagalde noticed the revenue was lower than in past years. Nicole Shagner stated she would gather a more detailed understanding of the past years and share at the next meeting.

Matt Johnson informed the Board of the recent purchase of Nolo books that were purchased from the motion from the previous meeting giving him $2,500 to purchase updated books. He showed the Board receipts of two separate orders the County Library made to purchase these updated books. He shared that he came under the budget that was voted on.

Matt Johnson provided a spreadsheet of the number of times each book was checked out. He stated that previously Walter Wall had noticed some duplicates and the library has fixed that issue. Judge

Fagalde asked Matt Johnson if there were any Nolo books that were about immigration, it was noticed there was a book called *U.S. Immigration Made Easy*, however, it has never been check out.

Matt Johnson asked the group if there were any other books the library should consider adding to their collection besides Nolo books. It was suggested Rutter Group; however, they are pricy and come with a yearly fee. CEB was also suggested by Judge Fagalde. However, it was mutually agreed that Nolo books are very user-friendly for the everyday person.

Matt Johnson brought to the Boards attention of and invitation and invoice he received from the Council of California County Law Librarians (CCCLL). Matt asked the group if anyone has heard with his organization and everyone stated "no". He gave a brief description of what the organization does. Judge Fagalde suggested Matt call this organization and see if there are any benefits for a rural area to be apart of this organization. The matter will be brought back to the next meeting.

Walter Wall opened public comment where Matt Johnson stated there was a notification for the Westlaw agreement to be automatically renewed on June 1st. There wasn't enough time to add this item to the current board agenda for action to be taken by the Board. Judge Falade asked if there are any changes to the dollar amount which Matt Johnson stated no. Walter Wall stated he doesn't want a stop in service so suggested a phone call be made to Westlaw representative to see if the expiration date could be pushed out until June 30th so this could be voted on at the next meeting.

Discussion was held and the next scheduled Law Library Trustees meeting is scheduled for June 5, 2025, at 11:00 a.m. in the Law Library of the Mariposa County Superior Courthouse.

There being no further business, the meeting adjourned at 11:40 a.m.

Respectfully submitted,

_____

Nicole Shagner
Law Library Trustees Secretary

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Balance Sheet
For The Twelfth Month Ending December 31, 2024
(In $000s)
Unaudited as of 1/30/2025

Assets	
Cash	$316,238
Restricted Cash	304
Short Term Investments	1,038,675
Receivables	223,946
Prepaid Expenses	3,324
Other Current Assets	3,860
Total Current Assets	**$1,586,347**
Building, Land, Furniture & Equipment	
Capital Assets	$83,268
Accumulated Depreciation	(47,493)
CIP	666
Lease Receivable	4,133
Subscription Asset net Accum Depr	10,510
Total Non-Current Assets	**51,085**
Total Assets	**$1,637,432**
Liabilities	
Accounts Payable	$178,485
IBNR/Claims Payable	485,189
Provider Incentives Payable	43,459
Other Current Liabilities	11,521
Due to State	18,314
Total Current Liabilities	**$736,968**
Subscription Liabilities	8,687
Deferred Inflow of Resources	3,899
Total Long-Term Liabilities	**$12,586**
Fund Balance	
Fund Balance - Prior	$834,772
Retained Earnings - CY	53,106
Total Fund Balance	**887,878**
Total Liabilities & Fund Balance	**$1,637,432**
Additional Information	
Total Fund Balance	**$887,878**
Board Designated Reserves Target	479,524
Strategic Reserve (DSNP)	56,700
Medi-Cal Capacity Grant Program (MCGP)*	139,767
Value Based Payments	46,100
Provider Supplemental Payments	152,410
Total Reserves	**874,501**
Total Operating Reserve	**$13,377**

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Twelfth Month Ending December 31, 2024
(In $000s)
Unaudited as of 1/30/2025

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*455,255*	*397,072*	*58,183*	*14.7%*	*5,402,715*	*4,908,292*	*494,423*	*10.1%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$180,046	$133,995	$46,052	34.4%	$1,912,615	$1,655,999	$256,615	15.5%
State Incentive Programs	17,312	-	17,312	100.0%	43,267	-	$43,267	100.0%
Prior Year Revenue*	1,737	-	1,737	100.0%	20,448	-	$20,448	100.0%
Premiums Commercial	476	344	132	38.3%	5,481	4,129	1,352	32.7%
Total Operating Revenue	**$199,572**	**$134,339**	**$65,233**	**48.6%**	**$1,981,811**	**$1,660,129**	**$321,683**	**19.4%**
Medical Expenses								
Inpatient Services (Hospital)	$43,702	$48,382	$4,680	9.7%	$562,376	$560,328	($2,048)	-0.4%
Inpatient Services (LTC)	17,033	11,354	(5,678)	-50.0%	211,013	131,491	(79,522)	-60.5%
Physician Services	46,203	28,124	(18,079)	-64.3%	438,188	325,736	(112,452)	-34.5%
Outpatient Facility	21,357	16,415	(4,942)	-30.1%	259,291	190,114	(69,178)	-36.4%
Other Medical**	32,625	28,289	(4,337)	-15.3%	337,045	324,796	(12,249)	-3.8%
State Incentive Programs	17,312	-	(17,312)	-100.0%	43,267	-	(43,267)	-100.0%
Total Medical Expenses	**$178,232**	**$132,564**	**($45,668)**	**-34.4%**	**$1,851,182**	**$1,532,466**	**($318,717)**	**-20.8%**
Gross Margin	**$21,340**	**$1,775**	**$19,565**	**100.0%**	**$130,629**	**$127,663**	**$2,966**	**2.3%**
Administrative Expenses								
Salaries	$5,942	$6,219	$277	4.5%	$70,222	$72,420	$2,198	3.0%
Professional Fees	506	295	(211)	-71.6%	4,267	3,945	(323)	-8.2%
Purchased Services	921	944	23	2.5%	11,966	11,791	(175)	-1.5%
Supplies & Other	3,261	1,089	(2,172)	-100.0%	13,634	12,004	(1,630)	-13.6%
Occupancy	164	122	(42)	-34.5%	1,488	1,511	23	1.5%
Depreciation/Amortization	231	283	52	18.4%	3,182	3,704	522	14.1%
Total Administrative Expenses	**$11,024**	**$8,952**	**($2,073)**	**-23.2%**	**$104,759**	**$105,376**	**$617**	**0.6%**
Operating Income	**$10,316**	**($7,177)**	**$17,493**	**100.0%**	**$25,870**	**$22,288**	**$3,583**	**16.1%**
Non-Op Income/(Expense)								
Interest	$4,606	$1,858	$2,748	100.0%	$52,312	$28,190	$24,122	85.6%
Gain/(Loss) on Investments	(2,856)	550	(3,406)	-100.0%	(194)	3,300	(3,494)	-100.0%
Bank & Investment Fees	(49)	(36)	(12)	-33.9%	(593)	(436)	(158)	-36.2%
Other Revenues	298	256	43	16.7%	2,386	2,540	(155)	-6.1%
Grants	(6,818)	(1,463)	(5,355)	-100.0%	(26,675)	(17,554)	(9,121)	-52.0%
Total Non-Op Income/(Expense)	**(4,818)**	**1,165**	**(5,983)**	**-100.0%**	**$27,235**	**$16,040**	**$11,195**	**69.8%**
Net Income/(Loss)	**$5,497**	**($6,012)**	**$11,510**	**100.0%**	**$53,106**	**$38,328**	**$14,778**	**38.6%**
MLR	*89.3%*	*98.7%*			*93.4%*	*92.3%*		
ALR	*5.5%*	*6.7%*			*5.3%*	*6.3%*		
Operating Income	*5.2%*	*-5.3%*			*1.3%*	*1.3%*		
Net Income %	*2.8%*	*-4.5%*			*2.7%*	*2.3%*		

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.
**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Twelfth Month Ending December 31, 2024
(In PMPM)
Unaudited as of 1/30/2025

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*455,255*	*397,072*	*58,183*	*14.7%*	*5,402,715*	*4,908,292*	*494,423*	*10.1%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$395.48	$337.46	$58.03	17.2%	$354.01	$337.39	$16.62	4.9%
State Incentive Programs	38.03	-	38.03	100.0%	8.01	-	8.01	100.0%
Prior Year Revenue*	3.82	-	3.82	100.0%	3.78	-	3.78	100.0%
Premiums Commercial	1.05	0.87	0.18	20.7%	1.01	0.84	0.17	20.6%
Total Operating Revenue	**$438.37**	**$338.32**	**$100.05**	**29.6%**	**$366.82**	**$338.23**	**$28.59**	**8.5%**
Medical Expenses								
Inpatient Services (Hospital)	$95.99	$121.85	$25.85	21.2%	$104.09	$114.16	$10.07	8.8%
Inpatient Services (LTC)	37.41	28.59	(8.82)	-30.8%	39.06	26.79	(12.27)	-45.8%
Physician Services	101.49	70.83	(30.66)	-43.3%	81.11	66.36	(14.74)	-22.2%
Outpatient Facility	46.91	41.34	(5.57)	-13.5%	47.99	38.73	(9.26)	-23.9%
Other Medical**	71.66	71.24	(0.42)	-0.6%	62.38	66.17	3.79	5.7%
State Incentive Programs	38.03	-	(38.03)	-100.0%	8.01	-	(8.01)	-100.0%
Total Medical Expenses	**$391.50**	**$333.85**	**($57.64)**	**-17.3%**	**$342.64**	**$312.22**	**($30.42)**	**-9.7%**
Gross Margin	**$46.87**	**$4.47**	**$42.40**	**100.0%**	**$24.18**	**$26.01**	**($1.83)**	**-7.0%**
Administrative Expenses								
Salaries	$13.05	$15.66	$2.61	16.7%	$13.00	$14.75	$1.76	11.9%
Professional Fees	1.11	0.74	(0.37)	-49.7%	0.79	0.80	0.01	1.7%
Purchased Services	2.02	2.38	0.36	14.9%	2.21	2.40	0.19	7.8%
Supplies & Other	7.16	2.74	(4.42)	-100.0%	2.52	2.45	(0.08)	-3.2%
Occupancy	0.36	0.31	(0.05)	-17.3%	0.28	0.31	0.03	10.6%
Depreciation/Amortization	0.51	0.71	0.21	28.9%	0.59	0.75	0.17	22.0%
Total Administrative Expenses	**$24.22**	**$22.54**	**($1.67)**	**-7.4%**	**$19.39**	**$21.47**	**$2.08**	**9.7%**
Operating Income	**$22.66**	**($18.07)**	**$40.73**	**100.0%**	**$4.79**	**$4.54**	**$0.25**	**5.5%**

*Prior Year Revenue consist of revenue booked in the current calendar year for services rendered in prior years.

**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Statement of Cash Flow
For The Twelfth Month Ending December 31, 2024
(In $000s)
Unaudited as of 1/30/2025

	MTD	YTD
Net Income	$5,497	$53,106
Items not requiring the use of cash: Depreciation	251	3,284
Adjustments to reconcile Net Income to Net Cash provided by operating activities:		
Changes to Assets:		
Restricted Cash	(4)	(4)
Receivables	(42,642)	267,642
Prepaid Expenses	1,430	(1,097)
Current Assets	(887)	1,746
Subscription Asset net Accum Depr	0	0
Net Changes to Assets	**(42,099)**	**268,292**
Changes to Payables:		
Accounts Payable	48,900	(227,391)
Other Current Liabilities	602	2,330
Incurred But Not Reported Claims/Claims Payable	108,407	196,815
Provider Incentives Payable	3,826	3,459
Due to State	2,839	7,613
Subscription Liabilities	0	0
Net Changes to Payables	**164,575**	**(17,173)**
Net Cash Provided by (Used in) Operating Activities	**128,224**	**307,508**
Change in Investments	(396)	(192,843)
Other Equipment Acquisitions	(264)	(3,423)
Net Cash Provided by (Used in) Investing Activities	**(660)**	**(196,266)**
Deferred Inflow of Resources	(83)	(83)
Net Cash Provided by (Used in) Financing Activities	**(83)**	**(83)**
Net Increase (Decrease) in Cash & Cash Equivalents	**127,481**	**111,159**
Cash & Cash Equivalents at Beginning of Period	**188,761**	**205,083**
Cash & Cash Equivalents at December 31, 2024	**$316,238**	**$316,238**

Mariposa County
Planning Department
STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org

HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

FINAL ACTION SUMMARY MINUTES

SEPTEMBER 9, 2024 (Approved as Amended 10/21/24)

1. **Call to Order and Roll Call**

   Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley at 10:00 a.m.

   Commission members in attendance: Jacob Hawley, Jeanetta Phillips, Letha Goger, Jazzmyn Gegere

   Excused: Kathleen Leavitt, Clay River

   Planning Staff: Polina Pivak, Ben Goger, Matt Hespenheide

   Guests: Vincent Kehoe, Mariposa County Assessor-Recorder; Danielle Bondshu Clerk of the Board; Matt Johnson Mariposa, County Librarian

2. **Approval of Minutes**

   Meeting of May 13, 2024

   By a unanimous vote, the HSRPC approved a motion by Jeanetta Phillips with a second by Jazzmyn Gegere to accept the minutes as written.

   Meeting of June 10, 2024

   By a unanimous vote, the HSRPC approved a motion by Jeanetta Phillips with a second by Jazzmyn Gegere to accept the minutes as written.

   Meeting of August 12, 2024

By a unanimous vote, the HSRPC approved a motion by Jeanetta Phillips with a second by Letha Goger to accept the minutes as written.

3. Public Comment on Non-Agenda Items: None
4. **Review and Recommend for Action**
    a. Discussion and Direction on Assessor's Office Maps Loan to National Park Service for Digitization Project for Records Preservation. (see packet)

    Vincent Kehoe, Assessor-Recorder, introduced the item: the purpose of the project is to preserve and protect Maps from the Assessor-Recorder's Office. To make them available for future use and research. The maps are currently in Government Building Vault. The vault conditions are less than favorable. The temperature control system is currently not working, and maps are sitting in drawers. Yosemite National Park archivist wants to take the maps and preserve them in their archives building in El Portal. They would copy them and make digital copies to share.

    If they have long term possession of the maps, they will have their conservationist begin preservation. There are approximately 700 maps.

    Park Service is especially interested in records pre park service in1874.

    The Park Service would complete preservation and digitization that Mariposa County cannot afford to complete.

    Under the agreement the maps would be on a long-term loan to the Park Service. Mariposa County would retain ownership. The Park Service will share digital copies of the maps but will credit Mariposa County. (see handout) This will be done at no cost to Mariposa County.

    Jeanetta Phillips asked if the County could have a map returned? Archivists would pull maps and give access to the map but not remove the map from the Archives. She mentioned that the Fremont Land Grant is framed and in the Museum. Jacob Hawley said it was important that we have the possibility of displaying some maps in the community.

    Letha Goger stated that the scope of the project is huge, and the current vault is not the answer. She would like to see a long-term archive for Mariposa County Records. She would like to see the agreement say there would be monthly/quarterly meetings with the archivists to prioritize and observe the preservation.

    Assessor-Recorder, Vincent Kehoe, said the Park Service would meet with us if requested. Matt has spent many hours making an inventory of the maps

(including maps at the Museum). There are about 13 maps that cannot be located.

Jazzmyn Gegere stated we should include a yearly inventory map check. Digitization program should be aware of sensitivities to archeological areas.

Letha Goger suggested the maps be moved to the museum vault as soon as possible. Jacob mentioned that a professional needs to be hired to handle the maps and that they should be moved only one time.

Clerk of the Board, Danielle, stated that she supports the project. Preservation is an incredibly costly process. However, it needs to be done. Matt Johnson, Librarian, offered help if the library can assist.

In conclusion the group was asked to send ideas to Polina. Polina would compile and send the list to Vincent Kehoe. Vincent Kehoe is going to invite Paul from the National Park Service to the next HSRPC meeting. The group agreed to work on a future loan agreement and move forward.

5. **Committee Business**
    a. Discussion and Potential Direction on Exterior Modification within the Historic Design Review District without HSRPC Review and Approval. Discussion of ideas was held. Jacob to present sign regulations to the Chamber of Commerce. Jeanetta stressed that downtown signs are not conforming to the regulations, including banners and more. Jacob mentioned that outreach and education is needed so the community understands how consistency in the downtown would bring value to our business community.
    It was suggested we create a packet to give to new businesses. Code Compliance needs to follow up and enforce noncompliance.
    Outreach campaign to community. Polina said the Planning Department is working on getting the information out via social media messaging and strategic design. Polina to put outreach campaign on next agenda as an action item.

    b. HSRPC Project Updates:
        i. Mariposa County Historical Records Digitization Project
        Ad-hoc committee, including Jeanetta Phillips, Jazzmyn Gegere, Letha Goger. Agreement recognizing the need for preserved document heritage. There is a 2006 agreement to store records at Museum Vault with the requirement to meet regularly to ensure the correct preservation process and procedures are followed.

There is a need to have interested committees meet and start understanding and communicating on how to care for and preserve documents. Recommendations include 1) meeting monthly/quarterly 2) develop Mariposa County documentary heritage plan 3) envision a Mariposa County archive. Committee suggests we pause digitization while plan is developed and there is consistency throughout departmental digitization projects.

Danielle, Clerk of the board reported: Danielle and staff have been working on County wide record retention policy project defining what records are included as historic records. Waiting for a few departments' information to finalize a draft.
Danielle is currently digitizing Board of Supervisors records in-house. Records should not be destroyed without the Board of Supervisors' approval. Letha Goger suggested that the ad-hoc committee should continue as a partner with the County to better understand record retention and process within the county. The committee should have regular discussions with Danielle.

II. Gold Rush Design Review Guidelines: Nothing new to report

III. Certified Local Government (CLG): Nothing new to report.

Letha Goger recommendation an addition to the by-laws, including Commissioners continuing education, Community Engagement, identifying commissioners experience in archaeology and more. Discussion of recommendations to be added to next agenda.

IV. HSRPC Work Plan: Nothing new to report

V. Historic Resource Inventory Database: Nothing new to report

6. Information Items

Matt Hespenheide, Public Works reminded everyone of a meeting Friday to discuss and tour the Courthouse. The purpose of the discussion is to consider a future interior remodel.

7. Future Agenda Items: None
8. Adjournment:

There being no further business, the meeting of the HSRPC was adjourned by Chair Jacob Hawley at 12:05 p.m.

Submitted by, Richard Westfall

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in March of 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in March of 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. CAO Approved Agreements 4-8-25

VOTE RESULT

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for (April 8th 2025)

Contractor	Amount	Term	Service	Department
Orin Good Plumbing	$15,000	1/15/25-12/31/25	Plumbing Services	HHSA
MCPO	$33,908	7/1/25-10/15/29	Mark43 Services	Sheriff's Office
MCDAO	$13,423	7/1/25-10/15/29	Mark43 Services	Sheriff's Office
McGrady & Sons Heating and Cooling	$50,000	3/15/25-3/14/26	HVAC Services for Weatherization Program	HHSA
Language People Inc	$11,000	3/15/25-3/15/26	Biligual Testing Services	HR
Community Health Centers of America	$0	10/1/24-9/30/25	Medical Services	HHSA
Coulter Café	$25,000	12/17/24-4/30/25	Service-Meals (Senior Meals in North County)	HHSA
William Hart 5119 Jones Streetm Unit A	$21,600	4/15/25-4/14/26	Housing Lease	HHSA
William Hart 5119 Jones Streetm Unit B	$8,400	4/15/25-4/14/26	Housing Lease	HHSA
RICOH	$44,114	4/1/25-3/31/26	RICOH for Ransomware Containment Renewal	IT
WSP USA. Inc	$39,322	7/1/24-6/30/25	Landfill Water Quality and Gas Monitoring and Reporting	Public Works
DataWorks, LLC	$50,000	3/1/25-6/30/26	Electric Fingerprint System	Sheriff's Office
The Copperpot Café, LLC	$55,000	7/1/24-6/30/25	Dining Services for North County	HHSA

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Department Head Approved Agreements 4-8-25

VOTE RESULT

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

Department Head Approved Agrement

Board Agenda Item for (April 8th 2025)

Contractor	Amount	Term	Service	Department
Cogdill & Associates, Inc	$5,000	03/10/25-06/30/25	Commercial Real Estate Appraisal Service	Admin
A & M Flooring	$14,074	07/01/24-06/30/25	Flooring Services	Sheriff's Office
Williams Excavation, Inc	$1,000	3/24/2025	Change Order- Concrete Test	Public Works
Merced Alarm Company	$735	4/1/25-6/30/26	Alarm System	Sheriff's Office
Department of Housing and Community Development	$22,792	Five Years	THP and HNMP Services	HHSA
The Water Connection	$2,500	4/1/25-3/31/27	Testing/Repair of Backflow Water Devices	HHSA
EVM Emergency Management LLC	$10,000	3/1/25-6/30/25	Training Services	HHSA
Gail Dreifus	$200	3/21/25-6/12/25	Music at Library Summer Reading Kickoff	Library
Robert Hambleton	$700	3/1/25-6/1/25	Electrical Services	HHSA
Allegion Access Technologies, LLC	$2,006	8/21/24-10/7/24	Repair-Labor-Parts (Senior Center Push Door)	HHSA
Mariposa Alarm for Security Cameras	$8,719	3/13/15-6/30/25	Alarm and Video Installation	Treasurer, Tax Collector
Scott's Cleaning Services	$2,999	2/1/25-6/30/25	Cleaning Services	Sheriff's Office
Jorgensen & Son's, Inc	$2,000	1/1/25-12/31/25	Extinguishing Services	HHSA
Mariposa Fairgrounds	$950	5/7/25-5/7/25	Lease Agreement	HHSA
Dayhoff Cabinets	$14,536	12/1/24-6/30/25	Cabinetry Services	Sheriff's Office
Blue Ridge Services Montana, Inc	$1,140	02/20/25-4/30/25	Landfill 2023-24 Airspace Utilization Calculation	Public Works
Ranch Fence Inc.	$5,000	5/1/24-4/31/25	Fenching	HHSA

Lancaster Painting	$5,000	12/1/24-6/30/25	Polyurethane Floor Coating	Sheriff's Office
California Mental Health Services Authority	$3,500	7/1/24-6/30/25	Prevention Hotline	HHSA
Scott's Cleaning Services	$1,500	2/15/25-4/15/25	Cleaning- 5026 Broadway Road, Coulterville	HHSA
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in March 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in March 2025.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Software as a Licence Report 4-8-2025**

VOTE RESULT

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

Software Report

Board Agenda Item for (April 8th 2025)

Contractor	Amount	Term	Service	Department
Central Coast Energy Services, Inc	$13,068	2/1/25-2/1/26	Software	HHSA
Colbi Technologies, Inc	$5,000	3/1/25-2/28/26	CUPCCAA Compliant Software	Public Works
Mitsago Inc. Dba HexNode	$8,554	4/7/25-4/6/28	Mobile Device Management	Sheriff's Office
Gov Ease	$0	4/1/25-4/1/26	Online Tax Auction Software	Treasurer/Tax Collector

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Week of April 20th through April 26th, 2025, as "Volunteer Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of April 20th through April 26th, 2025, as "Volunteer Week".

BACKGROUND AND HISTORY OF BOARD ACTIONS

National Volunteer Week was first established in April 1974 by Presidential Proclamation. Each year, National Volunteer Week celebrates millions of Americans dedicated to volunteerism.

The Board has approved this and similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to show appreciation to the volunteers that help keep some of our most vital programs operating.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Volunteer Week 25**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Week of April 20th through the 16th

as

"Volunteer Week"

WHEREAS, the County of Mariposa California recognizes the invaluable contributions of its volunteers to the strength and vitality of our community; and

WHEREAS, volunteers dedicate their time and talents to a wide array of causes, enriching the lives of our neighbors and making our city a better place to live; and

WHEREAS, the spirit of volunteerism is a cornerstone of a strong and compassionate society, fostering civic engagement and a sense of shared responsibility; and

WHEREAS, Volunteer Week is a time to celebrate and recognize the dedication of volunteers across the nation.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the **week of April 20th through the 26th, 2025, as "Volunteer Week".**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 8th day of April, 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Proclaim the Week of April 6th Through April 12th, 2025, as "Week of the Young Child"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of April 6th Through April 12th, 2025, as "Week of the Young Child".

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Hands on Heroes program for Mariposa County looks to acknowledge those individuals in the community who go above and beyond in supporting children in our county in ways that make us appreciate them and want to recognize them during the Week of the Young Child. The 2025 theme for Week of the Young Child is celebrating early learning, young children, their teachers, families and the community.

These individuals work tirelessly and bravely to overcome everyday challenges and are seldom acknowledged for their work. These unsung heroes are directly making a difference in the lives of children zero to five years-of-age.

The Board has approved this and similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board has approved this and similar proclamations in the past.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Week of the Young Child Proclamation 4-8-25

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims the

Week of April 6th through the 12th, 2025

as

"Week of The Young Child"

WHEREAS, the Mariposa Local Child Care Planning Council, First 5 Mariposa and Infant Child Enrichment Services, in conjunction with the National Association for the Education of Young Children, are celebrating the "Week of the Young Child" from April 6th through the 12th, 2025; and

WHEREAS, these organizations recognize and celebrate the importance of quality, age-appropriate environments that create inclusion and provide safety, and develop a love of learning; and

WHEREAS, early childcare programs are critical in the development of a child's intellect, self-esteem, and overall wellbeing, leading to a decrease in the number of children and families at risk; and

WHEREAS, the responsibility for children's services is a partnership shared with families, elected leaders, community groups, educators, preschools, and childcare providers; and

WHEREAS, Mariposa County stands dedicated to the promotion of quality life experiences for children and families, safety within our schools and community, and positive growth and development of our future leaders.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the week of **April 6th through the 12th, 2025, as "Week of the Young Child".**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 8th day of April 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II, Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-128

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to the Agreement with Davis Guest Home, Inc., Increasing the Amount by $200,000 for a New Amount Not to Exceed $750,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Davis Guest Home, Inc., Increasing the Amount by $200,000 for a New Amount Not to Exceed $750,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate community residential facilities. This Amendment will allow Mariposa County Behavioral Health to continue to utilize the Services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Davis Guest Home on July 16, 2024 through Resolution 2024-307.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Davis Guest Home 2025 A01 - V1**
2. **Davis Guest Home 2025 - Res. 2024-307 - EXECUTED**

VOTE RESULT

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

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

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL CARE SERVICES, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 16, 2024, wherein Contractor agreed to provide residential services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $200,000 will be added to the original amount of $550,000, making the total compensation paid to Contractor the not to exceed amount of $750,000.

Except as herein amended, the Agreement dated July 16, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Lonny Davis, Owner Davis Guest Home, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Form Revision Date: 02-26-24

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-307

MEETING:	July 16, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Davis Guest Home, Inc., in the Amount of $550,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Davis Guest Home, Inc., in the Amount of $550,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Davis Guest Home on September 19, 2023 through Resolution 20023-513.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Davis Guest Home 2025**

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

DS

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AGREEMENT FOR RESIDENTAL CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of July, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, Inc., 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 July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $550,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 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.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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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

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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:
Davis Guest Home
1878 E. Hatch Rd.
Modesto, CA 95331

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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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

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

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

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

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

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lonny Davis
D58CF621603649A...

Lonny Davis, Owner
Davis Guest Home

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.
3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

- Money Management/Budgeting Training
- Public Transportation Access/Utilization
- Interpersonal/Dyadic Communications Skills
- Family and Peer Relational Processes
- Nutritional/Menu Planning and Food Preparation
- Responsibility Orientation, Cause/Effect Sequences
- Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge
- Self-Disclosure/Transparency Therapy
- Healthy Responses to relational Pain/Trust Development
- Self Acceptance Support Group

Entertainment/Recreational

- Annual trips to Disneyland
- Concerts, Community Events
- Holiday Celebrations
- Movies, Games, and Sports.
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Shopping Trips
- Birthday Celebrations
- Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patient's Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on

several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service trainings provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each county's Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as:

non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

12. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the “Davis Guest Home Rate Quote Sheet” is enclosed with this informational packet.

13. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’S facility. Residents that are moved from CONTRACTOR’S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

14. HIPAA Compliance

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 COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

Exhibit B
COST PROPOSAL

Fiscal Year 2024-2025 Rate Sheet

Transitional Rate Program/Services:

$ 1,398.07 SSI *
$1,418.07 SSI/SSA*
$165.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.07 per month for a client who receives one check and $1,418.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $1,000.00 daily for higher acuity, and $325.00 for private rooms. Behavioral patches may also apply and vary between $250-$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a

Stanislaus permanent resident. All efforts will be made to relocate such a client to the COUNTY of origin for placement.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

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COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frame indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

COUNTIES who are delinquent in payments to Davis Guest Homes will incur a penalty of $10.00 per day for each resident, beginning on the 45th day after payment is delinquent and continuing until account is paid in full.

COUNTIES who do not provide a contract by June 31st (resulting in delinquent payment) will incur a penalty of $10.00 per day for each resident beginning on July 1st and continuing until the account is paid in full.

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2121 North California Boulevard, Suite 350
Walnut Creek CA 94596

License#: 0D69293

CONTACT NAME:
PHONE (A/C, No, Ext): 925-299-1112 **FAX (A/C, No):** 925-299-0328
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B : National Liability & Fire Insurance Co	20052
INSURER C : National Fire & Marine Insurance Co	20079
INSURER D : Hamilton Select Insurance Inc.	17178
INSURER E : Technology Insurance Company, Inc	42376
INSURER F :	

INSURED
DAVIGUE-01
DAVIS GUEST HOME, INC.
1878 EAST HATCH ROAD
MODESTO CA 95351

COVERAGES **CERTIFICATE NUMBER:** 889002409 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			01001457753	4/1/2024	4/1/2025	EACH OCCURRENCE	$
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:						EACH CLAIM LIMIT	$ 1,000,000
B	**AUTOMOBILE LIABILITY**			73APB008370	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	☐ **UMBRELLA LIAB** ☐ OCCUR			AMXSHS31873401	4/1/2024	4/1/2025	EACH OCCURRENCE	$
	X **EXCESS LIAB** X CLAIMS-MADE						AGGREGATE	$ 1,000,000
	☐ DED ☐ RETENTION $						EACH CLAIM	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A C E	PROFESSIONAL LIABILITY EXCESS AUTO LIABILITY CYBER LIABILITY			01001457753 72XAB010044 TCL174130000	4/1/2024 4/1/2024 4/1/2024	4/1/2025 4/1/2025 4/1/2025	$1,000,000/$3,000,000 $2,000,000 $1,000,000	EACH CLAIM/AGG. LIMIT OF LIABILITY AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE WITH RESPECT TO COVERAGES, LIMITS AND EFFECTIVE DATES AS SHOWN.

CERTIFICATE HOLDER

MARIPOSA COUNTY
DEPARTMENT OF HUMAN SERVICES
PO BOX 99
MARIPOSA CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 1033068 DAVISGUE2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Aislinn McKenney	
USI Insurance Services, LLC Lic # OG11911 10940 White Rock Rd 2nd Fl Rancho Cordova, CA 95670	PHONE (A/C, No, Ext): 916 883-0616	FAX (A/C, No): 610 537-2346
	E-MAIL ADDRESS: aislinn.mckenney@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Service American Indemnity Company	39152
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Davis Guest Home, Inc.
1878 E Hatch Rd
Modesto, CA 95351-5096

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SATIS0355203	10/01/2023	10/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket waiver of subrogation applies per form WC040306.

CERTIFICATE HOLDER

Mariposa Counseling Center
ATTN: Linda
P. O. Box 99
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MCMZP

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY DECLARATIONS CHANGES

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-3	06/21/2024 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 2

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following item(s):

	Named Insured		Insured's Mailing Address
	Policy Number		Company
	Effective/Expiration Date		Insured's Legal Status/Business of Insured
	Retroactive Date		Premium Basis
X	Additional Interested Parties	X	Coverage Form and Endorsements
	Limits/Exposures		Deductibles
	Covered Property/Located Description		Classification/Class Codes
	Rates		Description of Operations
	Broker of Record		Increase/Decrease in Policy Values
	Company Fee Amendment		Location Address
	Extended Reporting Period Endorsement		

is (are) changed as shown {See Additional Pages(s)}:

The above amendments result in a change in the premium as shown above.

	If this box is checked, any additional premium shown above is considered non-refundable as of the effective date of the endorsement.

POLICY CHANGES ENDORSEMENT DESCRIPTION
Policy change number 1 is null and void Amend forms: AHL4013-0110 - Waiver of Transfer of Rights of Recovery Against Others to Us AHL5001-0221 - Additional Insured - Scheduled AHL5002-0221 - Scheduled Additional Insured - Primary and Non-Contributory

Signed By:

Docusign Envelope ID: 9C80AE35-101E-421F-B542-5405F12DD628

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-3	06/21/2024 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 2

This endorsement modifies insurance provided under the following:

ALLIED HEALTH GENERAL LIABILITY COVERAGE

SCHEDULE

Name and Address of Additional Insured(s):
County of Sonoma its Officers, Agents, and Employees Attn DHS Contract & Board Item Development, 3313 Chante Road, Santa Rosa, CA 95404
Solano County Mental Health, 275 Beck Avenue MS 5-250, Fairfield, CA 94533-6804
Santa Barbara County, 300 N San Antonio Road Bldg 3, Santa Barbara, CA 93110
County of Tuolumne Behavioral Health Department C/O Human Services Agency, 20075 Cedar Road North, Sonora, CA 95370
The County of Mariposa officers, officials, employees & volunteers, PO Box 905, Mariposa, CA 95338
San Luis Obispo County Behavioral Health Services, 2180 Johnson Avenue 2nd Floor, San Luis Obispo, CA 93401
Amador County Behavioral Health Department, 810 Court Street, Jackson, CA 95642
County of Monterey, its Officers, Agents and Employees, 1270 Natividad Road, Salinas, CA 93906
Tehama County Health Services Agency, PO Box 400, Red Bluff, CA 96080-0400
Modoc County Mental Health Services, 411 North Main Street, Alturas, CA 96101
Siskiuyou County Behavioral Health Services, 2060 Campus Drive, Yreka, CA 96097-9538
Santa Cruz County Department of Mental Health Health Services Agency, 1080 Emeline Avenue, Santa Cruz, CA 95061
San Mateo County Mental Health Services, 225 W 37th Avenue, San Mateo, CA 94403-4342
County of Napa, its Officers, Employees, Agents, and Volunteers, 2261 Elm Street, Napa, CA 94559-3721
County of Lake Behavioral Health Department, PO Box 1024, Lucerne, CA 95458
Del Notre County Department of Health & Human Services, 880 Northcrest Drive, Crescent City, CA 95531
Merced County Department of Mental Health, PO Box 2087, Merced, CA 95344
Mendocino County Mental Health BHRS, 1120 S Dora Street, Ukiah, CA 95482
Marin County Community Mental Health Services, 20 N San Pedro Suite 2028, San Rafael, CA 94903
Madera County Public Guardian Behavioral Health Services, PO Box 1288, Madera, CA 93639-1288
Lassen County Behavioral & Public Health Mental Health Division, 555 Hospital Lane, Susanville, CA 96130
County of Colusa Department of Behavioral Health, 162 E Carson Street Suite A, Colusa, CA 95932
Humboldt County Health & Human Services DHHS Mental Health, 720 Wood Street, Eureka, CA 95501-4482
Stanislaus County Behavioral Health & Recovery Services, 800 Scenic Drive, Modesto, CA 95350-6131
Alameda County BHCS Insurance Coordinator, 1900 Embarcadero Suite 205, Oakland, CA 94606
Tulare County Health and Human Services Agency, 5957 S Mooney Boulevard, Visalia, CA 93277-9394
San Joaquin County, 44 N San Joaquin Street Suite 540, Stockton, CA 95202
County of Placer, its Officers Agents, Employees and Volunteers, 11512 B Avenue, Auburn, CA 95603-2605
Sutter-Yuba Behavioral Health, 1965 Live Oak Blvd Suite A PO Box 1520, Yuba City, CA 95992
Glenn County Health and Human Services Agency Attn Administration, PO Box 611, Willows, CA 95988

DocuSign

Certificate Of Completion

Envelope Id: 9C80AE35101E421FB5425405F12DD628
Status: Completed
Subject: Complete with Docusign: 24-307 - HHSA - 1450 - Davis Guest Home 2025 - COB V2 7-16-24.pdf
Source Envelope:
Document Pages: 21
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
7/17/2024 11:35:36 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/17/2024 11:37:59 AM Viewed: 7/17/2024 1:26:11 PM Signed: 7/17/2024 1:26:18 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 104.28.85.93 Signed using mobile	Sent: 7/17/2024 1:26:19 PM Viewed: 7/17/2024 3:07:22 PM Signed: 7/17/2024 3:07:47 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/17/2024 3:07:48 PM Viewed: 7/17/2024 4:04:06 PM Signed: 7/17/2024 4:04:15 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Lonny Davis unclonny2003@yahoo.com Owner/President Security Level: Email, Account Authentication (None)	DocuSigned by: Lonny Davis D58CF621603649A... Signature Adoption: Pre-selected Style Using IP Address: 73.151.154.255	Sent: 7/17/2024 4:04:16 PM Viewed: 7/24/2024 1:01:18 PM Signed: 7/24/2024 1:01:58 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/24/2024 1:01:18 PM ID: f3ca2575-8ed2-4042-a22e-1e905a2be791		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/24/2024 1:01:59 PM Viewed: 7/24/2024 1:37:37 PM Signed: 7/24/2024 1:37:56 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2024 11:37:59 AM
Certified Delivered	Security Checked	7/24/2024 1:37:37 PM
Signing Complete	Security Checked	7/24/2024 1:37:56 PM
Completed	Security Checked	7/24/2024 1:37:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-129

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Mariposa County Office of Education (MCOE) in an Amount Not to Exceed $500,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa County Office of Education (MCOE) in an Amount Not to Exceed $500,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This specific agreement represents service delivery for a multi-year grant-funded program. On October 4, 2022, the Mariposa County Board of Supervisors approved the Mental Health Services Oversight and Accountability Commission (MHSOAC} grant fund of $2,500,000. Funding under this grant program enables grantees to enhance county partnerships with school-based programs. Said partnership expands access to mental health services for children and youth, including campus-based mental health services; and facilitates linkages and access to ongoing and sustained services. The term of the grant fund occurs through December 31, 2026. The Health and Human Services Agency (HHSA) passes this funding on to MCOE to perform services to students. HHSA is acting as a pass-through agency for all funding under the grant, which is utilized by MCOE staff according to the plan that MCOE has developed. The amount of $500,000 for the agreement in the resolution has been established for the program planning necessary to achieve optimal outcomes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved MHSOAC grant fund of $2,500,000 on October 4, 2022, through Resolution Number 2022-573. The Board of Supervisors approved an agreement with MCOE on June 6, 2023, through Resolution Number 2023-292. The Board of Supervisors approved an agreement with MCOE on September 19, 2023, through Resolution Number 2023-509. The Board of Supervisors approved an agreement with MCOE on June 11, 2024, through Resoultion Number 2024-241.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the agreement, the County runs the risk of non-compliance with the requirements of approved grant funding. Furthermore, MCOE administration and the students of the County will not receive the benefit of $2,500,000 to perform mental health services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Mariposa County Office of Education 2025 - V2

VOTE RESULT

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

AGREEMENT FOR SCHOOL BASED 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, "Mariposa County Office of Education, 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 July 1, 2024, and terminate on December 31, 2027, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform school-based mental health services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $500,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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:
Mariposa County Office of Education
5082 Old Highway North
Mariposa, CA 95338
209-742-0250

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 B.

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

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

written notification to Contractor. The termination date shall be the effective date of the notice. 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

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Jeff Aranguena, Superintendent
Mariposa County Office of Education

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

Exhibit A
SCOPE OF WORK

I. Program Description and Purpose:

a. Contractor shall develop and implement a program to support Mental Health Student Services Act (MHSSA) funded services for marginalized and vulnerable youth.

b. Contractor shall develop, implement, and support a county-wide Peer to Peer Mental Health Program. Contractor shall ensure that programs and services are implemented as proposed to the Behavioral Health Services Oversight and Accountability Commission (BHSOAC).

c. Contractor shall coordinate and collaborate with Mariposa County Behavioral on the programs and services provided to the targeted population including the development, implementation and evaluation.

d. Contractor shall engage students, parents and broader community in an in-depth needs assessment that includes analysis of strengths, unique needs, and resources; and work to build a common vision, and ultimately an action plan that articulate plan specifics, including the following elements: model, program, curriculum, staff, training, community partners, integration of community resources, referral, consent process, progress monitoring data, structures for cycle of improvement etc.

e. Contractor shall ensure that the primary goal of the program is to increase equity in access to mental health supports; marginalized and vulnerable youth (foster youth and justice-involved youth), will be given priority when selecting students to be chosen as mentors, and when selecting students to be provided with mentoring services.

f. Contractor shall ensure that they interview every foster youth in the county to ascertain their interest and willingness to participate in the peer-to-peer program.

II. Performance Management and Deliverables:

a. Contractor shall ensure the following deliverables are met and adhered to.

    i. Marginalized and Vulnerable Youth –
        1. Contractor shall develop and implement a program to support MHSSA funded services for marginalized and vulnerable youth for the school district. Details of this program process shall be

submitted to the BHSOAC in the progress reports and a summary shall be included in the final report at the end of the grant year three.

ii. Learning Cohort –
    1. Contractor shall participate in a learning cohort of local educators, parents, students and other interested parties that can understand and respond to the unique and nuanced needs of students to promote strategies that will benefit these populations.

iii. Data Reporting –
    1. Contractor shall provide BHSOAC data based on the specifications and timelines defined by the BHSOAC. Contractor shall collect data and report data using the MHSSA Data Reporting Tool.

iv. Reports –
    1. Contractor shall submit progress reports in accordance with all due dates outlined in Exhibit B. In addition to the progress reports, Contractor shall submit an annual fiscal and a final report.

        a. Progress reports shall include the development and implementation of marginalized and vulnerable youth programs relevant to the reporting period using the progress report template. The report shall include, but not limited to:
            i. List of major program goals/objectives that are clearing defined, specific, and measurable.
            ii. Status on which goals/objectives have been accomplished.
            iii. Barrier and challenges to development and/or implementation of the program and action plans to resolve them.
            iv. Report on status of hiring staff/contractors, as well as retention of those staff.

        b. Annual Fiscal Reports shall identify all grant expenditure information in the annual fiscal report using the annual fiscal report template.

b. Contractor shall ensure all reporting is submitted to the BHSOAC as follows:
    i. Grant Year 1:
        1. Progress Report Q1 – Due December 31st 2024
        2. Progress Report Q2 – Due March 31st 2025
        3. Progress Report Q3 – Due June 30th 2025
        4. Progress Report Q4 – Due September 30th 2025
    ii. Grant Year 2:
        1. Progress Report Q1 – Due December 31st 2025

2. Progress Report Q2 – Due March 31st 2026
3. Progress Report Q3 – Due June 30th 2026
4. Progress Report Q4 – Due September 30th 2026

iii. Grant Year 3:

1. Progress Report Q1 – Due December 31st 2026
2. Progress Report Q2 – Due March 31st 2027
3. Progress Report Q3 – Due June 30th 2027
4. Final Report Q4 – Due September 30th 2027

c. Contractor shall cc. County on all email communication with the BHSOAC regarding all grant activities and reports submitted.
d. Contractor shall inform the County of any substantial changed to the approved plan.

e. Contractor shall participate in monthly collaborative meeting with the County.

Exhibit B
COST PROPOSAL

This contract is not to exceed the amount of $500,000 over the three-year period. The contractor will invoice County quarterly based on the deliverables outlined below:

Grant Year	Deliverable	Invoice Due	Cost
Grant Year 1	Progress Report Q1 (October 1 -December 31 2024)	January 15th 2025	$50,000.00
	Progress Report Q2 (January 1 – March 31 2025)	April 15th 2025	$50,000.00
	Progress Report Q3 (April 1 – June 30 2025)	July 15th 2025	$50,000.00
	Progress Report Q4 (July 1 – September 30 2025)	October 15th 2025	$25,000.00
		Subtotal	**$175,000.00**
Grant Year 2	Progress Report Q1 (October 1 -December 31 2025)	January 15th 2026	$50,000.00
	Progress Report Q2 (January 1 – March 31 2026)	April 15th 2026	$50,000.00
	Progress Report Q3 (April 1 – June 30 2026)	July 15th 2026	$50,000.00
	Progress Report Q4 (July 1 – September 30 2026)	October 15th 2026	$20,000.00
		Subtotal	**$175,000.00**
Grant Year 3	Progress Report Q1 (October 1 -December 31 2026)	January 15th 2027	$50,000.00
	Progress Report Q2 (January 1 – March 31 2027)	April 15th 2027	$25,000.00
	Progress Report Q3 (April 1 – June 30 2027)	July 15th 2027	$50,000.00
	Final Report Q4	October 15th 2027	$25,000.00
		Subtotal	**$150,000.00**
		Total	**$500,000.00**

*Contractor agrees that 10% of the overall grant total will be allocated to County for oversight and contract monitoring activities; this amount will be subtracted from the quarterly invoices submitted to the County.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-130

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Amador Tuolumne Community Action Agency (ATCAA) in the Amount of $69,614 for the Homeless Housing Assistance Prevention (HHAP) Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Amador Tuolumne Community Action Agency (ATCAA) in the Amount of $69,614 for the Homeless Housing Assistance Prevention (HHAP) Program; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The HHAP Program is administered by the California Department of Housing and Community Development (“HCD”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-5 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

The requested Subcontractor Agreement for Funds along with all its exhibits ("Agreement") will be entered into by ATCAA and the Subcontractor (the County of Mariposa) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the subcontractor agrees to comply with the terms and conditions of the Agreement, and the requirements appearing in the statutory authority for the Program. The scheduled term period of the agreement is March 1, 2025 to June 30, 2028.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 26, 2021, the Board of Supervisors approved an Agreement with ATCAA for HHAP-3 funds through Resolution Number 2021-596.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, Mariposa County will not be able to participate in this program that would provide funding to meet an immediate challenge for our community.

FINANCIAL IMPACT

None

ATTACHMENTS

1. HHAP 5 CONTRACT Mariposa HHSA

VOTE RESULT

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

Amador Tuolumne Community Action Agency
SUBCONTRACTOR AGREEMENT
State of California Department of Housing and Community Development (HCD)

Agreement Number:
ATCAA: - 24-HHAP-10008
R5

This Agreement is entered into between the Amador Tuolumne Community Action Agency (ATCAA), and the subcontractor named below:
The term of this agreement is: March 1, 2025 – June 30, 2028

The maximum amount of this Agreement is: $69,614

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

Exhibit A:	Authority, Purpose, and Scope of Work	7 pages
Exhibit B:	Budget Detail and Payment Provisions	4 pages
Exhibit C:	Terms and Conditions	10 pages
Exhibit D:	Special Terms and Conditions	2 page
Budget:		1 pages
Logic Model:		1 pages

TOTAL NUMBER OF PAGES ATTACHED: 25 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SUBCONTRACTOR	*ATCAA Use Only*

Subcontractor's Name: County of Mariposa

By (Authorized Signature) Date Signed

Rosemarie Smallcombe, Board of Supervisors Chair
Printed Name and Title of Person Signing

5100 Bullion St, Mariposa, CA 95338
Address

AMADOR TUOLUMME COMMUNITY ACTION AGENCY

By (Authorized Signature) Date Signed

Joeseph Bors, Executive Director
Printed Name and Title of Person Signing
10590 Highway 88, Jackson CA 95642
Address

1. Authority

The State of California has established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) Effective July 10, 2023).

The Program is administered by the California Department of Housing and Community Development ("HCD") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-5 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

The Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by ATCAA and the subcontractor ("Subcontractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the subcontractor agrees to comply with the terms and conditions of the Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

This funding shall:

A) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize housing solutions.

B) Subcontractors of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.

C) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing, including capital and operating costs.

D) Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.

E) Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

F) Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.

G) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3. Definitions

The following HHAP-5 program terms are defined in accordance with Health and Safety Code section 50230, subdivisions (a) – (x):

Additional definitions for the purposes of the HHAP-5 program:

"Initial HHAP-5 Base Allocation": fifty percent (50%) of the eligible city, county or Continuum of Care's HHAP-5 allocation.

"HHAP-5 Planning Allocation": one hundred percent (100%) of the eligible city, county, or Continuum of Care's HHAP-5 planning allocation.

"Initial Supplemental Funding Allocation": one hundred percent (100%) of the eligible city, county or Continuum of Care's share of the one hundred ($100) million Supplemental Allocation.

"Remainder Disbursement": the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care's HHAP-5 base allocation.

"Obligate" means that the subcontractor has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 funding. Subcontractors who receive awards must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.

The subcontractor shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

A) **Permanent housing solutions, including all of the following:**

1) Rental subsidies, including supporting placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
2) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
3) Move-in expenses.
4) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Home key, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the Community Care Expansion Program. Operating subsidies may include operating reserves.
5) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
6) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
7) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based support services to increase housing retention.

8) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.

B. **Interim housing solutions, including all of the following:**
   1) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Governing Code, to include any of the following:
   2) Operating expenses in existing congregate shelter sites.
   3) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
   4) Motel or hotel vouchers.
   5) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
   6) Capital funding to build new non-congregate shelter sites, including construction, rehabilitation, and capital improvement to convert congregate sites into non-congregate sites.
   7) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
   8) Youth-focused services in transitional housing.

C. **Service provisions and systems support including all of the following:**
   1) Services for people experiencing unsheltered homelessness, including street outreach, including but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
   2) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
   3) Systems support for activities necessary to create regional partnerships and maintain homeless services and housing delivery system, particularly for vulnerable populations, including families and homeless youth.
   4) Improvements to existing emergency shelters to lower barriers and increase privacy.
   5) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

SUBCONTRACTOR AGREEMENT
EXHIBIT A: HHAP-5

D. **In addition to the eligible uses described above, the subcontractor's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:**

1) At least 10 percent (10%) of the funds shall be spent on services for homeless youth populations.
2) Not more than 7 percent (7%) of funds may be used for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

Subcontractor shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5. Agency Contract Coordinator

The ATCAA's Contract Coordinator for this Agreement is the ATCAA Housing Program, Central Sierra Continuum of Care, CA-526 or designee. Unless otherwise instructed, any notice, report or other communication requiring Subcontractor signature for this Agreement shall be mailed by first class mail to the ATCAA Housing Director at the following address:

ATCAA Housing Director
Tuolumne, Amador, Calaveras, Mariposa Counties Continuum of Care
10590 Highway 88
Jackson, CA 95642
dcloward@atcaa.org
bgiudici@atcaa.org
accountspayable@atcaa.org
jkraskouskas@atcaa.org
records@atcaa.org

Subcontractor's Contract Coordinator

The Subcontractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subcontractor's Contract Coordinator at the following address:

Subcontractor's Authorized Representative Name:	Rosemarie Smallcombe,
Address:	PO BOX 99 Mariposa CA 95338
Phone:	209-742-0922
Email:	rsmallcombe@mariposacounty.org

6. Effective Date, Term of Agreement, and Deadlines

A) This Agreement is effective upon approval by both ATCAA and Subcontractor as listed on page one, lower left section, Subcontractor Agreement, and signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.

B) This Agreement shall terminate on 06/30/2028

C) A subcontractor shall contractually obligate no less than 75 percent and shall **expend no less than 50 percent of their initial (50 percent) HHAP-5 disbursement by June 30, 2026**. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a subcontractor that it has complied with this requirement and remains on track to meet its outcome goals, as determined by ATCAA pursuant to Health and Safety Code section 50235, ATCAA shall disburse to that recipient the remaining 50 percent of its total HHAP-5 allocation pursuant to Health and Safety Code section 50235.

1) Subcontractor will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by ATCAA.

D) If subcontractor has obligated less than 75 percent (75%) or expended less than 50 percent (50%) of their initial (50 percent 50%) HHAP-5 disbursement by June 30, 2026, the subcontractor shall not contractually obligate or expend any remaining portion of its HHAP-5 initial program%) of its total allocation, unless both of the following occur:

1) **On** or before June 30, 2026, the subcontractor submits an alternative disbursement plan to ATCAA that includes an explanation for the delay.

2) ATCAA approves the alternative disbursement plan.

3) If ATCAA cannot approve an alternative disbursement plan, or HCD cannot approve an alternative disbursement plan, ATCAA, with assistance from HCD will provide the subcontractor with guidance on the revisions needed to approve the alternative disbursement plan.

4) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to ATCAA to be re allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E) All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F) Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall be reverted to ATCAA.

G) Any funds not expended by June 30, 2028, including bonus funds, shall be reverted to and be paid and deposited in, General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

H) ATCAA may request additional information from applicants, as needed, to meet other applicable reporting and audit requirements.

I) **Special Conditions**

ATCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.
Please see HMIS project set up detail form.
Please see Invoice instruction details.

J) **Youth Set Aside**

Health and Safety Code Section 50218.6(e) requires that a program recipient use **at least 10 percent** of their allocation for services for homeless youth populations, which are defined as unaccompanied youth who are between 12 and 24 years old and experiencing homelessness. Funds spent under this provision must still also comply with eligible use requirements of Health and Safety Code section 50220.7(e).

K) **Capacity and Authority to Contract**

By signing this Agreement, subcontractor is certifying that it has the capacity and authority to fulfill the obligations enumerated in this Agreement. Subcontractor further represents that it is authorized to execute this Agreement.

Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

EXHIBIT B: HHAP-5

Budget Detail and Payment Provisions

1. Budget Detail

The Subcontractor agrees that HHAP-5 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practice framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

ATCAA will authorize an advance of up to 25% of total funds prior to first billing. Full advance amount must be paid back to ATCAA prior to final quarterly billing. The amount deducted from each quarterly billing will be agreed upon by ATCAA and Subcontractor.

Consistent with the application or RFP submitted by the Subcontractor in January 2025, ATCAA shall award funds in the form of a grant for the following eligible activities:

1. Outreach and Coordination – $
2. Systems support to create regional partnerships
3. Delivery of permanent Housing
4. Prevention and shelter diversion to permanent housing
5. New navigation centers and Emergency Shelters
6. Strategic homeless planning, Infrastructure Development
7. Administrative costs
8. Rental Assistance, Rapid Re Housing
9. **Youth set aside**
10. Operating Subsidies and reserves
11. Landlord Incentives

Total allocation **$69,614**

Subcontractor's Initials_____

2. General Conditions Prior to Disbursement

General Requirements – All Subcontractors must submit the following forms prior to HHAP-5 funds being released:

A. Request for Funds Form (RFF) submitted to ATCAA to : bgiudici@atcaa.org and jkraskouskas@atcaa.org, dcloward@atcaa.org, records@atcaa.org.

B. Four original copies of the signed Subcontractor Agreement and initialed Exhibits A through D, and

C. Any other documents, certifications, or evidence requested by ATCAA as part of the HHAP-5 application.

D. Contracts may be signed electronically

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HHAP-5 statues. Health and Safety Code Section50214 and 50215 mandate the following:

A. No more than seven percent (7%) of HHAP funds may be used for administrative costs related to the execution of eligible activities.

B. No less than ten percent (10%) of HHAP funds shall be used to establish or expand services meeting the **needs of homeless youth** or youth at risk of homelessness.

C. No less than fifty percent (50%) of HHAP funds shall be contractually obligated by June 30, 2026.

D. One hundred percent (100%) of HHAP funds shall be expended by June 30, 2028.

E. Any funds not expended by June 30, 2028, shall be returned to ATCAA and will then be returned to HCD and will revert to the General Fund.

ATCAA staff will provide ongoing technical assistance and training to support Subcontractors in successfully complying with these deadlines.

HHAP-5 funds may not be obligated and expended prior to the effective date of this Agreement or prior to Subcontractor's receipt of HHAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Health and Safety Code section 50234, subdivision (a)(1)(A) and 50236 and as described in the latest approved HHAP-5 funding plan.

Subcontractor's Initials_____

4. Disbursement of Funds

HHAP-5 funds will be disbursed to the subcontractor upon receipt, review, and approval of the completed RFF by ATCAA for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HHAP-5 funds will be disbursed Quarterly.

5. Budget Changes

After the effective date of this Agreement, the Subcontractor agrees that no changes shall be made to the Subcontractor's HHAP-5 budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from ATCAA. Any changes to this Agreement must be requested by the Subcontractor in writing through submission of a Change Request Form. Changes must be approved in writing by ATCAA. **Please use the RFF form provided to submit monthly draws and record any necessary budget changes requested in a timely manner.**

6. Ineligible Costs

A. HHAP-5 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50234, subdivision (a) (1) (A) and 50236.

B. ATCAA reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Subcontractor uses HHAP-5 funds to pay for ineligible activities, the Subcontractor shall be required to reimburse these funds to ATCAA.

C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designed, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to ATCAA by the Subcontractor. A subcontractor shall be prohibited from applying for future HHAP funds until they have repaid these funds to ATCAA.

   ATCAA, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP funds.

D. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50235 and such activities are included in the approved RFF or are approved in writing by ATCAA prior to the expenditure of funds for those activities.

E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

F. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-5 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Subcontractor and services or housing capacity will be lost as a result of these funds ending, HHAP-5 funds may be used to maintain the service or program. Examples include, but are not limited, a time-limited city and/or county tax or one-time block grant, such as CDBG.

7. Administrative Costs

The Subcontractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the executive of eligible activities to no more than 7 percent (7%) of HHAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.

1. Termination and Sufficiency of Funds

a) Termination of Agreement

ATCAA may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subcontractor. Cause shall consist of violations of any terms or conditions of this Agreement, any breach of contract as described in Paragraph 6 of this Exhibit C; violation of any federal or state laws; or Withdrawal of ATCCA's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by ATCAA, any unexpended funds received by the Subcontractor shall be returned to ATCAA within thirty days of the Notice of Termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to ATCAA by HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Transfers

Subcontractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of ATCAA and a formal amendment to this Agreement to affect such subcontract or novation.

3. Subcontractor's Application for Funds

Subcontractor has submitted to ATCAA an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. ATCAA is entering into this Agreement with Subcontractor on the basis of, and in substantial reliance upon, Subcontractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by ATCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement

Subcontractor warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Subcontractor's knowledge. In the event that any

part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect ATCAA approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then ATCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

4. Reporting/Audits

a) Annual Report

Subcontractors will be responsible for submitting an annual report no later than March 1 of each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by ATCAA. The annual report must provide information on activities through the prior calendar year, including, but not limited to, ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information ATCAA deems appropriate or necessary. Annual reporting includes all CES/HMIS data necessary to complete final submissions to HCD by Administrative Entity. All projects must be recorded in HMIS system according to CA-526 HMIS Policies to assist with annual reporting needs and mandated timelines.

b) Monthly Expenditure Reports

In addition to the annual reports, ATCAA requires the Subcontractor to submit monthly expenditure reports due no later than 30 days following the end of each fiscal quarter. Subcontractor shall submit a report to ATCAA on a form and method provided by ATCAA that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information ATCAA deems appropriate or necessary. If the Subcontractor fails to provide such documentation, ATCAA may require any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i. Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, 50222, and 50223. This information includes the following, as well as any additional information deemed appropriate or necessary by ATCAA:

(1) Data collection shall include, but not be limited, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes

(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Urban Development (HUD) from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by ATCAA in consultation with representatives of state and local agencies, service providers, the Legislation, and other stakeholders.

(c) Any other metrics deemed appropriate by ATCAA and developed in coordination with representatives.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the Subcontractor's outcome goals. If significant progress toward outcome goals has not been made, the Subcontractor shall:

(a) Submit a description of barriers and possible solutions to meet those barriers

(b) Accept technical assistance from ATCAA and HCD as required

(c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by ATCAA

ii. Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-5 funding including, but not limited to obligated funds, expended funds, and other funds derived from HHAP-5 funding

iii. Final Expenditure Plan: During the final fiscal year of reporting, Subcontractor may be required to include a plan to fully expend HHAP-5 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by ATCAA

iv. Subcontractor must report client data into the CSCoC Homeless Management Information System (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)

v. ATCAA may require additional supplemental reporting with written notice to the Subcontractor.

vi. Subcontractor may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

ATCAA reserves the right to perform or cause to be performed a financial audit. At the request of ATCAA, the Subcontractor shall provide, at its own expense, a financial audit prepared by a certified public accounting, HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Subcontractor shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant

ii) The Subcontractor shall notify ATCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by ATCAA to the independent auditor's working papers.

iii) The Subcontractor is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Subcontractor must submit a detailed response acceptable to ATCAA for each audit finding within 90 days from the date of the audit report.

5. Inspection and Retention of Records

a) Record Inspection

The Subcontractor agrees that ATCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide ATCAA or its designee, with any relevant information requested. The Subcontractor agrees to permit ATCAA or its designee access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention laws, the HHAP-5 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records ATCAA identifies noncompliance with grant requirements, ATCAA retains the right to impose a corrective action plan on the Subcontractor.

b) Record Retention

The Subcontractor further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Pubic Records Act

The Subcontractor's final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6. Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

i) Subcontractor's failure to comply with the terms or conditions of this Agreement.

ii) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to ATCAA in law or equity for breach of this Agreement, ATCAA may:

i)Bar the Subcontractor from applying for future HHAP funds;

ii) Revoke any other existing HHAP-5 award(s) to the Subcontractor;

iii) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement;

iv) Require repayment of HHAP-5 funds disbursed and expended under this Agreement;

v) Require the immediate return to ATCAA all funds derived from the use of HHAP-5 funds

vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-5 requirements.

c) All remedies available to ATCAA are cumulative and not exclusive.

d) ATCAA may give written notice to the Subcontractor to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of ATCAA to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Subcontractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of ATCAA to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Subcontractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subcontractors shall ensure that the elevation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subcontractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12990 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit.2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of Government Code (Cal. Code, §§ 11135 – 11139.5). Subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Subcontractors are subject to State and Federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest

in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or pubic employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Subcontractor with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.

c) Employees of the Subcontractor: Employees of the Subcontractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subcontractor, hereby certifies, under penalty of perjury under the laws of State of California, that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section (8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, contractors, or subcontractors about all of the following:

i) The dangers of drug abuse in the workplace;

ii) Subcontractor's policy of maintaining a drug-free workplace;

iii) Any available counseling, rehabilitation, and employee assistance programs; and

iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:

i) Will receive a copy of Subcontractor's drug-free policy statement, and

ii) Will agree to abide by terms of Subcontractor's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract or Subcontract Agreement in excess of $100,000, the Subcontractor acknowledges in accordance with Public Contract Code 7110, that:

a) The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information

and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Contractors/Subcontractor

The Subcontractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of ATCAA prior to disbursement of funds. The Subcontractor shall ensure that all of its subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 funds. Failure to comply with these conditions may results in termination of this Agreement.

a) The Agreement between ATCAA and Subcontractor and any of its subcontractors shall require the Subcontractor and its Subcontractors, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subcontractor or any of its subcontractor in performing the Work or any part of it.

iv) Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Subcontractor agrees to comply with State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Subcontractor, its subcontractors, and all eligible activities.

Subcontractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subcontractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subcontractor shall provide copies of permits and approvals to ATCAA upon request.

14. Inspections

a) Subcontractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

b) ATCAA reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

c) Subcontractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or subcontractor until it is corrected.

15. Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of ATCAA, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Subcontractor shall notify ATCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or ATCAA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of ATCAA.

SUBCONTRACTOR AGREEMENT
EXHIBIT D: HHAP-5
Special Terms and Conditions

1. All proceeds from any interest-bearing account established by the Subcontractor for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subcontractors to Subcontractor for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities and reported on as required by ATCAA.

2. Per Health and Safety Code Section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to, emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institution Code Section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-5 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3. The Subcontractor shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5 funded projects, services, and clients. Subcontractor will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-5 funding (e.g., by using appropriate HHAP-5 specific funding sources and project codes in HMIS). (See examples of project setups attached).

4. Subcontractor shall participate in and provide data elements, including but not limited to, health information, in a manner consistent with federal law, through ATCAA, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with the existing Data Use Agreement entered into with ATCAA, if any, and as required by Health and Safety Code section 50234(b) and 50220.6 and Welfare and Institution Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information", as defined in subdivision (j) of Section 56.05 of the Civil Code. ATCAA may, as required by operational necessity, amend, or modify required data elements disclosure formats, or disclosure frequency. Additionally, ATCAA, at its discretion, may provide Subcontractor with aggregate reports and analytics of the data Subcontractor submits to HDIS though ATCAA in support of the Purpose of this Agreement and the existing Data Use Agreement.

Subcontractor's Initials_____

EXHIBIT D: HHAP-5

Special Terms and Conditions

5. Subcontractor agrees to accept technical assistance as directed by ATCAA or by a contracted technical assistance provider acting on behalf of ATCAA and report to ATCAA on programmatic changes the Subcontractor will make as a result of the technical assistance and in support of their grant goals.

6. Subcontractor agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the Subcontractor shall use data provided through ATCAA and HDIS to analyze racial disproportionality in homeless populations and, in partnership with ATCAA, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7. Subcontractor should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

8. **ATCAA** reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

9. The intent of this Agreement is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. This Agreement represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program (HHAP) Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to the encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D Section 1(B) once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

Subcontractor's Initials_____

HOUISNG FIRST ACTION MONITORING TOOL

HOUISNG FIRST – Yes Use This	- No Do Not Use This	Signed Agreement by Funded Entity

Remove Unnecessary Barriers to Housing

• Application decisions are quick, clear and transparent • Employ Harm Reduction approach to substance abuse • Reasonable accomodations offered to the screening and application process	• Deny many housing applications and reequire lengthy appeals process for approval • Require clean and sober living • Applicants rejected due to not being “housing ready”	PLEASE SIGN HERE

Offer Services, Not Require Them

• Engage with clients to build a service plan that suits their needs • Help clients understand how services help them maintain housing	• Impose consequences for lack of participation in services • Expect clients to participate in services that are not beneficial to them	PLEASE SIGN HERE

Allow for Client Choice in Housing Placement

• Ask clients about their priorities for housing • Provide housing with attractive location and amenities	• Place clients in housing without discussing whether it meets their needs • Limit the number of times a client can decline a housing referral	PLEASE SIGN HERE

HOUISNG FIRST – Yes Use This	- No Do Not Use This	Signed Agreement by Funded Entity

Meet Clients Where They Are

• Ensure clients have a complete understanding of house rules and behavior expectations • Understand clients' housing barriers and work with them to make progress in addressing them • Allow clients the same freedoms afforded to other renters in the area • Prevent eviction whenever possible	• Issue written demerits or warnings for rule violations without discussing how to avoid the violation • Initiating eviction process due to minor rules violations • Creating rules that are stricter than those for standard renters in the area	**PLEASE SIGN HERE**

Build client Success into Policies

• Provide proactive updates and maintenance of service plans • Communicate clear and accessible written policies to relay and report issues with units and services • Produce timely and consistent action steps to resolve concerns and maintain housing • Allot space and provide resources for a wide array of services • Practice respect for tenant rights and privacy	• Practicing inconsistent and ever-changing policies and procedures • Having undetermined and undistringuishable timelines for client follow up • Providing inadequate resources and space to sustain supportive services	**PLEASE SIGN HERE**

Monitor Annually for current signature accepting Housing First for Project.

PROJECT INFORMATION		
CoC Code	CA-526	
Operating Start and Stop Dates	Start Date:	Stop Date (if ended):
Project Name		
Is this a C0C Project?	[ ] YES [ ] NO	
Is this an HMIS Project?	[ ] YES [ ] NO	
Project Type (Select 1)	Lodging ☐ Emergency Shelter ☐ PH – Housing Only ☐ PH – Housing with Services (no disability required for entry) ☐ PH - Permanent Supportive Housing (disability required for entry) ☐ PH - Rapid Re-Housing ☐ Safe Haven ☐ Transitional Housing Services ☐ Coordinated Assessment ☐ Day Shelter ☐ Homelessness Prevention ☐ Other ☐ Services Only ☐ Street Outreach	
If Services Only for Project Type, is it affiliated with residential project(s)?	☐ No ☐ Yes	
If affiliated with residential project(s), supply project codes		
Method for tracking emergency shelter utilization	☐ Entry/Exit Dates ☐ Night by Night	
Housing Type	☐ Site based – Single Site ☐ Site based- clustered/multiple sites ☐ Tenant based-Scattered sites	
Target Population	☐ Domestic Violence Victims ☐ Persons with HIV/AIDS ☐ Not Applicable	

Funding Source(s) If more than one, please add grant information for each)	☐ HUD:CoC – Homelessness Prevention (High Performing Comm. Only) ☐ HUD:CoC – Permanent Supportive Housing ☐ HUD:CoC – Rapid Re-Housing ☐ HUD:CoC – Supportive Services Only ☐ HUD:CoC – Transitional Housing ☐ HUD:CoC – Safe Haven ☐ HUD:CoC – Single Room Occupancy (SRO) ☐ HUD:ESG – Emergency Shelter (operating and/or essential services) ☐ HUD:ESG – Homelessness Prevention ☐ HUD:ESG – Rapid Rehousing ☐ HUD:ESG – Street Outreach ☐ HUD:Rural Housing Stability Assistance Program ☐ HUD:HOPWA – Hotel/Motel Vouchers ☐ HUD:HOPWA – Housing Information ☐ HUD:HOPWA – Permanent Housing (facility based or TBRA) ☐ HUD:HOPWA – Permanent Housing Placement ☐ HUD:HOPWA – Short-Term Rent, Mortgage, Utility assistance ☐ HUD:HOPWA – Short-Term Supportive Facility ☐ HUD:HOPWA – Transitional Housing (facility based or TBRA) ☐ HUD:HUD/VASH ☐ HHS:PATH – Street Outreach & Supportive Services Only ☐ HHS:RHY – Basic Center Program (prevention and shelter) ☐ HHS:RHY – Maternity Group Home for Pregnant and Parenting Youth

	☐ HHS:RHY – Transitional Living Program ☐ HHS:RHY – Street Outreach Project ☐ HHS:RHY – Demonstration Project** ☐ VA: Community Contract Emergency Housing ☐ VA: Community Contract Residential Treatment Program*** ☐ VA: Domiciliary Care*** ☐ VA: Community Contract Safe Haven Program*** ☐ VA: Grant and Per Diem Program ☐ VA: Compensated Work Therapy Transitional Residence*** ☐ VA: Supportive Services for Veteran Families ☐ Other
Please specify if Other Funding Source	

GRANT INFORMATION	
Grant Identifier	
Grant Start Date	
Grant End Date	
Comments	

SITE INFORMATION	
Information Date:	_____ /_____ /_____
Geo-Code	☐ 069005 Amador County ☐ 069009 Calaveras County ☐ 069043 Mariposa County ☐069109 Tuolumne County
Housing Type	☐ Single Site – Single Building ☐ Single Site – Multiple Buildings ☐ Multiple Sites
Site Address *(Use office address if for DV shelter or scattered sites)*	

BED/UNIT INVENTORY			
ANSWER THE FOLLOWING FOR THE INDICATED HOUSEHOLD TYPE:	**HOUSEHOLDS WITHOUT CHILDREN**	**HOUSEHOLDS WITH AT LEAST ONE ADULT AND ONE CHILD**	**HOUSEHOLDS WITH ONLY CHILDREN (NO ADULTS)**
Inventory Start Date/Stop Date	**Start** **Stop**	**Start** **Stop**	**Start** **Stop**
Bed Type (Emergency Shelters Only)	☐ Facility Based ☐ Voucher ☐ Other	☐ Facility Based ☐ Voucher ☐ Other	☐ Facility Based ☐ Voucher ☐ Other
Availability	☐ Year-round ☐ Seasonal ☐ Overflow	☐ Year-round ☐ Seasonal ☐ Overflow	☐ Year-round ☐ Seasonal ☐ Overflow

(Emergency Shelters Only)				
Total Bed Inventory – How many beds are available for this household type?				
Unit Inventory - How many units are available for this household type?				
Of the total bed inventory for this household type, how many beds are designated for:	CH Veteran		CH Veteran	
	Youth Veteran		Youth Veteran	
	Veteran		Veteran	
	CH Youth		CH Youth	
	Youth		Youth	
	Chronically Homeless		Chronically Homeless	
	Non-Dedicated		Non-Dedicated	

AGENCY USE ONLY			
Primary Contact Name, Title			
Telephone Number		Email Address	
Alternate Contact Name, Title			
Telephone Number		Email Address	

The following instructions are designed to aid in determining how to fill out fields that may be less than obvious as to the information required. Many fields are self-explanatory.

For complete and specific instructions for each field refer to the HUD 2020 Data Standards Manual
https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf

1. **Project Name:** Project name should be descriptive and unique to avoid confusion if similar type of project is created in the future. Avoid putting a project year in the name as the project may be funded in future years.

2. **Operating Start Date:** The first day on which a project provided (or will provide) services and/or housing. For projects that began operating prior to October 1, 2012, the start date may be estimated if it is not known. Projects that are fully funded but have not yet begun operating may be entered with a future project start date that reflects the date the project will begin providing services. *(from HUD 2020 Data Standards Manual)*

3. **Operating End Date:** The last day on which the project provided or is expected to provide services and/or housing. It may be a date in the future; it may also be blank if the project is expected to continue operating indefinitely. *(from HUD 2020 Data Standards Manual)*

4. **COC Project:** A project within the geographic boundaries of the Continuum(s) of Care served by the HMIS whose primary purpose is to meet the specific needs of people who are homeless by providing lodging and/or services. A continuum project is not limited to those projects funded by HUD and should include all of the Federal Partner projects and all other federally or non-federally funded projects functioning within the continuum. *(from HUD 2020 Data Standards Manual)*

5. **Is this an HMIS participating project? Yes or No**

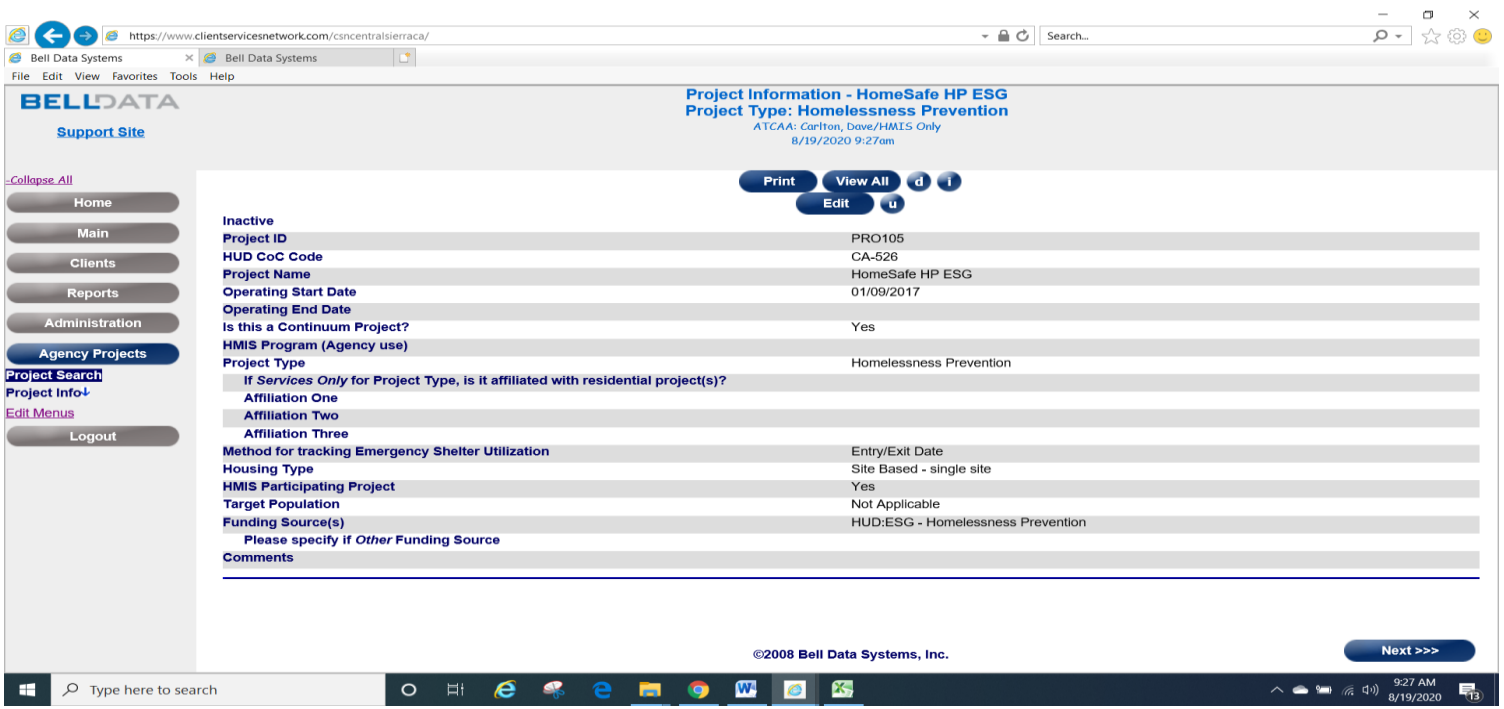
Subcontractor's Initials_____

a. **"No"** indicates that no persons residing in or being served by this project have client data collected about them in the Universal Data Elements, Common Data Elements, and Federal Partner Program Specific Elements in the Continuum's HMIS.
b. **"Yes"** indicates that all persons residing in or being served by this project have client data collected about them in the Universal Data Elements, Common Data Elements, and Federal Partner Program Specific Elements in the Continuum's HMIS.

6. **Grant Identifier:** It is best to use the contract number from the grant funding the project. If listing more than one Funding source, then grant information specific to that funding source will be required.

Information from the Project Information form is entered into the screen forms below by the HMIS System Administrator.

Example shown is a completed record of an ATCAA Project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BELLDATA
Support Site
Project Information - HomeSafe HP ESG
Project Type: Homelessness Prevention
ATCAA: Carlton, Dave/HMIS Only
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Project Search
Project Info
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Print
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Inactive
Project ID PRO105
HUD CoC Code CA-526
Project Name HomeSafe HP ESG
Operating Start Date 01/09/2017
Operating End Date
Is this a Continuum Project? Yes
HMIS Program (Agency use)
Project Type Homelessness Prevention
If Services Only for Project Type, is it affiliated with residential project(s)?
Affiliation One
Affiliation Two
Affiliation Three
Method for tracking Emergency Shelter Utilization Entry/Exit Date
Housing Type Site Based - single site
HMIS Participating Project Yes
Target Population Not Applicable
Funding Source(s) HUD:ESG - Homelessness Prevention
Please specify if Other Funding Source
Comments
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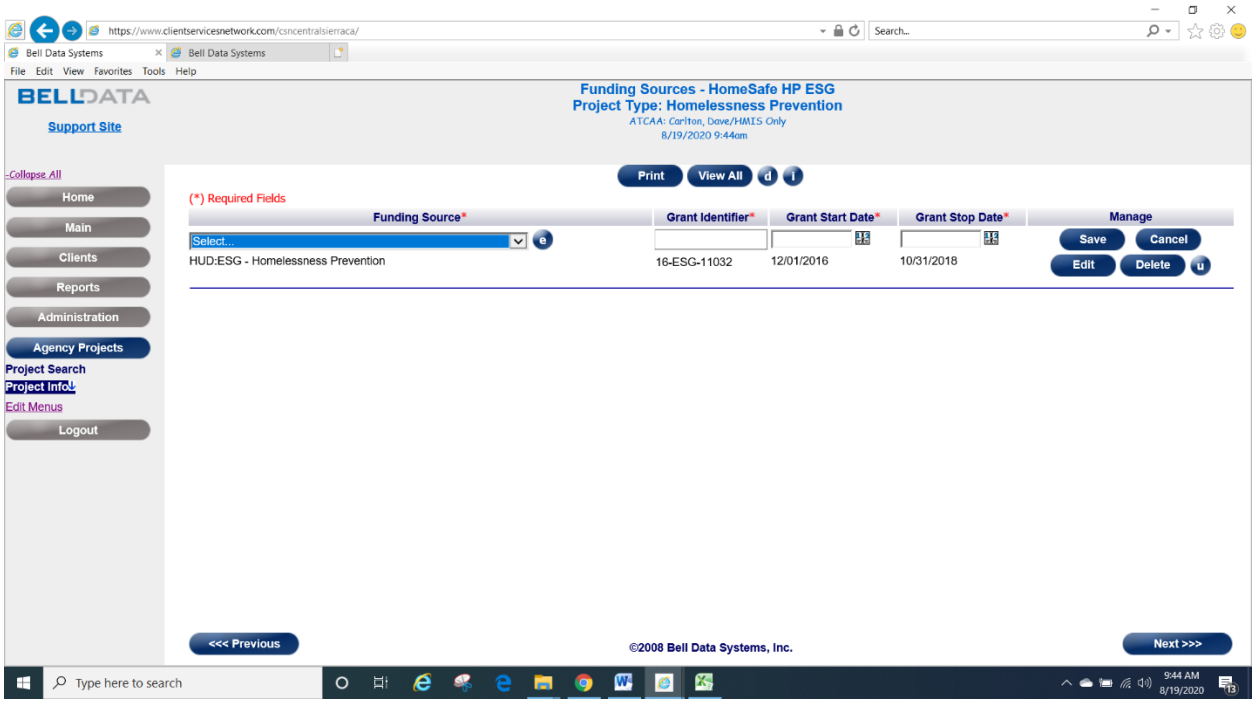
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Support Site
Funding Sources - HomeSafe HP ESG
Project Type: Homelessness Prevention
ATCAA: Carlton, Dave/HMIS Only
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Reports
Administration
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Project Search
Project Info
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Grant Stop Date*
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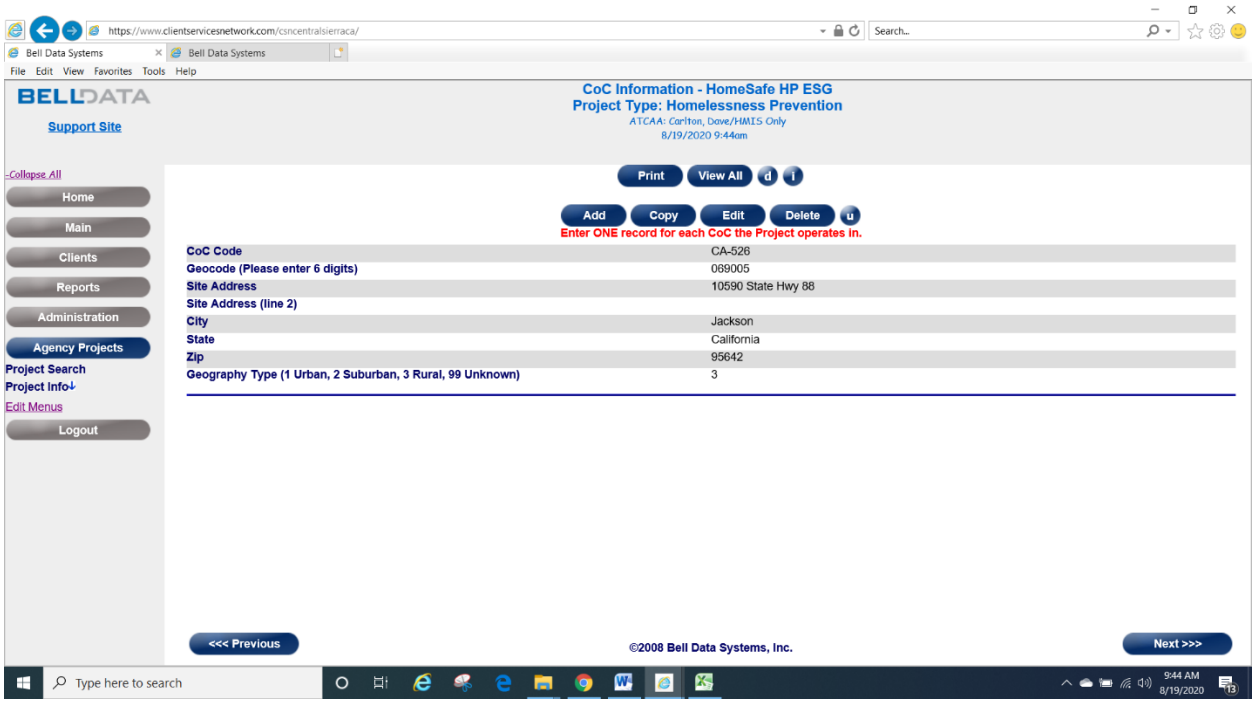
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ATCAA: Carlton, Dave/HMIS Only
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Clients
Reports
Administration
Agency Projects
Project Search
Project Info
Edit Menus
Logout
Print
View All
Add
Copy
Edit
Delete
Enter ONE record for each CoC the Project operates in.
CoC Code CA-526
Geocode (Please enter 6 digits) 069005
Site Address 10590 State Hwy 88
Site Address (line 2)
City Jackson
State California
Zip 95642
Geography Type (1 Urban, 2 Suburban, 3 Rural, 99 Unknown) 3
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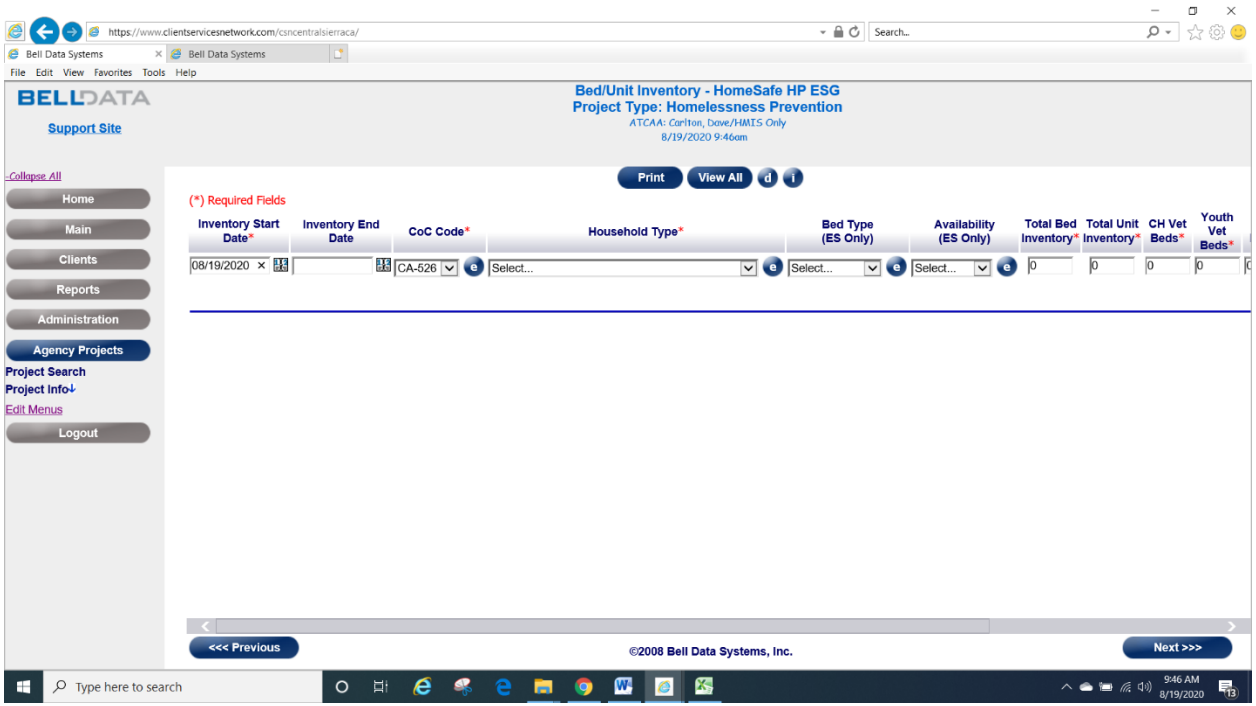
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Support Site
Bed/Unit Inventory - HomeSafe HP ESG
Project Type: Homelessness Prevention
ATCAA: Carlton, Dave/HMIS Only
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(*) Required Fields
Inventory Start Date*
Inventory End Date
CoC Code*
Household Type*
Bed Type (ES Only)
Availability (ES Only)
Total Bed Inventory*
Total Unit Inventory*
CH Vet Beds*
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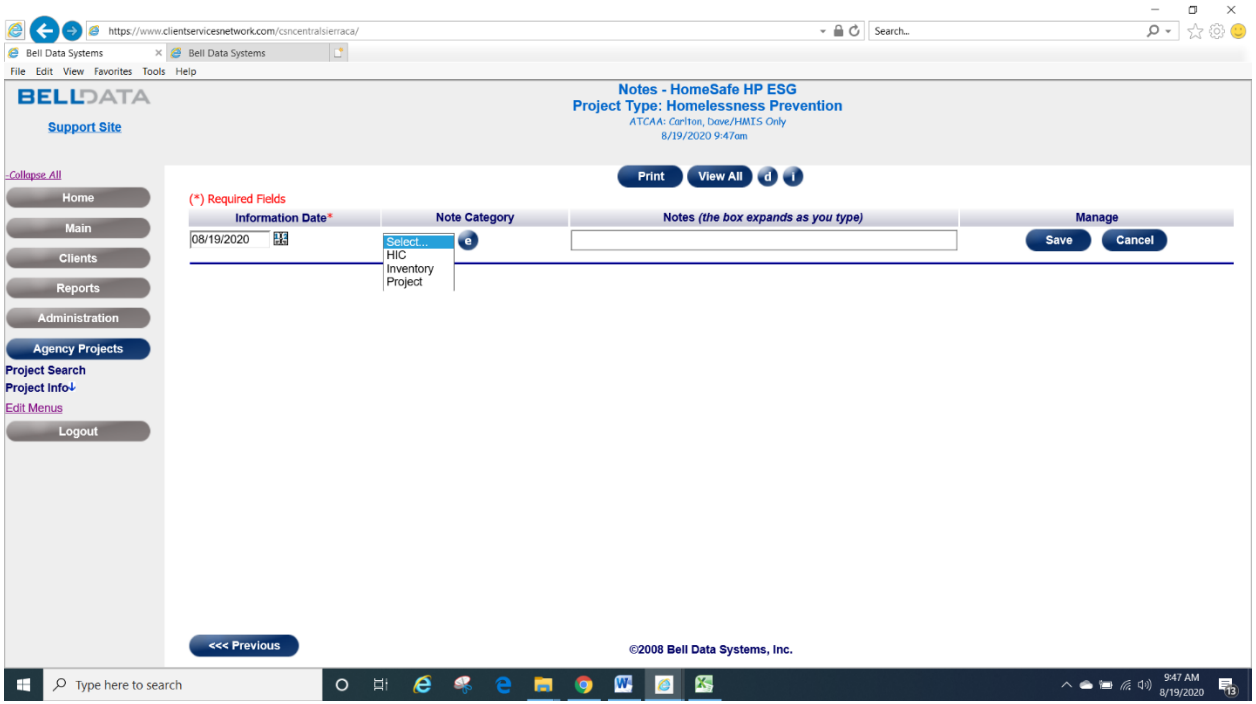

Subcontractor's Initials_____

Amador Tuolumne Community Action Agency **ATCAA**
10590 Highway 88, Jackson, CA 95642 **209-223-1485**

HOMELESS HOUSING ASSITANCE AND PREVENTION PROGRAM
HHAP-Subcontractor Request for Funds Form (RFF)

Contract Number: 24-HHAP-5 **Expiration Date: 6/30/2028**
Invoice Number: 01 **Subcontractor:** Mariposa HHS
Contact Person: Randy Ridenhour
Contact Person Title: Fiscal officer E-Mail:rridenhour@mariposacounty.org
Phone Number: 209-742-0922

HHAP R 5- EXPENDITURES BREAKDOWN

This billing is for the period of _____to_____.

BUDGET BREAKDOWN Proposed	Approved	REQUEST Draw Amount
Rapid Rehousing Rental subsidies and case management		
Rapid Rehousing Incentives to landlords-deposits-fees		
Delivery of Permanent Hsg.		
Operating Subsidies – Perm. Housing		
Operating Subsidies – Interim Housing		
Interim Sheltering		
Improvements to Existing Emergency Shelters		
Street Outreach		
Service Coordination		
Systems Support		
HMIS		
Youth Set Aside 10%		
Admin. 7%		
TOTAL	**$69,614**	

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subcontractor Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Name of Authorized Person: Randy Ridenhour	**Date:**
Signature of Authorized Person	**Date**

ATCAA Use Only

ATCAA Authorizing Approval Signature	**Date**

LOGIC MODEL

COUNTY: Applicant: **Project:**

Need	Service	Outcome	Projected Indicator	Actual Indicator	Date of Report	Data Procedure	Frequency
						HMIS report	

Total Award: $69,614

Time Period: 03-01-2025 – 06-30-2028

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-131

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Increase in Extra Help Hours from 999 Hours to 1,300 Hours for Two (2) Extra Help Maintenance Worker I/II Positions at the Solid Waste and Recycling Facility, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve an Increase in Extra Help Hours from 999 Hours to 1,300 Hours for Two (2) Extra Help Maintenance Worker I/II Positions at the Solid Waste and Recycling Facility, Effective Immediately.

The Solid Waste & Recycling Facility recently faced a prolonged full-time vacancy. To address the staffing shortage, additional hours were assigned to existing extra-help staff. Increasing work hours for current employees supports operational continuity, ensures consistent training, and helps maintain staffing levels, reducing the need for additional temporary hires.

Extra help positions can work up to 860 hours. The Department Head & Human Resources Director can approve up to 999 hours based on need. Hours up to 1,300 require the Board's approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has previously approved additional extra help hours.

Resolution 2025-066.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; remove the two (2) extra help employees from the schedule/service when they reach the allowable hours. Increase already short-staffing issues or maintain the current level of service by hiring more extra help positions and training them to replace the vacancies.

FINANCIAL IMPACT

There is no impact to the General Fund. There is sufficient funding in the FY24/25 budget to cover the costs of the additional hours.

ATTACHMENTS

1. Resolution 2025-066

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING:	February 18, 2025
TO:	The Board of Supervisors
FROM:	Chris Bernard, Interim Division Chief, Chris Trindade, Interim Unit Chief
RE:	Approve an Increase in Extra-Help Hours from 860 Hours to 1300 Hours for the Reserve Firefighter I/FAE Position in the Mariposa County Fire Department

RECOMMENDATION AND JUSTIFICATION

Approve an Increase in Extra-Help Hours from 860 Hours to 1300 Hours for the Reserve Firefighter I/FAE Position in the Mariposa County Fire Department.

Authorize an Increase in Extra-Help Hours for the Reserve Firefighter I/FAE positions 860 Hours to 1,300 Hours. Extra-Help personnel can work up to 860 hours in a fiscal year and the board can authorize upto 1,300 Extra-Help hours. The Reserve Firefighter program is an ongoing program that to this point has proven to be successful. There is limited hours allowed due to the nature of the position, which require additional personnel hiring and training to be able to respond with county fire apparatus to emergency incidents. Requests to increase hours for these employees will allow the fire department to continue to take advantage of training and staffing through the fiscal year vs employees timing out and thus having to hire more numbers to compensate.

The Fire Department is ever evolving and exploring options to provide an increased service to our community. Extra Help employees are currently the option being utilized. Emergency public service require more training and time on the job to gain experience than in a traditional position, so it's important to keep continuity with the same personnel as much as possible. An increase in allowable hours will provide additional time to gain experience and training and allow this program to provide service back to the community and support our volunteers.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 4th, 2024, the Board adopted Resolution 2024-534, which reclassified Reserve Firefighter II to the Fire Apparatus Engineer (FAE).

On February 6th, 2024, the Board adopted Resolution 2024-39 and approved an increase in extra help hours.

On February 1, 2022, the Board adopted Resolution 2022-83, approving new Reserve Firefighter Positions I/II. After an advertisement and interview process, Mariposa County Fire hired 4 such positions in July, and in October of this year, these first-ever paid Firefighters began their shifts. Since then, we have 8-10 Firefighters in Position I/II to staff 7 days a week.

On December 6, 2022 the Board adopted Resolution 2022-672 authorizing increased Reserve Firefighter I/II Extra Help hours to increase to 1300 hours. This is an annual request to allow our Reserves an increased opportunity to utilize their training and gain experience to provide invaluable service to our community and support our volunteers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not extend Reserve Firefighter I/FAE Extra Help employees to 1300 hours and remove them from the schedule/service when they reach the current allowable 860 hours. To maintain the same level of service, hire more positions and train to replace the vacancies.

FINANCIAL IMPACT

No change in budget is required. Extra Help line supported through Assistance By Hire revenue.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-132

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve the Annual Regional Surface Transportation Program (RSTP) Agreement with Mariposa County; and Authorize the Board of Supervisors Chair to Sign Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Annual Regional Surface Transportation Program (RSTP) Agreement with Mariposa County; and Authorize the Board of Supervisors Chair to Sign Agreement.

Caltrans has notified Mariposa County of its opportunity to exchange $236,573.00 of Federal RSTP apportionment for State Funds. The opportunity to exchange and claim these funds occurs each fiscal year and allows the County to use these funds to supplement the Road Division Budget. These funds will be realized in FY 2025/2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Regional Surface Transportation Program in 1991. Mariposa County annually authorizes this participation and exchange. FY 2023/2024 the County approved signing the agreement with Resolution #2024-188.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request will result in the loss of RSTP Funds for Road Division Maintenance. Roads Division Budget #3300-300-45251 would be negatively impacted.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 5940157 ME - Title

VOTE RESULT

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

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 MARIPOSA
District County

Agreement No. X25-5940(157)
AMS Adv ID:1025000151

THIS AGREEMENT is made on _____, by the COUNTY of MARIPOSA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

$157,715.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2024/2025.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
Mekbib Woldegebriel	Accounting Officer	Date 03/04/2025	$236,573.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $78,858.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2024/2025.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed $236,573.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within

such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA	COUNTY OF MARIPOSA
Department Of Transportation	
By: _____	By: _____
Office of Project Management Oversight Division of Local Assistance	Title: Board Chair
Date_____	Date: April 8, 2025

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 25-004

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Annual Regional Surface Transportation Program (RSTP) Agreement with Mariposa County Local Transportation Commission (MCLTC); and Authorize the Executive Director of the MCLTC to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve Annual Regional Surface Transportation Program (RSTP) Agreement with Mariposa County Local Transportation Commission (MCLTC); and Authorize the Executive Director of the MCLTC to Sign the Agreement.

Caltrans has notified MCLTC of its opportunity to exchange $141,859.00 of Federal RSTP apportionment for State Funds. The opportunity to exchange and claim these funds occurs each fiscal year and allows the County to use these funds to supplement the Road Division Budget. These funds will be realized in FY 2025/2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Regional Surface Transportation Program in 1991. Mariposa County Local Transportation Commission annually authorizes this participation and exchange. FY 2023/2024 the MCLTC approved signing the agreement with Resolution #2024-004.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request will result in the loss of RSTP Funds for Road Division Maintenance. Roads Division Budget #3300-300-45251 would be negatively impacted.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 6139055 RTPA - Title

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Jenni Kiser

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

FEDERAL APPORTIONMENT EXCHANGE PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION
REGIONAL TRANSPORTATION PLANNING AGENCY

District: 10
Agency: Mariposa County Local Transportation Commission

Agreement No. X25-6139(055)
AMS Adv ID:1025000145

THIS AGREEMENT is made on _____, by Mariposa County Local Transportation Commission, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of federal apportionments made available to STATE for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program/Regional Surface Transportation Block Grant Program [RSTP/RSTBGP] funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP/RSTBGP apportionment:

$141,859.00 for Fiscal Year 2024/2025

The above referenced portion of RTPA's estimated annual RSTP/RSTBGP apportionment is equal to the estimated total RSTP/RSTBGP apportionment less (a) the estimated minimum annual RSTP/RSTBGP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP/RSTBGP minimum apportionment, and (c) those RSTP/RSTBGP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP/RSTBGP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Mariposa County.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Helga Siu Accounting Officer | Date 3/6/2025 | $ 141,859.00

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP/RSTBGP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed $141,859.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP/RSTBGP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other public transportation agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 6 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP/RSTBGP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) RTPA will assure that its fund recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse fund moneys due STATE within 30 days of demand, or within such other period as may be agreed In writing between the parties, hereto, STATE is authorized to intercept and withhold future payments due RTPA and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to only RTPA for travel and subsistence expenses of RTPA forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department of Transportation

By: _____ Office
of Project Management Oversight
Division of Local Assistance

Date: _____

Mariposa County Local Transportation Commission

By: _____

Title: Executive Director – MCLTC

Date: April 8, 2025

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Accept the Resignation and Recognize the Service of Amanda Meek from the Social Services Transportation Advisory Council (SSTAC); and Appoint Catherine Chase-Lopez to the SSTAC as the Social Services Transportation Provider Member with a Term Expiring April 8, 2028

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Amanda Meek from the Social Services Transportation Advisory Council (SSTAC); and Appoint Catherine Chase-Lopez to the SSTAC as the Social Services Transportation Provider Member with a Term Expiring April 8, 2028.

With this action there will be 5 vacancies remaining on this council.

Appointments, term expiration, and vacancies have been advertised according to the Maddy Act.

The SSTAC is a standing committee required by Section 99238 of the Public Utilities Code that annually participates in the identification of transit needs, including unmet transit needs in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Appointments and re-appointments for SSTAC members have been brought before the Commissioners, updating the membership in the past. According to the Bylaws of the SSTAC, it is required that the Local Transportation Commission (LTC) approve the appointments of all council members. The council continues to actively pursue the recruitment of new memberships.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving the appointments and re-appointments of council members could place the SSTAC in non-compliance with Section 99238 of the Public Utilities Code.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Appointment Letter Catherine Chase-Lopez 4-8-25**
2. **Amanda Meek - Thank You 4-8-25**
3. **Application - Redacted**

VOTE RESULT

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

Mariposa County Local Transportation Commission

Commissioners
District 1……...Rosemarie Smallcombe
District 2……....Shannon Poe
District 3……Danette Toso
District 4…….....Jenni Kiser
District 5……Miles Menetrey

Shannon Hansen
Executive Director, MCLTC
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

April 8, 2025

Catherine Chase-Lopez
Mariposa County Health and Human Services
PO Box 99
Mariposa, CA 95338

Re: Social Services Transportation Advisory Council

Dear Catherine Chase-Lopez:

I am pleased to inform you that at the regular meeting on April 8, 2025, the Local Transportation Commission took action and appointed you to the Social Services Transportation Advisory Council as Social Services Transportation Provider. Your term will expire on April 8, 2028. The department assigned to this Council is the Public Works Department, Transportation Planning Division.

Should you have any questions, please feel free to contact Public Works Department, Transportation Planning (209) 966-5356 or email Jeannie Morvay-Clayton at jclayton@mariposacounty.org for additional information.

Congratulations on your appointment. We appreciate your willingness to serve your community on this committee.

Sincerely,

Danette Toso, Chair
Local Transportation Commission

cc: Public Works Department, Transportation Planning file

Mariposa County Local Transportation Commission

Commissioners
District 1……...Rosemarie Smallcombe
District 2……....Shannon Poe
District 3……Danette Toso
District 4……...Jenni Kiser
District 5……Miles Menetrey

Shannon Hansen
Executive Director, MCLTC
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

April 8, 2025

Amanda Meek
Health and Human Services Agency
PO Box 99
Mariposa, CA 95338

Re: Social Services Transportation Advisory Council

Dear Amanda Meek:

The Local Transportation Commission would like to take this opportunity to thank you for serving as a member on the Social Services Transportation Advisory Council as Social Service Provider for Persons of Limited Means. It was a pleasure working with you, and we appreciate the dedication that you provided to the council. Your knowledge and contributions were an asset to the council. We wish you success in all your future endeavors.

Sincerely,

Danette Toso, Chair
Local Transportation Commission

cc: Public Works Department, Transportation Planning file

RECEIVED

MAR 06 2025

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

Name of Board, Commission or Committee for which you are applying: Social Services Transportation Advisory Council

Supervisorial District in which you Reside: 3

Length of Residency in the County: 31 years

First Name: Catherine

Last Name: Chase - Lopez

Mailing Address: [redacted]

Email Address: clopez@mariposacounty.org

Are you Over 18 Years of Age: Yes

Employment Status: Employed

Employer's Name: Mariposa County Health and Human Services Agency

Employer's Address: 5362 Lemee Ln., Mariposa, CA 95338

Day Telephone Number: [redacted]

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee: Aligns with new role, gain insight into local transportation relationships, familiarize with issues and ongoing projects

Please list prior/current appointments to other Boards/Commissions/Committees: current - Parks and Recreation Commission

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Gaining experience with transportation in new role as Senior Admin. over Operations/Transportation with HHSA.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain: I work for the County of Mariposa, but do not hold a position that would conflict with serving on this Counsel.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
No.	Mon. - Fri. 8am - 5pm	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 03/05/2025 Signature: C. Chase-Lynez

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-133

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Authority of the Public Works Director to Waive Encroachment Fees and the Closure of County Streets and Roads as Necessary for Non-Profit Organizations Submitting Encroachment Permits for Local Events and Requesting a Fee Waiver

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RECOMMENDATION AND JUSTIFICATION

Approve Authority of the Public Works Director to Waive Encroachment Fees and the Closure of County Streets and Roads as Necessary for Non-Profit Organizations Submitting Encroachment Permits for Local Events and Requesting a Fee Waiver.

Currently, each encroachment waiver request is submitted individually, with Public Works processing multiple requests each month. Granting authorization would enable the Public Works Director to approve encroachment permit waivers without requiring staff to submit separate board items for each non-profit request. This change would streamline the process, saving time for both the department and the Board. Additionally, authorization would allow the Director to approve road closures for events as needed. Public Works would still require all necessary documentation for encroachment permit applications and fee waiver requests, including the encroachment permit, assemblage permit (if applicable), event map, event letter, event flyer, and event certificate of insurance.

Historically, events requesting encroachment permit fee waivers include, but are not limited to: Mariposa Museum & History Center - Cowboy Day, Hornitos Patrons Club - Enchilada Dinner, Hincapie - Bike Race, 4-H Citizenship Group - MS Bike-A-Thon, Mariposa County Health Department - Paseo Run, Hornitos Patrons Club - Indian Gulch Run, Las Mariposas Civil War Group - Civil War Reenactment, Mariposa County Health & Wellness - Path to Wellness Fair, Mariposa County Chamber of Commerce - Butterfly Parade, Mariposa-Yosemite - Art, Wine & Wheels, Mariposa Certified Famers Market - Farmers Market, Mariposa County Chamber of Commerce - Wildfire Prevention Event, Casa of Mariposa - Casa Summer Fun Street Fair, Mariposa Lions - Labor Day Parade, Coyote Fest Committee - Coyote Fest, Mariposa Chamber of Commerce - Cruise Night/Car Show, John C Fremont - Think Pink, Festival Committee - Go West Festival, 4-H - Color Me Green Run, Hornitos Patrons Club - Hornitos Flea Market, CHP - National Night Out, Mariposa Safe Families - Mariposa Trunk or Treat, Coulterville Community Club - Coulterville Truck or Treat, Coulterville Community Club - Coulterville Christmas Parade, Woodland Elementary Boosters - Lushmeadows Lights, Mariposa Chamber of Commerce - Merry Mountain Christmas Parade, 4-H - Field of Service.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Works currently submits a board item for each non-profit event request for encroachment fee waivers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, Public Works will continue to submit individual board items for approval.

FINANCIAL IMPACT

Eliminating the need to create over 30 board items annually will reduce staff time costs.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Discussion and Possible Direction Regarding a Request for Forgiveness for a Microenterprise Loan to Mountain Meadow Farms

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RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding a Request for Forgiveness for a Microenterprise Loan to Mountain Meadow Farms.

The Microenterprise and Business Assistance Grant & Loan programs provided six loans to local businesses between 2022 and 2023. The programs, which are funded through California Housing & Community Development's Community Development Block Grants (CDBG), are designed to stimulate economic growth and build the capacity of local businesses, improving the economic conditions of residents in the community. In the loan documents, signed by the County and the loan recipient, the following language was included: "The lender will review loan for possible forgiveness after one full year of payments."

Ostrom has completed more than one full year of payments and has requested that the Board consider her loan for forgiveness. Mountain Meadow Farms received a $50,000 loan and entered into a ten-year loan agreement with the County in October 2023. With 2% interest, the total payoff amount was $55,490.40. The current balance after fifteen completed payments is $44,504.53. Mountain Meadow Farms, based in Lushmeadows, has experienced two external events that have significantly impacted its business: (1) a dog attack which decimated the farm’s egg business in May 2022; and (2) winter storms in December 2022 and January 2023 that damaged the farm’s infrastructure. Ostrom has attached a letter with a detailed description of these events and an explanation for her forgiveness request.

On today's board agenda, there is a resolution to approve guidance for forgiveness requests for the Microenterprise/Business Assistance programs. If the criteria are approved, the Board could:
(1) Ask staff to bring a resolution to the Board at a future meeting to approve or deny Mountain Meadow Farms's request for loan forgiveness based on her submittal of required documentation.
(2) Ask staff to return to the Board with additional information about Mountain Meadows Farms request.
(3) Take no action.

BACKGROUND AND HISTORY OF BOARD ACTIONS

March 18, 2025 - The Board of Supervisors directed staff to draft loan forgiveness criteria for the Microenterprise/Business Assistance Programs and asked that Brenda Ostrom's request for forgiveness be considered on April 1, 2025.

May 21, 2024 - The Board of Supervisors considered a loan forgiveness request for the Lemon Drop. No action was taken.

August 1, 2023 - The Board of Supervisors adopted RES-2023-396 approving a Microenterprise Loan for Mountain Meadow Farms in the amount of $50,000 at a 2% interest rate for a 10-year term with possible loan forgiveness after one year of payments.

June 6, 2023 - The Board of Supervisors discussed the options for Mountain Meadow Farms's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

May 19, 2020 - The Board of Supervisors adopted RES-2020-255 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this forgiveness request is not discussed, the County would not be honoring the terms of the loan agreement with Mountain Meadow Farms.

FINANCIAL IMPACT

Forgiveness of this loan after one year of payments would reduce program income by $44,504.53. Program income from monthly payments is set aside and can be accessed for additional CDBG projects that promote decent housing and expand economic opportunities for low-and moderate-income persons.

ATTACHMENTS

1. Letter - Brenda Ostrom

Brenda Ostrom
PO Box 913
Mariposa, CA 95338

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

March 6, 2025

Subject: Request for Mountain Meadow Farms Micro-Enterprise Loan Forgiveness and Payment Reimbursement

Dear Members of the Mariposa County Board of Supervisors,

I am writing to request full forgiveness of my loan as well as reimbursement of the 15 payments of $462.42 made to date. This request is based on the financial harm my business suffered as a direct result of the county's failure to take enforcement action against the Fedorchuk dogs, resulting in losses to my heart-centered, community business and 20+ year-old revenue stream. My business was not able to successfully restart and operate as projected.

I did use the loan funding as intended to assist with remediation of numerous safety hazard trees and other natural disaster impacts from successive floods, wind, and snow damage occurring between spring 2018 and spring 2022. Due to these prior disasters, my farm was in a precarious state that I was rectifying as much as possible using earnings from my federal consulting work. The 2022 dog attacks were the final blow, preventing me from planting crops and forcing me to dedicate my time and resources to dealing with the dangerous dog issue rather than farming.

The Fedorchuk dogs changed my life. Had the dogs not broken into my farm and killed my chickens, my business would not be in its current state. This situation was entirely preventable, had the county provided enforcement to stop the escalating public safety hazard posed by the dogs. Mariposa County officials had ample warning—through numerous documented complaints and reports spanning more than a year —that these dogs were aggressive, uncontained, and a threat to the community. Related sheriff reports I know of include: MC2101771, MC2105910, MC2102539, MC2101154, MC2100192, MC2202480, MC2202456, MC2202503, MC2202617, MC2202616, MC2202921, MC2202947, MC2202436 (see attached redacted copies of some of these reports linked to my complaint). These reports clearly identified the Fedorchuk dogs as the source of these serious ongoing safety concerns.

Despite numerous complaints spanning more than a year, no meaningful action was taken. The dogs were allowed to remain a persistent hazard, leading to avoidable consequences, including the cessation of my farm operations. The county's failure to intervene created an unnecessary crisis that harmed my business.

Without county action, I was faced with figuring out how to force the county to address the dogs so we could eventually go back to farming. Continuing to shoot dogs, as advised by several county authorities, was not only extremely upsetting, but neither practical nor viable. I spent

countless hours contacting authorities, filing reports, documenting incidents, doing research, writing emails, preparing court documents, attending court, pushing for enforcement action, etc. (see attached log of activities April-June 2022). I also incurred over $5,000 in direct costs related to the dogs that I would not have had if the dogs did not break into my farm (game cameras, batteries, gun, ammo, etc.).

I had been in contact with Tara Schiff after the 2018 flood and after the 2021 Mono Wind event. In 2022, I applied for financial assistance through Tara in December – who said there was funding available from one of two sources that no one else was lined up for and would be expiring if it wasn't used. At that time, Tara advised me to apply for this micro-enterprise loan and request forgiveness after one year due to my circumstances.

After a year of negligible farm revenue in 2022, by the time my loan was approved in June 2023 and funded in September/October 2023, there were already issues. My customer base had shifted to other farms and my ability to re-enter the market was limited since I lacked the capital needed to restore operations in the spring in time for the 2023 season. As a result:

- 2024 farm revenue, primarily from wholesale sales, was approximately the same as loan payments - revenue did not cover both costs and loan payments
- 2025 plan is to finish minor repairs, continue heirloom tomatoes, expand wholesale sales in lower maintenance crops, and explore value-added options not available from other local farms – revenue not projected to be significantly higher than 2024, but goal is a steady increase as we find a new market niche

At every step, I acted responsibly and in good faith, reporting the dogs to the authorities, seeking financial assistance through the proper channels, and repairing & planting on my farm. However, the lack of county dog enforcement, delay in loan disbursement, and unanticipated loss of my market position made recovery as planned impossible.

Given the county's failure to enforce regulations, which directly harmed my business, I respectfully request full loan forgiveness and reimbursement of the payments I have made to date. This is a request for financial relief since the county's inaction placed an undue burden on my business. I was unable to implement my business plan due to circumstances beyond my control. The hardship and trauma I have experienced was not the result of business mismanagement but rather a direct consequence of a preventable situation that the county failed to address. Given these circumstances, full loan forgiveness and reimbursement are reasonable. The financial burden caused by the county's inaction with regards to recidivist dogs should not fall on me.

Thank you for your consideration,

Brenda Ostrom

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Mariposa, CA 95338
Phone (209) 966-3615
Fax (209) 742-5090

MG2100192
Case Number

RUNNING AT LARGE

Reporting Officer	Reporting Officer	Reporting Officer	Reporting Officer	Date / Time Reported	Date / Time / Day (From)	Date / Time / Day (To)
[redacted]	[redacted]			02/22/21 09:12	02/18/21 09:28	02/23/21 08:25

Street Address: [redacted] CLOUDS REST , MARIPOSA
Cross Street: SIERRA DR

6.08.260A CO S COUNTY ORDINANCE
6.08.020 CO S COUNTY ORDINANCE
6.08.090 CO S COUNTY ORDINANCE

VICTIM(s)

NO. 01 Name (Last, First, Middle): COUNTY OF MARIPOSA, AGE: 0

NO. 02 Name (Last, First, Middle): COUNTY OF MARIPOSA, AGE: 0

NON SUSPECT(s)

NO. 01 Name (Last, First, Middle): [redacted] ADULT

NO. 02 Name (Last, First, Middle): [redacted] ADULT

NO. 03 Name (Last, First, Middle): [redacted] ADULT

NO. 04 Name (Last, First, Middle): [redacted] ADULT

NO. 05 Name (Last, First, Middle): [redacted] ADULT

NO. 06 Name (Last, First, Middle): [redacted] ADULT

NO. 07 Name (Last, First, Middle): [redacted] ADULT

NO. 08 Name (Last, First, Middle): [redacted] ADULT

NO. 09 Name (Last, First, Middle): [redacted] ADULT

NO. 10 Name (Last, First, Middle): [redacted] ADULT

NO. 11 Name (Last, First, Middle): [redacted] ADULT

SUSPECT(s)

NO. 01

Name (Last, First, Middle): [redacted]

Address: [redacted] CLOUDS REST , MARIPOSA, CA 95338 | Phone: [redacted] | DOB: [redacted] | Race: [redacted] | Sex: [redacted]

Arrest	Time Rights Given	Citation No	D Number	Hair	Eyes	HT	WT	DL Number
NO	:							

Hair Length	Hair Style	Facial Hair	Speech	Complexion	Appearance	Nickname

Identifier	Identifier	Identifier	Demeanor	Weapon	Juvenile / Adult	Occupation
					ADULT	

OWNER OF DOGS

controlled document, duplication or re-issuance controlled by law.

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	02/23/21	[redacted]

Primary Narrative

ELEMENTS:

Mariposa County Ordinance 6.08.260 Owners Responsibilities
It shall be a violation of this chapter by a dog owner for an owner's dog to:
A. Run at large on any private property or where any livestock or domestic fowl are kept without the permission of the property owner;

Mariposa County Ordinance 6.08.020 License Required
The owner of each dog must purchase a license for it. The license shall remain in effect for one (1) year for dogs four (4) months of age to twelve (12) months of age having received primary rabies immunization. The license issued to dogs twelve (12) months of age or older that have received revaccination shall be valid for up to three (3) years. Dogs that have not received primary vaccination shall require primary vaccination and revaccination in one (1) year regardless of age. A license shall be issued for one (1) year upon proof of primary vaccination and for up to three (3) years upon proof of booster vaccination. (Ord. 675 Sec.1, 1986).

Mariposa County Ordinance 6.08.090 Rabies vaccination
The owner of each dog four (4) months of age or more shall cause it to be vaccinated against rabies, and at intervals of not more than three (3) years or at such other times as may be prescribed by the State Health Department. This vaccination shall be performed by a veterinarian licensed in California using approved materials and techniques. Proof of such vaccination is required before issuance of a license tag. Regardless of the age of the dog when rabies vaccination is initiated, a primary vaccination and a booster vaccination within one (1) year is required. (Ord. 675 Sec.1, 1986).

DETAILS:

On February 22, 2021, Animal Control received an email from [redacted] at [redacted] Clouds Rest, Mariposa, for dogs at large on his property with photo and video attachments. This is the second report from [redacted] of dogs at large his property. The next day, 02/23/2021, I contacted Mr. Evans by phone in regards to his email. [redacted] stated at 0745 hours on 02/22/2021, his wife ([redacted]) and mother in law (unknown alpha) were standing in their kitchen when they heard dogs barking and growling outside. When they looked out the kitchen window they were able to see three black dogs at the base of their deck just below the stairs.

[redacted] then went outside to chase the dogs off by yelling at them. [redacted] stated that the dogs ran off, but then came back a short 4-5 minutes later from the base of his driveway running up behind one of his trailers on his property. At this time, [redacted] grabbed his cell phone and was able to take video and photos of the dogs on his property. A still shot of the video has been attached in "images" to this case. In the video it clearly shows two black Labs near [redacted] trailer barking at him. Also in the video, you can hear [redacted] yelling at the dogs to go home and them running off towards the dog owners' property at [redacted] Clouds Rest, Mariposa. [redacted] stated that the more aggressive of the dogs is the larger dog in "the pack", which he stated he believes there are six total dogs in this pack. [redacted] advised that this is an ongoing occurrence with the dogs coming onto his property and acting aggressive towards him. [redacted] has also tried to reach out to the dog owner ([redacted]) via Nextdoor App through private messaging and has not received any response from her to resolve the issue. I advised [redacted], with the photos and video evidence of dogs at large on his property, Animal Control will move forward with submitting this case to the District Attorney. Refer to copy of email below that was received by Animal Control:

From: [redacted]
Sent: Monday, February 22, 2021 9:12 AM
To: Animal Contro [redacted]
Subject: Fwd: Private message: Pack of your dogs on property today 7:45

--------- Forwarded message ---------
From: [redacted] **via Nextdoor** [redacted]
Date: Mon, Feb 22, 2021 at 8:08 AM
Subject: Private message: Pack of your dogs on property today 7:45
To: [redacted]

More dealing with dogs and neighbor [redacted] This morning after only 2 3 days after you talked to her her dogs are running loose on the property. Pictures and video attached.

0745 dogs ran up on my deck, Scared them off and a few minutes later came back on property. Pictures include foot prints of her dogs at my steps of the deck.. One picture of one dogs in middle of drive way.

Video of three of them challenge me at end of driveway when they saw me at the end of my drive. There are at least 6 to the pack, today three of them are responsible for today. This woman is not taking serious the threat therse dogs are capable of.

Attached is a letter I sent to her trying to resolve this before her pets of someone in my family is maimed or killed.

[redacted]

Pack of your dogs on property today 7:45

Conversation between you and [redacted] Lushmeadows

[redacted] Lushmeadows

I don't understand what you don't understand. Copy going to Animal control with pictures. When My dogs are outside I am with them . Three of them came back on the property later. One of them was aggressive like the other day. I will according to the law deal with this one or anyone of them that attacks me or mine in the future. IF you love your dogs deal with them before this goes any further or continue to ignore me and Animal Control. You live within a community of people and laws not on a county farm.

View or reply

This morning, after my contact with [redacted], I then contacted dog owner, [redacted] at [redacted] Clouds Rest, Mariposa, by phone, to advise her of her dogs running at large again on 02/22/2021 and had photo proof to send a case to the DA. [redacted] stated that she had already spoke with an Animal Control Officer yesterday morning in regards to her dogs being at large and that she was already warned. I tried to explain to [redacted] that there were two separate incidents yesterday morning of her dogs at large. In this point of the conversation, [redacted] became irate and started yelling at me on the phone, stating "COME TAKE THE DOGS THEN", "DO WHAT YOU HAVE TO DO" and "I'M NOT TALKING TO YOU ANYMORE", before she disconnected the line.

[redacted] dogs were reported at large twice on 02/22/2021, for two separate incidents. The initial call for service regarding "8 Loose Canines" came in at 0809 hours. [redacted] reported to dispatch that eight dogs were loose in the [redacted] Block of Clouds Rest, Mariposa, but were no longer in the area. Five dogs were described as black Labs and the other three were an unknown breed and act aggressively towards her and her dogs. [redacted] also advised dispatch that the eight dogs belong to the people with the "gigantic pond" on Clouds Rest. Animal Control Officer [redacted] followed up with [redacted] by phone regarding the loose dogs in MC2101154. [redacted] advised ACO [redacted] that five black Lab type pups and three other mixed dogs came onto her property at [redacted] Clouds Rest, Mariposa, and charged at her and her own dogs, however she was in her own fenced yard and no physical contact was made. ACO [redacted] advised [redacted] to take photos next time so an at large

case could be submitted to the D.A. ACO [redacted] then contacted the dog owner ([redacted]) who was already aware of this incident due to calling her dogs off from [redacted] property. ACO [redacted] also advised [redacted] of the dogs' aggressive behavior and warned again to keep contained, vaccination and licensing. [redacted] stated she has been working on the fencing and may possibly rehome the pups.

[redacted] had been previously warned by myself and Animal Control Officer [redacted] the week prior of dogs at large, aggressive behavior, vaccination and county licensing in MC2101063. This call for service came in at 0928 hours on 02/18/2021 regarding "Loose Dogs" at [redacted] Clouds Rest, Mariposa. [redacted] was third party reporting from her husband [redacted], that there were loose aggressive dogs on their property. [redacted] advised me to call [redacted] for further detail. That morning when I called [redacted], he stated this is an ongoing issue of the dogs on his property, but his first time reporting. [redacted] stated he had pictures of the loose and aggressive dogs on his property that belonged to the neighbor with the large pond. [redacted] stated that approximately nine black Lab mixed dogs were near the deck of his residence. When [redacted] attempted to chase the dogs off his property, one of the dogs wearing a dark brown collar stayed behind and acted aggressively towards him before he was able to chase it off. [redacted] was able to email photos later that morning of the dogs on his property. [redacted] was advised to continue getting photos of the dogs on his property if any further incidents occur, to submit an at large case to the D.A.

Later afternoon, on 02/18/2021, ACO [redacted] and I made contact with dog owner ([redacted]) at [redacted] Clouds Rest, Mariposa. While speaking with [redacted], we learned she has twelve dogs total: One 3-year-old, black, intact female, Chihuahua/Mix named Lucy; one black, neutered male, Cocker/Pug named Rocky; one 2.5-year-old, black, intact female, Malinois named Stella; and nine 5-month-old black, Malinois/Lab/Mix puppies from Stella. [redacted] was then questioned on her intentions with all her dogs, and she advised she may rehome the puppies, but hasn't yet decided due to attachment. ACO [redacted] recommended she could directly contact the Mariposa County SPCA for help on getting the puppies adopted. [redacted] was advised of vaccination requirements and county licensing, which none her dogs were currently up to date. [redacted] received her first warning for dogs at large and next time (with evidential proof) of her dogs off of her property and with no current vaccination or county licensing, a case would be submitted to the D.A. for Running at Large/ Rabies Vaccination/ License. [redacted] understood the process and was also advised to follow-up with Animal Control after dogs were rabies vaccinated, to apply for county licenses or if she had any questions in regards to rehoming her puppies.

Animal Control has no prior or current records of [redacted] dogs being rabies vaccinated or licensed in Mariposa County.

RECOMMENDATIONS:

Submit to District Attorneys' Office for review for the following violations:

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

[redacted]

Approved by : [redacted] Date : 02/23/2021 06:02 PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	03/20/21	[redacted]

Supplement 01

On March 20, 2021 at approximately 2AM, before Animal Control hours, Deputy [redacted] responded to [redacted] Triangle Road for a report of aggressive dogs. Deputy [redacted] made contact with the reporting party [redacted] who was staying at the address as a vacation rental. Deputy [redacted] was told by [redacted] the dogs acted aggressive towards [redacted] and his kids and they almost got bit by the dogs. Deputy [redacted] observed five black Labs on the back porch of the vacation rental and Deputy [redacted] had to use OC (oleoresin capsicum) spray on one of the dogs to avoid being bit. See MC2101771 for Deputy [redacted] report.

When I arrived at work for the morning I called [redacted] phone number and left a voicemail message asking him to contact me at ACO. I did not hear back from [redacted]. I responded to the vacation rental property and met with the property maintenance worker, [redacted]. He was already aware of the incident with the dogs. As I was talking with [redacted] we saw three of the black Labs on the property and they came up to us barking and growling at us. One of the dogs had a dark color collar, the other two dogs did not have collars. As I approached the dogs they took off. I tried to follow the dogs, but I lost sight of them.

I recalled a recent case ACO had with similar dogs, in the same neighborhood, that belong to [redacted]. I responded to [redacted] residence at [redacted] Clouds Rest Road. I saw the same three dogs that I saw at the vacation rental, loose on [redacted] property outside of their fenced containment. There was an additional black dog with erect ears loose on the property as well, this dog looked like a black German shepherd. As I was at [redacted] property the dogs found their way back inside their fenced area. I knocked on [redacted] door, no one answered. I could see multiple dogs inside the residence. I asked dispatch to call [redacted], no one answered the phone.

Back at ACO I called [redacted] and left a detailed message about her dogs being loose and acting aggressive off of her property. I also left in the voice mail message a supplement will be added to the case that was submitted to the District Attorney's office for additional charges of running at large and added violations for her dogs not being rabies vaccinated and county licensed. I requested [redacted] to return my call, as of later in the afternoon I did not hear back from [redacted].

As of March 20, 2021 ACO has no record of [redacted] 12 dogs being rabies vaccinated or county licensed.

RECOMMENDATIONS:

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Forward to the District Attorney's office for the following violations:

MPA Co Ord 6.08.260A x's 5
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 03/22/2021 11:45 AM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	03/24/21	[redacted]

Supplement 02

On March 23, 2021, [redacted] called to report two black labs on her property at [redacted] Clouds Rest. After speaking with [redacted], she states that the dogs acted aggressive towards her dogs inside the residence through a sliding glass door. [redacted] states that the dogs belong to her neighbor/owner at [redacted] Clouds Rest and is an ongoing issue with the dogs coming onto her property and harassing her dogs. [redacted] states that she could hear the owner (female subject) calling for the dogs, but the dogs do not listen or retreat when called, due to the owner having no control over the dogs. [redacted] said the dogs act aggressive towards her as well, by barking at her on her own property. [redacted] sent photos the next day, of the loose black labs on her property to the animal control email. The photos are attached to images in this case. I advised [redacted] to continue getting photos and to call and report when dogs come back to her property.

Earlier in the day on March 23, 2021, [redacted] called in to make a barking dog complaint and to report an ongoing issue of black labs being loose on his property at [redacted] Staircase Fall, that belong to his neighbor/owner at [redacted] Clouds Rest. While speaking with [redacted], he stated he was not able to get pictures of the dogs on his property, because when they come on his property they are usually running through, barking and acting aggressive. [redacted] is concerned for the dogs' health and safety, due to how many dogs are at the owners' residence and the dogs constantly barking, howling and occasionally sounding like they are fighting. I informed [redacted] of Mariposa County Barking Dog Ordinance and to try and to get pictures next time the dogs come onto his property.

After speaking with [redacted], I called dog owner, [redacted], at [redacted] Clouds Rest. I warned [redacted] of barking dog complaints from neighbors and that her dogs had been seen running at large again, but no pictures were submitted at that time. I advised [redacted] that if Animal Control receives a two-week bark log and a written letter of complaint informing us of her dogs habitually barking and/or pictures are submitted of her dogs running at large, additional charges will be submitted to this already existing case. I also warned [redacted] that she has still not followed up with vaccinations and licenses for any of her dogs. [redacted] then advised me she is trying to rehome some of the labs she has and was currently renting a cargo van for transporting them. [redacted] only wants to keep three out of the twelve dogs she currently owns. [redacted] also stated she is aware that having so many dogs is getting out of hand and is overwhelming for her.

Today, March 24, 2021, [redacted] contacted dispatch to make another report of [redacted] dogs coming onto her property again at [redacted] Clouds Rest. [redacted] stated that five black labs came to her residence today and were on her porch, acting aggressive to her

dogs through the sliding glass door again. [redacted] stated when the dogs are "packed" together they tend to act more aggressive and will swarm around anyone who is outside. [redacted] said she could see the dog owner outside and could hear her calling the dogs, but again the dogs were not responding to the owner. [redacted] said eventually the dogs retreated to the owner, but the owner continued to let the dogs run loose. [redacted] sent additional pictures from today's encounter with the dogs to the Animal Control email and asking for help with this ongoing issue. Photos are uploaded to images in this case.

I later followed up with [redacted] again and asked if she would like a dog trap set up at her residence in attempt to trap the dogs when they come on her property to help alleviate her issue. [redacted] stated she does want a trap set and we arranged to set up a dog trap later this afternoon.

Additionally today, March 24, 2021, an email from [redacted] was sent to Animal Control with pictures attached and time stamped of two black labs in his driveway at [redacted] Clouds Rest, that belong to [redacted] stated in his email that the photo was his second encounter with the dogs on his property today. Photos attached to this case.

I then contacted dog owner [redacted], and advised her of the incidents above. [redacted] is aware of the dogs being off her property today and states they are now all contained. [redacted] expressed how she feels her neighbors are harassing her by taking photos, videos and laughing at her while she attempts to contain her dogs. [redacted] states it is not neighborly for her neighbors not to help her when she is clearly struggling and overwhelmed when her dogs get loose. [redacted] also stated that she was not prepared for having so many dogs, that she has no control over the dogs and that it's her neighbors' male dogs' fault for coming onto her property and "violating" her female dog, which resulted in the nine puppies she still currently has. [redacted] advised me she is still attempting in rehoming the puppies that are now approx. six/seven months old. I warned [redacted] again of dogs running at large, vaccination and licensing and that additional charges of both violations will be submitted to the District Attorney. I reminded [redacted] that it is her responsibility as the dogs' owner to keep the dogs contained to her property and recommended to put the dogs on leashes before letting them outside, due to her not having control. I also provided [redacted] again with the Rabies Clinic information for April 3, 2021 and recommended to follow up with the S.P.C.A. in attempt to rehome/adopt out some of her dogs.

RECOMMENDATIONS:

Forward to the District Attorney for the following additional violations:

MPA Co Ord 6.08.260A x's 9 (2 counts 3/23/2021, 7 counts 03/24/2021)
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Approved by : [redacted] Date : 03/24/2021 03:41 PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	04/24/21	A. [redacted]

Supplement 03

DETAILS:

Animal Control received a call for service after Animal Control hours on April 23, 2021 at 1842 hours regarding loose dogs. The call for service states the reporting party, [redacted] reported five or six labs loose on her property at [redacted] Clouds rest and her boyfriend had to shoot the dogs with a BB gun as the dogs were charging them. Animal Control received an additional report from a different reporting party [redacted] at [redacted] Clouds rest that the dogs were on her porch acting aggressive as well.

It should be noted Deputy [redacted] responded to the call for service in MC2102539. Please see his icase for further details.

The next day I attempted to contact [redacted] regarding the above incident and left a voicemail. I then made phone contact with [redacted]. They advised me they saw three to four black dogs on their property. [redacted] went outside to yell at the dogs to leave the property when the dogs acted aggressive towards her. She advised once specific black dog charged towards her growling with its hackles up. She yelled at the dogs to leave and the other dogs retreated. The Owner was heard calling the dogs and finally the other dog left her property. [redacted] advised he took a picture of the dogs loose on his property and emailed it to Animal Control.

Below is a cut and paste of [redacted] email:

"Hello again,
Dogs came back several times between 6 and 730pm.
The home camera caught the dogs coming up to our front door where my wife was standing outside and it's the same 3 out of the pack with the one in the lead got very aggressive towards my wife.
Something now needs to be done before one of us or 1 of our grandkids are visiting gets bit or attacked by the pack please and thank you."

I advised him additional charges would be added on to this case for the dogs running at large. I then asked if he would be interested in borrowing a dog trap in which he replied yes. I then responded to his residence and set the dog trap. While there he also expressed his concern for the dogs acting aggressive. I did advise him if dogs are charging, attacking he is allowed to take up to lethal force to protect himself and his family.

I then responded to [redacted] residence at [redacted] Clouds rest. I was met by [redacted] who is [redacted] boyfriend. He advised five to six dogs came onto his above property last night and charged him. He explained he shot multiple dogs with his BB gun. He advised one dog came

onto his porch with its hackles up, barking and growling so he shot his BB gun at the dog to prevent the dog from coming towards him further and him being attacked (unable to issue first strike towards potentially dangerous dog due to all the dogs looking alike). He also mentioned his own dog got out of the house and chased the dogs off his property. His own dog came back with an injury to its inner mouth. It is unclear if the injury was caused by the loose dogs or not. [redacted] is aware he can take up to lethal force to protect himself from the dogs. I advised him when able to get pictures of the loose dogs on his property. I explained to him Animal Control already has a case for the dogs being at large.

All reporting parties were advised to keep contacting/reporting to Animal Control when the dogs are loose and to obtain photos. Animal Control will continue to patrol the area.

Animal Control knows the owner of the dogs to be [redacted] who has a total of twelve dogs that appear to mostly be black lab/shepherd mixes. It should be noted I did attempt to contact [redacted] by phone but was met with negative results and was not able to leave a message. I responded to [redacted] residence at [redacted] Clouds rest. It appeared nobody was home so I left a door hanger requesting contact back. As of 1645 hours I have not heard back from [redacted]

It should be noted Animal Control still has no current rabies vaccinations or licensing for [redacted] twelve dogs.

RECOMMENDATIONS:

Attach to main case and forward to the District Attorney's Office for three counts of 6.08.260, twelve counts of 6.08.090 and twelve counts of 6.08.020.

Approved by : [redacted] Date : 04/26/2021 10:23 AM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	04/26/21	[redacted]

Supplement 04

DETAILS:

On 04/24/2021, after Animal Control hours, [redacted] called wanting to do follow-up regarding her dog vs. dog report and to update animal control on the welfare of her dog that had been injured. The next day, 04/25/2021, I called [redacted], who then directed me to speak with [redacted], her boyfriend who also lives at the residence and was the witness to his dog chasing [redacted] dogs off his property. [redacted] advised me that his dog that sustained injuries was currently at a vet in Turlock due to sustaining a rupture in its stomach and that his dog may now die due to the incident that took place. I advised [redacted] that due to no evidence of [redacted]'s dogs attacking his dog, there is no current responsibility on her end to compensate for vet bills, and he would have to file a claim with civil court. [redacted] then stated he isn't seeking compensation for vet bills and that he just wants something done about [redacted]'s dogs constantly coming onto his property and acting aggressive towards him, [redacted] and their dogs. [redacted] was very upset in regards to the injuries his dog sustained and requested a trap be set at their property. I reminded [redacted] I had set up a trap on their property on 03/24/2021 and the next day he requested that I take the trap back due to not wanting to trap a skunk. [redacted] said the real reason due to them not wanting the trap was so [redacted] could not see them trapping one of her dogs, but argued that it is now out of hand with her dogs running loose all the time and wants to attempt to trap the dogs. Later on in the afternoon, I went out to [redacted] property at [redacted] Clouds Rest and set dog trap #2 in the path where [redacted] dogs run onto their property to access their deck. I advised [redacted] to leave the trap set and to call Animal Control when they trap a dog. [redacted] understood.

RECOMMENDATIONS:

Attach to main and forward to the District Attorney's office for review.

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Approved by : [redacted] Date : 04/26/2021 10:26 AM

[redacted] Case Number 0125037

Name: [redacted]

0125037

Docket Number: 0125037

Due Date: 06/21/2021 **Total Due:** ~~$ 300.00~~ 100.00

Driver's License
C2541767

Citation Number
CHP MG 2100192

Violation Date
02/22/2021

POC	Sections	Violations	Description	Bail Amount
	COORD	6.08.260(a)	DOG AT LARGE	100.00
*	COORD	6.08.020	DOG TAGS	100.00
*	COORD	6.08.090	RABIES	100.00
	PC	1214.1	COLLECTIONS	300

Case Number 0125037 [redacted]

MARIPOSA COUNTY DISTRICT ATTORNEY
Walter W. Wall, SBN 189569
Michael R. McAfee, DDA, SBN 304827
POST OFFICE BOX 730
MARIPOSA, CA 95338
TELEPHONE (209) 966-3626

ATTORNEY FOR THE PEOPLE

FILED
MARIPOSA SUPERIOR COURT
MAY 03 2020
COURT CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIPOSA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

[redacted] (06-25-1966),

Defendant.

CASE NO. 0125037

SUPERIOR COURT

COMPLAINT

I, WALTER W. WALL, state on information and belief the following:

COUNT 1

On or about On or about February 22, 2021, in the County of Mariposa, State of California, the crime of **Dog Running at Large on Private Property** in violation of **Mariposa County Code Section MCC 6.08.260(a)**, an **Infraction**, was committed in that defendant did permit multiple dogs, specifically, two (2) black labs, to run at large on any private property.

COUNT 2

On or about February 22, 2021, in the County of Mariposa, State of California, the crime of **Dog License** in violation of **Mariposa County Code section MCC 6.08.020**, an **Infraction,**

in that the defendant did unlawfully permit any dog not to be licensed to wit: two black labs.

COUNT 3

On or about On or about February 22, 2021, in the County of Mariposa, State of California, the crime of **Failure to Vaccinate for Rabies** in violation of **Mariposa County Code Section MCC 6.08.090**, an **Infraction**, was committed in that defendant did unlawfully fail to vaccinate or provide proof of vaccination as to any of her multiple dogs, to wit: Multiple Dogs, more than 8 dogs on Defendant's property.

I declare based on information and belief that the foregoing is true and correct.

Executed on April 28, 2021, at Mariposa, California.

WALTER W. WALL
Mariposa County District Attorney

MICHAEL R. MCAFEE
Deputy District Attorney

DISCOVERY REQUEST

Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that defendant and her attorney provide to the People the discovery required by Penal Code Section 1054.3. This is a continuing request pursuant to the provisions of Penal Code Section 1054.7.

NOTICE TO ATTORNEY

The materials accompanying this notice may include information about witnesses which is disclosed to you pursuant to Penal Code Section 1054.2, which reads as follows:

> "No attorney may disclose or permit to be disclosed to a defendant, members of the defendant's family, or anyone else, the address or telephone number of a victim or witness whose name is disclosed to the attorney pursuant to subdivision (a) Section 1054.1 unless specifically permitted to do so by the Court after a hearing and showing of good cause."

Willful violation of this subdivision by an attorney is a misdemeanor. For purposes of this section, all names included in the attached reports are deemed to be witnesses pursuant to subdivision (a) of Section 1054.1.

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	05/18/21	A.SYPNIESKI

Supplement 05

DETAILS:

On 05/16/2021 at approx. 21:29 hours, after Animal Control hours, [redacted] called the Sheriff's Office to report that her neighbors' dogs were loose on her ([redacted]) property at [redacted] Clouds Rest. Animal Control is aware that this has been on ongoing concern for the [redacted] and surrounding neighbors, of [redacted] dogs running at large in the area and acting aggressive towards the reporting parties. The next morning, 05/17/2021, I spoke with [redacted] on the phone to obtain detailed information regarding this most recent incident. [redacted] stated that there were four black labs total, which had accessed her deck and has video footage of them running around her home. [redacted] is concerned for her safety and well-being for herself, her husband ([redacted]) and the neighborhood due to the dogs' aggressive behavior during every encounter they have had on their ([redacted]) property.

Later in the afternoon, 05/17/2021, after speaking with [redacted], I received an email from [redacted], on the Animal Control email, regarding the same incident above. Below is a copy, paste of the contents in his email:

Neighbors dogs again loose on property. This time at night. Enough is enough. The trap didn't work and the woman doesn't care about the rules or the threat we and my dogs are faced with.
I had just brought my dogs in from the nightly walk and was going to bed when we heard them on the deck.

PLEASE do something

[redacted]

I responded to [redacted] email and advised him that I would be able to go out to his residence later in the afternoon and reassess the current dog trap location. When responding to [redacted] residence, I was able to see a trail the dogs have created when accessing the [redacted]' property that leads to their deck. The trap was relocated under the deck near the stairs where the dogs access. [redacted] stated that the dogs run around his home and access both sets of stairs that lead to the deck. I advised [redacted] to send photos of the surveillance video he has of the dogs from the night before, so we may submit another supplement to this already active case. [redacted] also stated that he believes that the dog owner has been letting her dogs run free at night, when she thinks everyone in the neighborhood is sleeping and that it shows irresponsibility in ownership of her dogs, that eventually it can become a liability if and/or when one or more of her dogs finally bite someone.

The next morning, 05/18/2021, I received the photos from [redacted] on the Animal Control email, of [redacted] dogs running at large on his property from 05/16/2021. Photos attached to "Images" in this case.

I attempted to contact the dogs' owner, [redacted], and was met with negative results. Her phone number on record went straight to a voicemail greeting and I was unable to leave a voicemail due to the mailbox being full.

RECOMMENDATION:

Forward to the District Attorney for the following additional violations:

MPA Co Ord 6.08.260A x's 4
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 05/19/2021 08:27 AM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	06/27/21	[redacted]

Supplement 06

DETAILS:

On 06-26-2021 at 18:56 hours, [redacted] called and left me a voicemail on my department voicemail box, to report that [redacted] labs from [redacted] Clouds Rest were once again on her ([redacted]) property at [redacted] Clouds Rest. The next day I contacted [redacted] on the phone and she reported that five dogs ran up her driveway, proceeded up her deck, then were barking and growling at her and her husband ([redacted]) through their sliding glass door. Animal Control also received and email from [redacted] with pictures of dogs on their ([redacted]) property. Pictures have been attached to "images" in this case. Below is a copy-paste of [redacted] email:

Good morning [redacted] as usual pictures attached of neighbors dogson property and walking right up to the sliding glass door growling and barking at my dogs even with [redacted] and I sitting in the room.

I was able to picture them on property, wish I could have gotten one of them at the door.

The owner was on her property with the dogs this time, didn't do anything until we yelled at her and the dogs. The dogs ran off then came back on at the end of the driveway.

D.A. office didn't seem too interested when we called

Thanks for your help
[redacted]

I attempted phone contact with [redacted] multiple times to advise her of this new and most recent incident and was unable to reach her. I was unable to leave a voicemail due to her voicemail box being full.

In conclusion, the dog owner, [redacted] is aware of her dogs roaming off her property and has been warned multiple time by Animal Control of their aggressive behavior, running at large, vaccination and licensing, but has not corrected the issue thus far. [redacted] are concerned for theirs, their animals and the neighborhoods' safety. Animal Control has set dog traps in the past on the [redacted] property with no success in trapping Ms. Fedorchuk's dogs.

RECOMMENDATION:

Forward to the District Attorney for the following additional violations:

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

MPA Co Ord 6.08.260A x's 5
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 06/28/2021 05:18 PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	06/30/21	[redacted]

Supplement 07

DETAILS:

On Tuesday, June 29, 2021 at 1742 hours, [redacted] at [redacted] Sierra Pines Drive, called Animal Control to report that five black lab dogs were loose on his property that evening. [redacted] stated that the dogs came running towards him and his son on his own property and acted aggressive by barking and snarling. [redacted] and his son were able to chase the dogs off the property by yelling at them in an aggressive manner. When the dogs left [redacted] property, he said they possibly headed towards the Old Orchard area. [redacted] sent a photo of the dogs on his property at his fence line to submit with this case, along with a photo of his decorative pond that the dogs trampled through, causing damage. Photos attached to "images" in this case.

I advised [redacted] that Animal Control is aware of the dogs running at large in the area and we have an existing case to supplement every time the dogs are reported loose with pictures. I also advised [redacted] to continue to call and report to Animal Control when the dogs are loose on his property and to get photos so supplements can continue to be added to this case and submitted to the District Attorney's Office for review. [redacted] expressed concern for public safety due to the dogs' aggressive behavior and he is worried if the dogs ever encounter a child that cannot defend itself or chase the dogs off.

I attempted to contact dog owner [redacted] at [redacted] Clouds Rest by telephone and was unable to reach her and advise her of the incident above. [redacted] contact phone numbers on file, go straight to voicemail with voicemail boxes full.

Note: I advised [redacted] that Animal Control does not handle property damage claims caused by animals and he may follow-up with a civil claim through the court if he felt the need of reimbursement for the damages done to his pond.

RECOMMENDATION:

Forward to the District Attorney for the following additional violations:

MPA Co Ord 6.08.260A x's 5
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by [redacted] Date : 06/30/2021 05:55 PM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	07/20/21	[redacted]

Supplement 08

ELEMENTS:

Mariposa County Ordinance 6.08.260 Owners Responsibilities
It shall be a violation of this chapter by a dog owner for an owner's dog to:
A. Run at large on any private property or where any livestock or domestic fowl are kept without the permission of the property owner;

Mariposa County Ordinance 6.08.020 License Required
The owner of each dog must purchase a license for it. The license shall remain in effect for one (1) year for dogs four (4) months of age to twelve (12) months of age having received primary rabies immunization. The license issued to dogs twelve (12) months of age or older that have received revaccination shall be valid for up to three (3) years. Dogs that have not received primary vaccination shall require primary vaccination and revaccination in one (1) year regardless of age. A license shall be issued for one (1) year upon proof of primary vaccination and for up to three (3) years upon proof of booster vaccination. (Ord. 675 Sec.1, 1986).

Mariposa County Ordinance 6.08.090 Rabies vaccination
The owner of each dog four (4) months of age or more shall cause it to be vaccinated against rabies, and at intervals of not more than three (3) years or at such other times as may be prescribed by the State Health Department. This vaccination shall be performed by a veterinarian licensed in California using approved materials and techniques. Proof of such vaccination is required before issuance of a license tag. Regardless of the age of the dog when rabies vaccination is initiated, a primary vaccination and a booster vaccination within one (1) year is required. (Ord. 675 Sec.1, 1986).

DETAILS:

On July 20, 2021 [redacted] contacted Animal Control to report two dogs in distress in Lushmeadows. Animal Control Officer [redacted] and I responded to the end of the cul-d-sac on Staircase Falls Road and met with [redacted]. [redacted] took us to the location where the dogs were located and we observed two black Labrador's stuck to a tree by a metal wire dog run line. Both of the dogs were attached to the dog run and the dog run was wrapped around a fallen tree's limbs. One of the dog's legs was wrapped with the dog run up against the tree as to when the dog tried to move the dog would cry out in pain. The area where the dogs were located was on a vacant piece of property in a remote area of Lushmeadows near Staircase Falls Road.

As we were trying to get to a closer location with the ACO vehicle we came across the dog owner's friend [redacted] who was out looking for the dogs. We showed [redacted] where

the dogs were located. [redacted] was able to free the dogs. After the dogs were free they were in quite a bit of distress due to being directly in the sun and without access to water. I told [redacted] to take the dog's home and provide them with water. [redacted] said the two dogs do not have names and they are both one year old females. I also asked [redacted] how many dogs they have and if the dogs ever got their rabies vaccinations as ACO has told them to do, he replied they have eight dogs and they are not vaccinated.

As we were walking back to Staircase Falls Road I told [redacted] ACO will be adding a supplement to the exiting case for the two dogs at large and for eight counts of no rabies vaccinations and no dog licenses. I told [redacted] people in the neighborhood have been calling ACO to report their dogs being loose and acting aggressive. I offered [redacted] the option to owner release the dogs to ACO to help him and [redacted] with the violations they are facing with the dogs. He said he will talk to [redacted]. I told [redacted] if the dogs are owner released to ACO it would be for immediate euthanasia due to the dog's aggressive behavior.

ACO [redacted] and I then left [redacted] and came across [redacted] at the beginning of Staircase Falls Road. We told her the dogs were entangled with their dog run around a tree and that they are now free and with [redacted] further up Staircase Falls Road. [redacted] got angry with us and said we were supposed to take the dogs a long time ago. We told her we have offered her to owner release her dogs to ACO, but she has declined. We offered her to owner release her dogs to ACO today, but she again declined. [redacted] said the dogs are not hers, I told her I will pick them up as stray dogs. She then stated she will keep the dogs and that she is the responsible person for the dogs. I told [redacted] ACO will be submitting another supplement to the case already sent to the District Attorney's office for two counts of running at large and eight counts of no rabies vaccination and no dog licenses violations.

We came across [redacted] again and verified with him that [redacted] is the person who is responsible for the dogs in which he replied she was.

RECOMMENDATIONS:

Forward to the District Attorney's office for additional charges of:

2 counts MPA Co Ord 6.08.260A
8 counts MPA Co Ord 6.08.020
8 counts MPA Co Ord 6.08.090

Approved by : [redacted] Date : 07/21/2021 07:14 AM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	07/21/21	[redacted]

Supplement 09

DETAILS:

On July 17, 2021, [redacted] called to report that at 1045 hours he witnessed a small black dog in the middle of the roadway, blocking traffic in front of [redacted] Clouds Rest, Mariposa. Per [redacted], the dog also resides at that address and has had ongoing issues with the dogs from that residence running loose and acting aggressive towards him and his neighbors. (no past reports from [redacted] regarding those incidents) [redacted] sent an email with a photo attached of the dog running at large. Photo uploaded to "images" in this case and below is a copy/paste of the email dated July 17, 2021:

Date: 7/17/21 11:39 AM (GMT-08:00)
To: aco@mariposa.org
Subject: loose uncontrolled dog

hello,
at approx. 10:45 am sat july 17 2021 i was driving my truck southbound on cloudsrest dr. and a small black dog was in the road blocking traffic in front of [redacted] cloudsrest.. this has happened on numerous occasions previously but there have been multiple large black dogs in the road in those instances ...almost daily multiple dogs howl , bark and make fighting noises nonstop for hours at that address...please see attached photo 7 17 21 ...
thank you ,
[redacted]
[redacted] staircase fall
mariposa , calif. 95338..

[redacted] also reported the ongoing barking and howling that comes from the residence. [redacted] was advised to follow up with a two-week bark log and a written letter of complaint regarding the barking, so a case can be submitted for barking as well as the ongoing running at large.

In addition, [redacted] advised me that he has also informed Cal Fire of the overgrown vegetation around the dog owner's property, the County Planning Department for the illegal camping that is currently happening on the property and the Lushmeadows' Association for nuisance neighbors.

P.O. Box 276
Mariposa, CA 95338
Phone (209) 966-3615
Fax (209) 742-5090

RECOMMENDATION:

Forward to the District Attorney's Office for additional violations:

MPA Co Ord 6.08.260A x's 1
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : S.LAND Date : 07/22/2021 07:52 AM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	07/29/21	[redacted]

Supplement 10

DETAILS:

On July 29, 2021, [redacted] sent an email to Animal Control to report [redacted] dog coming onto her property ([redacted] property) on July 23, 2021 at 1210 hours. [redacted] stated the dog was in the front of her residence between the front door and her vehicle. In the email was an attached photo of the dog that has been added to "images" in this case. Below is a copy/paste of [redacted] email:

Good Morning Amanda,

Here a picture of the dog on the property:
Date :
Friday July 23
At - 12:10pm
Location was between the front door and vehicle.

Thank you
[redacted]

This continues to be an ongoing issue of [redacted] dogs running loose in the Lushmeadows community. [redacted] has still failed to correct containment of her 8 dogs, failure to vaccinate and license any of her dogs in Mariposa County and failure to spay and neuter any of the dogs as far as Animal Control is aware. There is a cause of concern, that now [redacted] puppies are older and may start going into heat/breeding cycles, where [redacted] may not have control of separation for her dogs, to avoid inbreeding. Which could continue to add to the population of her dogs running at large and acting aggressive when in packs.

RECOMMENDATION:

Forward to the District Attorney for review of additional violations:

MPA Co Ord 6.08.260A x's 1
MPA Co Ord 6.08.020 x's 8
MPA Co Ord 6.08.090 x's 8

Approved by : [redacted] Date : 08/02/2021 07:09 AM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	09/08/21	[redacted]

Supplement 11

After Animal Control hours on September 7, 2021 Deputy [redacted] responded to a report of [redacted] dogs being loose. Deputy [redacted] met with two people who saw the dogs loose. See Deputy [redacted] report in MC2105910 for details.

Afterwards in "Call for Service" number 68 [redacted] contacted sheriff's dispatch and said he "twisted his ankle and wrenched his back by running (from the dogs) into his house".

RECOMMENDATIONS:

Attach this supplement along with I-case number MC2105910 to main case and forward to the District Attorney's office for review of additional charges.

Approved by [redacted] Date : 09/08/2021 09:05 AM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	09/08/21	[redacted]

Supplement 12

On September 8, 2021 [redacted] emailed ACO a statement of the September 7, 2021 incident. Below is a cut and paste of [redacted] statement.

"on sept 7th 2021 at approx. 7pm 4 dogs chased me from my driveway into my house , i was able to close my front door before they could make entry but i sprained my ankle and injured my lower back in the rush to flee into my house and close the door..i immediately called 911 a deputy responded and took a statement from me and my neighbor don florence... the dogs had left the immediate area and the deputy said he would contact the dogs owner .. when i went out on my deck in my backyard i saw one of the large black dogs in my yard and it was growling and menacing me , see attached photo... i have been living in fear of these dogs for 2 years or more and i am afraid to be outside of my home on my property day or night.. i was treated at jcf emergency room for my injuries on sept 7th at approx. 1030 pm..
thanks,
[redacted]
[redacted] staircase fall,
mariposa ,ca
209 [redacted]..."

[redacted] also attached in the email five photographs of the dogs loose. The photographs are attached in images to this case. Photographs are labeled "DOGS LOOSE ON 9/7/21".

RECOMMENDATIONS:

Attach to main case and forward to the District Attorney's office for review.

Approved by : [redacted] Date : 09/08/2021 05:03 PM

[redacted], Case Number 0125601

Name: [redacted]

0125601

Docket Number: 0125601

Due Date: 11/29/2021 **Total Due:** ~~$ 100.00~~ 400.00

Driver's License
C2541767

Citation Number
MCSD MG 2100924

Violation Date
03/23/2021

POC	Sections	Violations	Description	Bail Amount
	COORD	6.16.010	LOUD DOG	100.00
	PC	1214.1	~~COLLECTIONS~~	300.00

Case Number 0125601 [redacted]

FILED
MARIPOSA SUPERIOR COURT
OCT 01 2021
COURT CLERK

MARIPOSA COUNTY DISTRICT ATTORNEY
Walter W. Wall, SBN 189569
Michael R. McAfee, DDA, SBN 304827
POST OFFICE BOX 730
MARIPOSA, CA 95338
TELEPHONE (209) 966-3626

ATTORNEY FOR THE PEOPLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIPOSA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

[redacted]

Defendant.

CASE NO. 125601

SUPERIOR COURT

COMPLAINT

I, WALTER W. WALL, state on information and belief the following:

COUNT 1

On or about March 23, 2021, in the County of Mariposa, State of California, the crime of **Dog Barking** in violation of **MCC 6.16.010**, an **Infraction,** in that defendant did unlawfully and knowingly keep or harbor a dog which habitually barks, howls or yelps to the great discomfort of the peace or quiet of the neighborhood or in such manner as to disturb or annoy persons in the neighborhood.

I declare based on information and belief that the foregoing is true and correct.

Executed on September 29, 2021, at Mariposa, California.

WALTER W. WALL
Mariposa County District Attorney

MICHAEL R. MCAFEE
Deputy District Attorney

DISCOVERY REQUEST

Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that defendant and her attorney provide to the People the discovery required by Penal Code Section 1054.3. This is a continuing request pursuant to the provisions of Penal Code Section 1054.7.

NOTICE TO ATTORNEY

The materials accompanying this notice may include information about witnesses which is disclosed to you pursuant to Penal Code Section 1054.2, which reads as follows:

> "No attorney may disclose or permit to be disclosed to a defendant, members of the defendant's family, or anyone else, the address or telephone number of a victim or witness whose name is disclosed to the attorney pursuant to subdivision (a) Section 1054.1 unless specifically permitted to do so by the Court after a hearing and showing of good cause."

Willful violation of this subdivision by an attorney is a misdemeanor. For purposes of this section, all names included in the attached reports are deemed to be witnesses pursuant to subdivision (a) of Section 1054.1.

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202456

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/11/22 1631	DOGS VS CHICKENS	[redacted] MEADOW, LN	

I CALLED THE RP, SHE SAID LAST FRIDAY FOUR BLACK LABS KILLED A DOZEN OF RP'S CHICKENS AT HER PROPERTY LISTED ABOVE. RP DID NOT WITNESS THE ATTACK, BUT PROVIDED ME WITH THE PERSON WHO SAW THE ATTACK AND KNOWS WHERE THE DOGS LIVE. I TOLD RP, DUE TO THE INCIDENT OCCURED SEVERAL DAYS AGO AND IT IS THE END OF ACO SHIFT, ACO WILL CONTACT HER WITNESS TOMORROW AND CONDUCT AN INVESTIGATION. RP SAID THAT WOULD BE OK.

Reporting Officer	Approval	Disposition	Activity	Area
[redacted]	[redacted]	COMPLETED	ACO	LUS

The Information (below) Relates to Call For Service Number: **0411220066**

Reporting Party Name (Last, First): [redacted]
Reporting Party Phone: [redacted] Ext
Reporting Party Address: [redacted]
City: MARIPOSA
Suspect Information (Last, First): ,
DOB: //
DL No:
Veh Lic No:
State:
Veh Yr:
Make:
Model:
Misc Information: ONGOING ISSUE W/LOOSE DOGS. PRINTED TO ACF

Dispatcher	How Received	Case Number	Priority	Unit	Unit	Unit	Unit
[redacted]	PHONE		3				

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: REPORTED DOGS VS CHICKENS.

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence:
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	MALE					

NO. 02

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: WITNESSED ATTACK.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 2:30:05PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202480

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/12/22 1536	LOOSE DOG FOLLOW UP	[redacted] MEADOW, LN	

FLWNG UP ON MC2202456, I 21 THE WITNESS [redacted] RE: THE DOGS VS CHICKENS. HE STATED THERE WERE 4 BLACK LABS ATTACKING CHICKENS AT AREA ABOVE. HE STATED HE RAN THEM OFF, BUT DID NOT FOLLOW THEM HOME. HE CONTACTED RESIDENTS IN THE AREA TO SEE WHO MAY KNOW OF THE DOG OWNER, AND CAME TO THE CONCLUSION THAT THE DOGS LIVED AT [redacted] CLOUDS REST. WITNESS STATED HE LEFT A NOTE @ POSSIBLE OWNER'S RES, AND RCVD A TEXT FROM THEM. HE ALSO STATED HE HEARD DOGS BARKING FROM INSIDE THE RES, AND SAW A DOG CONT OUTSIDE, BUT IT WASNT A BLACK LAB. I THEN 21 ORIGINAL RP AND ASKED IF SHE WANTED A DOG TRAP, SHE WAS RELUCTANT AT FIRST BC SHE WANTED ACO TO DO SMTHNG ELSE ABOUT IT, BUT THEN AGRD TO SET UP A DOG TRAP. I ATPD 21 W/ POSS OWNER BUT COULDNT LVM BECAUSE MAILBOX WAS FULL

Reporting Officer	Approval	Disposition	Activity	Area
[redacted]	[redacted]	COMPLETED	ACO	LUS

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted] — Involvement: REPORTING PARTY

Residence: [redacted] MARIPOSA — Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]			[redacted]		

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: REPORTED LOOSE DOGS

Name (Last, First, Middle & DOB): [redacted] — Involvement: WITNESS

Residence: [redacted] — Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	[redacted]					

NO. 02

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: WITNESSED ATTACK

Name (Last, First, Middle & DOB): [redacted] — Involvement: WITNESS

Residence: [redacted] CLOUDS REST MARIPOSA — Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]					

NO. 03

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: POSSIBLE DOG OWNER- NO CONTACT

Controlled Document, Duplication or Re-issuance Controlled by Law.

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202503

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/13/22 1206	DOG TRAP	[redacted]	

RP REQUESTED A DOG TRAP TO CATCH LOOSE DOGS FROM DOGS VS CHICKENS IN MC2202456 & MC2202480. ACO [redacted] AND I RESPONDED TO RP'S ADDRESS ABOVE AND LOANED OUT DOG TRAP. TRAP LIST UPDATED

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: MAR

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY

Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]			[redacted]		

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc

REQUESTED DOG TRAP

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:04:25PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202503

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/13/22 1206	DOG TRAP	[redacted] DEXTER VIEW, DR	

RP REQUESTED A DOG TRAP TO CATCH LOOSE DOGS FROM DOGS VS CHICKENS IN MC2202456 & MC2202480. ACO [redacted] AND I RESPONDED TO RP'S ADDRESS ABOVE AND LOANED OUT DOG TRAP. TRAP LIST UPDATED

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: MAR

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY

Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]			[redacted]		

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc

REQUESTED DOG TRAP

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:04:25PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202616

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/18/22 0937	DOGS VS CHICKENS	[redacted]	

I TALKED TO THE RP ON THE PHONE, SHE IS REQUESTING ANOTHER INVESTIGATION ON THE DOGS THAT KILLED HER CHICKENS IN MC2202480. I TOLD RP I WILL FORWARD THE INFO TO THE ACO THAT IS HANDLING THE CASE AND HAVE HER CONTACT THE WITNESS. TRACNET NOTE TO ACO [redacted] IT SHOULD BE NOTED NO NEW INCIDENTS OF DOGS VS CHIX.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area:

The Information (below) Relates to Call For Service Number:
0418220007

Reporting Party Name (Last, First): [redacted]
Reporting Party Phone: ([redacted] Ext
Reporting Party Address: [redacted]
City: MARIPOSA

Suspect Information (Last, First)	DOB	DL No	Veh Lic No	State	Veh Yr	Make	Model
,	//						

Misc Information: ADDRESS IS RPS COMMERCIAL FARM

Dispatcher	How Received	Case Number	Priority	Unit	Unit	Unit	Unit
[redacted]	PHONE		3				

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc

DOG VS CHICKENS.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:11:50PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202617

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/18/22 1401	1ST DOC PDD	[redacted] CLOUDS REST,	

ON TODAYS DATE I RESPONDED TO DOG OWNERS RES LISTED ABOVE AND MET W/ OWNER TO FOLLOW UP ON OWNERS DOGS KILLING CHICKENS IN MC2202480. OWNER WAS AWARE OF HER 4 DOGS BEING LOOSE THE DAY OF THE INCIDENT DUE TO HER GETTING TEXT FROM [redacted] WHO WITNESSED THE ATTACK. OWNER SAID SHE WAS NOT AWARE THAT HER DOGS KILLED 12 CHICKENS. OWNER SAID THE 4 DOGS INVOLOVED WAS THE 4 ONE YEAR OLD GIRLS BLACK LABS- MONTE, QUIET STORM, MAMA AND LADY. I EXPLAINED PDD AND ISSUED A 1ST DOCUMENTED INCIDENT TOWARDS PDD. I WARNED OWNER OF HER DOGS PROPENSITIES AND TO MAKE SURE HER DOGS STAY CONTAINED TO AVOID FURTHER ACTION BY ACO. I AGAIN OFFERED HELP TO OWNER TO CONTACT SPCA FOR AT LEAST HER 4 MALE DOGS THAT SHE CLAIMS ARE NOT AGGRESSIVE. I CALLED RP AND ADVISED DOGS WERE EISSUED 1ST DOC PDD.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: LUS

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] CLOUDS REST MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]					

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: DOG OWNER.

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

NO. 02

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: REPORTED DOGS VS CHICKENS.

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence:
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	[redacted]					

NO. 03

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: SAW DOGS VS CHIX. NO CONTACT.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:17:57PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202921

Date / Time of Call	Nature of Call	Location Address	Cross Street
05/02/22 0907	DOG VS CHICKENS FOLLOWUP	[redacted]	

I 21 RP, SAID DOG OWNERS DOGS THAT KILLED HER CHICKENS IN RECENT PAST (MC2202617) CAME BACK TO RP'S PROPERTY AT [redacted] & KILLED ABOUT 40 MORE CHICKENS ON FRIDAY 4/29/22. RP SAID HER FARM HAND WITNESSED ATTACK & KILLED/SHOT 2 OF THE DOGS DURING ATTACK & TOOK DEAD DOGS TO LANDFILL. RP SAID THIS INCIDENT THERE WAS 6 DOGS TOTAL. HER RANCH HAND WENT TO DOG OWNERS RES & OWNER WOULD NOT COME OUT OF RES, BUT YELLED THROUGH THE DOOR. RP'S FARM HAND WAS TOLD BY OWNER SHE IS MISSING 6 DOGS & FARM HAND HEARD ONE DOG INSIDE RES. FARM HAND HAS VIDEOS OF THE DOGS ON THE RP'S PROPERTY ACTING AGG & WHILE HE WAS AT OWNERS RES. IN MC2202617 ACO ISSUED A 1ST DOC INCIDENT TOWARDS PDD ON 4 0F THE OWNERS DOGS. I TOLD RP ACO WILL MOVE FORWARD W/ PDD & ADD A SUP TO MG2100192 FOR AT LARGE.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: LUS

The Information (below) Relates to Call For Service Number:
0502220012

Reporting Party Name (Last, First): [redacted]
Reporting Party Phone: [redacted] Ext
Reporting Party Address: [redacted]
City: MARIPOSA

Suspect Information (Last, First)	DOB	DL No	Veh Lic No	State	Veh Yr	Make	Model
,	//						

Misc Information: PRINTED TO ACF

Dispatcher	How Received	Case Number	Priority	Unit	Unit	Unit	Unit
CCHENOT	PHONE		3				

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: REPORTED DOGS VS CHICKENS.

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] CLOUDS REST MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]					

NO. 02

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: DOG OWNER.

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence:
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	MALE					

NO. 03

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: RPS FARM HAND.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:28:00PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	05/03/22	[redacted]

Supplement 13

On 05/02/2022, [redacted] reported [redacted]s dogs loose on her farm located at [redacted] Meadow Ln. The incident occurred on 04/29/2022. One of [redacted]s helpers on the farm, [redacted], saw 6 dogs on the property attacking [redacted]s chickens. [redacted] shot and killed 2 of the dogs, and possibly injured at least one other dog. He stated that the dogs had killed 34 chickens. [redacted] emailed Animal Control a video of the dogs on the property before killing the chickens, and a screenshot of the dogs on the property has been attached to this case under images. [redacted] also emailed photos of the aftermath, showing 18 chickens deceased, and 2 of [redacted]s dogs deceased. These photos are attached to this case under images as well.

On 05/02/2022, ACO [redacted] and I went to [redacted]s residence at [redacted] Clouds rest and spoke with her regarding her dogs and the incident that had occurred. She stated the two dogs that were shot are a male named Jumper, and a female named Stella. She refused to give names of the other dogs she owns, stating they did not have names. She told us that she has 14 dogs total, 13 adults and 1 puppy. ACO [redacted] told her that this incident would be added to the case, and she understood. She stated she has been looking to rehome the dogs, because she cannot handle all of them. We offered to take the dogs for immediate euthanization, but she refused.

RECOMMENDATION:

Attach to main case and forward to District Attorney's Office for review

Approved by : [redacted] Date : 05/04/2022 07:19 AM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202947

Date / Time of Call	Nature of Call	Location Address	Cross Street
05/04/22 1027	LOOSE DOGS	CLOUDS REST,	[redacted]

FOLLOWING UP ON DOGS VS CHICKENS INCIDENTS. I CONTACTED CC AND SPOKE WITH [redacted] RE: DECLARING DOGS AS PDD. SHE STATED SHE COULD NOT MOVE FORWARD W/ PDD DUE TO THE INABILITY TO IDENTIFY WHICH DOGS WERE INVOLVED IN EACH INCIDENT. I CONTACTED CHIX OWNER AND ADV HER OF THIS, BUT TOLD HER THAT WE DO HAVE A CASE FOR RUNNING AT LARGE. SHE STATED HER & HER NEIGHBORS ARE FILING RESTRAINING ORDERS AGAINST DOG OWNER & HER DOGS.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: LUS

ALPHA / VEHICLE

NO. 01

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] DEXTER VIEW LN MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]			[redacted]		

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: CHICKEN OWNER IN DOGS VS CHICKENS

NO. 02

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] CLOUDS REST MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]					

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: DOG OWNER

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:50:30PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2200436	05/12/22	[redacted]

Primary Narrative

ELEMENTS:

Food and Agriculture Code 31602 (c)
Any dog which, when unprovoked, on two separate occasions within the prior 36-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog.

DETAILS:

On 04/11/2022, animal Control received a call for service from [redacted] regarding a dog vs chickens incident. She wanted to report that 4 black dogs were spotted on her property at [redacted], and that they had killed 12 of her chickens. She stated there was a witness to the incident, [redacted] whom is her "ranch hand".

On 04/18/2022, Animal control responded to [redacted] residence at [redacted] Clouds Rest Rd to give her a warning regarding potentially dangerous dogs, and she named the 4 dogs in the first incident as "Quiet Storm", "Monte", "Mama", and "Lady", all female black labs.

On 05/02/2022, Animal Control received another call for service regarding a dog vs chickens incident at the same residence. [redacted] stated [redacted] once again was a witness to 6 black dogs attacking and killing approximately 40 of her chickens. [redacted] shot and killed 2 of the dogs, and possibly wounded others. When I spoke with [redacted] and [redacted], they stated they could identify the dogs in both incidents. I asked [redacted] to write out a statement describing both incidents, and identifying the dogs that were involved in each incident.

Below is a "paste" of the email [redacted] sent to Animal control

"Last Friday I paid for sheriff service to [redacted].
Please see attached for more detailed information about the dogs.
[redacted]

At approximately 7:00 pm on 4/7/2022 I was contacted by [redacted] (the neighbor who lives across [redacted] from the farm) that there were black dogs killing chickens on the farm.
I left Triangle Market Café immediately and headed to the farm. I pulled my truck into the farm and honked my horn down the driveway. I grabbed an axe and a shovel to protect myself and chase the dogs away that were killing chickens. Later [redacted] said I was brave for going after the dogs like that. There were four black dogs: one adult with ears up wearing a carry harness that looked like a black Belgian Malinois and three smaller younger dogs with ears down that looked like black labs/black lab mixes.
I found where the dogs broke into the farm by digging under both the fence and hot wires. (I plugged the hole with rocks and logs.) It took me two days going door to door asking neighbors who owned the dogs. One of the neighbors (Sierra Cider owner) showed me a post on the Next Door app from the same day of the incident: post by [redacted] "A pack of 4 large black dogs just ran through my property. They were running fast and looking like they were on the hunt for something. Did not look friendly!" Later [redacted] said the lead dog had ears up followed by three with ears down.
After locating the house where the dogs lived, I left a note on a truck at the house with my name and number and the dog owner texted me back once about her dogs: "Thank you for contacting me directly. If you have a solution that doesn't involve killing me or my dogs I am open to any and all options and assistance. I certainly do not appreciate the situation I am in either and would love for someone to help me find homes for these Beautiful dogs or help me donate them for the service work they were meant to do. I'm now out rummaging food for them so they don't eat me. Maybe I will get lucky and they will eat each other – reservoir dog style – lol – that's a joke they are good dogs, actually very good dogs over all its just too much, too many and I need help. Thank you again." I texted back asking what help was needed, what service work the dogs were in, and what kind of training did the dogs have. I also asked if she needed food. I did not receive a response. Later I found out that Animal Control previously had offered to help her with the dogs, but she refused.
[redacted] the farm owner called the Mariposa Sheriff and Animal Control who went to the house and spoke with the dog owner. Animal Control wrote up the incident.
At approximately 1:30 pm on 4/29/2022 I was called by [redacted] (the neighbor who lives across the field from the farm). She said there was a pack of black dogs that ran through her property and that she had already called Animal Control. I left Triangle Market Café immediately and headed to the farm. When I arrived I could see no chickens moving on the farm – only dead ones lying on the ground. Suspecting what had happened, I immediately drove over to [redacted] Clouds Rest to talk to the dog owner. I blew my truck horn up the driveway and was near the door. There was clearly only one big dog barking at me compared to the first time I went to the house when there were many dogs barking at me from inside the garage and house. While one dog was barking at me, the owner yelled at me through the door talking about not wanting the dogs, trying to feed them and killing them. (I have an audio recording that clearly has only one barking dog and her yelling.)
The dog owner did not come out of the house. I went back to the farm to collect the dead chickens. As I was collecting the dead chickens, I heard barking dogs. I left the dead chickens and went to grab the 22 and then walked towards the back of the property - where I saw the dogs. (It was then I realized that there was only one dog barking at me at her house because the other dogs were still on the farm). There were six total, one adult with ears up wearing a carry harnesses (female with a gray harness and faded collar) that looked like a black Belgian Malinois and five dogs with ears down that looked like black labs/lab mixes. One of these five dogs was male with a blue carry harness, another was wearing a collar, and three were not wearing collars.
I was taking videos on and off to record the dogs. At one point the dogs noticed me and came at me, that is when I shot at the dogs.
Between the one large dog at her house and the six dogs at the farm, there are at least seven large dogs and at least six are black (one with ears up and five with ears down). The two with harnesses are no longer alive. Another one and possibly two of the black labs/lab mixes were wounded – probably in the chest and front leg area because they were charging me – so at least one and possibly two of these dogs could be identified if they are at the house as well as verifying that the two adult black dogs wearing carry harnesses are missing (one looks like a Belgian Malinois and the other a black lab/black lab mix).
Two of the dogs with ears down are younger dogs with no collars. The next morning on 4/30/2022 they were at the gate entry of the farm and were blocking my entry into the farm so I had to use dog spray on them to get them to back off.
I have seen the dogs close on three occasions. I can pick out the remaining dogs from other dogs at her house (she also has at least one other dog that was not at the farm on 4/29/2022 and according to neighbors another litter

of puppies). A welfare check and examination of the dogs (if the dogs are still alive) would confirm that one and possibly two of the dogs with ears down (black lab/lab mixes) were wounded.
[redacted]

RECOMMENDATIONS:

Forward to County Counsel for review

Approved by : [redacted] Date : 05/16/2022 11:02 AM

2022 April - June: Log of activities related to dangerous dogs			
Week	**Date**	**Time (minutes)**	**Task**
4/5-4/11	4/8		Dead chickens to landfill
	4/8-4/10		Neighborhood investigation to locate where the dogs lived
	4/11		Give report to Mariposa Cty Sheriff's office
4/12-4/19			
	4/12/2022	9	Phone call to Mariposa County Sheriff's office/Animal Control
	4/12/2022	13	Phone call to farm manager
	4/13/2022	1	Phone call to farm manager
	4/13/2022	15	Phone call to Mariposa County Sheriff's office/Animal Control
	4/13/2022	1	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18/2022	7	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18/2022	1	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18/2022	13	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18	12	Phone call to farm manager
	4/18	8	Phone call to farm manager
	4/18	3	Phone call to farm manager
4/28-5/5			
	4/29		Purchase supplies
	4/30		Dead chickens and dead dogs to landfill
	5/2	4	Phone call to Mariposa County Sheriff's office/Animal Control
	5/2	1	Phone call to Mariposa County Sheriff's office/Animal Control
	5/2	38	Phone call to Mariposa County Sheriff's office/Animal Control
	5/2	3	Phone call to try to find attorney
	5/2	2	Phone call to try to find attorney
	5/2	16	Phone call to Mariposa County BoS
	5/2	11	Phone call to Mariposa County BoS
	5/4		File restraining order against dog owner
	5/4		Phone call from Mariposa Cty. Sheriff
	5/4		Purchase gas for truck for farm security checks
	5/5		Pre-purchase gun for farm defense

	5/5		Visit to Mariposa County Courthouse
	5/5	6	Phone call to farm manager
	5/5	4	Phone call to Mariposa County Sheriff's office/Animal Control
	5/5	2	Phone call to Mariposa County BoS
	5/5	3	Phone call to Mariposa County Superior Court
	5/5	10	Phone call to Mariposa County Superior Court
	5/5	1	Phone call to Corroborating Witness
5/6-5/13			
	5/6	5	Phone call to Mariposa County Sheriff's Dept.
	5/6	1	Phone call to farm manager
	5/6	18	Phone call to Mariposa County BoS
	5/6	12	Phone call to corroborating witness
	5/6	10	Phone call to corroborating witness
	5/6		Visit to Mariposa County DA's Office
	5/9		Therapy app
	5/9	7	Phone call to Mariposa County Sherrif's Dept.
	5/9	8	Phone call to farm manager
	5/9		Email to (redacted) re: farm helper statement
5/14-5/21			
	5/18		Purchase gas for truck for farm security checks
	5/20		Email to Mariposa Cty. DA, County Council, BoS Supervisors
	5/20		Email to Superior Court, Mariposa County Animal Control, Mariposa Cty. DA, County Council, BoS Supervisors
	5/20		Email to Mariposa Cty DA
	5/21		Email to BoS Supervisor
	5/21		Fax items
5/22-5/29			
	5/23	23	Phone call to Mariposa County Sherrif
	5/24	10	Phone call to corroborating witness
	5/24	60	Therapy app
	5/24		Copy items for court
	5/24	1	Phone call to corroborating witness
	5/25	37	Phone call to corroborating witness
	5/25	18	Phone call to corroborating witness
	5/25		Time in court (continued to 6/8)

	5/25	2	Phone call to Mariposa County Superior Court
	5/26		Purchase gun for farm defense (2)
	5/26		Purchase natural meds for stress
	5/27		Purchase game cameras and batteries for farm security
5/30-6/6			
	6/1	60	Therapy app
	6/2		Purchase gas for truck for farm security checks
	6/2		Pay Mariposa County Sheriff's Dept for service to dog owner
	6/2	17	Phone call to Mariposa County Sherrif
	6/2		Email to Mariposa Cty. DA, County Council, Animal Control, and BoS Supervisors
	6/2	1	Phone call to Mariposa County Superior Court
	6/2	5	Phone call to Mariposa County Superior Court
	6/3		Purchase natural meds for stress
6/7-6/14			
	6/7		Visit to Mariposa Couty Sheriff's Dept.
	6/7	4	Phone call to farm manager
	6/7	13	Phone call to corroborating witness
	6/8	6	Phone call to farm manager
	6/8	7	Phone call to farm manager
	6/8		Copy items for court
	6/8		Time in court to get restraining order
	6/9	4	Phone call to corroborating witness
	6/9	60	Acupuncture for stress relief
	6/10		Visit to Courthouse for copies
6/15-6/22			
	6/16		Purchase gas for truck for farm security checks
	6/20	60	Meeting trying to hire attorney
	6/21		Repair farm fence
6/23-6/30			
	6/23	60	Acupuncture for stress
	6/27		Copy/scan items for court
	6/30	2	Phone call to Mariposa County Animal Control

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-134

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Approve Loan Forgiveness Guidance for the Microenterprise and Business Assistance Programs

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RECOMMENDATION AND JUSTIFICATION

Approve Loan Forgiveness Guidance for the Microenterprise and Business Assistance Programs.

At the March 18, 2025, Board of Supervisors meeting, the Board directed staff to introduce proposed guidance for loan forgiveness for the Microenterprise and Business Assistance Programs. The Microenterprise and Business Assistance Grant & Loan programs provided six loans to local businesses ranging from $50,000 to $250,000, as well as eleven $10,000 grants. The businesses who received loans through this program were the following:

Mountain Fitness - $250,000
Where the Wild Things Play - $100,000
Dixins Fixins - $50,000
Local Grape/Vines & Vittles - $50,000
Lemon Drop - $50,000
Mountain Meadow Farms - $50,000
Total: $550,000

In our research, staff identified six municipalities that have similar Community Development Block Grant (CDBG) Microntерprise/Business Assistance loan forgiveness programs. Five of the six programs identified are in California. Plumas County, one of the examples provided, has a population size similar to Mariposa. These municipalities' loan forgiveness criteria are outlined in an attached document. The forgiveness criteria range from: (1) full forgiveness of the loan balance after demonstrating compliance with CDBG guidelines; (2) forgiveness of the loan not to exceed $20,000 after satisfying the program requirements; and (3) documented "unique circumstances such as.... market condition changes beyond the control of the business, and any other national or international condition that affected business operations to the extent that repayment of loan obligations could not be made."

U.S. Housing & Urban Development's (HUD) guidance for CDBG loan forgiveness explicitly states that "waiving repayment or a loan write-off should be done infrequently and only implemented when a) A national objective was met in 24 CFR 570.208; and b) The public benefit standards at 24 CFR 570.209(b) are met." The County has already collected compliance documentation for its Microenterprise and Business Assistance Loan recipients related to these requirements.

Based on the Board's direction, HUD guidance, and the other examples of CDBG loan programs, staff recommend that the Board consider the draft loan forgiveness guidance in the attached document.

BACKGROUND AND HISTORY OF BOARD ACTIONS

March 18, 2025 - The Board of Supervisors directed staff to introduce proposed criteria for loan forgiveness for the Microenterprise and Business Assistance Programs

May 21, 2024 - The Board of Supervisors considered a loan forgiveness request for the Lemon Drop. No action was taken.

August 1, 2023 - The Board of Supervisors adopted RES-2023-396 approving a Microenterprise Loan for Mountain Meadow Farms in the amount of $50,000 at a 2% interest rate for a 10-year term with possible loan forgiveness after one year of payments.

June 6, 2023 - The Board of Supervisors discussed the options for Mountain Meadow Farms's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

May 19, 2020 - The Board of Supervisors adopted RES-2020-255 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If guidance is not approved, loan recipients will not have direction on how to pursue loan forgiveness.

FINANCIAL IMPACT

Program income from monthly loan payments is set aside and can be accessed for additional CDBG projects that promote decent housing and expand economic opportunities for low-and moderate-income persons. If one or more businesses receive loan forgiveness, there would be a corresponding decline in CDBG program income.

ATTACHMENTS

1. **Loan Forgiveness - Other Muncipalities CDBG Programs**
2. **Draft Guidance for Loan Forgiveness**

VOTE RESULT

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

Criteria for Loan Forgiveness for CDBG Microenterprise/Business Assistance Loan Programs
Six Other Municipalities

Butte County – Microenterprise Loan Program– CDBG
Link to Program Guidelines

A key element of this loan program is to provide for loan balance forgiveness when the business has met its job retention requirements, and has fully expended all loan funds. Loan forgiveness will be based on the business retaining full-time equivalent positions of which for micro-enterprises, the owner is low/moderate income (LMI), or 51 % of microenterprise employees are low/moderate income households during the recovery period, anticipated to be three months. Once the business has done that, 100% of the loan balance can be forgiven. However, if loan funds are provided for working capital and operating expenses for a period that exceeds three months, then the loan may not be forgiven prior to the length of time the financing covers the business expense.

City of Porterville – Microenterprise Forgiveable Loan Program – CDBG
Link to Program Guidelines

- Documentation shall be provided by the applicant to evidence that MFLP funds were expended on eligible expenditures outlined in the approved budget, by category described in the budget.
- Recipients must provide a report and documentation of eligible expenses (i.e., receipts, paid invoices) at the end of the 12-month period, if the business is already in operation, or within twelve (12) months following the business's launch date if it is a startup.
- Documentation of continued active DUNS and SAM.gov number is required to forgive loan.
- Final site audit visit where the business owner will be asked to share how the Program helped them achieve their goals.

City of El Centro – CDBG-CV Microenterprise Loan Program
Link to Program Guidelines

Loans funded by this program (CDBG-CV funds) are eligible for loan forgiveness after six (6) calendar months from the time of the loan. To be eligible for loan forgiveness, the Applicant must retain one Full Time employee for a duration of six (6) months from the time of the loan. The retained employee must work for the business receiving the CDBG-CV funds. If the Applicant is a sole proprietor, eligibility for loan forgiveness requires the business receiving the CDBG-CV funds to remain in business for a duration of six (6) months. In either case, the business must remain located within the city limits of El Centro.

Full Time jobs are calculated based on a 40-hour work week. If the business does not employee Full Time employees, the requirement can be met through the Full Time Equivalent option by retaining multiple Part Time employees to fulfill the 40-hour work week requirement. For example, if the borrower chooses, they may retain two 20-hour work week, Part Time employees in lieu of one Full Time employee.

Plumas County Microenterprise Assistance & Recovery Forgivable Loan Program (CDBG-CV)
Link to Program Guidelines

In accordance with HUD Guidelines, the loan may be forgiven if the microenterprise documents, and attests, that it has continuously met the required National Objective of LMC (limited clientele where the microenterprise owner qualifies as LMI) or LMJ (job creation and retention). The forgiveness period is a minimum of three months up to a nine-month period following the date of the loan agreement. The National Objective must be met at the end of the forgiveness period.

The borrower will be asked to submit a request for loan forgiveness that documents and attests to the following:

- The borrower is in compliance with the terms of the loan.
- The borrower has met all the requirements of the Program.
- The borrower has submitted payroll documentation as evidence of any Job Retention required under the terms of the loan agreement.
- The borrower provides to the County between three months and nine months from the execution date of the loan agreement evidence of payment of eligible costs incurred during the period beginning March 13, 2020, and ending on May 11, 2023.
- The borrower agrees to return any funds not expended on eligible costs. The borrower will be required to sign a loan forgiveness affidavit that the terms and conditions of the loan have been met and provide additional evidence in the form of receipts, payroll reports, and/or rent statements that the loan funds were used as specified in the loan agreement.

City of Roseville COVID-19 Response Business Assistance Program
Link to Program Guidelines

The City will forgive 100% of the loan, not to exceed $20,000 provided:

- The borrower is in compliance with the terms of the loan;
- The borrower has met the requirements of the Program;
- The borrower has submitted payroll documentation as evidence of any Job Retention required under the Promissory Note;
- The borrower has provided evidence of payment of eligible costs to the City by June 30, 2021;
- The borrower has returned any funds not expended on eligible costs by June 30, 2021; and
- The borrower has submitted a Request for Loan Forgiveness form by June 30, 2021.

Lake County Indiana Revolving Loan Fund
Link to Program Guidelines

Loan Forgiveness is possible provided that there are unique circumstances that have affected the businesses ability to repay the loan obligations due to events outside the control of the business. The business shall provide to LCCEDD documentation of the unique circumstances to be reviewed by the LCEDC. If a business seeks loan forgiveness it must provide a written request signed by all officers of the corporation, LLC, partnership or entity.

The following documents shall accompany the loan forgiveness letter:
- Current financial statements of the business

• Documented unique circumstances such as cancelled orders, supplier or buyer layoffs, market condition changes beyond the control of the business, and any other national or international condition that affected business operations to the extent that repayment of loan obligations could not be made LCCEDD shall then add all of the documentation taken by it and the business pursuant to the default provisions in this policy and forward all items to the LCEDC and its attorney for review and consideration at Executive Session of the LCEDC. Attendees of the Executive Session shall include the LCEDC, its attorney, LCCEDD staff, and the business representatives. No final decisions can be made during the Executives Session. A public meeting, at a date and time as directed by the LCEDC, shall be held to provide a final decision to the business on the Loan Forgiveness request. The primary purpose of the Executive Session is to allow the business the opportunity to discuss business operations privately that could affect the business negatively if held during a public meeting.

Decisions of the LCEDC shall be final as determined in the public meeting. And the LCEDC will provide a documented reason for the loan forgiveness. The options available to the LCEDC include but are not limited to the following:

• Deferral of Loan Payments for loan longer than one year;
• Forgiveness of the defaulted loan balance to make the loan current pursuant to the originally approved, or modified, loan repayment schedule;
• Forgiveness of loan balance to get current and deferral;
• Forgiveness of loan balance to get current and the remainder of the loan repayment schedule;
• Requiring liens on property to secure any amount of loan deferral and/or loan forgiveness.

Any loan forgiveness, deferral, or combination should keep in mind the anticipated write-off of 25% of the loan portfolio.

Draft Guidance for Loan Forgiveness
Mariposa County CDBG Microenterprise/Business Assistance Loan Programs

In the Microenterprise/Business Assistance loan documents signed by Mariposa County and loan recipients, loan forgiveness is mentioned as a possibility: "The lender will review loan for possible forgiveness after one full year of payments." This document establishes a proposed framework for these loan forgiveness requests. The draft language is based on U.S. Housing & Urban Development's (HUD) guidance on debt collection/forgiveness and direction from the Board of Supervisors at the March 18, 2025 Board meeting.

HUD guidance for CDBG loan forgiveness explicitly states that "waiving repayment or loan write-off should be done infrequently and only implemented when a) A national objective was met in 24 CFR 570.208; and b) The public benefit standards at 24 CFR 570.209(b) are met." The County has already collected compliance documentation for its Microenterprise and Business Assistance Loan recipients related to these requirements.

The Board of Supervisors indicated during their March 18, 2025, that they wanted to establish guidance for loan forgiveness in exceptional circumstances. Below is the proposed language:

Loan Forgiveness Guidance

Loan balance forgiveness may be granted if the business experiences significant financial hardship due to external disasters or emergencies in the following categories:

- **Natural Disasters:** Wildfire, flood, or other environmental catastrophes causing operational disruptions
- **Public Safety Incidents:** Business impact due to civil disturbances, vandalism, or violent incidents affecting the owner or key employees
- **Unforeseen Medical Emergencies:** Sudden hospitalization or injury of the business owner or a key employee that significantly affects business operations.

A written request to the Board for loan forgiveness must be submitted within one year of the approval of this board action, or thereafter, within one year of the incident. The written request should include insurance claims or reports, official documentation (e.g., FEMA, local government reports), photos or videos of damages, medical records (if the hardship is health-related), and financial statements showing significant revenue loss. Significant revenue loss is demonstrated by a revenue decline of 50% or more for a six-month period before and after the external disaster or emergency. Mariposa County can request additional financial documentation, including IRS tax receipts, to evaluate a loan forgiveness request.

For a loan forgiveness request to be granted, the borrower must submit a request for forgiveness that documents and attests to the following:

- The borrower is in compliance with the terms of the loan
- The borrower has met all the requirements of the Program
- The borrower has submitted payroll documentation as evidence of any Job Retention required under the terms of the loan agreement.
- The borrower provides the County evidence of payment of eligible costs
- The borrower agrees to return any funds not expended on eligible costs. The borrower will be required to sign a loan forgiveness affidavit that the terms and conditions of the loan have been met and provide additional evidence in the form of receipts, payroll reports, and/or rent statements that the loan funds were used as specified in the loan agreement.

All borrowers must demonstrate that: a) A national objective was met in 24 CFR 570.208; and b) The public benefit standards at 24 CFR 570.209(b) are met.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-135

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Changes to Mariposa County Branding and to the Process for Minor Changes to the County Brand and Style Guide

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RECOMMENDATION AND JUSTIFICATION

Approve Changes to Mariposa County Branding and to the Process for Minor Changes to the County Brand and Style Guide.

The Public Information Officer is requesting approval for changes to the Mariposa County Brand and the requirements for minor changes to the brand and County Style Guide process.

In 2019, the Board approved the County's official branding and Style Guide, which established key brand elements such as the County emblem, seal, colors, taglines and various templates for official communications. Since its adoption, staff have regularly utilized some of these elements; however, some components of the Style Guide have been underutilized or have created unnecessary administrative requirements.

To streamline branding implementation while maintaining the County's identity, it is recommended that the Board approve the following updates: eliminating the use of the County "M logo," establishing Calibri as the official County font for body copy and most other uses, and revising the approval process for minor branding changes and revisions of the County Style Guide.

Moving forward, Board approval would only be required for major changes to the County's brand, as it applies to the County seal, County emblem, colors, standard font, or taglines. All other branding elements—including routine updates to the Style Guide, Brand Design Guide, templates, and any items not listed as requiring Board approval—may be modified at the discretion of the Public Information Officer (PIO) and County Administrative Officer (CAO). These updates will ensure branding consistency, reduce administrative burden, and allow staff to efficiently implement branding guidelines without requiring frequent Board approvals for minor adjustments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In 2019, the Board approved the County's official branding and Style Guide, establishing key brand elements such as the emblem, seal, colors, and templates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If no action is taken, the County will continue operating under the existing Style Guide, which includes unused or confusing elements like the “M logo” and requires Board approval for minor branding updates. This could result in continued administrative inefficiencies, limiting staff’s ability to make necessary adjustments to templates and branding materials. Additionally, the lack of clarity on branding components may lead to inconsistent application across County communications. Approving the proposed changes will streamline branding processes while maintaining Board oversight on major modifications.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 4.8.25 Style Guide Presentation

VOTE RESULT

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

Enhancing Our Brand: Proposed Updates & Streamlined Processes

April 8, 2025 | Public Information Office

Agenda

- Introduction
- Why is Branding Important
- Background on Current Guide
- Elements from Current Guide That Are Rarely Used
- Brand Recommendations
- Operation Adjustments
- Implementation Plan
- For Approval Today

Introduction

- **Purpose:** Streamline implementation of Mariposa County's brand while reducing unnecessary Board approvals.
- **Key Proposal:** Maintain branding fundamentals but simplify tools for staff.
- **Request for Approval:**
  - Small changes to our Brand
  - Approval only required for changes to Brand or simplified Style Guide

Why is Branding Important

- Ensures professionalism and consistency
- Facilitates decision-making and training
- Enhances visual appeal across County communications

Background on Current Guide

- In 2019, Board approved the County's official branding and Style Guide
- Current Style Guide is VERY comprehensive and includes:
  - Official County emblem & seal
  - Design elements including County "M logo", County badge, other graphics
  - Fonts – includes font used in official County emblem and others
  - Official County colors
  - Letterhead, memos, and signature templates
- HHSA and Sheriff have their own branding so do not use the Style Guide

County Emblem

Official County Seal

M Logo

MARIPOSA
COUNTY

Badge

Additional Graphics

Elements Rarely Used

- County “M logo” – Originally for marketing, but not in use
- County badge – Supplementary artwork with limited application
- Additional graphics – Limited to special projects
- Fonts
  - Not widely available to staff due to purchase requirements
  - Note that one of the fonts is used in our official emblem
- Taglines – Occasionally used, but not consistently incorporated

Brand Recommendations

- **(Most) Fundamentals Remain:**
  - Maintain County seal, County emblem, colors, graphic elements, taglines, and brand fonts
  - Propose removing the “M logo”
    - Don’t recommend using it instead of the County emblem
    - It is confusing to utilize it in our brand since it is a logo, but the emblem serves as our logo.

Brand Recommendations (cont.)

- **Standard Brand Font:** Designate Calibri as standard brand font for body copy as well as most other uses
  - Adheres to ADA standards
  - Easy to use for staff
  - Brand font options will still be available for advanced design projects
  - Brand fonts for Canva users will also be provided

Operation Adjustments

- **Templates:** Remove from Style Guide to increase flexibility
- **One-page Style Guide:** Simplified guide will be easy-to-use for all staff
- **Brand Design Guide:** Former Style Guide repurposed as a Brand Design Guide for advanced design needs
- **Changes:** Changes to Style Guide, Brand Design Guide, & Templates would be made at the discretion of the PIO and CAO.
- **Approvals:** Require Board approval only on any major changes to Brand. This would include only changes to official County seal, County emblem, colors, standard brand font, or taglines

Implementation Plan

- **Launch:**
  - Announce new Style Guide/branding materials to staff, targeting May 2025
- **Training:** Conduct training session upon relaunch
- **Intranet:** Make all materials available on the intranet
    - One-page Style Guide and Brand Design Guide
    - Templates for all branded items
    - Recordings of training sessions
- **Onboarding:** Continue providing Communications onboarding to new staff with info on where to find Style Guide materials and templates on the intranet

For Approval Today

- Maintaining current brand, but approve the two changes proposed today:
  - Eliminating the use of the “M logo”
  - Establishing Calibri as the official County font for body copy and most other uses
- In the future, only require Board approval on any major changes to Brand
  - Major changes would be considered any changes to seal, emblem, colors, standard font, or taglines
  - Changes to Style Guide, Brand Design Guide, & Templates would be made at the discretion of the PIO and CAO

THANK YOU
ANY QUESTIONS?

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 8, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Budget Study Session Regarding Fiscal Year 2025-2026 (FY26) Assessor and Probation Budget Requests

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RECOMMENDATION AND JUSTIFICATION

Budget Study Session Regarding Fiscal Year 2025-2026 (FY26) Assessor and Probation Budget Requests.

This item is intended to allow the Board of Supervisors to review the FY26 Assessor and Probation budget requests. Staff will use Board comments and direction to present a balanced budget for further Board and public comment and review prior to a public hearing to be held in June.

All other departments will present their budget requests during the April 15th meeting. However, Probation Chief, Ryan Oliphant, and Assessor Recorder, Vince Kehoe, have conflicts on that date, so we are scheduling the Assessor and Probation budget study session a week earlier.

The Board and staff will be working to balance all funds as part of the budget development process.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board typically approves a balanced budget prior to June 30th of each fiscal year, as required by state code. This study session is intended to provide the Board with departmental goals and associated budget requests to initiate the budgeting process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action requested, just discussion and questions.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **FY26 Requested Budget Study Session 4.8.25**
2. **Probation Mission**
3. **Probation**

Program Description:
The County Assessor, an elected official, is governed by the Constitution of the State of California, the laws passed by the State Legislature, and the rules adopted and promulgated by the California State Board of Equalization.

The County Assessor must annually assess all taxable property in the County, except for State-assessed property, to the person, business, or legal entity owning, claiming, possessing, or controlling the property on January 1, also referred to as the lien date. The duties of the County Assessor are to discover all assessable property, to inventory and list all taxable property, to value the property, and to enroll the property on the local assessment roll. The assessor's primary responsibility is to annually determine the proper taxable value for each property, so the owner is assured of paying the correct amount of property tax for the support of local government.

The County Recorder is responsible for creating and maintaining permanent records of all recorded documents that serve as a legal basis for determining real property ownership (various deeds), recording Records of Survey and Parcel Maps, recording mining location notices, and providing annual proof of labor for determining taxable personal property, and is the local Registrar of Vital Statistics such as certificates of birth, death, and marriage.

Other Department Funds

***3379 Recorders Modernization**
Fees collected by statute on recordings are deposited into this fund and are required to be used to offset the costs of document recording and/or support for this service.

3386 Recorder Cash Difference
This fund accounts for any overages for recording fees that go undetected at the time of collection. Conversely, this fund may also be used to correct any underpayment for recording fees that are not detected at the time the payment is processed.

***3389 Micro Conversion-Recorder**
By statute, a portion of recording fees collected is deposited into this fund and must be used for micrographics costs.

***3399 Vital Health - Recorder**
A portion of fees collected for recording vital statistics is deposited into this fund. This money has historically been used for funding equipment purchases.

3419 Social Security Truncation
This fund was established with Resolution 08-33 authorizing the Assessor/Recorder to collect a fee of $1 per recorded document. This fee was included in AB 1168 to offset the cost of truncating the first five digits of social security numbers on recorded documents. The new law requires that all documents recorded

since January 1, 1980, have the first five digits of the social security number truncated and a separate "public record" document created. The accumulated funds will be transferred to the Recorders Modernization fund, which initially paid for the software to truncate the social security numbers.

3455 County Assessors Grant
Fund was established in Fiscal Year 19 to track revenue and expenses associated with a grant received from the State to purchase new property tax software. Funds were received in three annual payments and must be matched by the County. For every dollar the County spends, two grant dollars may be spent.

Requested Changes:

*Non-general funds held in three department funds (3379, 3389, and 3399) will be used in FY25-26 to convert the County recording system from AS400 to a recording system hosted by Tyler Technologies. This conversion has been approved by the Board of Supervisors.

Increase software costs in the general fund to pay for Megabyte property tax software licensing for the first time this year. Take steps to close the 3455 County Assessors Grant fund where those Megabyte costs previously had been paid.

Recommended Changes:

Final Budget Changes:

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
1001: General Fund	41103: Property Transfer Tax	No Program	-	-	-	-	-	1,633
1001: General Fund	**R41000: Tax Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**1,633**
1001: General Fund	47292: Recording Fees GC27361	No Program	42,000	-	70,000	29,538	41,211	41,652
1001: General Fund	47295: SB2 Administration Fees	No Program	10,000	-	15,000	6,315	10,496	11,007
1001: General Fund	47296: Each Additional Page GC27361	No Program	10,000	-	15,000	7,393	10,009	10,665
1001: General Fund	47298: Open Every Business Day	No Program	3,000	-	5,000	2,417	3,353	3,412
1001: General Fund	47299: Indexed Within Two Days	No Program	3,000	-	5,000	2,417	3,323	3,370
1001: General Fund	47301: Assessor's Fees	No Program	10,000	-	10,000	5,721	11,715	11,768
1001: General Fund	47401: Miscellaneous Fees	No Program	20,000	-	20,000	14,180	19,546	19,825
1001: General Fund	**R47000: Fees For Service Revenues**	**No Program**	**98,000**	**-**	**140,000**	**67,981**	**99,652**	**101,698**
1001: General Fund	**Revenues: Total Revenue**	**No Program**	**98,000**	**-**	**140,000**	**67,981**	**99,652**	**103,331**
1001: General Fund	51111: Regular salaries and wages	No Program	914,351	-	850,452	630,639	778,590	711,445
1001: General Fund	51112: Extra Help	No Program	-	-	-	6,583	387	3,577
1001: General Fund	51115: Overtime	No Program	-	-	-	-	705	9,770
1001: General Fund	51116: Overtime Straight to Extra Straight Hours	No Program	-	-	-	-	356	1,470
1001: General Fund	51202: Longevity Pay	No Program	10,640	-	10,118	7,728	8,404	9,185
1001: General Fund	52101: Retirement - Employer	No Program	96,754	-	93,889	69,598	86,616	73,883
1001: General Fund	52102: Unfunded Liability Payment Total	No Program	146,736	-	124,511	96,507	108,334	115,358
1001: General Fund	52201: Medical - Active Employees	No Program	93,669	-	84,580	64,092	67,213	62,861
1001: General Fund	52202: Dental - Active Employees	No Program	7,914	-	7,755	5,562	8,000	7,849
1001: General Fund	52203: Vision - Active Employees	No Program	1,630	-	1,487	1,137	1,489	1,353
1001: General Fund	52205: Life Insurance	No Program	611	-	611	418	570	478
1001: General Fund	52206: Cash Cafeteria Plan	No Program	52,854	-	49,036	46,426	45,844	37,288
1001: General Fund	52208: Medical Insurance Administrative Fee	No Program	600	-	600	225	302	251
1001: General Fund	52301: Social Security Total	No Program	61,206	-	53,405	41,935	50,174	47,842
1001: General Fund	52302: Medicare Total	No Program	14,312	-	12,491	9,907	11,734	11,198
1001: General Fund	52303: SDI Total	No Program	9,324	-	9,475	6,560	6,975	6,364
1001: General Fund	52401: Accrued Benefits	No Program	-	-	-	1,318	-	12,493
1001: General Fund	52502: Group Health for Retirees	No Program	104,531	-	90,154	63,338	78,666	70,296

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
1001: General Fund	**E50000: Salary and Benefit Expenses**	**No Program**	**1,515,132**	**-**	**1,388,564**	**1,051,973**	**1,254,362**	**1,182,961**
1001: General Fund	60101: Uniforms / Clothing	No Program	-	-	1,000	-	-	-
1001: General Fund	60106: Pre-Employment and Qualification Testing Expenses	No Program	-	-	-	-	-	139
1001: General Fund	60111: Training and Seminars	No Program	6,000	-	6,000	1,075	2,345	1,382
1001: General Fund	60121: Meals	No Program	250	-	250	220	208	240
1001: General Fund	60122: Lodging	No Program	4,000	-	4,000	3,075	2,259	3,214
1001: General Fund	60123: Mileage	No Program	1,500	-	1,500	145	453	847
1001: General Fund	60124: Transportation - Employee	No Program	1,000	-	1,000	-	509	838
1001: General Fund	60131: Maintenance - Equipment	No Program	2,500	-	2,000	2,106	1,581	22,144
1001: General Fund	60191: Memberships	No Program	3,600	-	1,500	3,610	1,324	2,845
1001: General Fund	60201: Miscellaneous Expense	No Program	-	-	-	(80)	(269)	-
1001: General Fund	60211: Copy Machine Expense	No Program	1,500	-	2,000	905	1,361	1,177
1001: General Fund	60213: Office Supplies	No Program	15,000	-	7,500	9,442	12,605	26,082
1001: General Fund	60214: Postage	No Program	8,000	-	7,000	4,607	6,011	16,613
1001: General Fund	60215: Janitorial Supplies	No Program	-	-	-	-	-	29
1001: General Fund	60301: General Professional Services	No Program	-	-	-	-	-	100
1001: General Fund	60371: Bank Fees	No Program	50	-	40	50	20	30
1001: General Fund	60391: Rents and Leases - Equipment	No Program	1,500	-	1,500	1,359	1,434	358
1001: General Fund	60411: Telephone and Internet	No Program	2,800	-	2,600	1,764	2,552	2,705
1001: General Fund	60421: Equipment Technology	No Program	-	-	-	48	-	-
1001: General Fund	60431: Software	No Program	115,800	-	14,000	14,630	14,236	9,718
1001: General Fund	*60431: Software*	*HTE*	*3,700*	-	-	-	-	-
1001: General Fund	*60431: Software*	*Megabyte*	*100,000*	-	-	-	-	-
1001: General Fund	*60431: Software*	*Questys*	*1,700*	-	-	-	-	-
1001: General Fund	*60431: Software*	*Tyler Development Services*	*9,000*	-	-	-	-	-
1001: General Fund	*60431: Software*	*Adobe Pro*	*900*	-	-	-	-	-
1001: General Fund	*60431: Software*	*VREF Airplane Property Tax System*	*500*	-	-	-	-	-
1001: General Fund	60441: Fuel	No Program	1,000	-	1,500	580	811	535
1001: General Fund	60524: Client - Food	No Program	-	-	-	46	-	-
1001: General Fund	60552: Client - Fuel Transport	No Program	-	-	-	71	-	-
1001: General Fund	60621: County Vehicle Expense	No Program	6,000	-	6,000	3,699	5,237	1,958
1001: General Fund	**E60000: Operating Expenses**	**No Program**	**170,500**	**-**	**59,390**	**47,352**	**52,677**	**90,954**

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
1001: General Fund	80111: Transfer Out - General	No Program	-	-	37,587	37,587	123,400	-
1001: General Fund	80231: General Insurance	No Program	41,975	-	34,003	24,144	27,423	27,682
1001: General Fund	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**41,975**	**-**	**71,590**	**61,731**	**150,823**	**27,682**
1001: General Fund	**Expenses: Total Expense**	**No Program**	**1,727,607**	**-**	**1,519,544**	**1,161,056**	**1,457,861**	**1,301,597**
1001: General Fund	**MPC_Budget Net Balance**	**No Program**	**1,629,607)**	**-**	**1,379,544)**	**1,093,075)**	**1,358,209)**	**1,198,266)**
3379: Recorders Modernization Fund	44201: Interest From Investments	No Program	2,000	-	1,000	2,005	3,191	1,703
3379: Recorders Modernization Fund	**R44000: Interest Revenues**	**No Program**	**2,000**	**-**	**1,000**	**2,005**	**3,191**	**1,703**
3379: Recorders Modernization Fund	47291: Recorders Modernization	No Program	15,000	-	20,000	9,924	13,624	14,230
3379: Recorders Modernization Fund	47294: Micro Conversion Fees	No Program	-	-	-	-	-	21
3379: Recorders Modernization Fund	**R47000: Fees For Service Revenues**	**No Program**	**15,000**	**-**	**20,000**	**9,924**	**13,624**	**14,251**
3379: Recorders Modernization Fund	**49999: Beginning Fund Balance**	**No Program**	**102,673**	**-**	**120,960**	**-**	**-**	**-**
3379: Recorders Modernization Fund	**Revenues: Total Revenue**	**No Program**	**119,673**	**-**	**141,960**	**11,929**	**16,815**	**15,954**
3379: Recorders Modernization Fund	60213: Office Supplies	No Program	-	-	-	1,783	7,316	-
3379: Recorders Modernization Fund	60216: Storage - File, Furniture, and Equipment	No Program	-	-	-	6,441	-	-
3379: Recorders Modernization Fund	60431: Software	No Program	25,000	-	48,000	21,345	-	-
3379: Recorders Modernization Fund	**E60000: Operating Expenses**	**No Program**	**25,000**	**-**	**48,000**	**29,569**	**7,316**	**-**
3379: Recorders Modernization Fund	70511: Software Fixed Assets	No Program	94,673	-	93,960	-	-	-
3379: Recorders Modernization Fund	**E70000: Fixed Asset Expenses**	**No Program**	**94,673**	**-**	**93,960**	**-**	**-**	**-**
3379: Recorders Modernization Fund	**Expenses: Total Expense**	**No Program**	**119,673**	**-**	**141,960**	**29,569**	**7,316**	**-**
3379: Recorders Modernization Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**17,640)**	**9,499**	**15,954**
3386: Recorder Cash Difference	47221: LDA/LLA Revenue	No Program	-	-	-	-	-	320
3386: Recorder Cash Difference	**R47000: Fees For Service Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**320**
3386: Recorder Cash Difference	48221: Recorder - Liens	No Program	-	-	-	(40)	76	(138)
3386: Recorder Cash Difference	48222: Recorder - Over & Short	No Program	-	-	-	30	20	30
3386: Recorder Cash Difference	48241: Cash Difference-Tax Collector	No Program	1,526	-	1,562	267	8,469	-
3386: Recorder Cash Difference	**R48000: Miscellaneous Revenues**	**No Program**	**1,526**	**-**	**1,562**	**257**	**8,565**	**(108)**
3386: Recorder Cash Difference	**49999: Beginning Fund Balance**	**No Program**	**(1,526)**	**-**	**(1,062)**	**-**	**-**	**-**
3386: Recorder Cash Difference	**Revenues: Total Revenue**	**No Program**	**0**	**-**	**500**	**257**	**8,565**	**212**
3386: Recorder Cash Difference	60201: Miscellaneous Expense	No Program	-	-	500	801	9,078	1,602
3386: Recorder Cash Difference	**E60000: Operating Expenses**	**No Program**	**-**	**-**	**500**	**801**	**9,078**	**1,602**
3386: Recorder Cash Difference	**Expenses: Total Expense**	**No Program**	**-**	**-**	**500**	**801**	**9,078**	**1,602**
3386: Recorder Cash Difference	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**544)**	**513)**	**1,390)**
3389: Micro Conversion-Recorder	44201: Interest From Investments	No Program	800	-	500	709	1,060	545

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

			Budget			Actual		
			Requested 2025-2026	Recommended 2025-2026	Current 2024-2025	Year to Date 2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
3389: Micro Conversion-Recorder	**R44000: Interest Revenues**	**No Program**	**800**	**-**	**500**	**709**	**1,060**	**545**
3389: Micro Conversion-Recorder	47294: Micro Conversion Fees	No Program	5,000	-	5,000	2,638	6,342	3,584
3389: Micro Conversion-Recorder	**R47000: Fees For Service Revenues**	**No Program**	**5,000**	**-**	**5,000**	**2,638**	**6,342**	**3,584**
3389: Micro Conversion-Recorder	**49999: Beginning Fund Balance**	**No Program**	**45,758**	**-**	**42,575**	**-**	**-**	**-**
3389: Micro Conversion-Recorder	**Revenues: Total Revenue**	**No Program**	**51,558**	**-**	**48,075**	**3,347**	**7,402**	**4,129**
3389: Micro Conversion-Recorder	70511: Software Fixed Assets	No Program	51,558	-	48,075	-	-	-
3389: Micro Conversion-Recorder	**E70000: Fixed Asset Expenses**	**No Program**	**51,558**	**-**	**48,075**	**-**	**-**	**-**
3389: Micro Conversion-Recorder	**Expenses: Total Expense**	**No Program**	**51,558**	**-**	**48,075**	**-**	**-**	**-**
3389: Micro Conversion-Recorder	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**3,347**	**7,402**	**4,129**
3399: Vitals - Recorder	44201: Interest From Investments	No Program	1,500	-	600	1,201	1,878	1,083
3399: Vitals - Recorder	**R44000: Interest Revenues**	**No Program**	**1,500**	**-**	**600**	**1,201**	**1,878**	**1,083**
3399: Vitals - Recorder	47401: Miscellaneous Fees	No Program	3,000	-	3,000	2,268	2,952	2,939
3399: Vitals - Recorder	**R47000: Fees For Service Revenues**	**No Program**	**3,000**	**-**	**3,000**	**2,268**	**2,952**	**2,939**
3399: Vitals - Recorder	**49999: Beginning Fund Balance**	**No Program**	**76,105**	**-**	**72,752**	**-**	**-**	**-**
3399: Vitals - Recorder	**Revenues: Total Revenue**	**No Program**	**80,605**	**-**	**76,352**	**3,469**	**4,831**	**4,022**
3399: Vitals - Recorder	70511: Software Fixed Assets	No Program	80,605	-	76,352	-	-	-
3399: Vitals - Recorder	**E70000: Fixed Asset Expenses**	**No Program**	**80,605**	**-**	**76,352**	**-**	**-**	**-**
3399: Vitals - Recorder	**Expenses: Total Expense**	**No Program**	**80,605**	**-**	**76,352**	**-**	**-**	**-**
3399: Vitals - Recorder	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**3,469**	**4,831**	**4,022**
3419: SSN Truncation-Recorder	44201: Interest From Investments	No Program	500	-	300	501	746	395
3419: SSN Truncation-Recorder	**R44000: Interest Revenues**	**No Program**	**500**	**-**	**300**	**501**	**746**	**395**
3419: SSN Truncation-Recorder	47293: SS# Truncation Fee	No Program	3,000	-	3,000	2,432	3,318	3,400
3419: SSN Truncation-Recorder	**R47000: Fees For Service Revenues**	**No Program**	**3,000**	**-**	**3,000**	**2,432**	**3,318**	**3,400**
3419: SSN Truncation-Recorder	**49999: Beginning Fund Balance**	**No Program**	**32,698**	**-**	**29,916**	**-**	**-**	**-**
3419: SSN Truncation-Recorder	**Revenues: Total Revenue**	**No Program**	**36,198**	**-**	**33,216**	**2,933**	**4,063**	**3,795**
3419: SSN Truncation-Recorder	60201: Miscellaneous Expense	No Program	36,198	-	33,216	-	-	-
3419: SSN Truncation-Recorder	**E60000: Operating Expenses**	**No Program**	**36,198**	**-**	**33,216**	**-**	**-**	**-**
3419: SSN Truncation-Recorder	**Expenses: Total Expense**	**No Program**	**36,198**	**-**	**33,216**	**-**	**-**	**-**
3419: SSN Truncation-Recorder	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**2,933**	**4,063**	**3,795**
3455: County Assessors' Grant	44201: Interest From Investments	No Program	-	-	3,000	793	3,623	4,521
3455: County Assessors' Grant	**R44000: Interest Revenues**	**No Program**	**-**	**-**	**3,000**	**793**	**3,623**	**4,521**
3455: County Assessors' Grant	49101: Transfer In - General	No Program	-	-	37,587	37,587	123,400	123,400
3455: County Assessors' Grant	**R49000: Transfer In Revenues**	**No Program**	**-**	**-**	**37,587**	**37,587**	**123,400**	**123,400**

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
3455: County Assessors' Grant	**49999: Beginning Fund Balance**	**No Program**	**6,112**	**-**	**103,717**	**-**	**-**	**-**
3455: County Assessors' Grant	**Revenues: Total Revenue**	**No Program**	**6,112**	**-**	**144,304**	**38,380**	**127,023**	**127,921**
3455: County Assessors' Grant	60431: Software	No Program	6,112	-	103,647	95,260	273,177	105,288
3455: County Assessors' Grant	**E60000: Operating Expenses**	**No Program**	**6,112**	**-**	**103,647**	**95,260**	**273,177**	**105,288**
3455: County Assessors' Grant	70511: Software Fixed Assets	No Program	-	-	40,657	40,656	0	162,625
3455: County Assessors' Grant	**E70000: Fixed Asset Expenses**	**No Program**	**-**	**-**	**40,657**	**40,656**	**0**	**162,625**
3455: County Assessors' Grant	**Expenses: Total Expense**	**No Program**	**6,112**	**-**	**144,304**	**135,916**	**273,177**	**267,913**
3455: County Assessors' Grant	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**97,536)**	**146,154)**	**139,991)**
Total Funds	**MPC_Net Balance**	**Total Program**	**(1,629,607)**	**-**	**(1,379,544)**	**(1,199,046)**	**(1,479,081)**	**(1,311,747)**

Organization: Juvenile Detention / Probation **Budget Unit #: 223**

Program Description:
The Chief Probation Officer is responsible for the operations of the facility. The 4-bed Special Purpose Juvenile Hall is used to detain juvenile offenders for a period of up to 96 hours. The facility is staffed with on-call employees when a youth is detained after hours. Youth requiring detention beyond 96 hours are transported to a full-service juvenile hall in another county. Mariposa County currently has housing contracts with the Madera and Tuolumne County Juvenile Probation Departments. Youth detained in any juvenile hall have access to counseling, mentoring, educational, and other services as needed.

Accomplishments:

- All juveniles detained were safely cared for, with no injuries, suicide attempts or escapes from custody occurring.
- No officers were injured during any incarceration event.

Goals and Objectives for Fiscal Year:

- Maintain current extra-help probation corrections officer employees and recruit as needed.
- Create a training curriculum and provide training to new and current Deputy Probation Officers so they can be utilized to supervise youth in custody.
- Continue and enhance prevention and early intervention services, both internally and in collaboration with community-based organizations, to support youth in making positive choices. Continue to encourage constructive behavior while ensuring accountability and safeguarding the community.

Other Department Funds

3418 Probation Juvenile Facilities
The budget bill language (AB 178: 5227-119-0001) identifies the allowable use of these funds: “With a focus on providing therapeutic, youth-centered, traumainformed, and developmentally appropriate rehabilitative environments for youth, funding allocated from this item shall be used to modernize units and sleeping rooms; create more normative space; add treatment, vocational, educational, recreational, visitation, and family engagement space; and enhance security infrastructure to the extent it promotes creation or expansion of these specified spaces.”

Requested Changes:
Increase in support and care of persons from $21,000 in the FY25 Recommended Budget to $75,000 due to juvenile detention bed days tripling in FY 24-25. In addition, the cost of detention beds in juvenile halls has increased statewide.

Recommended Changes:

Mariposa County

Lineitem Worksheet - 223 - Juvenile Detention
Revenues and Expenses:

			Budget			Actual		
			Requested 2025-2026	Recommended 2025-2026	Current 2024-2025	Year to Date 2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
1001: General Fund	51111: Regular salaries and wages	No Program	115,402	-	109,556	63,090	102,088	102,078
1001: General Fund	51112: Extra Help	No Program	45,000	-	20,000	12,659	20,762	1,861
1001: General Fund	51115: Overtime	No Program	1,000	-	1,000	88	563	706
1001: General Fund	51202: Longevity Pay	No Program	4,177	-	2,391	1,726	-	-
1001: General Fund	51207: Standby Call Back Pay	No Program	12,500	-	12,500	5,803	12,676	12,324
1001: General Fund	51213: Uniform Allowance	No Program	772	-	772	470	772	773
1001: General Fund	51215: Incentive Pay - PERS	No Program	-	-	390	98	390	130
1001: General Fund	52101: Retirement - Employer	No Program	16,729	-	17,015	8,882	13,837	13,107
1001: General Fund	52102: Unfunded Liability Payment Total	No Program	17,581	-	16,301	12,636	12,633	23,093
1001: General Fund	52201: Medical - Active Employees	No Program	-	-	9,727	2,433	9,339	8,409
1001: General Fund	52202: Dental - Active Employees	No Program	882	-	1,136	586	1,171	1,252
1001: General Fund	52203: Vision - Active Employees	No Program	182	-	226	120	226	226
1001: General Fund	52205: Life Insurance	No Program	50	-	50	27	43	43
1001: General Fund	52206: Cash Cafeteria Plan	No Program	11,952	-	7,968	6,308	7,968	7,968
1001: General Fund	52208: Medical Insurance Administrative Fee	No Program	75	-	75	6	25	20
1001: General Fund	52301: Social Security Total	No Program	9,125	-	9,123	4,458	6,847	7,006
1001: General Fund	52302: Medicare Total	No Program	2,786	-	2,786	1,312	2,097	1,818
1001: General Fund	52303: SDI Total	No Program	1,505	-	1,571	823	1,110	1,135
1001: General Fund	52502: Group Health for Retirees	No Program	12,569	-	11,838	8,233	10,575	10,509
1001: General Fund	**E50000: Salary and Benefit Expenses**	**No Program**	**252,287**	**-**	**224,425**	**129,758**	**203,122**	**192,457**
1001: General Fund	60101: Uniforms / Clothing	No Program	1,050	-	1,000	-	50	-
1001: General Fund	60102: Food	No Program	750	-	750	-	17	-
1001: General Fund	60103: Safety Equipment	No Program	250	-	-	491	-	-
1001: General Fund	60106: Pre-Employment and Qualification Testing Expenses	No Program	1,050	-	1,050	-	-	-
1001: General Fund	60111: Training and Seminars	No Program	4,000	-	4,000	-	85	-
1001: General Fund	60121: Meals	No Program	500	-	250	675	308	-
1001: General Fund	60122: Lodging	No Program	750	-	750	507	1,562	-
1001: General Fund	60123: Mileage	No Program	500	-	500	-	-	-
1001: General Fund	60124: Transportation - Employee	No Program	0	-	0	75	117	-
1001: General Fund	60132: Maintenance - Buildings and Improvements	No Program	2,100	-	2,000	-	533	-

Mariposa County

Lineitem Worksheet - 223 - Juvenile Detention
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
1001: General Fund	60191: Memberships	No Program	150	-	150	40	-	-
1001: General Fund	60213: Office Supplies	No Program	4,000	-	4,000	92	24	-
1001: General Fund	60215: Janitorial Supplies	No Program	1,350	-	1,350	-	28	22
1001: General Fund	60301: General Professional Services	No Program	6,500	-	6,250	-	-	-
1001: General Fund	60411: Telephone and Internet	No Program	5,000	-	5,000	950	1,743	393
1001: General Fund	60431: Software	No Program	1,100	-	1,100	365	348	0
1001: General Fund	60441: Fuel	No Program	4,000	-	2,650	1,267	1,572	-
1001: General Fund	60518: Client - Clothing	No Program	200	-	200	-	-	130
1001: General Fund	60521: Client - Education	No Program	2,000	-	1,350	619	862	792
1001: General Fund	60541: Client - Medical Professionals	No Program	2,250	-	2,100	-	-	-
1001: General Fund	60542: Client - Board and Care	No Program	75,000	-	66,000	39,075	21,360	-
1001: General Fund	60621: County Vehicle Expense	No Program	8,500	-	8,000	8,413	-	-
1001: General Fund	**E60000: Operating Expenses**	**No Program**	**121,000**	**-**	**108,450**	**52,569**	**28,609**	**1,336**
1001: General Fund	80231: General Insurance	No Program	6,793	-	5,482	3,891	1,924	-
1001: General Fund	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**6,793**	**-**	**5,482**	**3,891**	**1,924**	**-**
1001: General Fund	**Expenses: Total Expense**	**No Program**	**380,080**	**-**	**338,357**	**186,218**	**233,654**	**193,793**
1001: General Fund	**MPC_Budget Net Balance**	**No Program**	**380,080)**	**-**	**338,357)**	**186,218)**	**233,654)**	**193,793)**
3418: Probation Juvenile Facilities AB178	44201: Interest From Investments	No Program	14,000	-	7,000	6,770	10,926	5,733
3418: Probation Juvenile Facilities AB178	**R44000: Interest Revenues**	**No Program**	**14,000**	**-**	**7,000**	**6,770**	**10,926**	**5,733**
3418: Probation Juvenile Facilities AB178	45171: Juvenile Probations & Camps - State	No Program	-	-	-	-	-	397,396
3418: Probation Juvenile Facilities AB178	**R45000: State Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**397,396**
3418: Probation Juvenile Facilities AB178	**49999: Beginning Fund Balance**	**No Program**	**426,056**	**-**	**414,056**	**-**	**-**	**-**
3418: Probation Juvenile Facilities AB178	**Revenues: Total Revenue**	**No Program**	**440,056**	**-**	**421,056**	**6,770**	**10,926**	**403,129**
3418: Probation Juvenile Facilities AB178	70111: Community and Office Buildings	No Program	440,056	-	421,056	-	-	-
3418: Probation Juvenile Facilities AB178	**E70000: Fixed Asset Expenses**	**No Program**	**440,056**	**-**	**421,056**	**-**	**-**	**-**
3418: Probation Juvenile Facilities AB178	**Expenses: Total Expense**	**No Program**	**440,056**	**-**	**421,056**	**-**	**-**	**-**
3418: Probation Juvenile Facilities AB178	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**6,770**	**10,926**	**403,129**
Total Funds	**MPC_Net Balance**	**Total Program**	**(380,080)**	**-**	**(338,357)**	**(179,448)**	**(222,726)**	**209,335**

Program Description:
The Probation Department is a component of the criminal justice system, providing adult and juvenile court services, and juvenile processing and detention services. The primary statutory responsibilities of the Probation Department are set forth in the Penal Code and the Welfare and Institution Codes of the State of California. The primary objective of Probation services is to reduce the incidence and impact of criminal behavior of juveniles and adults by: holding offenders accountable for criminal conduct; providing assistance to crime victims; providing investigation and enforcement services for the courts; and building community safety by developing and operating local programs that provide for public protection, the prevention of crime, and rehabilitation of offenders.

Additionally, the Probation Department provides various programs that reduce the cost of incarcerating adult and juvenile offenders, while keeping the community safe. These programs include Pre-trial services, community service, electronic monitoring, Probation Works Program alcohol and drug detection programs, treatment courts, and risk and needs case planning. All of these programs support the expanded role of Probation since the implementation of the Public Safety Realignment Act of 2011.

Accomplishments:

- Conducted over 2,300 drug tests and completed over 14,200 appointments in an effort to hold clients accountable for progress in their rehabilitation.
- Developed over 150 evidence-based case plans and assessments to help support probation clients in rehabilitation, resulting in a higher probation completion rate.
- Conducted over 150 pre-sentencing and firearm investigation reports and recommendations to the court on felony sentences.
- All sworn staff completed mandatory Standards and Training for Corrections (STC) training, including Probation Officer Core for new officers and Leadership Academy for supervisors.
- Established, with our county partners, a regular jail-based weekly service meeting to facilitate the smooth, safe and directed transition from custody to the public. These meetings help address the needs of the client and the safety of the community.

Goals and Objectives for Fiscal Year:

- Partner with the County to continue the process that will lead to the building of a probation complex that will provide adequate office space, secure meeting and programming rooms, wellness areas for staff, and separate lobbies for adult and juvenile offenders, ultimately making the staff safer and more efficient.
- Utilize probation staff to facilitate health care connections, job connections, and case management for the jail population.
- Continue to expand services to remote areas of the County using the mobile services van with internet, computer, kitchen, and bathroom.

Other Department Funds

3351 JJCPA - Probation

The Juvenile Justice Crime Prevention Act (JJPCA), established by the Schiff-Cardenas Crime Prevention Act of 2000, provides funding for half of a Deputy Probation Officer position to address truancy through the Truancy Intervention Program (TIP), launched in 2001. This collaborative initiative between the Probation Department and the School District aims to reduce truancy rates and steer youth away from future involvement in the juvenile justice system.

TIP employs school-based officers and implements strategies that have been shown to decrease truancy across California effectively. With a range of interventions, including case management, home visits, parent outreach, and mentoring, we are committed to fostering a supportive environment where every student has the opportunity to succeed.

Accomplishments:

- TIP has successfully implemented intervention services for youth facing significant behavioral challenges by conducting regular visits to each school site in the district. Through active participation in activities designed to build mentoring relationships and emphasize the value of school attendance, TIP has effectively supported these students in remaining engaged in their education.
- This program is effective in reducing local truancy rates and is credited with lowering the number of youth who end up on probation.
- TIP has fostered collaboration among families and communities to minimize absenteeism and promote improved academic achievement among students.
- Probation plays a vital role in the Student Attendance Review Board (SARB) by collaborating with the school district to identify and address the factors that contribute to chronic absenteeism among students. This involvement fosters a comprehensive approach to understanding and mitigating the underlying issues that impact attendance, ultimately supporting the educational success of students.

Goals:

- Continuously implement intervention services within the school district aimed at mitigating truancy rates and decreasing the suspension and expulsion rates among students exhibiting behavioral challenges.
- Maintain ongoing support and establish connections to relevant services for youth and families, enabling them to effectively navigate and overcome barriers that may impede their success. This approach fosters resilience and facilitates access to necessary resources, thereby promoting positive developmental outcomes.
- Maintain representation on the Student Attendance Review Board Panel. A designated Deputy Probation Officer (DPO) will attend SARB meetings to share valuable insights regarding the pre-SARB intervention services offered by the department and will assist in monitoring SARB cases for compliance.

3360 Domestic Violence - Probation

By statute, a portion of fines levied on crimes involving domestic violence are collected and then used specifically for domestic violence programs.

3366 Probation - Drug Program H&S11372.7

Money is collected from specific court fines and deposited into this fund to support drug abuse programs run by the County and that may involve local schools.

3401 STC Program

The State reimburses training costs for the education and training of employees in Probation and Jail through the Standards and Training for Corrections (STC) program. This program ensures that agencies are remaining sharp in their practices and are remaining proactive in familiarization with any new laws, policies and ways of conducting themselves and representing their respective agencies

3416 Revenue and Recovery - Probation

This program was established by the Board of Supervisors with Resolution 07-16 for the collection of fines, fees, restitution and other financial obligations from criminal offenders pursuant to the Comprehensive Collections Program established by SB 940. The Mariposa County Superior Court provided funding of $60,000 to begin the program. It was intended for this program to be self-sustaining.

Accomplishments:

- Collected less than expected; however, we were able to work with clients in coming up with payment plans that better fit their financial situation.
- Collection efforts were continued through the Franchise Tax Board (FTB) Court Ordered Debt (COD) program and Tax Intercept program with fewer payments due to FTB and making changes based on ability to pay.

Goals:

- Increase collections by working with clients to increase payment plans.
- Back bill the entire delinquent list twice per year, setting reminders on special cases to streamline the collections process
- Continue sending delinquent debts to FTBCOD and FTB's tax intercept program to collect outstanding debts

3417 Youthful Offender Block Grant

The fund was established in FY 2007-08 when the Department of Juvenile Justice ceased commitments for non-serious offenses. Mariposa County provides essential services and supervision for youthful offenders at home, employing a full-time DPO I/II for those at risk. Funding supports electronic monitoring, psychological evaluations, and interventions to prevent delinquency. For non-707(b) offenders needing over 96 hours of incarceration, transport to nearby detention facilities is arranged. The Youth Offender Block Grant (YOBG) supports housing contracts and services, focusing on rehabilitation and community reintegration. Most referrals are for low-level offenses, but there is increasing attention on youth with mental health issues, often leading to collaboration with Child Welfare Services. Officers use the Positive Achievement Change Tool (PACT) assessment tool for tailored supervision, working with local agencies like the Sheriff's Office and Health and Human Services. The Full-Service Partnership Program offers counseling and mentoring for at-risk youth.

Accomplishments:

- The effective collaboration between service providers and various County agencies has been pivotal in facilitating the delivery of appropriate services to youth and their families.
- A contractual agreement has been established with a licensed psychologist to conduct psychological evaluations for youth who have been referred by the juvenile court system. This collaboration has facilitated the assessment and understanding of the psychological needs and challenges faced by these individuals within the context of legal proceedings.

- Secured funding for essential psychological evaluations for all juvenile offenders designated for probation by the judicial system.

Goals:

- Continue to identify and increase the resources available to youth and their families.
- Continue working with service providers, school administrators, and parents to identify at-risk youth early, enabling intervention services to deter their involvement in the juvenile justice or dependency systems.
- Continue evaluating and assessing each youth referred to probation to determine the appropriate level of intervention, and to provide adequate supervision, resources, and services to justice-involved youth.

3432 Community Corrections AB109

This fund was established in Fiscal Year 2011-12 to account for funding provided by the State with the implementation of AB 109 – "2011 Realignment Legislation Addressing Public Safety." AB 109 changed the law to realign certain responsibilities for adult offenders and adult parolees, from State to local jurisdictions, including specifying local jail custody only for certain offenders previously eligible for commitment to State prison, and specifying certain offenders, upon release from prison, are subject to community supervision and accountability by local agency and Courts rather than State parole. The legislation also requires that each county develop its own implementation plan on how best to employ evidenced-based practices to improve services and outcomes (reduce recidivism) on these offenders.

Ongoing funding supports contracts for local community-based organizations that provide evidence-based programming, supportive services, housing services, transportation, and other re-entry services to probation clients. This fund also supports one FTE Supervising Probation Officer, 15% of one FTE Supervising Probation Officer, one FTE DPO III, one FTE Mental Health Assistant III, one FTE Probation Technician, and a portion of the Account Technician position at Probation. Additionally, the fund supports salaries and benefits for staff at the County jail.

Accomplishments:

- Completed Phase II of the new safe and secure Probation Building Project which included design, planning, and technical specifications. Numerous county partners and hundreds of staff hours were spent to complete Phase II which resulted in the project being ready for construction bid.
- Established a Jail Based Services Team to assist clients' immediate needs upon release from custody to provide continuous care.
- Placed 8 clients in residential treatment to address substance use issues and utilized Electronic Monitoring and Secure Continuous Remote Alcohol Monitor (SCRAM) to monitor defendants with substance use issues and failures to report issues.
- Utilized a full-time Mental Health professional to assist officers with high-risk mental health clients and crisis intervention. Also provided a continued presence in collaborative courts.

Goals:

- Work with the County to identify funding sources for the construction of the new Probation Building.
- Increase transportation connections for probation clients in remote areas of Mariposa County to assist in meetings, testing and programing.

- Increase and develop alternative programing to custody through the use of community service, Public Works Program, SCRAM, house arrest and Electronic Monitoring to reduce the jail population for clients who are detained for technical violations.
- Develop a jail-based Probation Officer to evaluate the needs of clients serving long-term commitments. The officer will serve on a collaborative team that will assist in developing a care plan based on the needs of the individual that will follow the client upon release.

3434 Community Corrections SB678

This fund was established in Fiscal Year 2011-12 to account for grant funding provided by the State through the passage of SB 678 (the precursor to AB 109) which was signed in October 2009. This bill provided local governments with grant funding to support adult probation departments' implementation of evidence-based programs. The grant funding goals were to reduce recidivism of adult felony probationers by improving probation services using evidence-based programs and thus reducing State prison populations. Statewide, this program has proved to be successful in reducing prison commitments and additional grant awards have been included in the State Budget. This fund supports 1.5 FTE DPO I/II positions in the Probation Department.

Accomplishments:

- One Felony Probation Revocation resulted in a state prison commitment for the year.
- Conducted over 2,300 drug tests and completed over 14,200 appointments in an effort to hold clients accountable for progress in their rehabilitation.
- Used state of the art technology to send notifications and appointment reminders to all clients to reduce missed court appearances and supervision appointments.

Goals:

- Continue to reduce the probation failure rate by providing evidence based rehabilitative services which address underlying needs such as mental health and substance abuse.
- Continue to improve and enhance jail alternative programs for lower risk offenders.
- Enhance probation services by implementing a kiosk check in system.

3438 Department of Juvenile Justice Realignment SB823

The Juvenile Justice Realignment Block Grant (JJRBG) was established in Fiscal Year 2021-22, to provide county-based custody, care, and supervision of youth who are realigned from the Division of Juvenile Justice (DJJ), or who would have otherwise been eligible for commitment to the division.

Accomplishments:

- There were no juvenile offenders which were required or recommended for placement into a Secure Youth Treatment Facility.
- The Probation Department awarded funding to a community-based organization to develop and provide an evidence-based program promoting the growth and overall well-being of young individuals who are involved in the juvenile justice system.
- Secured a contract with Mother Lode Regional Juvenile Detention Facility (MLRJDF) for rehabilitation services and programs for youth detained in juvenile hall.

Goals:

- Continue to have adequate funding available for the custody, care and treatment if and when a youthful offender requires placement in a Secured Youth Treatment Facility.
- Support evidence-based programming that target at risk youth to reduce the risk for incarceration in a Secured Youth Treatment Facility.

3441 Youth Programs and Facilities Grant SB823

As part of SB823, the Board of State and Community Corrections has awarded one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care.

3444 JAG Drug Task Force - Public Protection Drug Enforcement

The Edward Byrne Memorial Justice Assistant Grant (JAG) supports the costs associated with drug enforcement throughout the County, which has been a focus of local law enforcement in this County since 1994. JAG provides funding to the Probation Department, Sheriff's Office, and District Attorney's Office to partially fund a Deputy Probation Officer, a Detective, a Deputy District Attorney and a Legal Secretary. The Drug Enforcement Team targets adult and juvenile offenders who commit drug-related crimes.

Accomplishments:

- The Drug Enforcement Team (DET) confiscated over 10,000 marijuana plants and approximately 1,020 pounds of processed marijuana, valued at approximately $10,500,000. Seized more than 1,220 pounds of methamphetamine and with an estimated worth of $2,440,984.
- As a result of DET activities, a major methamphetamine drug processing laboratory was eradicated. DET seized 5 firearms over the course of the grant cycle.

Goals:

- To reduce illegal drug activity in a collaborative effort of the Probation Department, the Sheriff's Department, and the District Attorney's Office.
- Reduce the recidivism rates of drug offenders in the community.
- To protect drug endangered children identified during drug enforcement operations and prosecute those responsible for placing those children at risk.

3497 SB 129 Pre-Trial AG Drug Task Force - Public Protection Drug

SB 129 supports funding for the implementation and operation of ongoing court programs and practices that promote the safe, efficient, fair, and timely pretrial release of individuals booked into jail. SB 129 requires the Judicial Council of California to distribute this funding to 58 California courts and county supervision agencies, providing them with the resources necessary to assist judicial officers in making pre-trial release decisions based on the least restrictive conditions, while ensuring public safety. Courts and agencies are also required to contract for a continuum of response with their county's probation department to implement appropriate monitoring practices and pre-trial services for released individuals.

Accomplishments:

- Conducted over 230 pre-trial assessments using validated risk assessment tools resulting in a decreased failure to appear in rates and alleviating jail overcrowding.
- Mariposa County's Pre-trial program presented at the Judicial Council of California Brown Bag Meeting and featured the work that the program has achieved since implementation. Also presented at the California Jail Programing Association.
- The Chief Probation Officers of California (CPOC) invited our county to assist in the development of California's first Pretrial Academy.
- Probation provided pretrial monitoring for over 130 cases this year with a 98.2% Court appearance rate and a 96.4% rate of compliance.
- Connected all pre-trial clients to county services.

Goals:

- Continue to expand pre-trial services to provide early intervention, diversion, and programming prior to sentencing.
- Continue to expand jail-based services for clients who are released and or remain in custody.
- Utilization of automated kiosk system for check-ins.

3627 Mobile Unit

The Mobile Probation Services Centers Grant Program was established in the State Budget Act of 2022 (Assembly Bill 178). Mobile Probation Services Centers Grant Program funds must be used to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation services centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.

Accomplishments:

- The program facilitated secure court and treatment meetings for defendants.
- The Mobile Outreach Vehicle was utilized in multiple areas of Mariposa County to meet, test and work with at risk Probation Clients.
- Regular scheduled community outreach events were conducted utilizing the Mobile Outreach Vehicle. These efforts were in collaboration with community partners and served all areas of Mariposa County. At these events, vital supplies and services were provided to members of the community.

Goals:

- Continue and improve consistent probation outreach in multiple areas of Mariposa County to reduce the number of technical violations for failing to report and program.
- Continue and improve relationships with collaborative community partners' participation in reaching out to the homeless population throughout the County.

Requested Changes:

No significant changes.

Recommended Changes:

Mariposa County

Lineitem Worksheet - 224 - Probation
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
1001: General Fund	43004: Restitution Rebate	No Program	1,800	-	1,500	1,122	1,643	841
1001: General Fund	**R43000: Fines Forfeitures and Penalty Revenues**	**No Program**	**1,800**	**-**	**1,500**	**1,122**	**1,643**	**841**
1001: General Fund	45171: Juvenile Probations & Camps - State	No Program	40,762	-	38,785	39,315	37,598	33,379
1001: General Fund	**R45000: State Revenues**	**No Program**	**40,762**	**-**	**38,785**	**39,315**	**37,598**	**33,379**
1001: General Fund	47332: Probation Fees	No Program	-	-	-	(779)	(4,491)	(4,771)
1001: General Fund	**R47000: Fees For Service Revenues**	**No Program**	**-**	**-**	**-**	**(779)**	**(4,491)**	**(4,771)**
1001: General Fund	48189: Miscellaneous Revenue Account	No Program	-	-	-	0	-	4,190
1001: General Fund	**R48000: Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**0**	**-**	**4,190**
1001: General Fund	49101: Transfer In - General	No Program	2,000	-	2,000	-	61,545	1,593
1001: General Fund	49162: Interdepartmental Services Revenue	No Program	1,000	-	1,000	-	921	-
1001: General Fund	**R49000: Transfer In Revenues**	**No Program**	**3,000**	**-**	**3,000**	**-**	**62,466**	**1,593**
1001: General Fund	**Revenues: Total Revenue**	**No Program**	**45,562**	**-**	**43,285**	**39,658**	**97,216**	**35,232**
1001: General Fund	51111: Regular salaries and wages	No Program	935,356	-	793,638	608,868	756,629	802,751
1001: General Fund	51112: Extra Help	No Program	60,000	-	60,000	27,365	38,591	77,882
1001: General Fund	51115: Overtime	No Program	10,000	-	8,000	8,753	10,083	7,515
1001: General Fund	51116: Overtime Straight to Extra Straight Hours	No Program	-	-	100	-	-	82
1001: General Fund	51202: Longevity Pay	No Program	30,768	-	21,630	19,823	14,816	22,011
1001: General Fund	51207: Standby Call Back Pay	No Program	15,000	-	13,250	7,435	7,533	7,145
1001: General Fund	51211: Post Certificate Pay	No Program	22,918	-	12,591	12,133	9,117	10,237
1001: General Fund	51213: Uniform Allowance	No Program	4,775	-	3,603	3,017	3,530	3,761
1001: General Fund	51215: Incentive Pay - PERS	No Program	780	-	780	520	780	260
1001: General Fund	52101: Retirement - Employer	No Program	203,877	-	176,356	134,241	156,241	152,410
1001: General Fund	52102: Unfunded Liability Payment Total	No Program	220,682	-	196,648	152,415	144,326	158,457
1001: General Fund	52201: Medical - Active Employees	No Program	160,376	-	118,691	102,937	112,202	89,699
1001: General Fund	52202: Dental - Active Employees	No Program	9,180	-	7,473	7,098	8,829	10,878
1001: General Fund	52203: Vision - Active Employees	No Program	1,496	-	1,381	1,120	1,604	1,777
1001: General Fund	52205: Life Insurance	No Program	549	-	499	376	427	436
1001: General Fund	52206: Cash Cafeteria Plan	No Program	32,918	-	23,082	25,807	28,616	46,497
1001: General Fund	52208: Medical Insurance Administrative Fee	No Program	518	-	443	317	430	272
1001: General Fund	52301: Social Security Total	No Program	65,838	-	53,139	41,915	50,336	55,314
1001: General Fund	52302: Medicare Total	No Program	16,267	-	13,299	10,225	12,373	14,157

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
1001: General Fund	52303: SDI Total	No Program	9,591	-	9,385	6,397	6,791	7,964
1001: General Fund	52401: Accrued Benefits	No Program	-	-	-	1,323	-	8,410
1001: General Fund	52502: Group Health for Retirees	No Program	58,133	-	54,630	36,656	48,635	36,901
1001: General Fund	**E50000: Salary and Benefit Expenses**	**No Program**	**1,859,022**	**-**	**1,568,618**	**1,208,741**	**1,411,889**	**1,514,815**
1001: General Fund	60101: Uniforms / Clothing	No Program	200	-	200	-	-	-
1001: General Fund	60103: Safety Equipment	No Program	5,500	-	5,000	7,248	-	-
1001: General Fund	60106: Pre-Employment and Qualification Testing Expenses	No Program	500	-	500	55	-	41
1001: General Fund	60111: Training and Seminars	No Program	3,500	-	3,200	619	529	796
1001: General Fund	60121: Meals	No Program	1,250	-	1,100	566	500	668
1001: General Fund	60122: Lodging	No Program	3,000	-	3,000	880	2,051	2,470
1001: General Fund	60123: Mileage	No Program	425	-	425	-	344	-
1001: General Fund	60124: Transportation - Employee	No Program	250	-	250	90	166	128
1001: General Fund	60131: Maintenance - Equipment	No Program	150	-	150	-	-	-
1001: General Fund	60132: Maintenance - Buildings and Improvements	No Program	2,000	-	2,000	-	-	-
1001: General Fund	60157: Ammunition	No Program	2,250	-	2,150	-	-	-
1001: General Fund	60181: Medical and Laboratory Expenses	No Program	5,000	-	1,050	4,152	1,493	-
1001: General Fund	60191: Memberships	No Program	1,000	-	1,400	250	907	325
1001: General Fund	60201: Miscellaneous Expense	No Program	-	-	-	-	41	-
1001: General Fund	60211: Copy Machine Expense	No Program	6,250	-	6,250	2,362	3,751	2,133
1001: General Fund	60213: Office Supplies	No Program	5,250	-	5,250	2,007	1,594	-
1001: General Fund	60214: Postage	No Program	4,500	-	5,000	567	528	1,663
1001: General Fund	60301: General Professional Services	No Program	6,000	-	6,000	1,621	2,455	1,764
1001: General Fund	60371: Bank Fees	No Program	0	-	-	-	10	-
1001: General Fund	60391: Rents and Leases - Equipment	No Program	250	-	250	117	188	47
1001: General Fund	60411: Telephone and Internet	No Program	15,750	-	15,000	7,240	10,727	8,696
1001: General Fund	60421: Equipment Technology	No Program	-	-	-	162	-	-
1001: General Fund	60431: Software	No Program	20,000	-	20,000	3,180	7,039	2,996
1001: General Fund	60441: Fuel	No Program	6,000	-	5,250	1,683	2,655	1,635
1001: General Fund	60503: Client - Community Safety Services	No Program	2,000	-	2,100	-	-	-
1001: General Fund	60508: Client - Community Education and Engagement	No Program	4,750	-	4,750	550	4,623	-
1001: General Fund	60546: Client - Lab Data Monitoring Services	No Program	3,000	-	3,200	-	-	-
1001: General Fund	60621: County Vehicle Expense	No Program	25,000	-	20,000	21,883	-	6,879
1001: General Fund	69999: Receivable from Employee – Calcard	No Program	-	-	-	-	-	(82)
1001: General Fund	**E60000: Operating Expenses**	**No Program**	**123,775**	**-**	**113,475**	**55,232**	**39,600**	**30,158**
1001: General Fund	80231: General Insurance	No Program	65,113	-	60,231	33,832	50,340	47,987

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
1001: General Fund	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**65,113**	**-**	**60,231**	**33,832**	**50,340**	**47,987**
1001: General Fund	**Expenses: Total Expense**	**No Program**	**2,047,910**	**-**	**1,742,324**	**1,297,805**	**1,501,829**	**1,592,960**
1001: General Fund	**MPC_Budget Net Balance**	**No Program**	**2,002,348)**	**-**	**1,699,039)**	**1,258,147)**	**1,404,613)**	**1,557,728)**
3351: JJCPA Fund	44201: Interest From Investments	No Program	3,500	-	2,500	3,298	4,921	2,540
3351: JJCPA Fund	**R44000: Interest Revenues**	**No Program**	**3,500**	**-**	**2,500**	**3,298**	**4,921**	**2,540**
3351: JJCPA Fund	45291: SLESF Supplemental Law Enforcement Services - State	No Program	93,724	-	89,446	90,531	86,716	78,534
3351: JJCPA Fund	**R45000: State Revenues**	**No Program**	**93,724**	**-**	**89,446**	**90,531**	**86,716**	**78,534**
3351: JJCPA Fund	**49999: Beginning Fund Balance**	**No Program**	**210,527**	**-**	**187,002**	**-**	**-**	**-**
3351: JJCPA Fund	**Revenues: Total Revenue**	**No Program**	**307,751**	**-**	**278,948**	**93,829**	**91,637**	**81,074**
3351: JJCPA Fund	51111: Regular salaries and wages	No Program	31,865	-	39,852	17,383	37,505	34,394
3351: JJCPA Fund	51115: Overtime	No Program	5,000	-	5,000	88	-	-
3351: JJCPA Fund	51207: Standby Call Back Pay	No Program	3,000	-	3,000	-	-	-
3351: JJCPA Fund	51213: Uniform Allowance	No Program	257	-	257	129	258	258
3351: JJCPA Fund	51215: Incentive Pay - PERS	No Program	-	-	390	98	390	130
3351: JJCPA Fund	52101: Retirement - Employer	No Program	4,458	-	5,598	2,405	5,092	4,394
3351: JJCPA Fund	52102: Unfunded Liability Payment Total	No Program	4,685	-	5,363	4,158	4,225	3,551
3351: JJCPA Fund	52201: Medical - Active Employees	No Program	-	-	9,727	2,433	9,339	8,409
3351: JJCPA Fund	52202: Dental - Active Employees	No Program	418	-	655	270	675	722
3351: JJCPA Fund	52203: Vision - Active Employees	No Program	79	-	123	51	123	123
3351: JJCPA Fund	52205: Life Insurance	No Program	17	-	17	6	17	17
3351: JJCPA Fund	52206: Cash Cafeteria Plan	No Program	3,984	-	-	996	-	-
3351: JJCPA Fund	52208: Medical Insurance Administrative Fee	No Program	25	-	25	6	25	20
3351: JJCPA Fund	52301: Social Security Total	No Program	2,758	-	3,018	1,130	2,237	2,070
3351: JJCPA Fund	52302: Medicare Total	No Program	645	-	706	264	523	484
3351: JJCPA Fund	52303: SDI Total	No Program	454	-	519	215	382	347
3351: JJCPA Fund	**E50000: Salary and Benefit Expenses**	**No Program**	**57,645**	**-**	**74,250**	**29,632**	**60,790**	**54,918**
3351: JJCPA Fund	60111: Training and Seminars	No Program	5,000	-	3,000	-	-	-
3351: JJCPA Fund	60132: Maintenance - Buildings and Improvements	No Program	2,500	-	2,500	-	-	-
3351: JJCPA Fund	60201: Miscellaneous Expense	No Program	73,592	-	71,631	-	-	-
3351: JJCPA Fund	60301: General Professional Services	No Program	100,000	-	90,000	-	-	-
3351: JJCPA Fund	60411: Telephone and Internet	No Program	5,000	-	2,000	336	539	933
3351: JJCPA Fund	60421: Equipment Technology	No Program	10,000	-	4,000	-	-	-
3351: JJCPA Fund	60508: Client - Community Education and Engagement	No Program	5,000	-	4,000	-	-	-
3351: JJCPA Fund	60519: Client - Contracted Program Costs	No Program	10,000	-	6,000	-	-	-
3351: JJCPA Fund	60521: Client - Education	No Program	7,000	-	5,000	-	-	-

Mariposa County

Lineitem Worksheet - 224 - Probation
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3351: JJCPA Fund	60541: Client - Medical Professionals	No Program	10,000	-	5,000	-	195	-
3351: JJCPA Fund	60542: Client - Board and Care	No Program	20,000	-	10,000	-	-	-
3351: JJCPA Fund	**E60000: Operating Expenses**	**No Program**	**248,092**	**-**	**203,131**	**336**	**734**	**933**
3351: JJCPA Fund	80231: General Insurance	No Program	2,014	-	1,567	1,113	-	-
3351: JJCPA Fund	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**2,014**	**-**	**1,567**	**1,113**	**-**	**-**
3351: JJCPA Fund	**Expenses: Total Expense**	**No Program**	**307,751**	**-**	**278,948**	**31,081**	**61,524**	**55,851**
3351: JJCPA Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**62,748**	**30,112**	**25,223**
3360: Domestic Violence - Probation	43007: Domestic Violence Fines	No Program	150	-	150	101	763	1
3360: Domestic Violence - Probation	43017: Domestic Violence-Courts	No Program	100	-	200	31	89	76
3360: Domestic Violence - Probation	**R43000: Fines Forfeitures and Penalty Revenues**	**No Program**	**250**	**-**	**350**	**132**	**851**	**77**
3360: Domestic Violence - Probation	44201: Interest From Investments	No Program	13	-	4	10	13	4
3360: Domestic Violence - Probation	**R44000: Interest Revenues**	**No Program**	**13**	**-**	**4**	**10**	**13**	**4**
3360: Domestic Violence - Probation	**49999: Beginning Fund Balance**	**No Program**	**82**	**-**	**563**	**-**	**-**	**-**
3360: Domestic Violence - Probation	**Revenues: Total Revenue**	**No Program**	**345**	**-**	**917**	**142**	**864**	**81**
3360: Domestic Violence - Probation	60201: Miscellaneous Expense	No Program	345	-	917	704	378	495
3360: Domestic Violence - Probation	**E60000: Operating Expenses**	**No Program**	**345**	**-**	**917**	**704**	**378**	**495**
3360: Domestic Violence - Probation	**Expenses: Total Expense**	**No Program**	**345**	**-**	**917**	**704**	**378**	**495**
3360: Domestic Violence - Probation	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**562)**	**486**	**414)**
3366: Probation Drug Program	43016: Probation-Drug Program/H&S11372.7	No Program	25	-	600	4	8	313
3366: Probation Drug Program	**R43000: Fines Forfeitures and Penalty Revenues**	**No Program**	**25**	**-**	**600**	**4**	**8**	**313**
3366: Probation Drug Program	44201: Interest From Investments	No Program	215	-	135	133	215	128
3366: Probation Drug Program	**R44000: Interest Revenues**	**No Program**	**215**	**-**	**135**	**133**	**215**	**128**
3366: Probation Drug Program	**49999: Beginning Fund Balance**	**No Program**	**8,378**	**-**	**8,153**	**-**	**-**	**-**
3366: Probation Drug Program	**Revenues: Total Revenue**	**No Program**	**8,618**	**-**	**8,888**	**137**	**224**	**441**
3366: Probation Drug Program	60201: Miscellaneous Expense	No Program	8,618	-	8,888	-	-	-
3366: Probation Drug Program	**E60000: Operating Expenses**	**No Program**	**8,618**	**-**	**8,888**	**-**	**-**	**-**
3366: Probation Drug Program	**Expenses: Total Expense**	**No Program**	**8,618**	**-**	**8,888**	**-**	**-**	**-**
3366: Probation Drug Program	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**137**	**224**	**441**
3401: STC Fund	44201: Interest From Investments	No Program	-	-	-	277	333	212
3401: STC Fund	**R44000: Interest Revenues**	**No Program**	**-**	**-**	**-**	**277**	**333**	**212**
3401: STC Fund	45261: STC - Probation - State	No Program	11,655	-	9,855	8,041	9,533	9,780
3401: STC Fund	45262: STC - Jail - State	No Program	-	-	-	-	-	1,849
3401: STC Fund	**R45000: State Revenues**	**No Program**	**11,655**	**-**	**9,855**	**8,041**	**9,533**	**11,629**
3401: STC Fund	**49999: Beginning Fund Balance**	**No Program**	**-**	**-**	**16**	**-**	**-**	**-**
3401: STC Fund	**Revenues: Total Revenue**	**No Program**	**11,655**	**-**	**9,871**	**8,318**	**9,866**	**11,841**

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
3401: STC Fund	60115: STC Training - Probation	No Program	11,655	-	9,871	6,478	9,639	9,685
3401: STC Fund	**E60000: Operating Expenses**	**No Program**	**11,655**	**-**	**9,871**	**6,478**	**9,639**	**9,685**
3401: STC Fund	**Expenses: Total Expense**	**No Program**	**11,655**	**-**	**9,871**	**6,478**	**9,639**	**9,685**
3401: STC Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**1,840**	**227**	**2,156**
3416: Revenue And Recovery	45301: State Law Enforcement - State	No Program	38,124	-	39,324	-	68,603	38,124
3416: Revenue And Recovery	**R45000: State Revenues**	**No Program**	**38,124**	**-**	**39,324**	**-**	**68,603**	**38,124**
3416: Revenue And Recovery	47327: Collection Program Fees	No Program	50,000	-	50,000	18,184	59,497	69,252
3416: Revenue And Recovery	**R47000: Fees For Service Revenues**	**No Program**	**50,000**	**-**	**50,000**	**18,184**	**59,497**	**69,252**
3416: Revenue And Recovery	49101: Transfer In - General	No Program	40,000	-	40,000	-	10,000	40,000
3416: Revenue And Recovery	**R49000: Transfer In Revenues**	**No Program**	**40,000**	**-**	**40,000**	**-**	**10,000**	**40,000**
3416: Revenue And Recovery	**49999: Beginning Fund Balance**	**No Program**	**146,797**	**-**	**152,562**	**-**	**-**	**-**
3416: Revenue And Recovery	**Revenues: Total Revenue**	**No Program**	**274,921**	**-**	**281,886**	**18,184**	**138,100**	**147,376**
3416: Revenue And Recovery	51111: Regular salaries and wages	No Program	58,039	-	54,226	32,041	54,019	57,180
3416: Revenue And Recovery	52101: Retirement - Employer	No Program	6,071	-	5,976	3,462	5,947	5,838
3416: Revenue And Recovery	52102: Unfunded Liability Payment Total	No Program	9,207	-	7,925	6,147	8,118	8,413
3416: Revenue And Recovery	52201: Medical - Active Employees	No Program	21,531	-	11,894	6,377	9,545	8,793
3416: Revenue And Recovery	52202: Dental - Active Employees	No Program	464	-	481	309	936	1,444
3416: Revenue And Recovery	52203: Vision - Active Employees	No Program	103	-	103	67	175	246
3416: Revenue And Recovery	52205: Life Insurance	No Program	33	-	33	15	30	33
3416: Revenue And Recovery	52206: Cash Cafeteria Plan	No Program	-	-	-	1,215	-	125
3416: Revenue And Recovery	52208: Medical Insurance Administrative Fee	No Program	50	-	50	28	50	41
3416: Revenue And Recovery	52301: Social Security Total	No Program	3,642	-	3,399	2,222	3,360	3,587
3416: Revenue And Recovery	52302: Medicare Total	No Program	852	-	795	521	786	839
3416: Revenue And Recovery	52303: SDI Total	No Program	696	-	603	370	536	572
3416: Revenue And Recovery	52401: Accrued Benefits	No Program	-	-	-	2,120	-	-
3416: Revenue And Recovery	**E50000: Salary and Benefit Expenses**	**No Program**	**100,688**	**-**	**85,485**	**54,894**	**83,502**	**87,111**
3416: Revenue And Recovery	60111: Training and Seminars	No Program	10,000	-	10,000	-	425	-
3416: Revenue And Recovery	60121: Meals	No Program	5,000	-	5,000	-	96	-
3416: Revenue And Recovery	60122: Lodging	No Program	5,000	-	5,000	-	623	-
3416: Revenue And Recovery	60123: Mileage	No Program	2,000	-	2,000	-	206	-
3416: Revenue And Recovery	60191: Memberships	No Program	1,000	-	1,000	-	100	-
3416: Revenue And Recovery	60201: Miscellaneous Expense	No Program	57,427	-	80,365	-	-	-
3416: Revenue And Recovery	60213: Office Supplies	No Program	10,000	-	10,000	232	52	460
3416: Revenue And Recovery	60214: Postage	No Program	3,000	-	3,000	712	1,174	3,705
3416: Revenue And Recovery	60351: Fees and Permits	No Program	15,000	-	15,000	3,029	5,948	5,715

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3416: Revenue And Recovery	60371: Bank Fees	No Program	3,000	-	2,500	847	1,096	1,378
3416: Revenue And Recovery	60391: Rents and Leases - Equipment	No Program	5,000	-	5,000	249	367	92
3416: Revenue And Recovery	60411: Telephone and Internet	No Program	1,000	-	1,000	-	-	-
3416: Revenue And Recovery	60431: Software	No Program	50,000	-	50,000	1,569	1,818	1,796
3416: Revenue And Recovery	**E60000: Operating Expenses**	**No Program**	**167,427**	**-**	**189,865**	**6,638**	**11,906**	**13,145**
3416: Revenue And Recovery	80211: Departmental Overhead Transfer	No Program	4,000	-	4,000	720	3,426	3,917
3416: Revenue And Recovery	80231: General Insurance	No Program	2,806	-	2,536	1,803	2,151	2,191
3416: Revenue And Recovery	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**6,806**	**-**	**6,536**	**2,523**	**5,577**	**6,108**
3416: Revenue And Recovery	**Expenses: Total Expense**	**No Program**	**274,921**	**-**	**281,886**	**64,055**	**100,985**	**106,365**
3416: Revenue And Recovery	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**45,871)**	**37,115**	**41,011**
3417: Youthful Offender	45301: State Law Enforcement - State	No Program	126,927	-	124,043	68,645	120,931	140,463
3417: Youthful Offender	**R45000: State Revenues**	**No Program**	**126,927**	**-**	**124,043**	**68,645**	**120,931**	**140,463**
3417: Youthful Offender	**49999: Beginning Fund Balance**	**No Program**	**135,232**	**-**	**312,783**	**-**	**-**	**-**
3417: Youthful Offender	**Revenues: Total Revenue**	**No Program**	**262,159**	**-**	**436,826**	**68,645**	**120,931**	**140,463**
3417: Youthful Offender	51111: Regular salaries and wages	No Program	77,863	-	71,060	43,020	32,749	55,972
3417: Youthful Offender	51112: Extra Help	No Program	3,000	-	5,000	-	-	-
3417: Youthful Offender	51115: Overtime	No Program	3,000	-	4,000	774	227	2,673
3417: Youthful Offender	51202: Longevity Pay	No Program	-	-	-	-	14	-
3417: Youthful Offender	51213: Uniform Allowance	No Program	515	-	1,030	387	258	472
3417: Youthful Offender	52101: Retirement - Employer	No Program	10,893	-	20,041	5,917	4,430	7,107
3417: Youthful Offender	52102: Unfunded Liability Payment Total	No Program	11,448	-	9,152	7,092	6,349	13,119
3417: Youthful Offender	52201: Medical - Active Employees	No Program	15,105	-	34,242	10,796	6,909	14,387
3417: Youthful Offender	52202: Dental - Active Employees	No Program	464	-	962	356	241	731
3417: Youthful Offender	52203: Vision - Active Employees	No Program	246	-	349	189	123	158
3417: Youthful Offender	52205: Life Insurance	No Program	33	-	66	27	17	30
3417: Youthful Offender	52206: Cash Cafeteria Plan	No Program	1,497	-	1,807	1,254	904	778
3417: Youthful Offender	52208: Medical Insurance Administrative Fee	No Program	50	-	100	36	25	41
3417: Youthful Offender	52301: Social Security Total	No Program	5,196	-	9,278	2,848	2,149	3,519
3417: Youthful Offender	52302: Medicare Total	No Program	1,259	-	2,243	666	503	823
3417: Youthful Offender	52303: SDI Total	No Program	961	-	1,638	518	377	599
3417: Youthful Offender	**E50000: Salary and Benefit Expenses**	**No Program**	**131,530**	**-**	**160,968**	**73,880**	**55,273**	**100,410**
3417: Youthful Offender	60101: Uniforms / Clothing	No Program	2,500	-	4,000	-	-	-
3417: Youthful Offender	60103: Safety Equipment	No Program	4,000	-	5,000	1,493	-	1,470
3417: Youthful Offender	60111: Training and Seminars	No Program	4,000	-	5,000	-	434	410
3417: Youthful Offender	60121: Meals	No Program	2,000	-	2,000	873	452	784

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3417: Youthful Offender	60122: Lodging	No Program	2,000	-	2,000	1,277	1,131	477
3417: Youthful Offender	60123: Mileage	No Program	250	-	250	-	-	-
3417: Youthful Offender	60124: Transportation - Employee	No Program	-	-	0	133	-	60
3417: Youthful Offender	60132: Maintenance - Buildings and Improvements	No Program	10,000	-	35,000	251	438	1,459
3417: Youthful Offender	60157: Ammunition	No Program	3,000	-	3,000	-	-	2,000
3417: Youthful Offender	60181: Medical and Laboratory Expenses	No Program	3,000	-	3,000	574	1,008	602
3417: Youthful Offender	60201: Miscellaneous Expense	No Program	23,473	-	14,656	4,768	3,445	6,538
3417: Youthful Offender	60213: Office Supplies	No Program	3,000	-	6,000	359	388	273
3417: Youthful Offender	60214: Postage	No Program	500	-	500	-	23	-
3417: Youthful Offender	60301: General Professional Services	No Program	30,000	-	50,000	8,836	14,000	1,000
3417: Youthful Offender	60411: Telephone and Internet	No Program	5,000	-	5,000	1,852	2,278	2,771
3417: Youthful Offender	60421: Equipment Technology	No Program	5,000	-	5,000	-	-	1,939
3417: Youthful Offender	60431: Software	No Program	6,000	-	8,000	1,720	1,685	1,930
3417: Youthful Offender	60441: Fuel	No Program	6,000	-	8,000	1,220	3,505	2,617
3417: Youthful Offender	60503: Client - Community Safety Services	No Program	-	-	0	-	200	-
3417: Youthful Offender	60508: Client - Community Education and Engagement	No Program	5,000	-	8,000	-	-	4,225
3417: Youthful Offender	60517: Client - Incentives	No Program	2,000	-	2,000	550	100	127
3417: Youthful Offender	60546: Client - Lab Data Monitoring Services	No Program	5,000	-	5,000	523	-	-
3417: Youthful Offender	60621: County Vehicle Expense	No Program	5,000	-	6,000	-	-	-
3417: Youthful Offender	**E60000: Operating Expenses**	**No Program**	**126,723**	**-**	**177,406**	**24,429**	**29,085**	**28,682**
3417: Youthful Offender	80111: Transfer Out - General	No Program	-	-	93,000	-	-	-
3417: Youthful Offender	80211: Departmental Overhead Transfer	No Program	2,000	-	2,500	791	973	1,748
3417: Youthful Offender	80231: General Insurance	No Program	1,906	-	2,952	2,100	799	2,176
3417: Youthful Offender	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**3,906**	**-**	**98,452**	**2,891**	**1,772**	**3,924**
3417: Youthful Offender	**Expenses: Total Expense**	**No Program**	**262,159**	**-**	**436,826**	**101,200**	**86,130**	**133,016**
3417: Youthful Offender	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**32,555)**	**34,801**	**7,447**
3432: Community Correct AB109	44201: Interest From Investments	No Program	25,000	-	25,000	21,351	54,103	34,527
3432: Community Correct AB109	**R44000: Interest Revenues**	**No Program**	**25,000**	**-**	**25,000**	**21,351**	**54,103**	**34,527**
3432: Community Correct AB109	45172: AB109 CCP Planning Grant - State	No Program	0	-	-	-	100,000	100,000
3432: Community Correct AB109	45173: Early PRCS Release - State	No Program	20,500	-	20,500	-	10,250	20,500
3432: Community Correct AB109	45174: Community Correct Growth - State	No Program	112,722	-	30,853	-	30,853	128,234
3432: Community Correct AB109	45282: AB109 Implement (AB118) - State	No Program	1,118,396	-	1,010,946	589,287	999,492	969,102
3432: Community Correct AB109	**R45000: State Revenues**	**No Program**	**1,251,618**	**-**	**1,062,299**	**589,287**	**1,140,595**	**1,217,836**
3432: Community Correct AB109	48189: Miscellaneous Revenue Account	No Program	0	-	-	-	-	444
3432: Community Correct AB109	**R48000: Miscellaneous Revenues**	**No Program**	**0**	**-**	**-**	**-**	**-**	**444**

Mariposa County

Lineitem Worksheet - 224 - Probation
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3432: Community Correct AB109	49101: Transfer In - General	No Program	142,021	-	-	12,921	13,298	14,530
3432: Community Correct AB109	**R49000: Transfer In Revenues**	**No Program**	**142,021**	**-**	**-**	**12,921**	**13,298**	**14,530**
3432: Community Correct AB109	**49999: Beginning Fund Balance**	**No Program**	**1,215,601**	**-**	**1,422,447**	**-**	**-**	**-**
3432: Community Correct AB109	**Revenues: Total Revenue**	**No Program**	**2,634,240**	**-**	**2,509,746**	**623,559**	**1,207,996**	**1,267,336**
3432: Community Correct AB109	51111: Regular salaries and wages	No Program	266,792	-	238,768	149,735	161,428	93,749
3432: Community Correct AB109	51112: Extra Help	No Program	40,000	-	50,000	5,002	30,007	80,701
3432: Community Correct AB109	51115: Overtime	No Program	20,000	-	25,000	3,707	2,226	993
3432: Community Correct AB109	51202: Longevity Pay	No Program	12,301	-	6,841	6,365	7,310	8,428
3432: Community Correct AB109	51207: Standby Call Back Pay	No Program	8,000	-	8,000	3,135	4,223	2,733
3432: Community Correct AB109	51211: Post Certificate Pay	No Program	4,305	-	2,851	2,460	2,295	2,389
3432: Community Correct AB109	51213: Uniform Allowance	No Program	1,723	-	1,723	1,167	1,306	1,050
3432: Community Correct AB109	51215: Incentive Pay - PERS	No Program	780	-	-	390	-	-
3432: Community Correct AB109	52101: Retirement - Employer	No Program	56,991	-	50,066	33,868	36,188	24,763
3432: Community Correct AB109	52102: Unfunded Liability Payment Total	No Program	62,365	-	45,703	35,424	44,537	20,399
3432: Community Correct AB109	52201: Medical - Active Employees	No Program	66,818	-	64,445	28,033	18,392	17,647
3432: Community Correct AB109	52202: Dental - Active Employees	No Program	2,635	-	1,900	1,692	2,431	955
3432: Community Correct AB109	52203: Vision - Active Employees	No Program	521	-	378	317	328	103
3432: Community Correct AB109	52205: Life Insurance	No Program	166	-	166	105	118	87
3432: Community Correct AB109	52206: Cash Cafeteria Plan	No Program	2,451	-	1,683	4,016	8,559	1,458
3432: Community Correct AB109	52208: Medical Insurance Administrative Fee	No Program	158	-	158	69	46	41
3432: Community Correct AB109	52301: Social Security Total	No Program	19,812	-	17,613	10,759	11,676	6,686
3432: Community Correct AB109	52302: Medicare Total	No Program	5,213	-	4,845	2,598	3,159	2,811
3432: Community Correct AB109	52303: SDI Total	No Program	3,454	-	3,058	1,940	1,812	1,083
3432: Community Correct AB109	52401: Accrued Benefits	No Program	-	-	-	3,672	-	-
3432: Community Correct AB109	**E50000: Salary and Benefit Expenses**	**No Program**	**574,485**	**-**	**523,198**	**294,454**	**336,039**	**266,074**
3432: Community Correct AB109	60102: Food	No Program	1,000	-	1,000	-	270	143
3432: Community Correct AB109	60103: Safety Equipment	No Program	50,000	-	62,000	14,357	27,691	47,290
3432: Community Correct AB109	60111: Training and Seminars	No Program	30,000	-	30,000	2,794	10,701	8,925
3432: Community Correct AB109	60121: Meals	No Program	5,000	-	10,000	1,993	3,460	2,628
3432: Community Correct AB109	60122: Lodging	No Program	10,000	-	15,000	7,505	14,239	4,440
3432: Community Correct AB109	60123: Mileage	No Program	1,500	-	1,500	-	-	835
3432: Community Correct AB109	60124: Transportation - Employee	No Program	2,000	-	2,000	1,207	1,458	1,878
3432: Community Correct AB109	60132: Maintenance - Buildings and Improvements	No Program	15,000	-	30,000	6,708	11,006	5,280
3432: Community Correct AB109	60157: Ammunition	No Program	10,000	-	10,000	-	-	3,751
3432: Community Correct AB109	60181: Medical and Laboratory Expenses	No Program	20,000	-	30,000	4,255	10,409	8,444

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
3432: Community Correct AB109	60191: Memberships	No Program	2,000	-	1,000	1,553	450	1,126
3432: Community Correct AB109	60201: Miscellaneous Expense	No Program	69,385	-	40,422	8,002	15,003	3,742
3432: Community Correct AB109	60211: Copy Machine Expense	No Program	-	-	-	-	-	1,209
3432: Community Correct AB109	60213: Office Supplies	No Program	10,000	-	30,000	3,582	9,532	12,209
3432: Community Correct AB109	60214: Postage	No Program	1,000	-	1,000	36	53	504
3432: Community Correct AB109	60215: Janitorial Supplies	No Program	10,000	-	15,000	-	-	-
3432: Community Correct AB109	60216: Storage - File, Furniture, and Equipment	No Program	10,000	-	-	-	4,385	-
3432: Community Correct AB109	60301: General Professional Services	No Program	225,000	-	200,000	114,287	169,487	171,277
3432: Community Correct AB109	60308: Law Enforcement Services	No Program	-	-	40,000	-	-	-
3432: Community Correct AB109	60309: Emergency Operations Services	No Program	5,000	-	5,000	-	-	-
3432: Community Correct AB109	60318: Legal Services	No Program	10,000	-	10,000	-	-	-
3432: Community Correct AB109	60392: Rents and Leases - Buildings	No Program	20,000	-	20,000	-	-	9,900
3432: Community Correct AB109	60411: Telephone and Internet	No Program	12,500	-	15,000	3,425	4,410	8,359
3432: Community Correct AB109	60412: Propane	No Program	3,000	-	2,000	-	(150)	1,105
3432: Community Correct AB109	60414: Electricity	No Program	5,000	-	5,000	-	-	-
3432: Community Correct AB109	60421: Equipment Technology	No Program	30,000	-	10,000	-	-	-
3432: Community Correct AB109	60431: Software	No Program	75,000	-	42,891	66,879	50,383	9,362
3432: Community Correct AB109	60441: Fuel	No Program	20,000	-	20,000	3,590	4,790	7,898
3432: Community Correct AB109	60503: Client - Community Safety Services	No Program	-	-	10,000	-	-	147
3432: Community Correct AB109	60508: Client - Community Education and Engagement	No Program	20,000	-	20,000	-	-	-
3432: Community Correct AB109	60514: Client - Animal Caretaking	No Program	-	-	72,000	-	-	-
3432: Community Correct AB109	60517: Client - Incentives	No Program	8,000	-	8,000	250	175	1,350
3432: Community Correct AB109	60518: Client - Clothing	No Program	5,000	-	8,000	41	-	-
3432: Community Correct AB109	60528: Client - Work Program Expense	No Program	5,000	-	13,500	262	1,068	843
3432: Community Correct AB109	60535: Client - Temporary Housing	No Program	10,000	-	10,000	-	533	1,378
3432: Community Correct AB109	60543: Client - Treatment Facilities	No Program	100,000	-	100,000	61,386	90,525	-
3432: Community Correct AB109	60546: Client - Lab Data Monitoring Services	No Program	30,000	-	55,000	2,103	10,612	3,754
3432: Community Correct AB109	60553: Client - Travel Transport	No Program	5,000	-	8,000	346	955	251
3432: Community Correct AB109	60621: County Vehicle Expense	No Program	60,000	-	80,000	36,160	89,154	40,187
3432: Community Correct AB109	69999: Receivable from Employee – Calcard	No Program	-	-	-	-	0	82
3432: Community Correct AB109	**E60000: Operating Expenses**	**No Program**	**895,385**	**-**	**1,033,313**	**340,721**	**530,599**	**358,299**
3432: Community Correct AB109	70111: Community and Office Buildings	No Program	500,000	-	280,000	-	-	-
3432: Community Correct AB109	70211: General Equipment	No Program	-	-	-	-	-	6,489
3432: Community Correct AB109	70221: Technological Equipment	No Program	-	-	2,109	2,109	-	-
3432: Community Correct AB109	70411: Staff Vehicles	No Program	100,000	-	80,000	51,388	-	-

Mariposa County

Lineitem Worksheet - 224 - Probation
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3432: Community Correct AB109	**E70000: Fixed Asset Expenses**	**No Program**	**600,000**	**-**	**362,109**	**53,497**	**-**	**6,489**
3432: Community Correct AB109	80111: Transfer Out - General	No Program	249,500	-	236,500	43,556	967,350	442,797
3432: Community Correct AB109	80221: Cost Allocation Overhead Transfer	No Program	-	-	44,556	-	-	52,449
3432: Community Correct AB109	80231: General Insurance	No Program	14,870	-	10,070	7,248	12,377	9,774
3432: Community Correct AB109	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**264,370**	**-**	**291,126**	**50,804**	**979,727**	**505,020**
3432: Community Correct AB109	92001: Contingency Designation	No Program	300,000	-	300,000	-	-	-
3432: Community Correct AB109	**E90000: Appropriations for Reserves and Contingencies Expenses**	**No Program**	**300,000**	**-**	**300,000**	**-**	**-**	**-**
3432: Community Correct AB109	**Expenses: Total Expense**	**No Program**	**2,634,240**	**-**	**2,509,746**	**739,476**	**1,846,366**	**1,135,883**
3432: Community Correct AB109	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**115,917)**	**638,370)**	**131,453**
3434: Community Correct SB678	44201: Interest From Investments	No Program	8,000	-	4,000	6,002	8,652	3,726
3434: Community Correct SB678	**R44000: Interest Revenues**	**No Program**	**8,000**	**-**	**4,000**	**6,002**	**8,652**	**3,726**
3434: Community Correct SB678	45304: SB678 PC1233.6 (D) - State	No Program	228,164	-	200,000	100,000	200,000	200,000
3434: Community Correct SB678	**R45000: State Revenues**	**No Program**	**228,164**	**-**	**200,000**	**100,000**	**200,000**	**200,000**
3434: Community Correct SB678	49101: Transfer In - General	No Program	-	-	124,490	-	-	12,992
3434: Community Correct SB678	**R49000: Transfer In Revenues**	**No Program**	**-**	**-**	**124,490**	**-**	**-**	**12,992**
3434: Community Correct SB678	**49999: Beginning Fund Balance**	**No Program**	**402,522**	**-**	**391,285**	**-**	**-**	**-**
3434: Community Correct SB678	**Revenues: Total Revenue**	**No Program**	**638,686**	**-**	**719,775**	**106,002**	**208,652**	**216,718**
3434: Community Correct SB678	51111: Regular salaries and wages	No Program	107,012	-	115,440	52,657	10,512	45,605
3434: Community Correct SB678	51112: Extra Help	No Program	25,000	-	30,000	-	-	-
3434: Community Correct SB678	51115: Overtime	No Program	15,000	-	20,000	941	-	1,363
3434: Community Correct SB678	51202: Longevity Pay	No Program	-	-	-	-	287	10
3434: Community Correct SB678	51207: Standby Call Back Pay	No Program	10,000	-	10,000	-	87	1,075
3434: Community Correct SB678	51211: Post Certificate Pay	No Program	-	-	-	-	117	-
3434: Community Correct SB678	51213: Uniform Allowance	No Program	772	-	1,030	387	95	386
3434: Community Correct SB678	52101: Retirement - Employer	No Program	14,971	-	16,060	7,158	2,192	6,061
3434: Community Correct SB678	52102: Unfunded Liability Payment Total	No Program	15,734	-	15,804	12,249	7,936	21,083
3434: Community Correct SB678	52201: Medical - Active Employees	No Program	10,933	-	40,848	-	543	5,983
3434: Community Correct SB678	52202: Dental - Active Employees	No Program	1,497	-	962	965	133	851
3434: Community Correct SB678	52203: Vision - Active Employees	No Program	298	-	206	189	26	149
3434: Community Correct SB678	52205: Life Insurance	No Program	50	-	66	27	7	25
3434: Community Correct SB678	52206: Cash Cafeteria Plan	No Program	7,968	-	-	6,288	1,225	3,190
3434: Community Correct SB678	52208: Medical Insurance Administrative Fee	No Program	75	-	100	-	3	20
3434: Community Correct SB678	52301: Social Security Total	No Program	8,807	-	9,096	3,833	772	3,266
3434: Community Correct SB678	52302: Medicare Total	No Program	2,422	-	2,562	896	181	764
3434: Community Correct SB678	52303: SDI Total	No Program	1,509	-	1,554	692	136	501

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
Fund	**Account**	**Program**						
3434: Community Correct SB678	**E50000: Salary and Benefit Expenses**	**No Program**	**222,048**	**-**	**263,728**	**86,282**	**24,251**	**90,333**
3434: Community Correct SB678	60102: Food	No Program	3,000	-	5,000	-	-	-
3434: Community Correct SB678	60103: Safety Equipment	No Program	7,500	-	10,000	1,842	-	-
3434: Community Correct SB678	60111: Training and Seminars	No Program	7,500	-	15,000	-	108	-
3434: Community Correct SB678	60121: Meals	No Program	2,000	-	5,000	-	1,012	812
3434: Community Correct SB678	60122: Lodging	No Program	2,500	-	5,000	-	472	1,814
3434: Community Correct SB678	60123: Mileage	No Program	250	-	3,000	-	-	-
3434: Community Correct SB678	60124: Transportation - Employee	No Program	250	-	500	-	393	322
3434: Community Correct SB678	60157: Ammunition	No Program	5,000	-	5,000	-	-	2,000
3434: Community Correct SB678	60181: Medical and Laboratory Expenses	No Program	15,000	-	18,000	4,601	9,609	13,251
3434: Community Correct SB678	60201: Miscellaneous Expense	No Program	21,094	-	42,440	811	943	733
3434: Community Correct SB678	60213: Office Supplies	No Program	5,000	-	10,000	1,720	865	1,168
3434: Community Correct SB678	60215: Janitorial Supplies	No Program	2,500	-	5,000	-	-	-
3434: Community Correct SB678	60301: General Professional Services	No Program	55,000	-	55,000	6,859	7,882	7,298
3434: Community Correct SB678	60308: Law Enforcement Services	No Program	10,000	-	15,000	-	-	-
3434: Community Correct SB678	60309: Emergency Operations Services	No Program	8,000	-	10,000	-	-	-
3434: Community Correct SB678	60318: Legal Services	No Program	5,000	-	5,000	-	-	-
3434: Community Correct SB678	60411: Telephone and Internet	No Program	8,000	-	10,000	1,000	1,868	1,179
3434: Community Correct SB678	60421: Equipment Technology	No Program	10,000	-	10,000	-	-	-
3434: Community Correct SB678	60431: Software	No Program	35,000	-	40,000	3,629	3,594	3,526
3434: Community Correct SB678	60441: Fuel	No Program	5,000	-	5,000	710	2,722	1,973
3434: Community Correct SB678	60503: Client - Community Safety Services	No Program	10,000	-	15,000	-	-	-
3434: Community Correct SB678	60505: Client - Community Economic Development Contributions	No Program	5,000	-	5,000	-	-	-
3434: Community Correct SB678	60514: Client - Animal Caretaking	No Program	60,000	-	-	-	-	-
3434: Community Correct SB678	60517: Client - Incentives	No Program	5,000	-	5,000	850	2,175	575
3434: Community Correct SB678	60535: Client - Temporary Housing	No Program	10,000	-	10,000	-	168	-
3434: Community Correct SB678	60541: Client - Medical Professionals	No Program	10,000	-	10,000	-	-	-
3434: Community Correct SB678	60543: Client - Treatment Facilities	No Program	25,000	-	40,000	-	-	-
3434: Community Correct SB678	60546: Client - Lab Data Monitoring Services	No Program	25,000	-	25,000	-	-	-
3434: Community Correct SB678	60553: Client - Travel Transport	No Program	8,000	-	8,000	94	113	40
3434: Community Correct SB678	60621: County Vehicle Expense	No Program	10,000	-	10,000	6,839	60	1,828
3434: Community Correct SB678	**E60000: Operating Expenses**	**No Program**	**375,594**	**-**	**401,940**	**28,955**	**31,984**	**36,519**
3434: Community Correct SB678	70411: Staff Vehicles	No Program	40,000	-	40,000	-	-	-
3434: Community Correct SB678	**E70000: Fixed Asset Expenses**	**No Program**	**40,000**	**-**	**40,000**	**-**	**-**	**-**
3434: Community Correct SB678	80111: Transfer Out - General	No Program	-	-	-	-	59,099	-

Mariposa County

Lineitem Worksheet - 224 - Probation
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3434: Community Correct SB678	80221: Cost Allocation Overhead Transfer	No Program	-	-	11,381	-	-	11,379
3434: Community Correct SB678	80231: General Insurance	No Program	1,044	-	2,726	1,941	5,682	5,654
3434: Community Correct SB678	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**1,044**	**-**	**14,107**	**1,941**	**64,781**	**17,033**
3434: Community Correct SB678	**Expenses: Total Expense**	**No Program**	**638,686**	**-**	**719,775**	**117,178**	**121,016**	**143,885**
3434: Community Correct SB678	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**11,176)**	**87,636**	**72,833**
3438: DJJ Realignment SB823	44201: Interest From Investments	No Program	18,000	-	8,000	12,581	17,410	7,389
3438: DJJ Realignment SB823	**R44000: Interest Revenues**	**No Program**	**18,000**	**-**	**8,000**	**12,581**	**17,410**	**7,389**
3438: DJJ Realignment SB823	45171: Juvenile Probations & Camps - State	No Program	260,634	-	250,000	272,857	292,909	250,000
3438: DJJ Realignment SB823	**R45000: State Revenues**	**No Program**	**260,634**	**-**	**250,000**	**272,857**	**292,909**	**250,000**
3438: DJJ Realignment SB823	**49999: Beginning Fund Balance**	**No Program**	**1,000,354**	**-**	**612,866**	**-**	**-**	**-**
3438: DJJ Realignment SB823	**Revenues: Total Revenue**	**No Program**	**1,278,988**	**-**	**870,866**	**285,438**	**310,319**	**257,389**
3438: DJJ Realignment SB823	60201: Miscellaneous Expense	No Program	15,502	-	20,866	621	-	1,250
3438: DJJ Realignment SB823	60301: General Professional Services	No Program	100,000	-	100,000	-	-	-
3438: DJJ Realignment SB823	60507: Client - Community Partners Contributions	No Program	192,502	-	300,000	42,849	48,887	-
3438: DJJ Realignment SB823	*60507: Client - Community Partners Contributions*	*Local Innovation Grant*	*192,502*	-	-	-	-	-
3438: DJJ Realignment SB823	60541: Client - Medical Professionals	No Program	50,000	-	50,000	-	-	-
3438: DJJ Realignment SB823	60542: Client - Board and Care	No Program	646,000	-	400,000	45,016	75,105	78,855
3438: DJJ Realignment SB823	*60542: Client - Board and Care*	*Tuolumne-Guaranteed Beds*	*146,000*	-	-	-	-	-
3438: DJJ Realignment SB823	*60542: Client - Board and Care*	*Reserved- Secure Youth Treatment Facility*	*500,000*	-	-	-	-	-
3438: DJJ Realignment SB823	**E60000: Operating Expenses**	**No Program**	**1,004,004**	**-**	**870,866**	**88,486**	**123,992**	**80,105**
3438: DJJ Realignment SB823	**Expenses: Total Expense**	**No Program**	**1,004,004**	**-**	**870,866**	**88,486**	**123,992**	**80,105**
3438: DJJ Realignment SB823	**MPC_Budget Net Balance**	**No Program**	**274,984**	**-**	**0**	**196,952**	**186,327**	**177,284**
3441: Youth Programs and Facilities Grant (YPFG)	45176: SB823 Revenue	No Program	-	-	100,173	92,106	149,243	-
3441: Youth Programs and Facilities Grant (YPFG)	**R45000: State Revenues**	**No Program**	**-**	**-**	**100,173**	**92,106**	**149,243**	**-**
3441: Youth Programs and Facilities Grant (YPFG)	**49999: Beginning Fund Balance**	**No Program**	**-**	**-**	**(6,791)**	**-**	**-**	**-**
3441: Youth Programs and Facilities Grant (YPFG)	**Revenues: Total Revenue**	**No Program**	**-**	**-**	**93,382**	**92,106**	**149,243**	**-**
3441: Youth Programs and Facilities Grant (YPFG)	60301: General Professional Services	No Program	-	-	-	-	11,783	5,891
3441: Youth Programs and Facilities Grant (YPFG)	**E60000: Operating Expenses**	**No Program**	**-**	**-**	**-**	**-**	**11,783**	**5,891**
3441: Youth Programs and Facilities Grant (YPFG)	70411: Staff Vehicles	No Program	-	-	93,382	-	86,569	-
3441: Youth Programs and Facilities Grant (YPFG)	**E70000: Fixed Asset Expenses**	**No Program**	**-**	**-**	**93,382**	**-**	**86,569**	**-**
3441: Youth Programs and Facilities Grant (YPFG)	**Expenses: Total Expense**	**No Program**	**-**	**-**	**93,382**	**-**	**98,352**	**5,891**
3441: Youth Programs and Facilities Grant (YPFG)	**MPC_Budget Net Balance**	**No Program**	**-**	**-**	**0**	**92,106**	**50,891**	**5,891)**
3444: JAG Drug Task Force	46133: JAG/Drug Task Probation - Federal	No Program	189,113	-	165,490	30,815	16,202	14,287
3444: JAG Drug Task Force	46134: JAG/Drug Task Sheriff - Federal	No Program	179,266	-	129,718	13,641	12,662	42,293
3444: JAG Drug Task Force	46135: JAG/Drug Task D.A. - Federal	No Program	87,158	-	82,248	43,766	27,102	31,989

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3444: JAG Drug Task Force	**R46000: Federal Revenues**	**No Program**	**455,537**	**-**	**377,456**	**88,222**	**55,966**	**88,569**
3444: JAG Drug Task Force	**Revenues: Total Revenue**	**No Program**	**455,537**	**-**	**377,456**	**88,222**	**55,966**	**88,569**
3444: JAG Drug Task Force	60111: Training and Seminars	No Program	10,000	-	10,000	2,950	2,168	1,295
3444: JAG Drug Task Force	60121: Meals	No Program	5,000	-	4,000	184	208	-
3444: JAG Drug Task Force	60122: Lodging	No Program	3,092	-	3,000	852	528	-
3444: JAG Drug Task Force	60301: General Professional Services	No Program	29,000	-	24,000	7,000	-	-
3444: JAG Drug Task Force	**E60000: Operating Expenses**	**No Program**	**47,092**	**-**	**41,000**	**10,986**	**2,904**	**1,295**
3444: JAG Drug Task Force	80111: Transfer Out - General	No Program	408,445	-	336,456	48,204	53,062	87,274
3444: JAG Drug Task Force	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**408,445**	**-**	**336,456**	**48,204**	**53,062**	**87,274**
3444: JAG Drug Task Force	**Expenses: Total Expense**	**No Program**	**455,537**	**-**	**377,456**	**59,190**	**55,966**	**88,569**
3444: JAG Drug Task Force	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**29,032**	**0**	**0**
3497: SB 129 Pre-Trial	44201: Interest From Investments	No Program	150	-	-	175	(742)	388
3497: SB 129 Pre-Trial	**R44000: Interest Revenues**	**No Program**	**150**	**-**	**-**	**175**	**(742)**	**388**
3497: SB 129 Pre-Trial	45176: SB823 Revenue	No Program	258,746	-	201,605	140,745	190,453	271,342
3497: SB 129 Pre-Trial	**R45000: State Revenues**	**No Program**	**258,746**	**-**	**201,605**	**140,745**	**190,453**	**271,342**
3497: SB 129 Pre-Trial	**49999: Beginning Fund Balance**	**No Program**	**8,258**	**-**	**(2,706)**	**-**	**-**	**-**
3497: SB 129 Pre-Trial	**Revenues: Total Revenue**	**No Program**	**267,154**	**-**	**198,899**	**140,920**	**189,711**	**271,731**
3497: SB 129 Pre-Trial	51111: Regular salaries and wages	No Program	94,169	-	91,648	68,171	88,175	82,538
3497: SB 129 Pre-Trial	51115: Overtime	No Program	1,000	-	7,000	345	5,197	6,980
3497: SB 129 Pre-Trial	51202: Longevity Pay	No Program	-	-	-	-	3,824	3,379
3497: SB 129 Pre-Trial	51207: Standby Call Back Pay	No Program	5,000	-	5,000	1,620	3,270	4,691
3497: SB 129 Pre-Trial	51211: Post Certificate Pay	No Program	-	-	-	-	7	-
3497: SB 129 Pre-Trial	51213: Uniform Allowance	No Program	515	-	515	387	515	515
3497: SB 129 Pre-Trial	52101: Retirement - Employer	No Program	13,174	-	12,749	9,336	20,943	20,469
3497: SB 129 Pre-Trial	52102: Unfunded Liability Payment Total	No Program	13,845	-	12,214	9,468	22,593	-
3497: SB 129 Pre-Trial	52201: Medical - Active Employees	No Program	-	-	-	-	11,323	16,013
3497: SB 129 Pre-Trial	52202: Dental - Active Employees	No Program	1,265	-	1,309	965	1,041	955
3497: SB 129 Pre-Trial	52203: Vision - Active Employees	No Program	246	-	246	189	187	157
3497: SB 129 Pre-Trial	52205: Life Insurance	No Program	33	-	33	27	33	33
3497: SB 129 Pre-Trial	52206: Cash Cafeteria Plan	No Program	7,968	-	7,968	5,976	2,656	-
3497: SB 129 Pre-Trial	52208: Medical Insurance Administrative Fee	No Program	50	-	50	-	34	41
3497: SB 129 Pre-Trial	52301: Social Security Total	No Program	6,806	-	6,489	4,798	6,578	6,053
3497: SB 129 Pre-Trial	52302: Medicare Total	No Program	1,592	-	1,518	1,123	1,538	1,416
3497: SB 129 Pre-Trial	52303: SDI Total	No Program	1,184	-	1,127	867	1,034	984
3497: SB 129 Pre-Trial	52401: Accrued Benefits	No Program	-	-	-	-	3,360	-

Mariposa County

Lineitem Worksheet - 224 - Probation

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2025-2026	2025-2026	2024-2025	2024-2025	2023-2024	2022-2023
3497: SB 129 Pre-Trial	**E50000: Salary and Benefit Expenses**	**No Program**	**146,847**	**-**	**147,866**	**103,272**	**172,308**	**144,224**
3497: SB 129 Pre-Trial	60111: Training and Seminars	No Program	4,000	-	5,000	-	6,000	19,200
3497: SB 129 Pre-Trial	60121: Meals	No Program	2,000	-	-	636	-	-
3497: SB 129 Pre-Trial	60122: Lodging	No Program	2,000	-	-	1,655	-	-
3497: SB 129 Pre-Trial	60201: Miscellaneous Expense	No Program	62,307	-	13,033	4,752	31,736	-
3497: SB 129 Pre-Trial	60546: Client - Lab Data Monitoring Services	No Program	50,000	-	33,000	28,358	35,227	40,922
3497: SB 129 Pre-Trial	**E60000: Operating Expenses**	**No Program**	**120,307**	**-**	**51,033**	**35,401**	**72,963**	**60,122**
3497: SB 129 Pre-Trial	80111: Transfer Out - General	No Program	-	-	-	-	-	14,530
3497: SB 129 Pre-Trial	**E80000: Transfers and Appropriations for Contingencies Expenses**	**No Program**	**0**	**-**	**0**	**0**	**-**	**14,530**
3497: SB 129 Pre-Trial	**Expenses: Total Expense**	**No Program**	**267,154**	**-**	**198,899**	**138,673**	**245,271**	**218,876**
3497: SB 129 Pre-Trial	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**2,247**	**55,560)**	**52,854**
3627: Mobile Probation Service Centers Grant	45547: One-Time State Grants - State	No Program	-	-	32,300	3,594	99,709	-
3627: Mobile Probation Service Centers Grant	**R45000: State Revenues**	**No Program**	**-**	**-**	**32,300**	**3,594**	**99,709**	**-**
3627: Mobile Probation Service Centers Grant	**49999: Beginning Fund Balance**	**No Program**	**-**	**-**	**(1,754)**	**-**	**-**	**-**
3627: Mobile Probation Service Centers Grant	**Revenues: Total Revenue**	**No Program**	**-**	**-**	**30,546**	**3,594**	**99,709**	**-**
3627: Mobile Probation Service Centers Grant	60111: Training and Seminars	No Program	-	-	4,050	-	-	-
3627: Mobile Probation Service Centers Grant	60131: Maintenance - Equipment	No Program	-	-	3,407	1,615	2,400	-
3627: Mobile Probation Service Centers Grant	60151: Medical Supplies	No Program	-	-	189	-	811	62
3627: Mobile Probation Service Centers Grant	60201: Miscellaneous Expense	No Program	-	-	4,168	14,670	691	-
3627: Mobile Probation Service Centers Grant	60421: Equipment Technology	No Program	-	-	6,195	-	1,043	957
3627: Mobile Probation Service Centers Grant	60441: Fuel	No Program	-	-	10,537	95	464	-
3627: Mobile Probation Service Centers Grant	60621: County Vehicle Expense	No Program	-	-	2,000	1,320	913	-
3627: Mobile Probation Service Centers Grant	**E60000: Operating Expenses**	**No Program**	**-**	**-**	**30,546**	**17,700**	**6,322**	**1,019**
3627: Mobile Probation Service Centers Grant	70411: Staff Vehicles	No Program	-	-	-	-	-	94,122
3627: Mobile Probation Service Centers Grant	**E70000: Fixed Asset Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	**94,122**
3627: Mobile Probation Service Centers Grant	**Expenses: Total Expense**	**No Program**	**-**	**-**	**30,546**	**17,700**	**6,322**	**95,141**
3627: Mobile Probation Service Centers Grant	**MPC_Budget Net Balance**	**No Program**	**-**	**-**	**0**	**14,106)**	**93,387**	**95,141)**
Total Funds	**MPC_Net Balance**	**Total Program**	**(1,727,364)**	**-**	**(1,699,039)**	**(1,091,588)**	**(1,577,337)**	**(1,148,368)**

MARIPOSA COUNTY PROBATION DEPARTMENT

MISSION

- Serving Our Court
- Protecting Our Community
- Transforming Lives

VISION

The Mariposa County Probation Department strives to contribute to a safe community, build stronger families, and restore hope in those we serve.

CORE VALUES

- Professional Integrity
- Accountability
- Compassion
- Inclusivity
- Collaborative Partnerships

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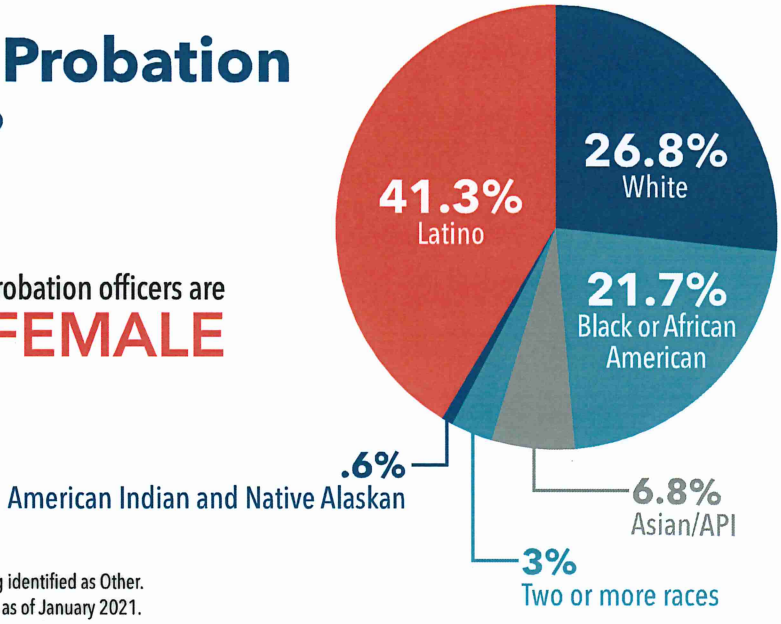
THIS IS CALIFORNIA PROBATION

Who are Probation Officers?

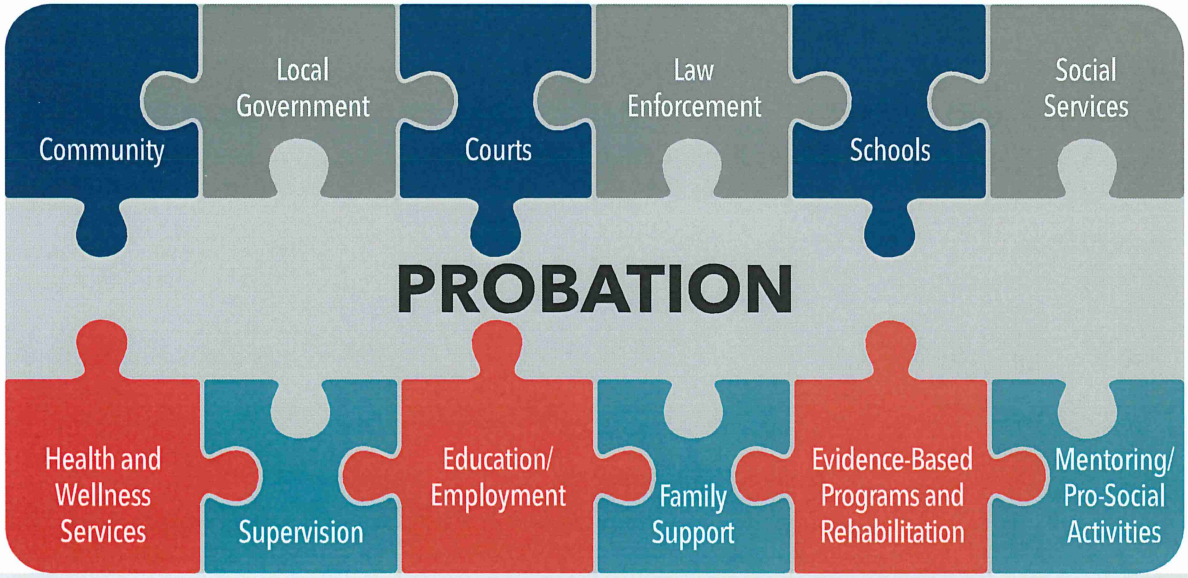
51% of probation officers are **FEMALE**



*Totals do not equal 100% remaining identified as Other.
**Data reported from all 58 counties as of January 2021.

- ✓ Majority with 4-year college degrees
- ✓ Many probation departments employ former system-involved individuals
- ✓ 350 hours of training in first two years; at least 40 hours annually thereafter. Additional training includes:
  - trauma-informed care
  - cognitive behavioral therapy
  - therapeutic and strength-based care
  - emotional intelligence

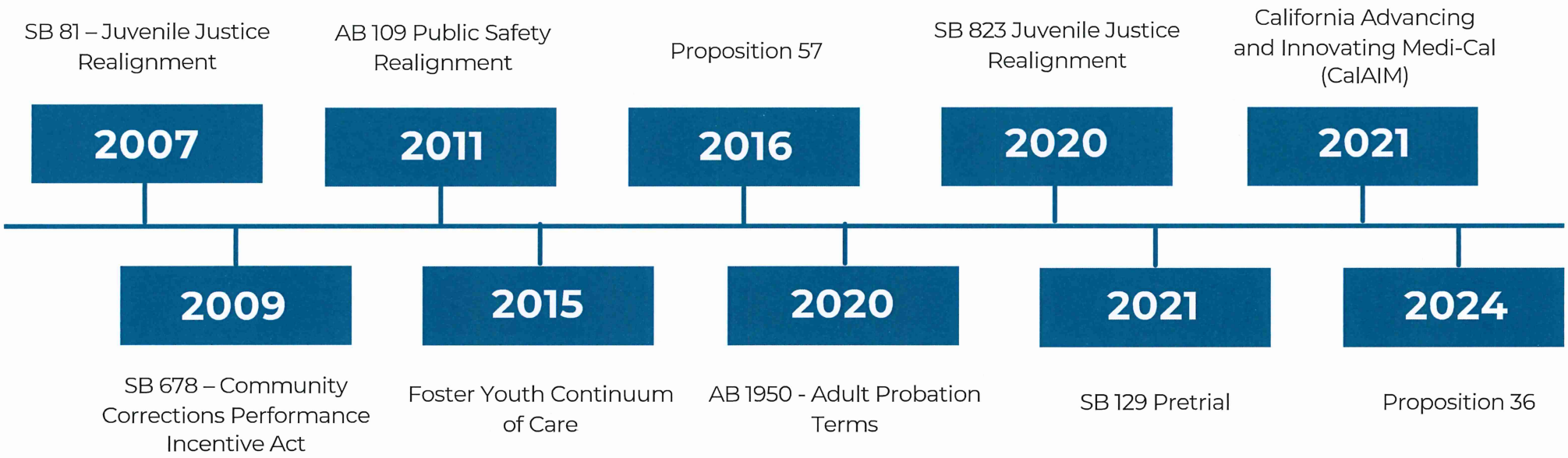
Probation is trained to safely connect system-involved individuals to the supports they need



Why Probation Works

Probation is the alternative to incarceration	Probation is made up of trained experts prepared to successfully manage trauma and other needs of the adults and youth we serve	Probation connects service and need in order to enhance safety and restoration	Probation delivers sustainable collaborative community safety

STATE POLICIES IMPLEMENTED BY PROBATION



Juvenile Justice in California

2000

Probation supported Schiff-Cardenas Crime Prevention Act signed by Governor; Challenge Grants begin

State begins investment in Probation, leading to development services for youth.

2006

Probation begins Risk Needs Responsivity principles

Services targeted to high-risk youth, diverting low-risk youth and referring them to interventions tailored to their needs.

2007

Juvenile Justice Realignment signed with Probation support

Programs implemented to keep youth closer to families while providing and connecting youth to services.

2008

Probation adopts a new evidence-based approach for juveniles

Educational, rehabilitation, job training, and other social service programs and implemented and evidence-based programming and wrap-around services for youth continue.

2012

Probation increases use of validated assessments and careful detention screening leading to significant reductions in juvenile detention

About 8,000 youth in juvenile detention or camps. More youth receive treatment and supervision in the community.

2016

CPOC supports Prop 57 ending direct filing of juveniles to adult court

Felony arrest rates down 73%. Probation continues individualized assessments, needs-based case planning, evidence-based programming, and wrap-around services for youth continue.

2017

The Continuum of Care Reform (CCR) (SB 403) redesigns residential care for foster youth creating short-term residential treatment programs providing mental health treatment and focuses on child and family teaming

CCR implementation and Probation works to find familial and STRP placements for high-needs youth,

2021

SB 823 begins closure of Division of Juvenile Justice (DJJ); realigns entire juvenile justice continuum to county probation departments

DJJ permanently closed in 2023, approximately 250 youths returned to California counties.

County Probation's Leadership in the Transformative Evolution of California's Juvenile Justice System

2000
19,000 youth in detention.

2000
Probation supported Schiff-Cardenas Crime Prevention Act signed by Governor; Challenge Grants begin

State begins investment in Probation, leading to development services for youth.

2006
Probation begins Risk Needs Responsivity principles

Services targeted to high-risk youth, diverting low-risk youth and referring them to interventions tailored to their needs.

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CCR in implementation and Probation works to find familial and STRTP placements for high-needs youth.

2021
SB 823 begins closure of Division of Juvenile Justice; realigns entire juvenile justice continuum to county probation departments

DJJ permanently closed in 2023, approximately 250 youths returned to California counties.

2023
Juvenile Detention at just over 2,877 youth.

2023
Nearly 90%
of youth served in the community.

Chief Probation Officers of California

Probation Grant Funded Projects

Fund	Project or Dept.	Amount	Year
3432	Library	$10,250.00	FY 11/12
3432	Planning – Code Compliance	$14,300.00	FY 14/15
3432	Planning – Code Compliance	$18,000.00	FY 15/16
3432	County Grant Writer	$13,595.92	FY 18/19
3417	Movie In the Park-Screen	$2,500.00	FY 20/21
3432	Victim-Witness MIT Camera	$13,598.95	FY 21/22
3432	Security Camera & Alarm – DA Office	$30,594.88	FY 21/22
3432	Mariposa County Park – Pool Re-Surface	$100,000.00	FY 22/23
3432	HHSA Recess Program (CASA)	$30,000.00	FY 22/23
3432	Shower Construction at the Jail	$13,000.00	FY 23/24
3432	Electronic Court Subpoena – DA Office	$10,928.00	FY 24/25
3417	Mariposa Park Playground Equipment	$93,000.00	FY 24/25
3432	Coulterville Park & Pool	$6,000.00	Unknown
3432	Student Interns – Public Safety Depts.	Varies per Year	Multiple

Note: 3432 – Community Corrections / AB 109
3417 – Youthful Offender Block Grant

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 8, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: **CLOSED SESSION:** Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation

[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None