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
SEPTEMBER 9, 2025

A. Call 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.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received by Pete Judy/Resident, who commented on CA.3, the reclassification of the Deputy Clerk of the Board positions. He noted how did the County go this long not paying them what they should have been paid. He noted he complimented the Board on taking this up, but wondered how many more employees were missed. He felt there should be back pay. He then noted the Clerk of the Board would now make less than her number 2 after all the benefits regular employees get that department heads do not. He noted that when he was the Chief Probation Officer, his number 2 only made about $300 less than him a month, which isn't right. He noted that if the Board tried to give a 37% raise to the Clerk of the Board, who is a Department Head, the people wouldn't like it, but it's needed. He noted the Board is generous with regular

employees but not Department Heads.

Mike Brusa/Resident noted he hasn't been in a while and it's hard to talk about. He noted he normally comes up to speak on the local emergency, noting it is still on the agenda. He noted this cheapens what an emergency is. He noted the County had said they would build pallet houses, and the other discussions were low-interest rates, etc. He noted that is part of the reason of the housing crisis, none of those are going to get fixed. The problem has been going on for as long as 40 – 50 years; nothing has been fixed, and it has gotten worse. He noted as to the reclass, the government has a coercive monopoly, noting they had no rational price for them being worth 37% more.

Jonathan Noel/Resident commented on CA. 3, noting that when he worked a trade, everything was negotiated. He noted that all should be negotiated and the cost of living increases. He noted he is aware of individuals who are not pleased with the way things are going with contracts.

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 Change of the Administrative Analyst I/II Position to Administrative Technician in the Human Resources Division of the Administration Department; Effective Immediately

CA3. **Administration**

Approve Two (2) Re-classifications in the Clerk of the Board Department of a Deputy Clerk of the Board - I Allocation to an Administrative Technician and a Deputy Clerk of the Board - II Allocation to an Administrative Analyst I/II; Rescind the Deputy Clerk of the Board - I/II, Effective September 1, 2025

CA4. **Building**

Approve First Amendment to the Agreement with CSG Consultants Increasing the Amount by $150,000 for a New Amount Not to Exceed $220,000 for a Wide Range of Contingent Staffing; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **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

CA6. **Fire**

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the Sierra Nevada Conservancy Wildfire and Forest Resilience Grant for the Stumpfield Fuel Break Maintenance Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA7. **Health and Human Services Agency**

Adopt a Resolution of Intention to Authorize the Application to and Participation in the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2; and Authorize the Board Chair to Sign the Resolution

CA8. **Health and Human Services Agency**

Approve an Agreement with the California Mental Health Services Authority (CalMHSA) in an Amount Not to Exceed $1,402 for State Hospital Program Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with the California Department of State Hospitals and the California Mental Health Services Authority for County Use of State Hospital Beds; and Authorize the Board of Supervisors Chair to Sign the MOU

CA10. **Sheriff's Office**

Approve the Agreement with the Bureau of Land Management (BLM) for the Lease of Office Space and Dispatch Services at the Mariposa County Sheriff's Office; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Amendments or Contract Extensions (Subject to Approval as to Legal Form by County Counsel)

CA11. **Sheriff's Office**

Approve Budget Action Increasing Revenue and Appropriations in the Sheriff's Office Budget for California Peace Officer and Standards and Training (POST) Academy Reimbursements ($58,400)

CA12. **Air Pollution Control District (APCD)**

Ratify the Acceptance of the Grant Agreement for G24-CAPP-14 from the California Air Resources Board in an Amount Not to Exceed $29,335.15 to Continue the Community Air Protection Program for Ongoing Implementation of Assembly Bill 617 Signed by the Acting Air Pollution Control Officer on June 25, 2025; Expend the Funds in Accordance with the Grant Agreement Requirements; and Approve Budget Action Recognizing the Grant Revenue ($29,335.15) (4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Walter Wall/District Attorney (DA) noted that when he went back to the DA's Office, they had a team meeting. He then noted that an office that traditionally has fifteen employees is now down to seven. He

noted his investigators have been answering phones, and he and his one Deputy DA are carrying the entire case load. He noted they discussed what they were about and they developed a mission statement, which he handed to the Clerk of the Board, who passed copies out to the Board. He then read the mission statement. He ended his comment, noting he is proud to be the District Attorney, and stated he has an open-door policy.

Jeremy Briese/Sheriff gave a shutout to the Sheriff's Office and California Highway Patrol. He noted they received a call for service for two missing/possibly abducted children. He noted through that investigation at 9:16 AM, the boys were located. He thanked the teams, volunteers, and others, noting that timing is critical in their line of work. He reminded the Board and public that on September 11th, they will be hosting a function at 10 AM in the Arts Park to honor all of our first responders and emergency responders. He noted that all are welcome. He noted that last year, Joe Lynch/County Administrative Officer, made a guest appearance as he was in New York during 9/11. He then noted he did not have a time for the North County 9/11 function just yet.

Joe Lynch/County Administrative Officer, noted they had a Department Head meeting yesterday, and kudos were given to the fire. He stated that we had lightning storms; generally, the Sheriff's Office gets there first. He noted the Office of Emergency Services (OES) notified everyone. He noted at the same time Cal Fire was responding, everyone was picking a spot. He noted Unit Chief Trinidade was out on the fire; everything happened seamlessly. He then switched topics and noted that government creep is occurring, noting that our budget is not sustainable at its current size. He said in 2016/2017, there was a job classification plan.

Jacob Hawley/Visitors Center noted visitation is down by a few thousand. He noted they are seeing more day use and not seeing any leveling. He stated in 2021, when they started coming out of COVID, he noted former Health Officer Dr. Sergienko talked about world travel. He noted they are seeing that now, there aren't as many world travelers. He stated they are seeing more local travelers, which is affecting them a lot more.

Kari Kisela/Chamber thanked everyone for coming out to the Friends of the Library Ribbon Cutting ceremony. She noted it was nice to see the community come together for the new Board members. She then noted on September 20th, there would be an event at Happy Burger for the Special Olympics teams. She then noted there would be a study meeting at the Arts Park at 5:30 PM, if individuals are interested in the Parking Study.

MaryAnn Huff/Coulterville Visitors Center, the Coyote Fest noted that the North County Visitors Center really relies on Jonathan and his team, noting how different North County is. She noted the fires did a number on Yosemite, but they have seen an uptick of visitors in Coulterville. She noted they have seen a lot of individuals from the Bay Area and Los Angeles.

G. Public Comment on Non-Agenda Items

Public comment was received by Jeanne Ann Pine/Master Gardener, who gave an update, noting they had a new class that would begin in January. She then noted they were doing a workshop on October 25th at McKay Hall on companion gardening. She also noted that there is now a seed library at the Library. She noted they had spent a lot of time getting that together. She stated that an individual could donate seeds. She then noted they have seen a bit of traffic. She updated the Board on produce deliveries, noting they pick up on Tuesdays, Fridays, and Wednesdays. She noted they are over 1000 pounds of produce which had been distributed.

Daniel Wilson/Resident gave a huge shout-out to people on the Dias who shook his hand and said hello, as well as provided stories. He then noted what good was having codes if they were not going to be followed.

He noted that the County is going to pass new codes, and he asked that there be consistency so there aren't workarounds that cause disparity and lack of leadership. He noted they had voted for codes they had not been following. He noted the County needed to pick a year and "grandmother" those things in. He suggested they create a review committee that looks at each disparity. He noted that the workload would be heavy for the first five years. He noted the Board of Supervisors needed to model and lead by example.

Mike Brusa noted he moved to the Mariposa area in October of 2020 and then discussed coercive monopolies, John Locke, and how wrong government powers are. He then brought up Jerry Cox and expressed how he felt about the situation, noting he felt the County violated his property rights.

Marvin Wells/Resident asked if there would be a meeting on Veterans Day (to which the Clerk of the Board shook her head no), He noted stated he was drafted out of high school and he was the only one who returned from the war out of his classmates. He then requested the board bring back their moment of silence, wondering why it had been eliminated.

H. Board Recognitions

1. **Board of Supervisors**

Proclaim September 9th, 2025, as California's 175th Birthday (Supervisor Kiser)

Chair Smallcombe introduced the item.

Public comment was received by ?/Mariposa Parlor and Karen Validade (?)/Daughter of the Golden West, who noted they wanted to promote and preserve California history. They said to commemorate today, the Mariposa Parlor 63 put up 10 California flags in our downtown. They thanked the board for letting the Parlor proclaim the importance of California statehood. They noted they have completed an exhibit at the museum. They then gave a "birthday present" to each Board member.

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

Chair Smallcombe moved to the floor where she read and presented the proclamation.

Recess Board of Supervisors

10:21 AM Chair Smallcombe recessed the Board of Supervisors meeting, and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

10:22 AM Chair Toso called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Receive a Presentation on the Vehicle Miles Traveled (VMT) Policy

Jeannie Morvay-Clayton/Transportation Planner, gave the staff report and introduced Sonya and Jonathan from Fehr Peers, who gave a PowerPoint presentation.

Public comment was received by Mike Brusa, who discussed employee positions, noting things coming down from the State. He said the County has founding stuff on the walls in the Chambers and noted eventually people need to start saying no. He noted the American Revolution began because of taxation. He then discussed Stalin and collectivized farmland. He noted this stuff was nonsense and we needed to have a backbone. He needed nothing but rejected this stuff.

Steve Engfer/Planning Director, noted he appreciated all the projects coming in. He noted that with the law change, if the project is subject to CEQA, they needed to do this. He noted this would help create a clear, easy-to-understand menu.
Board discussion ensued.

RESULT: PRESENTATION HELD

Adjourn LTC

11:15 AM Chair Toso adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:15 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Board of Supervisors**

Receive a Presentation on a Historical Perspective of Population, Tax Revenue, and Employees (Supervisor Poe)

Supervisor Poe gave the staff the report and the PowerPoint presentation.

Public comment was received by Mike Brusa, who brought up Thomas Sole. He noted that most of this is socialist. He stated there is a monopoly, so there isn't anything to compare it to. He noted employee interest doesn't match the interest of the Taxpayer, and the Taxpayer doesn't have a choice.

Mike Ahmadi(?)/Resident noted it seems to him that one of the important things to look at is that we cannot look at TOT. He noted he is aware it comes in but it is not consistent. He then discussed job descriptions and

looking at inefficiencies. He acknowledged that it is unstable and that we would need to eliminate jobs and services. He noted this needed to be looked at seriously.

Discussion ensued between the Board and CAO Lynch.

Public comment was re-opened, and comments were received by Jonathan Noel/Resident who noted that growth was stagnating, there was no place for employees to live. He noted we needed to focus on development.

Mike Ahmadi thanked Mr. Lynch for explaining that she would like to see some sort of progress report on what is being done to cut costs and increase growth.

Mr. Noel stood up and noted that the funding Public Works receives hasn't increased. He noted we needed to increase the road portion.

Further Board discussion ensued.

RESULT: PRESENTATION HELD

K. Board Information

Information received.

L. Closed Session

Chair Smallcombe read the closed session item. No public comment was received.

12:19 PM Chair Smallcombe recessed the Board into closed session, and noted it would begin at 1:00 PM.

1. **Administration**

   CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Service Employees International Union (SEIU) and Mariposa County Managerial and Confidential Organization (MCMCO)

RESULT: CLOSED SESSION HELD

Report Out

Malena Palmer/Deputy Clerk stepped in for Danielle Bondshu to report out of closed session.

1:38 PM Chair Smallcombe reported that during closed session, information was received and direction was given.

M. Adjournment

1:40 PM Chair adjourned in memory of James Suggs, Randy Rains, and Helga Tomerland.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-360

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

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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 2025-361

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Change of the Administrative Analyst I/II Position to Administrative Technician in the Human Resources Division of the Administration Department; Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Change of the Administrative Analyst I/II Position to Administrative Technician in the Human Resources Division of the Administration Department; Effective Immediately.

Changing this position to a lower level will help Mariposa County hire a difficult-to-fill role more quickly and allow for promotion from within the County. By giving current employees the chance to grow into the Human Resources Administrative Analyst position, the County can build on the skills and experience of staff who have institutional knowledge. This approach is intended to support employee development, improve retention, and help ensure the Human Resources team continues to run smoothly—both now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is typical of the Board to review and approve allocation changes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

None

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 2025-362

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Two (2) Re-classifications in the Clerk of the Board Department of a Deputy Clerk of the Board - I Allocation to an Administrative Technician and a Deputy Clerk of the Board - II Allocation to an Administrative Analyst I/II; Rescind the Deputy Clerk of the Board - I/II, Effective September 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve Two (2) Re-classifications in the Clerk of the Board Department of a Deputy Clerk of the Board - I Allocation to an Administrative Technician and a Deputy Clerk of the Board - II Allocation to an Administrative Analyst I/II; Rescind the Deputy Clerk of the Board - I/II, Effective September 1, 2025.

The reclassification process involves documenting and analyzing the responsibilities, duties, knowledge, skills, and abilities associated with a position to determine if the core functions of the position are suitable for the classification. In this case, one of the requests was a reclassification determination, and the second request was a determination of eligibility for promotion qualifications, which also resulted in a reclassification. The following are the current position allocations and the allocation after reclassification, along with their respective salary ranges.

- Deputy Clerk of the Board - I ($47,101.60 to $57,256.16) to Administrative Technician ($64,581.92 to 78,505.44)
- Deputy Clerk of the Board -II ($54,121.60 to $65,790.40) to Administrative Analyst I/II ($67,830.88 to $92,651.52)

As a result of the changes listed above, the financial impact of the recommended re-classifications for the remainder of this fiscal year (FY 25/26), which includes total (including benefits and payroll taxes) marginal salary differences of approximately $34,186.88.

Attached is the redacted position description questionnaire and the determination letter showing the analysis of the position's current duties and the determination of the most appropriate classification. Both individuals are qualified for the recommended allocation changes based on a full analysis of the incumbent's past and current employment history and education.

Lastly, this agenda item requests that the Deputy Clerk of the Board - I/II classification be rescinded, as it will no longer be used.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Position re-classification may occur on an annual cycle, typically before the fiscal year and occasionally as necessary. In addition, recommendations for re-classifications have also occurred as suggested findings from organization or salary surveys.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

Balancing adjustments will be performed to cover the reclassification salary differences.

ATTACHMENTS

1. Determination of PDQ_DeputyClerkOfTheBoard - Redacted_Signed

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
Joe Lynch
County Administrative Officer

4988 Bullion Street, Suite B
P.O. Box 1917
Mariposa, CA 95338
(209) 742-1379
jlynch@mariposacounty.org

TO: Danielle Bondshu, Clerk of the Board
FROM: Chris Ferbrache, Senior Administrative Analyst, Human Resources
DATE: August 27, 2025
SUBJECT: Deputy Clerk of the Board Reclassification Determination

Executive Summary

Purpose: This report aims to assess whether the responsibilities of the Deputy Clerk of the Board I/II incumbents align with the established classification. Additionally, it will evaluate the availability of alternative classifications that may offer benefits compared to a possible revision of the Deputy Clerk of the Board I/II classification.

Methods: The analysis focused on comparing essential functions, minimum qualifications, salary, and job characteristics. Information from the Position Description Questionnaire was also used. The Deputy Clerk of the Board I/II was compared with the Office Technician, Executive Assistant, and Administrative Technician and Administrative Analyst I/II to explore alternative classifications for these roles.

Findings:

1. The Deputy Clerk of the Board positions, as specified in the Position Description Questionnaire, involve duties that can be classified as both clerical and technical. Currently, the classification primarily emphasizes clerical responsibilities.
2. A comparison of experience level and salary between the Deputy Clerk of the Board I/II positions and similar internal classifications shows that Deputy Clerks require a higher level of experience while receiving a lower salary.
3. Opportunities for promotion and transfer for Deputy Clerks are fewer compared to comparable classifications.
4. The Administrative Technician classification closely aligns with the Deputy Clerk of the Board I role. The Administrative Analyst position serves as an appropriate alternative for the Deputy Clerk of the Board II role, particularly when considering the updated duties specified in the Position Description Questionnaire.

The analysis indicates significant drawbacks to the Deputy Clerk of the Board I/II classification, while alternative classifications could offer significant benefits for the department and retention of the incumbents.

Recommendations:[1]

The recommendation of this analysis is to reclassify Ms. [redacted], currently at the Deputy Clerk of the Board-I, Step-1 $47,101.60, to an Administrative Technician, Step-1 at $64,581.920 annually, in addition to reclassifying Ms. [redacted] from the current Deputy Clerk of the Board-II, Step-3 at $59,671.040 to Administrative Analyst, Step 1 at $67,830.880 annually.

[1] *Only if Ord. 1107 Sec. II (10/7/2014) applies to non-Deputy Clerk of the Board classifications.*

Introduction

This Position Description Questionnaire ("PDQ") review was requested by the Clerk of the Board of Supervisors of Mariposa County, to review the Deputy Clerk of the Board-I/II ("Deputy Clerk") classification, specifically for the roles of [redacted], Deputy Clerk-II, and [redacted], Deputy Clerk - I[2]. The information provided in the PDQ, as well as information obtained from follow-up questions, was analyzed and compared to the classifications of Office Technician, Executive Assistant, and Administrative Technician and Administrative Analyst. Factors considered included the similarities of duties, knowledge, skills, and abilities, as well as the departmental needs. The objective was to determine whether there are suitable alternative classifications vs. revising the current classification. Given that the Deputy Clerk position has two (2) incumbents at different levels, considerations also included the overall workforce structure within the Department.

Analysis and Comparisons

The core function of the Deputy Clerk I/II is to serve, assist, and process various reports, contracts, and agendas, and to assist in the overall procedural adherence and legal consistency in Mariposa County. The role is confidential, specialized, and provides essential support to the Board of Supervisors. While the Deputy Clerk I/II position originally was considered clerical, a more accurate description is technical/administrative, which is supported by the accompanying PDQ. These duties involve functioning as County archivists, management of the County website, CivicClerk, CivicPlus, and NextRequests, in addition to financial budget responsibilities as mentioned in the PDQ.

The first option, of revising the Deputy Clerk I/II classification, is possible but has many drawbacks. When comparing the Deputy Clerk I/II to classifications with similar characteristics and duties, it's clear that the minimum qualifications of the Deputy Clerks are higher than those of their counterparts, while each level of the Deputy Clerk's salary lags, see Appendix. This finding is likely due to a combination of factors, one of which is that the Deputy Clerk does not receive an indirect increase to prevent wage compaction from lower-level classifications. Moreover, while it's possible to update the classification and salary to account for the increased technical/administrative duties, a tendency will persist for compensation analysts to compare the Deputy Clerk I/II classification to other county clerk classifications who perform primarily clerical duties, or appear to do so. As a result, internal salary parity progress is expected to backslide, i.e., decrease, over time.

Second, due to the Deputy Clerk I/II classification being a specialty classification, the Deputy Clerks do not have predefined promotion pathways.[3] The absence of promotional pathways that value institutional knowledge is a disadvantage for those seeking career advancement within the County. Accordingly, alternative classifications may be a better long-term solution.

Alternatives to the Deputy Clerk of the Board-I/II

Classifications first reviewed for an appropriate fit and similarity are the Office Technician and Executive Assistant, which were compared for the Deputy Clerk-I level. According to the classification, the Office Technician provides a variety of administrative services in support of the administrative, fiscal, and program areas of the assigned department. This role involves performing complex clerical support duties. While these classifications appear similar to the Deputy Clerk – I, the Office Technician, and Executive Assistant are a marginal fit, additional details will explain and not be selected due to the following classifications providing a better fit for the roles.

The next alternative for the Deputy Clerk-I is the Administrative Technician. This role functions in a technical and paraprofessional capacity, which requires greater knowledge and judgement beyond that of the clerical occupational group. The Administrative Technician is intended to provide support and

[2] *Throughout this analysis, the incumbents in both levels of the Deputy Clerk of the Board – I/II flex classification are addressed as if they are in independent yet related classifications, due to the need to consider separate alternative classifications for each level of the classification.*

[3] *Promotion pathways are often identified as minimal qualifications, which value "in-position experience" from a lower classification over non-County experience.*

information to act on and prepare, plan, and support other team members, processes, and functions. This classification also includes preparing reports for the Board of Supervisors, providing research, and compiling information for use at a later use. Listed below is a non-exhaustive list of *Administrative Technician* functions that make this classification an excellent match.

- Performs responsible, confidential work to support assigned department function(s) in support of department head or professional and/or managerial staff.
- Evaluates office and inter-departmental procedures and makes recommendations for modifications as necessary to maintain efficient and effective office operations.
- Oversees the proper maintenance of department records and files, including confidential employee records, in accordance with applicable laws, rules, and policies.
- Provides information and assistance to County staff, department heads, other agency personnel, and the public, requiring the use of judgment and the interpretation of policies, procedures, or rules; assists in coordinating activities with those of other departments and agencies as necessary.
- Assists in developing and implementing office objectives, policies, procedures, and work standards; maintains policy and procedure manuals.
- Performs general and confidential administrative duties as needed, including but not limited to composing and preparing correspondence, reports and Board of Supervisors agenda items, maintaining lists and logs, maintaining computer databases and files, conducting studies, researching and compiling information and data, and maintaining files; reviews/follows up on employee travel and training requests and reimbursements; etc
- Schedules appointments, meetings, work activities, and other functions as required; uses specialized software for scheduling.

Lastly, as a bridge classification between the clerical and technical classifications, the Administrative Technician enjoys a career ladder, as the next step would be the Administrative Analyst-I/II.

For the higher-level position, the Deputy Clerk-II, the Administrative Analyst -I/II is the most appropriate alternative option. The Administrative Analyst functions at the analyst/administrative level and provides administrative/managerial support to render decisions. A close inspection of the information provided in the PDQ, in addition to the classification, shows a high degree of similarity to many essential functions of the Administrative Analyst – I/II, listed below.

- Researches, compiles, and analyzes information from various sources; prepares reports and recommendations; makes presentations to upper management and the Board of Supervisors.
- Interprets, explains, and sometimes develops County policies and standards for management, members of the public.
- Performs a variety of administrative and analytical support functions for upper management or on a County-wide basis, including developing administrative policies and procedures and reviewing legislation at the federal/state/local levels.
- Directs and/or participates in the department budget process.
- May direct the work activities of assigned staff; prioritizes and coordinates work assignments and reviews work for accuracy.
- Conducts training needs assessment at an organizational level to obtain information to determine training programs/subjects needed for all levels of employees; develops and conducts workshops and training sessions on a variety of topics.
- Participates in a variety of committees, commissions, and boards; prepares and presents staff reports and other necessary correspondence.

The functions listed above from the Administrative Analyst I/II are similar to those of the Deputy Clerk-II's duties. These duties include such as, archiving and indexing records, managing Public Records Act requests, maintaining and administering the County website, including oversight to assure accessibility as

required by Federal Section 508 and Web Content Accessibility Guidelines (WCAG) standards, to name a few. Furthermore, the Deputy Clerk-II position includes new responsibilities as specified in the PDQ, which include accounting and financial management responsibilities for the Board of Supervisors. These responsibilities are all performed while adhering to strict requirements such as the Ralph M. Brown Act (GC 54950 et seq.), Maddy Act (GC 54970), and the aforementioned Public Records Act (GC 6250-6270).

Deputy duties as defined by County Ordinance
The final factor to consider is that the positions of Administrative Technician and Administrative Analyst - I/II are well-suited for the authority and responsibility of the Clerk of the Board in the Clerk's absence.

> *"The clerk of the board of supervisors shall have the authority to appoint an individual to serve on his or her behalf and to perform his or her duties in the absence of the clerk of the board of supervisors."*(*Mariposa County Ord. 1107 Sec. II.*)

Recommendations
Considering the prior analysis, the present recommendation is to utilize the Administrative Technician and Administrative Analyst-I/II as replacements for the Deputy Clerk I and II levels, respectively.

Deputy Clerk of the Board-I	→	Administrative Technician
Deputy Clerk of the Board-II	→	Administrative Analyst

The recommendation of this analysis is to reclassify Ms. [redacted], currently at the Deputy Clerk of the Board-I, Step-1 $47,101.60, to an Administrative Technician, Step-1 at $64,581.92 annually, in addition to reclassifying Ms. [redacted] from the current Deputy Clerk of the Board-II, Step 3 at $59,671.04 to Administrative Analyst, Step-1 at $67,830.88 annually.

Conclusion
Given the findings above, I recommend adopting the previously specified reclassifications as a replacement for the Deputy Clerk of the Board I/II classification.

Sincerely,

chris ferbrache

Chris Ferbrache
Senior Administrative Analyst, Human Resources

Enclosed:
- Administrative Analyst classification
- Administrative Technician classification
- Deputy Clerk of the Board – I/II classification
- Position Description Questionnaire for the Deputy Clerk of the Board - Redacted

Appendix

This appendix outlines the similarities and differences between the Deputy Clerk of the Board I/II minimum qualifications and similar classifications. PDQ information was not considered for this comparison.

Minimum Qualifications and Salary Internal Comparison – Deputy Clerk of the Board I/II				
	Deputy Clerk of the Board-I/II	**Office Technician**	**Executive Assistant**	**Administrative Technician**
Minimum Qualifications	*Summarized: Deputy Clerk of the Board -I* Four (4) years of ADVANCED secretarial or clerical administrative experience. High school diploma or GED *Summarized: Deputy Clerk of the Board -II* Equivalent to eight (8) years of ADVANCED clerical experience. *(Four (4) years to become a Deputy Clerk – I and Four (4) years as a Deputy Clerk – I = Eight (8) Years.)* High school diploma or GED	*Summarized:* Four (4) years of increasingly responsible secretarial or GENERAL clerical administrative experience. High school diploma or GED	Summarized: Equivalent to six (6) years total. Three (3) years of ADVANCED clerical and three (3) years of GENERAL clerical experience. High school diploma or GED	*EITHER* Experience: Current status as a permanent Mariposa County employee and at least three years in an advanced clerical Mariposa County classification. *OR* Education: Completion of 30 semester units of college-level coursework in public or business administration or a closely related field. Experience: Four years of increasingly responsible administrative, business or technical experience, including frequent use of a personal computer and word processing and spreadsheet software. Substitution: One additional year of experience can be substituted for the 30 semester units of college-level coursework. *Summarized:* Three (3) years of ADVANCED clerical experience. High school diploma or GED and 30 units, depending on the minimum qualifications option selected.
Minimum Salary	**Deputy Clerk of the Board – I $47,101.60** **Deputy Clerk of the Board – II $54,121.60**	**$53,460.16**	**$63,096.80**	**$64,581.92**

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MARIPOSA COUNTY
POSITION DESCRIPTION
QUESTIONNAIRE

For Filled Positions Only

Name: [redacted]	**Work Phone Number:** 209-966-3222
Current Classification Title: Deputy Clerk of the Board	**Department:** Clerk of the Board **Division:** N/A
Position Number: N/A	**Work Address:** 5100 Bullion Street
Hours/Week or Percentage of Time: 40	**Supervisor's Name and Title:** Danielle Bondshu/ Clerk of the Board
Regular Days of Week Worked: 5	**Regular Start and End Times of Work Day:** 8:00 AM – 5:00 PM

EMPLOYEE'S STATEMENT

JOB SUMMARY

1. In three to five sentences, briefly describe the **major** purpose(s) and/or function(s) of your job.

   For example:

   One of the main purposes of the position is to review civil engineering plans for commercial development. Another is to generate plans for capital improvement, which includes survey work, engineering design, plan drafting and costing.

One major function of the Deputy Board Clerk includes processing actions taken by the Board of Supervisors including creating resolutions, processing contracts, and letters of support, accomplished by corresponding with outside entities and maintaining various reports, records, correspondence, and other documents. In addition to processing Board Action, the Deputy Clerk's process agreements for County Departments and the County Administrative Office, ensuring both policy and legality are maintained. Another role is in the creation of the Agenda by gathering agreements for approval, editing staff reports and distributing the material to the right bodies. The Deputy Clerks are also webmasters, meaning IT and other organizations do not manage the functions of the website but instead, we work in conjunction with County Counsel to ensure ADA compliance and County Policy are met. Trainings for CivicClerk, CivicPlus website management, and NextRequest are administered by the Deputy Clerks of the Board to ensure all County Staff have the functions available to legally navigate their roles and duties.

ESSENTIAL FUNCTIONS: DUTIES AND RESPONSIBILITIES

2. The information you provide on the next page is the most important part of this questionnaire! Briefly and accurately number and describe your essential job functions in terms that anyone reviewing this form will be able to understand. Avoid abbreviated, vague, or abstract words, such as "assists," "handles," "keeps," or "prepares," unless you describe how you assist, what you prepare, etc. Be specific.

   For example:

DO THIS!

- Receives, opens, time stamps, and distributes incoming mail
- Calculates, verifies, and posts billing amounts
- Maintains accurate records on the flow of input information, output records, machine operations, operator assignments, and staff time

DON'T DO THIS

- Assists in handling mail
- Prepares final billings
- Keeps records

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ESSENTIAL JOB FUNCTIONS

List the essential job functions you perform in order of their importance. Typically, about 8 to 10 essential job functions describe the important job functions. If you need more space, attach additional pages.

FREQUENCY Provide the approximate percent of time you spend on each essential duty. The total of all percentages should not be more than 100 percent.

IMPORTANCE **1 = MINOR** **2 = AVERAGE** **3 = CRITICAL**

	Essential Functions	Frequency (% of time)	Importance
2.1	To provide specialized clerical duties that assist the Board of Supervisors, County Departments and local citizens. This includes preparing and assisting in the writing of County Ordinances and Policy.	5	Average
2.2	To process and route agreements from Department Heads and the County CAO through communication with County Counsel, County Departments the Administrative Office and the Auditor's Office.	22.5	Critical
2.3	Following Board Actions the Deputy Board Clerk prepares, distributes, indexes, files and archives resolutions, proclamation certificates, agreements for County Departments, Administration, and outside agencies.	22.5	Critical
2.4	In the absence of the Clerk of the Board, Deputies clerk Board of Supervisor Meetings, take action summary minutes, ensure meetings follow correct protocols, prepare staff reports for items coming from the Clerk of the Board's Office and the Board of Supervisors and prepare minute orders and other mandated duties as required. They also have the authority to act in the capacity of the Clerk of the Board if she is not available. This includes signing in place of the Clerk county contracts, resolutions, ordinances, etc.	7.5	Critical
2.5	Manage committees and other special projects as requested from the Board of Supervisors, Administration, and various Department Heads.	5	Average
2.6	Prepare Agenda items on CivicClerk, assist other County Departments in the preparation of their own items, and assure all associated documents needed for the Board items are attached before they arrive at County Counsel for approval.	10	Average
2.7	Prepares and edits the Draft Agenda, and in turn the Finalized Agenda, to be dispersed to County Counsel, the Board of Supervisors and the Public for review prior to the Board meeting.	15	Critical
2.8	Processes public records requests through NextRequest and claims against the County in a timely and efficient manner. Compiles records requests from physical and digital recordings to be delivered following legal and County Policy requirements. Prepares the letter to the claimant and distributes the claim to County Counsel, and the county's claim representative.	5	Average
2.9	Creates pages, manages links, and makes edits as necessary or requested by departments to the County Website using the specialized software, CivicPlus.	5	Average

3. **Special tasks or other important duties:** List other tasks/duties not listed in Section 2 you perform occasionally as part of your job. If you need more space, attach additional pages.

	Task / Duty	Frequency	List Estimated Time Spent in Hours/Week or Days/Month
3.1	Receives, time stamps and distributes mail	.5	45 Min/Week

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3.2	Receives and screens office visitors and telephone calls.	1	1 Hour/Week
3.3	Schedules Board Members' individual meetings and assists in managing their daily calendar.	.5	30 Min/Week
3.4	Prepares memorials and proclamations for presentation at the Board meetings.	.5	45 Min/Week

4. **Tasks/duties added to the job in the last year:** List the task/duty number from Sections 2 and/or 3.

2.1	2.5	2.8				

IMPACT AND SCOPE

5. **List services and/or any work products directly generated as a result of the tasks and duties you perform** (e.g., policies, guidelines, budgets, reports, letters, memos, computer-generated printouts, profit and loss statements, etc.). List the receiver of each of these services/work products.

Services/Work Product(s)	Receiver(s)
Agreements/Contracts with Vendors	**Associated County Departments and the Auditor's Office**
Board of Supervisors Meetings and Agenda	**The Public, Staff, CAO, County Counsel and Board of Supervisors**
CivicPlus County Website	**The Public, Staff, CAO, County Counsel and Board of Supervisors**

6. **Internal contacts:** List persons within the organization, other than your direct supervisor and any direct subordinates, with whom you have regular contact while performing the duties of your position. Briefly describe the purpose for these contacts and the frequency of their occurrence.

Contact	Purpose	Frequency
Deputy Directors, Executive Assistants, Senior Admin Analysts etc.	**Altering agreements to ensure County Policy and legal requirements are being met.**	**Daily**
The Auditor and Auditor's Office	**To file agreements to ensure payments are made and are accurate.**	**Daily**
Board of Supervisors	**To assist in public relations between the County, the Public, and Board Members. Conduct research projects and carry out other Board Direction.**	**Daily**

7. **External contacts:** List any contacts you regularly make with persons who are external to the organization while performing the duties of your position. Describe the purpose of those contacts and the frequency of their occurrence.

Contact	Purpose	Frequency
Other Clerks of Board	**To complete inter county Memorandums of Understanding etc.**	**Monthly**
County Partners	**To prepare items being brought to the Board and to supply the Public with information.**	**Monthly**

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8. **Authority:** What level of authority does your position have to ensure compliance with laws, codes and standards?
For example:
   - I can halt construction work if I find it out of compliance with standards.
   - I issue warnings to residents. After two warnings, I initiate legal action by…
   - I arrest individuals breaking the law.

-Halt the processing of an agreement if the guidelines from the Signature Authority and/or Purchasing Policy are not followed.
-Remove items from a Board Agenda if guidelines for that item have not been met by deadlines.
-Decline staff access to CivicClerk and the CivicPlus website if they have not completed training.
-Ensure committees and Board Members are complying with law, codes, and policy.

What corrective action do you take if there's noncompliance or substandard conditions are detected? What options do you have?

Begin by working with the department in which that agreement was created from, instructing them on how to correct the issues found before forwarding the agreement to County Counsel for final approval. Relay guidelines from the Signature Authority and Purchasing Policies to show appropriate methods on routing a contract for signatures as well as the guidelines for items on the Board of Supervisors Agenda. Remove staff accounts from software and attempt to schedule training with staff and/or Department Heads. Advise departments that manage committees on the Brown Act and Maddy Act as well as the County Committee Policy.

9. **Budget:** Do you have any duties and responsibilities in the organization budget process (e.g., plan, model, prepare, review, monitor, approve, etc.)?

☒ **YES** ☐ **NO**

If yes, describe your duties and responsibilities below:

When paying invoices, placing orders and reviewing interoffice agreements we are to monitor the position of the budget to ensure we are aligning with the fiscal year-end goals of our Clerk of the Board's Office which includes managing the Board of Supervisors budget. We are also involved in the strategic planning of the budget watching areas of spending to cut and prioritizing which special projects get funded each fiscal year.

SUPERVISION / DIRECTION

10. **Supervision/Direction received:** Please select **one** of the following type and amount of supervision that best describes the type and amount of supervision that your position receives.

- ☐ My supervisor frequently checks my job activities.
- ☐ I work alone on routine or regular work assignments and check with my supervisor on non-routine assignments or when in doubt as to the correct procedures to follow.
- ☒ I receive occasional supervision while working toward a definite objective that requires use of a wide range of procedures. I plan, and/or determine specific procedures or equipment required to meet assigned objectives, and I solve non-routine problems. I refer only unusual matters to my supervisor.
- ☐ I work from broad policies and towards general objectives. I refer specific matters to superior(s) only when interpretation or clarification of organizational policies is necessary.
- ☐ I work from general directives or broadly defined missions of the organization.

From whom do you receive work assignments?

Danielle Bondshu	Clerk of the Board
Name	Title
Supervisors	Board of Supervisors
Name	Title

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How is your work checked in order to discover/eliminate errors?

Most of our work goes unchecked with the exception of, as mentioned above, unusual matters. Our office does ensure our fellow employees are always ccd in emails, which allows the Clerk of the Board to randomly audit.

11. **Supervision/direction given:** Do you directly supervise employees (formal authority to hire, fire, assign, and evaluate)?

☒ **YES** ☐ **NO**

Indicate the total number of employees supervised directly: 1 and indirectly: 1

12. **Supervision/direction given:** Do you perform "Lead" duties (formal authority to assign, review, and schedule?

☒ **YES** ☐ **NO**

13. *If you answered "no" to both Question #11 and #12, then you can skip to Question #15. If you answered "yes" to either question, then answer this and the next question.* List the employees you directly supervise or lead (include name, classification and status). If you supervise or lead more than ten employees, you may list only the job titles and number of people supervised:

STATUS **FTE = Full-time employee**

PT = Part-time/Intermittent employee

TEMP = Temporary or Contract employee

Name	Job Title	FTE	PT/TEMP
Hanna Hansen	College Intern	☐	☒
Various employees designated to administer committees.	Executive Assistant, Deputy Director, Office Technician etc.	☒	☐
Various employees designated to create and submit agreements.	Deputy Director, Senior Staff Services Analyst, Executive Assistant etc.	☒	☐
		☐	☐
		☐	☐

14. **What type of supervision/lead do you provide?** Please select all of the supervisory/lead duties you perform, the level of your authority, and indicate whether you perform this activity for employees, non-employees (e.g. volunteers), or both.

Duty	No Authority	Recommend	With Prior Approval	On Own Authority	Employee or Non-Employee
Train others	☐	☐	☒	☐	Employee
Hire employees	☐	☒	☐	☐	Employee
Plan and/or schedule work for others **on specific projects**	☐	☐	☒	☐	Employee
Plan and/or schedule work for others **on a daily basis**	☐	☒	☐	☐	Employee
Assign or delegate work to others **on specific**	☐	☐	☒	☐	Employee

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projects					
Assign or delegate work to others **on a daily basis**	☐	☒	☐	☐	Employee
Monitor work of others on specific projects or on a daily basis (please specify)	☐	☐	☐	☒	Employee
Establish rules, procedures, and/or standards	☐	☐	☒	☐	Employee
Approve overtime and/or leave	☐	☐	☐	☒	Employee
Evaluate performance	☐	☒	☐	☐	Employee
Take corrective action	☐	☒	☐	☐	Employee
Resolve complaints and/or grievances	☐	☐	☒	☐	Employee
Reporting to Administration and Supervisors	☐	☐	☐	☒	Employee

PLANNING/DECISION MAKING

15. If you develop or assist in developing policies or procedures for your functional area, or the organization as a whole, describe this activity below:

We are to evaluate office and inter-departmental procedures and policies. When needed, this position will create recommendations and/or modifications to procedures already in place to maintain efficient and effective county operations. This position is not only to implement policies and procedures but maintain policy and procedure manuals. This position aids and informs County Staff, Department Heads, other Agency Personnel and the public requiring use of judgement and the interpretation of countywide policies, procedures or rules as necessary. The Deputy Clerks of the Board will also assist in writing policies and ordinances for countywide use, like in the ongoing project of the Records Retention Policy and the writing of the Strong CAO Ordinance.

List any formal guidelines, standards, regulations, etc. within which your job must be performed. Are there conflicting guidelines? How do you resolve such conflicts? Do guidelines change frequently? Please give an example.

Signature Authority, Purchasing, Committee and other policies as well as ordinances, the Brown Act, the Maddy Act, and the Clerk of the Board Mandates are all guidelines our office must follow and enforce. There are scenarios when the Signature Authority and/or Purchasing Policy do not align, most often in contracts with the Public Works Department. In these scenarios, the Deputy Clerks work with Department Heads and County Counsel to ensure legality and efficiency. Guidelines do not change frequently, but when they do, the Clerk of the Board's Office plays a major role in the changeover, making the Deputy's extremely adaptable in any case.

16. Describe the kinds of decisions or problems that occur on a regular basis that you:

a. Approve or resolve on your own:

Incorrectly filled out agreements such as departments unsure which County authority should sign.
Non-compliance with Brown Act, Maddy Act, or County Policy between departments and committees.
Non-compliance with Agenda items and/or their attachments.

b. Refer upward to your supervisor or manager:

Continued general refusal to comply with directions made to departments on the matters listed above or failure to follow County Policy.

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KNOWLEDGE / SKILLS / ABILITIES

17. **Summarize the types of knowledge and abilities your job requires.** (For example, if you were recruiting to fill jobs identical to yours, what knowledge and abilities would you expect a job applicant to have to be competent on the first day on the job?)

a. Knowledge of:

To succeed in this role, candidates should have an in-depth understanding of the County's organizational structure, operations, and the various departments within the County. Familiarity with the policies and procedures specific to the Board of Supervisors, as well as the regulations governing local government operations, is critical. Candidates must also be knowledgeable about relevant federal, state, and local laws, including ordinances that regulate Board matters, public administration, and other County Departments. A working knowledge of the principles and practices of public administration and the legal requirements for filing, publishing, and processing Board documents is necessary for performing duties efficiently.

Proficiency in modern office practices, including record-keeping, filing systems, correspondence writing, and report preparation, is essential. Knowledge of using office equipment and software for tasks such as word processing, creating spreadsheets, generating presentations, and managing emails is a must. Familiarity with function-specific software, such as NextRequest, CivicPlus and CivicClerk, is important for handling day-to-day administrative tasks and supporting the needs of the Clerk of the Board. Additionally, candidates should possess expertise in the principles and procedures of recordkeeping and records management, including the ability to maintain secure, confidential files and ensure compliance with legal guidelines related to documentation and record retention.

A strong understanding of strategic communications, public relations techniques, and social media platforms, such as Facebook and Canva, will be beneficial in the role. As this position involves managing communications related to Board meetings, staff reports, and other public-facing documents, the ability to effectively use these tools will help ensure accurate and timely dissemination of information. Knowledge of business arithmetic is important for budgeting and managing office supplies, and familiarity with the principles and practices of program development and administration will be useful for assisting in policy formulation and evaluation of County programs.

b. Ability to:

Candidates must have the ability to organize tasks effectively, set priorities, and meet critical deadlines while managing multiple assignments with minimal supervision. The ability to work independently and exercise good judgment in performing administrative work is essential. This includes the capacity to analyze office administration situations, resolve issues, and ensure smooth operations within the Clerk of the Board's Office. Additionally, candidates must be able to follow complex procedures and maintain compliance with regulations while managing office supplies and equipment within established budgets. An organized approach to task management and an ability to work efficiently under pressure are crucial for success in this role.

Another key ability required is the capacity to understand and interpret policies and procedures from various County departments, applying them effectively to day-to-day tasks. Candidates must be able to direct and organize the work of assigned staff, when applicable, while ensuring alignment with County guidelines and regulations. An understanding of the broader organizational structure and how external agencies influence the work of the Board is essential for coordinating work across departments and agencies. Furthermore, the ability to evaluate and analyze policies and programs, identify potential issues or improvements, and implement solutions to support organizational goals is fundamental for success.

Effective communication, both orally and in writing, is a critical ability for this position. Candidates must be able to prepare clear, concise, and well-organized reports, correspondence, and staff documents. Additionally, they must be able to make presentations and interact with various stakeholders, including Board members, County officials and the public. Strong interpersonal skills are required to establish and maintain positive working relationships with diverse individuals. The ability to provide exemplary customer service, maintain confidentiality, and exercise discretion and judgment when handling sensitive matters is also essential in this role.

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18. **Education / work experience:** Describe any education and/or previous work experience required to perform your job. (For example, what type of background would you expect a successful job applicant to have?)

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

Experience and Education:
Deputy Clerk of the Board I
1. A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, human resources management, finance, planning, communications, or a closely related field and two years of increasingly responsible professional experience in economic development, grants programs, human resources, budget development, financial analysis, strategic communications and public relations or other professional field as may be needed in a local government environment.
-OR-
2. Four years of increasingly responsible professional experience in economic development, grants programs, human resources, budget development, financial analysis, strategic communications and public relations or other professional field as may be needed in a local government environment, and 60 semester units from an accredited college or university in public or business administration or a closely related field.

Deputy Clerk of the Board II
1. Two years of full-time experience as Depuy Clerk of the Board I with the County of Mariposa.
-OR-
2. A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, human resources management, finance, planning, communications, or a closely related field and four years of increasingly responsible professional experience in economic development, grants programs, human resources, budget development, financial analysis, strategic communications and public relations, or other professional field as may be needed in a local government environment.

19. **What licenses or certificates are required by your job?**

Does the job require a Driver's License? ☒ **YES** ☐ **NO**

If yes, what class (A, B, or C)? Class C

List any other licenses or certificates required by law or your employer to perform your job.

License or Certificate	Required by:	
	Law	Employer
Typing Proficiency Certificate	☐	☒
	☐	☐
	☐	☐

20. **Do any other employees perform duties identical to yours?** If so, list their names and titles.

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Employee	Title
[redacted]	**Deputy Clerk of the Board I**

PHYSICAL DEMANDS AND WORKING CONDITIONS

21. Indicate the types of machines, tools, or equipment you use on a regular basis and the frequency of use. **Select only one time category per machine.**

Type	Never 0 Hours (0%)	Occasional Up to 3 Hours (1% to 33%)	Frequent 3 – 6 Hours (34% - 66%)	Continuous 6 – 8 Hours (67% - 100%)
Computers	☐	☐	☐	☒
Office equipment (Copiers, fax machines, calculators, etc.)	☐	☒	☐	☐
Power tools	☒	☐	☐	☐
Hand tools	☒	☐	☐	☐
Other (please specify) Dymo and Postage machines	☐	☒	☐	☐
Other (please specify) Sound System	☐	☒	☐	☐

22. Please indicate the daily Lifting and Carrying requirements of the position. Indicate how frequently lifting objects of varying weight and what height these objects are lifted is required by the position. Indicate how frequently carrying objects of varying weight and what distance these objects are carried as required by the position. **Select only one time category per weight.**

	Lifting and Carrying				
	Never 0 hrs a day	Occasional Up to 3 hrs a day	Frequent 3 – 6 hrs a day	Continuously 6 - 8+ hrs a day	Height
0-10 lbs	☐	☒	☐	☐	Floor to waist
11-25 lbs	☐	☒	☐	☐	Floor to waist
26-50 lbs	☒	☐	☐	☐	Floor to waist
51-75 lbs	☒	☐	☐	☐	Floor to waist
76-100 lbs	☒	☐	☐	☐	Floor to waist
100+ lbs	☒	☐	☐	☐	Floor to waist

EMPLOYEE STATEMENT CONCLUSION

23. If there are other aspects of your job not covered in this questionnaire that are important in understanding your job content please describe below.

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In addition to the duties outlined in my job description, one of the critical aspects of my role involves overseeing the management of all agreements and official Board records for the County. This responsibility encompasses the vetting, processing, and tracking of various contracts, memorandums of understanding (MOUs), and other agreements that the County enters into. I am the point of contact for all inquiries related to these agreements, ensuring that all documents are in compliance with legal and procedural requirements. This aspect of my role requires a strong attention to detail, and the ability to manage complex documentation.

Another key responsibility is the coordination and management of county personnel training regarding the use of specialized software systems such as CivicClerk, CivicPlus, and NextRequest. By providing training on these platforms, I ensure that county staff are equipped with the knowledge and tools to efficiently manage and process Board Items, Public Records Act requests, and website editing related matters, contributing to the overall efficiency and transparency of the County's operations. This component of my job requires not only technical expertise but also strong communication and instructional skills to effectively educate staff members across departments.

Furthermore, I am involved in a variety of special projects and programs related to the County's functions. This includes working with County management, staff, and the community on projects that require gathering and analyzing data, developing options, and making recommendations. My role extends to providing professional support in various administrative and analytical tasks, such as strategic communications, policy writing, and budget development. These duties require a combination of organizational, analytical, and communication skills, as well as the ability to manage multiple complex projects simultaneously while ensuring alignment with the County's overall mission and objectives.

		209-966-3222	
Incumbent's Signature	Date	Work Phone #	
		Deputy Clerk of the Board II	
Name (Please print)		Title	

Thank you for your cooperation and time spent completing this questionnaire!

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IMMEDIATE SUPERVISOR'S STATEMENT

Review this employee's questionnaire carefully to see that it is accurate and complete. Then fill out Items 1-5 below. Do not fill in these items unless you supervise the employee directly.

Your certification below means that you accept responsibility for the accuracy and completeness with which the entire questionnaire describes the duties and responsibility of the job. If the Employee's Statement does not express your view of the duties, responsibilities and essential functions that you have assigned the employee, please clarify or elaborate below. Please allow your employees to review your responses if they request to see them.

There are two essential cautions you should observe:

- Under no circumstances should you change or alter the employee's entries in Employee's Statement.
- Do not make any statements or comments about the employee's work performance, competence or qualifications. This questionnaire will be used to evaluate the duties that constitute the **position**, not the performance or qualifications of the **employee**.

1. Does the description of the job as given by the employee accurately reflect the tasks, duties and responsibilities that are actually required of this position? If not, please clarify.

   Yes, there are a lot of little nuances to their position but this outlines it well.

2. Do you agree with the other information given by the employee? If not, please clarify.

   Yes, their role is a critical role in ensuring local laws, policies, state law etc. are being followed.

3. How long of an on-the-job learning program is typically required to reach a full-range level?

   To be fully unsupervised and to be comfortable with Local, State, and Federal laws, at least two years.

4. What additional information should be considered in evaluating the appropriate classification for this position?

   While there are other Counties who have deputy clerks, I am unaware of other clerks office that check and route all agreements to ensure policy is being followed, or manage county wide systems and train other employees on them.

   The only difference between Deanna and Malena, is Deanna will be taking on the financial side of our department, all invoices, budgets etc. However, the rest of the duties are all shared.

5. Is reorganization or other changes planned or taking place in your organization that will impact the content or level of this job?

   Yes, we may be adding another individual to fully manage all committees for the County.

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Supervisor's Signature	Date	Work Phone #
	4/17/2025 | 1:49 PM PDT	209-966-3222
Danielle Bondshu		Clerk of the Board
Name (Please print)		Title

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DEPARTMENT HEAD REVIEW

Do you agree with the other information given by the employee and/or immediate supervisor? If not, please clarify:

Yes, See above.

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Department Head's Signature	Date	Work Phone #
	4/17/2025 | 1:49 PM PDT	209-966-3222
Danielle Bondshu		Clerk of the Board
Name (Please print)		Title

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Mariposa, CA 95338
dbondshu@mariposacounty.org
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Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
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Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/17/2025 1:49:54 PM

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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.

CLERK OF THE BOARD

SUBJECT	DUTIES	REGULATION	CATEGORY	COMMENTS
1. Agendas of the Board	Scheduling, preparation, posting, distribution within legal timelines.	Ralph M. Brown Act GC 54950	Mandate	Other agendas where the COB is the Clerk of the agency.
2. Administrative Record	Regarding the Judicial review of any decision of a local agency the preparation of the record of proceedings by the local agency.	Code of Civil Procedure 1094.6	Mandate	As the official record keeper of the Board of Supervisors the Clerk of the Board compiles the administrative record for legal actions against the Board Admin Records are always certified. Time and Materials billable at full cost.
3. Assessment Appeals (Board of Equalization)	Hearings; correspondence; scheduling; &, processing functions.	R&T Rules 307, 309, 312 & 313, GC 15606	Mandate	Local Governing Body acting as the Board of Equalization.
4. Boards and Commissions	Process appointments and resignations. Maintain files of original documentation, such as formation papers, appointments of members, and rosters.	Maddy Act GC 54970-54975	Mandate	Update rosters and notify contact person for Boards and Commission of any membership changes. Maddy Act requires annual posting of all appointees; and, vacancies with 10 day public vacancy posting prior to appointment.
5. Bids - Opening	Board is required to designate an officer or employee of the County to open bids.	GC 25084	Mandate	Usually, this employee is the Clerk of the Board.
6. Bonds	Clerk of the Board sign bonds.	GC 30003	Mandate	Bonds are signed by the Chairman and Clerk of the Board.
7. Budget: Recommended and Adopted	The County Budget process includes many Clerk of the Board responsibilities including the filing of the adopted budget with the COB.	GC 29060-29066 & 29080-29093	Mandate	**29080(b):** The budget document shall be filed with the Clerk of the Board not less than10 days prior to the public hearing for the adoption of the budget.
8. City Selection Committee	Coordinate with Cities, prepare agenda, clerk and distribute Minutes, maintain file.	GC 50270-50275	Mandate	Committee meets as needed. Required by law to meet regularly.
9. Claims Against the County	Distribute & maintain application; accept & process Claims as presented.	GC 905, 910 & 915	Mandate	Original Claims to County Counsel or other County Department.

SUBJECT	DUTIES	REGULATION	CATEGORY	COMMENTS
10. Clerk Attestation	Attest to Chairman of the Board of Supervisors Signature on County Ordinances, Resolution, Contracts etc.	GC 25121	Mandate	**25121:** Every ordinance shall be signed by the chairman of the board and attested by the Clerk.
11. Clerk of the Board of Supervisors Responsibilities	Clerking BOS meeting; taking Minutes, keeping record of Board of Supervisors Proceedings, maintain originals. Records	GC 25101; 25102; 25105 GC 54953.5(b) Ralph M. Brown Act	Mandate	Meetings include: Regular, Special, Emergency, certain Committees, and Joint with other governmental agencies.
12. Closed Session Minutes	Confidential Minutes, keeping record of Minutes.	Ralph M. Brown Act GC 54957.2	Mandate	Clerk and Deputy's are confidential employees allowing to Clerk Closed Session Meetings. Not all Counties use the Clerk of the Board - see your Counsel.
13. Conflict of Interest	Processing of and maintaining of original district codes, also processes Biennial Notice per FPPC.	GC 82011(b), 87303 (Political Reform Act)	Mandate	A function performed by the Clerk of the Board which is approved by the code reviewing body - BOS.
14. Contracts & Agreements	Clerk to process the Chairman's signature on original contracts and agreements.	GC 25103	Mandate	Keep all original contracts executed by the Board of Supervisors.
15. Copies of documents provided to State Library; UC Berkeley; & UCLA for reference use		GC 50110-50115	Mandate	The legislative body, and each office, officer, or employee of a local agency shall furnish the clerk three copies of each printed, mimeographed, or processed book, pamphlet, report, bulletin, or other publication issued by them at the expense of the local agency. The clerk shall send one copy of each publication to the State Library at Sacramento, the Institute of Governmental Studies of the University of California at Berkeley, and the Public Affairs Service of the University of California at Los Angeles, to be preserved for reference use in those institutions.
16. County Code	Publishing, distributing, maintaining, codification responsibilities.	GC 25124; 50022.1 & 50022.6	Mandate	Usually, the codification is outsourced by the Clerk of the Board or County Counsel.

SUBJECT	DUTIES	REGULATION	CATEGORY	COMMENTS
17. County Service Areas	Agenda and preparation duties for Formation of CSAs.	GC 25217	Mandate	COB must publish hearing notice; mail notices to all property owners & cites and special districts within the proposed CSA; and, post a notice in 3 public locations within the zone.
18. Deeds & Easements (Conveyances)	Maintain file for Deeds granted to and from the County & Easements of property to and from County.	GC 25520	Mandate	
19. Form 806	Agency Report of: Public Official Appointments	Fair Polictical Practices Commission Regulation 18705.5	Mandate	Each year the Clerk of the Board must place and update on the County's website Form 806 which list compensation received by Board members for Committees appointments.
20. Grand Jury	Filing Final Grand Jury Report for responses from County Departments and the Board of Supervisors	PC 933	Mandate	**PC 933:** A copy of all responses to grand jury reports shall be placed on file with the Clerk of the public agency and the office of the County Clerk… …and shall remain on file in those offices.
21. Oaths of Office	County Officers and their deputies are authorized to administer oaths of office.	GC 1360 - 1369; GC 24000	Mandate	COB's are often requested to administer oaths to various committee members and other county officials approved by the BOS. Oaths may be filed with the County Clerk. If the County Clerk and COB are the same, COB is required to maintain originals.
22. Ordinances	Maintain list of all Ordinances and retain originals permanently.	GC 25120-25132	Mandate	Publish in newspaper and update Codified Code. Maintain Ordinance Book.

SUBJECT	DUTIES	REGULATION	CATEGORY	COMMENTS
23. Postings	a. All public notices of proceedings of or to be had before the board, not specifically provided for, shall be posted at the meeting place of the board in a location that is freely accessible to the public. b. In addition to the posting required by subdivision (a), the clerk of the board of supervisors shall either post the notice of the proceedings at two public places in the county other than the location of the meeting, or post the notice of the proceedings in an electronic format on a Web site provided by the county.	Public Records Act GC 25151	Mandate	Clerk of the Board, Deputy Clerks, and County staff participate in posting of agendas and public notices.
24. Public Hearings/Publishing Legal Notices	Preparation & publishing of notices within legal timelines.	GC 25150 GC 6060-6066,	Mandate	Clerk of the Board the Board responsible for all legal publication related to the agenda process. Consult with County Counsel.
25. Record Retention/Destruction	Maintain and monitor files regarding microfilming and destroying/retaining records per adopted records retention schedule.	GC 25105	Mandate	Clerks maintains many files (original documents) as required.
26. Records Management	Maintain files as required by law for informational purposes and backup material for research.	GC 25101	Mandate	Clerk's Office required to maintain all records relating to the meetings of the Board of Supervisors. 25101: The clerk of the board shall: (b) Keep and enter in the minute book of the board a full and complete record of the proceedings of the board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded.

SUBJECT	DUTIES	REGULATION	CATEGORY	COMMENTS
27. Request for Copy of Agenda and Documents	Any person may request agendas and materials be sent to them upon agenda upon distribution/posting.	Ralph M. Brown Act GC 54954.1 and 57954.22	Mandate	Any request for mailed (or electronic) copies of agendas or agenda packets shall be valid for the calendar year in which it is filed, and must be renewed following January 1 of each year.
28. Research Requests	Research requests from County departments and the public.	Public Records Act GC 6250-6270	Mandate	May include copies of documents, faxing or e-mail to individuals who request records. May charge for hard copies per your adopted fee schedule.
29. Resolutions	Maintain list of all Resolutions and retain originals permanently.	GC 25101, 25102.1	Mandate	**25101:** The Clerk of the Board shall: (b) Keep and enter in the minute book of the board a full and complete record of the proceedings of the board at all regular and special meetings, including the entry in full of all resolutions…
30. SB 90 Open Meeting Act Claims	Reimbursement of state mandated costs such as agenda creation/posting.	GC 17561	Mandate	Brown Act costs are no longer reimbursable but PRA's currently are though there is an Constitutional amendment.
31. Signing of Final Maps of Parcel and Subdivision	The final map shall contain a certificate or statement for execution by the Clerk of each approving legislative body stating that the body approved the map and that all certificates or statements and security have been filed and deposited.	GC 66464 & 66493	Mandate	Clerk of the Board or Deputies are authorized to sign certifying that all conditions of the map have been met.
32. Serial Board Meetings	Clerk of the Board or a member of the Board is to announce prior to convening any simultaneous or serial meeting of the Board if the Board members receive a stipend or compensation.	GC 54952.3	Mandate	This legislation is new and is result of the City of Bell's practices.
33. Special Districts	Maintain files of original documentation, such as formation papers, appointments of members, etc.	GC 53051	Mandate	Updates Statement of Facts to Secretary of State on those Districts where the Board of Supervisors is the governing authority.

SUBJECT	DUTIES	REGULATION	CATEGORY	COMMENTS
34. Statement of Facts	Districts file Statement of Facts with Secretary of State – Maintain Statement with County's Appointment Roster. Clerk is required to file updates within 10 days of changes.	GC 53051	Mandate	
35. Treasurer's Statement of Assests	Auditor shall file a copy of the quareterly report with the Clerk of the Board.	GC 26922	Mandate	Clerk shall maintain a file of said statements.
36. Williamson Act	Clerk of the Board has filing responsibilities regarding Williamson contracts.	GC 51245 - 51248; 51283.4	Mandate	Notice of Nonrenewal; after contract is first used; and; upon cancellation.
Regulations Legend				
GC – Government Code				
R&T – Revenue & Taxation Code				
PRA – Public Records Act (GC § 6250-6270)				
RBA – Ralph M. Brown Act (GC § 54950 et seq.)				
MA – Maddy Act (GC § 54970)				
PC – Penal Code				
H&S – Health & Safety Code				

DEPUTY CLERK OF THE BOARD I/II

DEFINITION

Under supervision (Deputy Clerk of the Board I) or general supervision (Deputy Clerk of the Board II), to provide specialized clerical duties in the Office of the Clerk of the Board, in support of the Board of Supervisors, Assessment Appeals Board and the County as well as complex, confidential secretarial and clerical support to the Clerk of the Board of Supervisors; to assist in the preparation of Board items, prepare Board agendas, and assist in documenting actions of the Board; to prepare and maintain various reports, records, correspondence and other documents for the Board; to serve in the absence of the Clerk of the Board; and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERICS

Deputy Clerk of the Board I/II is a flexibly-staffed class series. Advancement from the I to the II level is at the discretion of the Clerk of the Board, provided that the following criteria are met: (1) the minimum qualifications and time-in-grade requirements, (2) demonstration of the ability to independently perform the full scope of the assigned duties, and (3) assignment and performance of the duties of the advanced journey level as defined in the Distinguishing Characteristics of the Deputy Clerk of the Board II below.

Deputy Clerk of the Board I is the entry level in the Deputy Clerk of the Board class series. Positions at this level usually perform most of the duties required of the position at the Deputy Clerk of the Board II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure of pattern. Exceptions or changes in procedures are explained in detail as they arise.

Deputy Clerk of the Board II is the full journey level in the Deputy Clerk of the Board class series. Positions at this level are distinguished from the Deputy Clerk of the Board I level by the performance of the full range of duties as assigned, working independently and exercising judgment and initiative. The Deputy Clerk of the Board II receives only occasional instruction or assistance as new or an unusual situation arise and is fully aware of all relevant regulations, as well as the operating procedures and policies of the department. This level also manages reviews, processes transcripts and other legal matters pertaining to official records on behalf of the Clerk of the Board as prescribed by regulatory code. Works closely with internal and external legal counsel on matters related to the production of official records in preparation of Superior Court proceedings. Responds to and resolves difficult and sensitive customer inquiries and complaints.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Clerk of the Board.

Deputy Clerk of the Board I exercises no supervision. Deputy Clerk of the Board II exercises lead direction over lower level classifications as assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs specialized clerical duties in the Office of the Clerk of the Board, in support of the Board of Supervisors, Assessment Appeals Board and the County, as well as complex secretarial and clerical work involving the use of considerable independent judgment and the maintenance of a high degree of confidentiality.

Coordinates the preparation and distribution of Board meeting agendas with the Clerk of the Board, Board members, County management staff and others; receives and reviews agenda items to ensure all submittals are complete; prepares and distributes agendas and agenda packets.

Prepares and cleans up meeting room for Board meetings.

Prepares, distributes, indexes, files, and archives ordinances, resolutions, proclamations, certificates, and other documents resulting from Board actions.

Attends and clerks Board sessions; prepares minute orders; takes meeting minutes, and performs other statutorily mandated duties in the absence of the Clerk of the Board.

Types or word processes and edits a variety of drafts and finished documents; independently composes correspondence and related materials; coordinates the processing and/or distribution of various documents.

Researches and compiles a variety of information and data for report preparation and Board decision-making.

Receives and processes various applications and forms for Board action, including assessment appeals, agreements, etc.

Processes and files County committee appointments, resignations and postings.

Establishes and maintains complex files and records.

Prepares memorials and supporting correspondence.

Receives and screens office visitors and telephone calls; provides accurate information as requested and/or forwards calls to appropriate Board member or staff person; takes messages as needed.

Receives and responds to inquiries, requests for assistance and complaints from County staff, the public and others; explains Board policies and procedures as required.

Performs general clerical work as required, including but not limited to entering and retrieving computer data and preparing computer-generated reports, completing and processing forms, copying and filing documents, sending and receiving faxes, ordering supplies, processing mail, copying audiotapes, etc.

EMPLOYMENT STANDARDS

***Note**: The level and scope of the knowledge, skills, and abilities listed in this section are related to the job duties as defined under Distinguishing Characteristics.*

Knowledge of:

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

County organization, policies and procedures.

Modern office practices and technology, including record-keeping and filing systems, receptionist / telephone techniques, business letter and report writing, and the use of computers for word and data processing.

Basic business arithmetic.

English usage, spelling, grammar and punctuation.

Basic parliamentary procedures.

Legal requirements for filing, publishing and processing various Board matters.

Safe work practices.

Ability to:

Understand, interpret, analyze, and apply pertinent federal, state and local laws, rules and regulations, policies and procedures.

Organize work, set priorities, meet critical deadlines and follow up on assignments with a minimum of direction.

Employ good judgment and make sound decisions in accordance with established regulations, procedures, and policies.

Analyze and resolve office administration situations and problems.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Compose routine correspondence and reports independently or from brief instructions.

Process various documents in accordance with codes and requirements.

Research and compile a variety of information and materials.

Establish and maintain effective working relationships with those contacted in the course of work.

Respond appropriately, effectively and promptly to the needs of internal and external customers.

Establish and maintain complex and extensive record-keeping systems and files.

Research and organize pertinent historical and legal materials for Board issues.

Maintain the security and confidentiality of specified records, information and files.

Use computers effectively for word and data processing and records management.

Type or word process accurately at a rate required for successful job performance.

Perform speed note-taking with accuracy.

Perform required mathematical computations with accuracy.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

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

Experience:
Deputy Clerk of the Board I
Four years of increasingly responsible, advanced-level secretarial or clerical administrative experience, preferably in local government.

Deputy Clerk of the Board II
Four years of full-time experience as a Deputy Clerk of the Board I with the County of Mariposa, or the equivalent with another Agency.

Education: *(Both Deputy Clerk of the Board I and II)*
High school diploma or GED equivalent, supplemented by college-level or technical course work in secretarial studies, business and/or English composition.

Additional Requirements: *(Both Deputy Clerk of the Board I and II)*
Possession of a valid 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.

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

Creation Date: 12/03 (B/S 03-466)
Revision Date: 02/06(B/S Res. 06-73); 11/14 (B/S Res. 14-583); 02/17 (B/S Res. 17-48); 3/22 (BS 22-147)

County of Mariposa

ADMINISTRATIVE TECHNICIAN

DEFINITION

Performs a variety of administrative and technical duties which includes assisting with budget preparation, providing support in the County's personnel and risk management functions, handling a department-level public relations program, and/or performing other assigned technical tasks in support of department head or professional staff in various County operations.

DISTINGUISHING CHARACTERISTICS

The Administrative Technician classification is a bridge classification between the advanced journey level clerical classifications and the professional Administrative Analyst classification series. The Administrative Technician is distinguished from advanced journey level clerical classifications in that the duties of Administrative Technician are technical and paraprofessional in nature and require greater knowledge and judgement. Administrative Technicians do not routinely perform clerical work. Administrative Technician is distinguished from the first level in the Administrative Analyst series in that the latter performs professional level duties in a municipal function involving the gathering and interpretation of data/information, development of options, making recommendations and reporting data dealing with complex problems, including those programs that deal with financial analysis, budget development, and accounting, community/business involvement/outreach, human resources, program management, and surveys/studies. The Administrative Technician classification provides support to these functions or independently handles work assignments of a less complex nature.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from a department head or a higher level professional or management position.

May exercise supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs responsible, confidential work to support assigned department function(s) in support of department head or professional and/or managerial staff.

Evaluates office and inter-departmental procedures and makes recommendations for modifications as necessary to maintain efficient and effective office operations.

If assigned, handles or assists professional staff in recruitment and examination activities including the posting, candidate screening, advertising, scheduling, panel arrangements, hiring appointments and letters, etc. for County-wide recruitments.

If assigned, provides paraprofessional public information/public relations support at the department level by developing materials such as pamphlets, brochures, and flyers for events and activities; develop promotional and informational materials; work with media, other governmental agencies and community organizations by providing information, both in written

form and speaking in front of groups; uses social media and the departmental website to provide public information.

Reviews a variety of documents for accuracy and completeness.

Assists in developing and implementing office objectives, policies, procedures and work standards; maintains policy and procedure manuals.

Researches and compiles moderately complex information from a variety of sources for the completion of forms or preparation of reports.

Assists department head or professional staff in the risk management function by preparing appropriate forms and reports and gathering information.

If assigned, reviews and processes incoming liability claims and accident/incident reports and determines the proper departmental assignment working with a third party administrator

Oversees the proper maintenance of department records and files, including confidential employee records, in accordance with applicable laws, rules and policies.

Performs general and confidential administrative duties as needed, including but not limited to composing and preparing correspondence, reports and Board of Supervisors agenda items, maintaining lists and logs, maintaining computer databases and files, conducting studies, researching and compiling information and data, and maintaining files; reviews/follows up on employee travel and training requests and reimbursements; etc.

Enters and retrieves computer data; generates computer reports and /or spreadsheets; acts as the department's expert on department-specific software such as applicant tracking and recruiting systems.

Schedules appointments, meetings, work activities and other functions as required; uses specialized software for scheduling.

If assigned, provides assistance with fiscal, payroll, and personnel action processes/issues and operations, including but not limited to processing accounts payable and receivable, assisting with budget preparation and monitoring, maintaining petty cash funds, and preparing financial reports as required.

Provides information and assistance to County staff, department heads, other agency personnel, and the public, requiring the use of judgement and the interpretation of policies, procedures or rules; assists in coordinating activities with those of other departments and agencies as necessary.

Completes special projects as assigned.

Collects and analyzes data for various surveys, reports, and studies.

If assigned, may participate in receiving, recording, and reviewing all work-related injury claims from County employees; assists in reviewing injury reports for completeness and consistency; gathers information from physicians, department staff and witnesses; provides employees with information about their rights and benefits under Workers' Compensation laws; assists in the preparation of incident investigation reports.

If assigned supervisory responsibility, participates in the hiring, training/development, evaluation, work assignments, and disciplinary actions of subordinate staff.

Represents the department by serving on committees and teams as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

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

County and department organization, policies, procedures, and budget processes.

Modern office practices and technology, including record-keeping and filing systems, business letter and report writing, and the use of computers for word processing, spreadsheet preparation, and function-specific software.

Methods of preparing and processing various records, reports, forms and other documents specific to assigned department or program.

Standard office management and clerical practices and procedures.

Basic public relations and public information principles and practices.

Principles and practices of training and supervision.

Basic principles and practices of math, statistics, and accounting.

Financial record-keeping and reporting methods.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:

Understand, interpret and effectively apply pertinent federal, state and local laws, rules and regulations, and County/department policies and procedures.

If assigned, understand principles and practices of public human resources administration including recruitment and selection, risk management support duties, classification and compensation, and workplace safety,

Perform complex and varied administrative support work involving considerable independent judgment.

Develop informational and promotional materials using word processing and publishing software.

Organize work, set priorities, meet critical deadlines and follow up on assignments with a minimum of direction including time-sensitive and confidential assignments

Analyze complex administrative support problems, evaluate alternatives and make sound recommendations.

Provide effective supervision and training as assigned.

Communicate clearly and concisely, both orally and in writing.

Maintain the security and confidentiality of specified records, information and files.

Use computers effectively for word and data processing and records management.

Safely operate office equipment.

Perform required mathematical computations with accuracy.

Establish and maintain effective working relationships with those contacted in the course of work.

Gather and analyze data; prepare clear and concise reports, correspondence and other written material.

Understand and follow complex oral and written instructions.

Provide effective leadership and instruction as assigned.

Assist in the preparation and administration of assigned budget and maintain accurate financial records.

Respond appropriately, effectively, and promptly to the needs of the public and other County departments.

Deal tactfully and effectively with the public and with others contacted in the course of work, including irate individuals.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

EITHER

Experience:

Current status as a permanent Mariposa County employee and at least three years in an advanced clerical Mariposa County classification.

OR

Education:

Completion of 30 semester units of college level course work in public or business administration or a closely related field.

Experience:

Four years of increasingly responsible administrative, business or technical experience, including frequent use of a personal computer and word processing and spreadsheet software.

Substitution:

One additional year of experience can be substituted for the 30 semester units of college-level course work.

ADDITIONAL REQUIREMENTS

Possession of a valid 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.

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: 03/04 (B/S Res. 04-92)
Revision Date: 02/06 (B/S Res. 06-73); 08/08 (B/S Res. 08-366); 06/16 (B/S Res. 16-273); 10/17 (B/S Res. 17-676)

ADMINISTRATIVE ANALYST I/II

DEFINITION

Under general direction, to perform a wide variety of administrative and analytical support duties, generally for a deputy department head or higher; to direct and manage assigned special projects and programs such as the County's economic development/community development function, grant writing and grants and contracts management/administration, financial analysis and budget development, human resources, community engagement, strategic communications and public relations, and/or dealing with housing issues; to coordinate activities and input on assigned projects from County management, staff, the community, and other organizations; to provide professional support in other assignments as needed to meet the mission of the organization; and, may provide direct and/or indirect supervision to lower level personnel. The work mainly involves the gathering and interpretation of data/information, development of options, making recommendations, and reporting data dealing with complex problems, including those programs that deal with financial analysis, budget development and accounting, community/business involvement/outreach, strategic communications and public relations, grants and contracts management/administration, human resources, program management, and surveys/studies.

DISTINGUISHING CHARACTERISTICS

Administrative Analyst I/II is a flexibly-staffed class series. Positions allocated to the I/II levels are normally filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority, provided that the following criteria are met: (1) the minimum qualifications and time-in-grade requirements, (2) demonstration of the ability to independently perform the full scope of the assigned duties, and (3) assignment and performance of the duties of the advanced journey level as defined in the Distinguishing Characteristics of the Administrative Analyst II below.

Administrative Analyst I is the journey level class and serves as the entry into the series. It provides experienced administrative support at the professional level in one or more support areas that may include general, professional support on projects related to budget, finance, personnel/human resources, contracts and grants, procurement, economic development, public outreach, or other assignments; compiles and analyzes data; participates in design and implementation of systems, procedures and programs.

Administrative Analyst II is the advanced journey level in the series, which is responsible for technical assignments requiring focused experience in one or more specialized subject areas, rather than general municipal administration and analytical support. This level is responsible for performing the full range of specialized and technical duties in such areas as economic development, housing, personnel/human resources management, financial analysis and budget development, contract management/administration, grant writing and management/administration, community engagement, strategic communications and public relations, and other identified technical support activities to the County. Incumbents in these positions are assigned significant responsibilities at the advanced level that require, depending

upon the area assigned, specialized knowledge, skills, experience, and the ability to exercise independent judgment in the performance of their duties.

Administrative Analyst I/II is distinguished from Senior Administrative Analyst by the higher level of complexity and difficulty of the assigned work and/or the number of staff supervised by the Senior level. While Administrative Analyst I/II may supervise and perform complex work, the Senior Administrative Analyst typically provides direct supervision to a larger staff and is assigned significant responsibilities at the expert level that require, depending upon the area assigned, highly specialized knowledge, skills, and/or experience.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from a department head or a higher level professional or management position.

May exercise supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs a variety of administrative and analytical support functions for upper management or on a County-wide basis, including developing administrative policies and procedures and reviewing legislation at the federal/state/local levels.

Participates on a variety of committees, commissions, and boards; prepares and presents staff reports and other necessary correspondence.

Participates in the implementation and administration of various programs and projects for upper management and may personally handle specialized projects that include economic development support, human resources, financial analysis and budget development, grant writing and grants and contracts management/administration, housing, records management, communications, etc.; provides input and feedback on programs.

Leads, coordinates, and manages civic engagement activities and projects; conducts outreach and develops surveys and/or other methods of getting community and/or business input; summarizes and reports results.

Works with state and federal agencies to obtain project funding or for funding accountability and compliance.

When assigned economic development support responsibilities, works with outside agencies to develop economic goals, objectives, and policies; prepares and maintains demographic, market, and real property databases; conducts market feasibility studies; responds to inquiries concerning industrial and commercial development opportunities; and, assists businesses with site location process.

When assigned to the housing development function, the incumbent will provide assistance in developing strategy that support affordable and fair housing goals.

Prepares applications for financing, tax credits, and grants; administers federal and state grant programs such as CDBG.

Assists in the design and development of the County's or departments marketing and promotional programs.

Researches, compiles, and analyzes information from various sources; prepares reports and recommendations; makes presentations to upper management and the Board of Supervisors.

When assigned the human resources function, performs a wide variety of personnel functions, including the coordination of employee recruitments, establishment and updating of job classifications, facilitation of training programs and opportunities, compensation issues and surveys, etc.

Participates in County-wide labor negotiations, as appropriate.

Directs and/or participates in the department budget process.

Interprets, explains, and sometimes develops County policies and standards for management, members of the public, and the business community; provides information about economic development matters and business advocacy services; may serve as the key contact with business owners, developers, and members of the public regarding specific programs and projects.

When assigned to financial analysis and budget development, the incumbent, under general direction, performs a wide variety of accountable, professional, administrative staff assignments; administers a wide variety of interdepartmental and County-wide financial and accounting projects, processes, and programs including budget implementation, coordination, revision, review, evaluation and monitoring; creates complex financial forecasts and analyses; prepares for and participates in outside audits; monitors and provides enterprise fund analysis and financial forecasts, and organizes and prepares Board reports.

May direct the work activities of assigned staff; prioritizes and coordinates work assignments and reviews work for accuracy.

Conducts training needs assessment at an organizational level to obtain information to determine training programs/subjects needed for all levels of employees; develops and conducts workshops and training sessions on a variety of topics.

When assigned the grant writing and grants and contracts management/administration function, the incumbent will coordinate and oversee the grant application and management process for all Mariposa County grants, including identifying potential new funding sources, writing grants, and

collaborating on grant applications with various County units and community organization for the purpose of securing funding to maintain and enhance services and/or programs.

Coordinates, collaborates, and works closely with upper management on assigned projects; provides input and feedback as appropriate.

Works closely with other County departments, such as the Auditor's Office; collaborates with other agencies on cross-functional projects.

Establishes and maintains positive working relationships with representatives of community organizations, media contacts, state and local agencies and associations, County management, staff, and the general public.

May perform Public Information Officer duties in the Emergency Operations Center during disasters.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

***Note**: The level and scope of the knowledge, skills, and abilities listed in this section are related to the job duties as defined under Distinguishing Characteristics.*

Knowledge of:

Principles and practices of public administration.

Principles and practices of economic development.

Applicable federal, State, local laws, and codes regulating affordable housing development projects.

Principles and practices of local government accounting, municipal budgeting, financial analysis and forecasting.

Methods of research, program analysis, report preparation, and data analysis/statistics.

Strategic communications and public relations techniques.

Social media platforms.

Practices, techniques, and procedures of grant writing and administration.

Principles and practices of public personnel administration.

Principles and procedures of recordkeeping and records management.

Principles and practices of program development and administration.

Modern office procedures, methods, and equipment, including computers.

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

Computer applications, including common packages for spreadsheets, databases, word processing, and presentation software.

Supervisory practices and principles.

Ability to:
Organize and direct the work of assigned staff.

Understand the organization and operation of County departments and of outside agencies as necessary to assume assigned responsibilities.

Interpret and apply administrative and departmental policies and procedures.

Analyze complex financial data, reports, studies, and financial records.

Work independently in the absence of supervision.

Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.

Research, analyze, and evaluate programs, policies, and procedures.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Operate a variety of office equipment and computer software in the performance of assigned duties and responsibilities.

Interpret, apply, and explain County policies and procedures, federal, state, and local regulations and guidelines related to assigned area of responsibility, such as economic development or housing development.

Prepare effective and complete staff reports and make presentations.

Exercise tact, initiative, discretion, and good judgment within general policy, procedural and legal guidelines.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with County officials, managers and staff, developers, civic groups, various agency representatives, media personnel, and the public.

Exemplify an effective customer service attitude with the public, officials, and co-workers.

Effectively act as a project manager for various community development, outreach, housing, and/or economic development activities.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties: lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio, visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

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

Experience and Education:

Administrative Analyst I

1. A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, human resources management, finance, planning, communications, or a closely related field **and** two years of increasingly responsible professional experience in economic development, grants programs, human resources, budget development, financial analysis, strategic communications and public relations or other professional field as may be needed in a local government environment.
   -OR-
2. Four years as an Administrative Technician or Staff Services Analyst II with Mariposa County, and 60 semester units from an accredited college or university in public or business administration or a closely related field.

Administrative Analyst II

1. Two years of full-time experience as an Administrative Analyst I with the County of Mariposa.
   -OR-

2. A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, human resources management, finance, planning, communications, or a closely related field **and** four years of increasingly responsible professional experience in economic development, grants programs, human resources, budget development, financial analysis, strategic communications and public relations, or other professional field as may be needed in a local government environment.

(**Note**: the specific type of education and experience required is dependent upon the position being recruited for.)

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California Driver License within three months by signing an acknowledgement form.

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: 06/16 (B/S Res. 16-273)
Revision date: 11/18 (B/S Res. 18-562); 8/21 (B/S Res. 21-480)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-363

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Corrina Miranda, Acting to Interim Building Director

RE: Approve First Amendment to the Agreement with CSG Consultants Increasing the Amount by $150,000 for a New Amount Not to Exceed $220,000 for a Wide Range of Contingent Staffing; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with CSG Consultants Increasing the Amount by $150,000 for a New Amount Not to Exceed $220,000 for a Wide Range of Contingent Staffing; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Workloads in the building department can vary as projects are proposed and permit applications received. This variability isn't always predictable and can make staffing difficult. Rather than hiring and laying off staff with the ebbs and flows of the economy and workload, the building department has a base level of staffing and uses contracts to manage the variability. Currently, the workload in the building department is high and more assistance is needed to complete that work in a timely way.

The proposed agreement introduces a vendor and a wider scope than has previously been contracted. Where past agreements have focused on plan checking services, this proposal includes a broader scope to allow a wider range of building, code enforcement, and fire prevention services, up to and including performing building inspector or building official responsibilities. Several firms were consulted and CSG was the only one available to provide the desired range of services. While it is not yet known how much work will be assigned to CSG, a not-to-exceed amount of $220,000 is requested to allow for an increase in the use of contracted services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

From at least 2015 to 2021, the County had annual agreements with lnterwest Consulting Group for plan checking services valued at $9,000 per year. In 2021, the Board approved Resolution 2021-505, which is a three-year agreement (expiring June 2024) for building and plan review with a not-to-exceed amount of $33,000. From 2023 through 2024 the need for CSG Consulting Group services increased.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the Building staff can potentially fall behind without additional assistance.

FINANCIAL IMPACT

The building department budget is an enterprise fund with sufficient savings to support this agreement. There is no effect to the General Fund.

ATTACHMENTS

1. **CSG Approved Contract**
2. **FIRST AMENDMENT TO AGREEMENT FOR CSG CONCULTING**

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

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-632

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement with CSG Consultants for Building Department Services ($70,000) for a Wide Range of Contingent Staffing; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with CSG Consultants for Building Department Services ($70,000) for a Wide Range of Contingent Staffing; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Workloads in the building department can vary as projects are proposed and permit applications received. This variability isn't always predictable and can make staffing difficult. Rather than hiring and laying off staff with the ebbs and flows of the economy and workload, the building department has a base level of staffing and uses contracts to manage the variability. Currently, the workload in the building department is high and more assistance is needed to complete that work in a timely way.

The proposed agreement introduces a new vendor and a wider scope than has previously been contracted. Where past agreements have focused on plan checking services, this proposal includes a broader scope to allow a wider range of building, code enforcement, and fire prevention services, up to and including performing building inspector or building official responsibilities. Several firms were consulted and CSG was the only one available to provide the desired range of services. While it is not yet known how much work will be assigned to CSG, a not-to-exceed amount of $70,000 is requested to allow for an increase in the use of contracted services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

From at least 2015 to 2021, the County had annual agreements with Interwest Consulting Group for plan checking services valued at $9,000 per year. In 2021, the Board approved Resolution 2021-505, which is a three-year agreement (expiring June 2024) for building and plan review with a not-to-exceed amount of $33,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Building staff will need to provide all services not included in the current agreement with Interwest, which could delay the delivery of those services to the public.

FINANCIAL IMPACT

The building department budget is an enterprise fund with sufficient savings to support this agreement. There is no effect to the General Fund.

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ATTACHMENTS

1. CGS_Contract_Files_v2

VOTE RESULT

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

AGREEMENT FOR CONTRACTED BUILDING DEPARTMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of December, 2023 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and CSG Consultants, 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 be for a period of three (3) years, commencing on November, 15, 2023 through and including November 14, 2026 . This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Building Director is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform inspection and building department duties as needed described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is not to exceed $70,000 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

Contractor shall be compensated for services performed as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

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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.

(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.

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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

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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 hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

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;

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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:
CSG Consultants, Inc.
Cyrus Kianpour – President
930 Fresno, Ca 94404

COUNTY:
County of Mariposa
Bullion
P.O. Box 99
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.

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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 A.

B. Either party may terminate this Agreement for convenience upon thirty (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 A.

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.

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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

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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

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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 Menetrey
B43EC7BC19BE446...
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Cyrus Kianpour
7AC12FF2224A4B2...
Cyrus Kianpour, President

COUNTERSIGNED:

(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA0D8A502E44EB...
Danielle Bondshu
Clerk of the Board

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

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Exhibit A
Scope of Work and Cost Proposal

930 Fresno Street
Newman, CA 95360
Phone: 209.862.9511
Fax: 209.862.1079

www.csgengr.com

Employee-Owned

September 25, 2023

Chris Ferbrache, MBA, SPHR, PHRca
Senior Administrative Analyst
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Re: Fee Schedule for Building Department, Code Enforcement and Fire Prevention Services

Dear Mr. Ferbrache,

Thank you for contacting **CSG Consultants (CSG**) regarding our Building Department, Code Enforcement and Fire Prevention Services. Per your request, we have attached our fee schedules for the aforementioned services on the following page. Upon request, we can readily provide additional information regarding our qualifications, including but not limited to relevant project experience, client references and employee resumes.

Crickett Brinkman, Regional Operations Manager, will be the primary point of contact for the County and her contact information is provided below.

> **Crickett Brinkman**, *Regional Operations Manager*
> (209) 595-7103 *Mobile* | crickettb@csgengr.com

For 32 years, CSG has been providing municipal services solely to public agencies throughout California, including numerous neighboring agencies. With our highly experienced and credentialed staff, we currently furnish building and safety, fire prevention, public works, planning, code enforcement and a host of additional services to over 250 public agency clients. We greatly look forward to an opportunity to serve the County of Mariposa's needs. Should you have any questions or require additional information, please do not hesitate to contact Ms. Brinkman.

Sincerely,

Cyrus Kianpour, PE, PLS
President

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Fee Schedule

BUILDING, CODE ENFORCEMENT & FIRE PREVENTION SERVICES

CSG's fee schedule for proposed work is provided below. If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service. Plan review is based on a percentage of the agency's plan check fees and includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate below. RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency. Except for residential solar projects, CSG will charge a minimum of $250 per plan review project.

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
Off-Site Building Plan Review – by Percentage	
Full Building Plan Review by Percentage	65% of Agency's Building Plan Check Fees
Structural Only Plan Review by Percentage	45% of Agency's Building Plan Check Fees
Expedited Plan Review by Percentage	95% of Agency's Building Plan Check Fees
Off-Site Building Plan Review – Hourly	
Building Plan Review	$135
Building Plan Review – Professional Engineer	$150
Building Plan Review – Structural Engineer	$160
Structural Only Plan Review	$160
M/E/P Plan Review – Certified Plans Examiner	$135
M/E/P Plan Review – Professional Engineer	$150
Grading Plan Review – Civil Engineer	$220
CASp Plan Review/Consultation	$160
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Building Department Services	
Permit Technician	$79
Senior Permit Technician	$89
CASp Inspection	$160
Building Inspector	$110
Combination Building Inspector	$125
Deputy Building Official	$150
Building Official	$180
Building Department Administrative Services	$152
Administration/Plan Processing	$80
Off-Site Fire Prevention Plan Review – by Percentage	
Fire Plan Review by Percentage	65% of Agency's Fire Plan Check Fees
Expedited Plan Review by Percentage	95% of Agency's Fire Plan Check Fees
Off-Site Fire Prevention Plan Review – Hourly	
Fire Plan Review	$135
Fire Plan Review - Fire Protection Engineer	$250
Expedited Plan Review (Hourly)	1.5 x Hourly Rate

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PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
On-Site Fire Prevention Services	
Senior Fire Inspector	$135
Fire Inspector	$115
Fire Marshal	$175
Fire Permit Technician	$100
Code Enforcement Services	
Code Enforcement Manager	$170
Senior Code Enforcement Officer	$135
Code Enforcement Officer II	$120
Code Enforcement Officer I	$110

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the Agency prior to proceeding.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the Agency and CSG.*
- *Administration/Plan Processing includes coordinating the pick-up and return of plans, performing scanning, collating, and tracking, and providing plan review status updates to the Agency.*
- *Hourly rates for publicly funded projects will be based on current prevailing wage rates.*
- *On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *Building Department Administrative Services may include developing and establishing the following: building department workflows and relationships with other agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the Agency.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*

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CSGCONS-01 ABONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861
Alliant Insurance Services, Inc.
560 Mission St 6th Fl
San Francisco, CA 94105

CONTACT NAME: Audrey Bone
PHONE (A/C, No, Ext): (619) 849-3925 FAX (A/C, No):
E-MAIL ADDRESS: Audrey.Bone@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : American Automobile Insurance Company	21849
INSURER C : National Surety Corporation	21881
INSURER D : Pacific Insurance Company, Limited	10046
INSURER E :	
INSURER F :	

INSURED
CSG Consultants, Inc.
550 Pilgrim Dr
Foster City, CA 94404

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	USC032778220	12/4/2022	12/4/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	SCV013084-22-01	12/4/2022	12/4/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			USC029989221	12/4/2022	12/4/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	SCW023953-22-01	12/4/2022	12/4/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			83 OH 0489503-22	12/4/2022	12/4/2023	Agg. $5,000,000 Ded.	50,000
D	Retro Date: 1/1/1991			83 OH 0489503-22	12/4/2022	12/4/2023	Occurrence:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County, its officers, officials, employees, and volunteers are to be covered as additional insureds in respect to General Liability. General Liability and Auto Liability coverages are Primary and Non Contributory. A 30 day Notice of Cancellation applies to General Liability, Auto Liability and Professional Liability when required by written contract. A Waiver of Subrogation applies to General Liability, Auto Liability, Workers Compensation and Professional Liability when required by written contract.

CERTIFICATE HOLDER

County of Mariposa
PO Box 99 Mariposa
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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FIRST AMENDMENT TO AGREEMENT FOR CONTRACTED BUILDING DEPARTMENT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CSG Consulting Inc., is made and entered into this 9th day of September 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and CSG Consultants, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated December 5th, 2023, wherein Contractor agreed to provide consulting and contingent staffing 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:

Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $150,000.00 will be added to the original amount of $70,000.00, making the total compensation paid to the Contractor not to exceed amount of $220,000.00.

Except as herein amended, the Agreement dated December 5th, 2023, 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

_____

Rosemarie Smallcombe, Chair
Board of Supervisors

APPROVED AS TO FORM:

_____

Walter W. Wall
County Counsel

CONTRACTOR

_____

CSG Consulting Inc.

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: September 9, 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. **250718 PC FINAL Minutes**
2. **250721 CPSAC Minutes FINAL**
3. **August 8, 2025 Minutes with Public Comments - FINAL**
4. **CPSAC-250224 Minutes FINAL**
5. **Fish Camp Panning Advisory-May 3, 2025 Minutes FINAL**
6. **6(2)_04_2025_Financial_Statements_For_Board**
7. **8-8-25 IHSS Advisory Committee Meeting - Minutes**
8. **14A_June_2025_Board_Meeting_Minutes_Final**
9. **250409 MPAC FINAL Minutes**
10. **250530 PC FINAL Minutes**

11. 250606 PC Minutes- 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

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 (Approved 8/8/25)
JULY 18, 2025

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:05 A.M.

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	Excused	0:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Gray led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item on 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. Approve the May 30, 2025, Planning Commission Minutes

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission approved the minutes of May 30, 2025, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner McCamman
NOES: None

ABSTAIN: None
EXCUSED: Commissioner Herman

2. Approve the June 6, 2025 Planning Commission Minutes

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission approved the minutes of June 6, 2025, as presented. Motion passed.

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

E. Discussion and Actions

1. Discussion and action on the selection of Planning Commission members for a County Administrative Officer led Ad-Hoc Committee to Write the Much-Needed Code Compliance Ordinances and Program Documents.

Planning Director Steve Engfer reported that the Code Compliance Advisory Committee (CCAC) reached a consensus recommending staff bring an item to the Board of Supervisors regarding the County Administrative Officer (CAO), Joe Lynch, leading an Ad-Hoc Committee. At the Board of Supervisors meeting on July 1, 2025, the Board directed CAO Lynch to lead and facilitate the efforts of the Ad-Hoc Committee in drafting the Code Compliance Ordinances and Program Documents. This committee consists of CCAC members Gabe Edwards, Colleen Rhodes, and Floyd Davis.

Engfer noted that it was included in the Board's discussion that two of the Planning Commission members would participate in the Ad-Hoc Committee. Engfer then asked the Commission to select two members to appoint to the Ad-Hoc Committee.

McCamman nominated Baggett and Gray. Baggett and Gray accepted the nomination.

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission approved the appointment of Commissioner Baggett and Commissioner Gray as members of the Ad-Hoc Committee. Motion passed.

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

County Administrative Officer (CAO), Joe Lynch provided public comment, stating that staff will coordinate and schedule the upcoming meetings of the Ad-Hoc Committee. He expressed flexibility regarding attendance, noting that participation via phone, Zoom, or Microsoft Teams is acceptable. CAO Lynch

confirmed his commitment to facilitating the committee through the completion of the draft Code Compliance Ordinances and Program Documents. He emphasized the importance of this work to the public, stating that it will address longstanding issues while continuing to tackle matters of ongoing concern.
He further clarified that the intent is for the Ad-Hoc Committee to report back to the Planning Commission, in alignment with the direction provided by the Board of Supervisors.

2. Discussion and Action on the Draft Development Code Update, Articles 1, 2, 3, 4, 6, 7, 8 and 9, Zoning Ordinance Articles

Engfer noted that public comments were received from the Central Sierra Chapter of the California Native Plant Society and from Midpines resident Anna Puchkoff after the meeting packet was published. These comments have been provided to the Commission and are available on the back table.

Engfer then introduced Senior Planner Ben Goger who presented the Articles.

Gray asked for clarification regarding Home Enterprise on page 35. Goger clarified that that the paragraph was a memo for the General Plan changes.

The Commission addressed Article 1, starting with Page 41 (1-3), Item I – Permits Issues in Error. Baggett expressed that if a permit was issued in error and the work has started then the permit shall be deemed issued and that the applicant should not be penalized. He then suggested for the language to be revised. Previous Planning Director Sarah Williams suggested amending the last sentences “Permits issued in error maybe void and eligible for revocation” to state “Permits issued in error maybe void and eligible for revocation, if there was miss information by applicant” as this would provide clarification when the County would have discretion to void the permit.

The Commission addressed Article 2:

Page 60, table 2-1, Park Model Homes, Goger noted that the memo was used as a holding place to change Park Model Homes to Park Model Trailer to align with the new definition and Government Code.

McCamman noted that he did not see a clear conflict between Timer Exclusive and Agricultural Exclusive. After discussion staff confirmed that Timber Exclusive was allowed in Agricultural Exclusive.
The consensus from the Commission was to marry up TEZPPCUP in 17.108.

Ken Melton (resident) provided public comments on Article 2:

- Page 79, chapter 17.14.040 – Site Design and Architectural Standards, Item A – Frontage on Maintained Road, Melton expressed concerns about the first sentence and staff advised that this section was for commercial zones and not residential zones.

- Page 79, chapter 17.14.040 – Site Design and Architectural Standards, Item B – Viewsheds/Open Space, C – Structure Design, Landscaping and Scenic Environment, Melton asked for clarification on what a view shed is as there was no definition to reference and suggested that there be one.

Baggett agreed with Melton and stated there should be a definition for some criteria that should be applied. Staff will review for the best practice definition.

- Page 79, chapter 17.14.050 – Additional Regulations, A- Additional Development Standards Regulations, 1a – Setback from Residential Zones, 1-vehcicle Parking, Melton recommended that the Planning Director may allow parking within the setback area, provided that any negative impacts on neighboring properties can be mitigated. Adopting this approach would render the existing application requirement unnecessary.

The Commission reached consensus to maximize the Planning Directors discretion in terms of a variance of standards where the issue was mitigated. This approach would institutionalize director level discretion, allowing staff to handle these variance decisions administratively, rather than elevating them to Planning Commission hearings. If the issue is already mitigated staff could approve the request directly.

Public comment received from Brenda Ostrom (Resident), who expressed concern about continuous, high-intensity lighting. While she finds occasional car headlights acceptable, 24/7 lighting is problematic. It creates excessive glare that prevents walkers' eyes from adjusting properly, posing a safety hazard. She urged that lighting be specifically addressed in Article 2, page 79, C2 – Compatibility with Rural Character. She emphasized that lighting standards, especially those aligned with dark sky principles should be applied universally, across both the town planning area and throughout the county.

Engfer noted that there were no specific language changes to Page 79 (2-22), A. Additional Development Standards Regulations, 1 – All Zones, a. Setback from Residential Zones. Staff was directed to include the definitions.

McCamman emphasized that the Commission preferred not to reference the name "Dark Sky" directly in documents, due to potential complications. However, the Commission does intend to use the lighting standards. Baggett suggested the using the name "Night Sky".

Goger explained that staff proposed adding a lighting standard immediately following the noise standard, in alignment with the comprehensive plan to page 92, The Airport Overlay Zone, the airport comprehensive land use plan. The proposed language would read: "New residential developments and major renovations to existing residential properties shall not install upward facing or ground mounted lighting that could pose a hazard to aircraft."

Goger then shared that the Mariposa Public Utility Board would not be supportive of any changes made to the Open Watershed Overlay Zone on page 92, Item C.

A brief discussion occurred regarding the watershed overlay and Williams suggested adding to the language in Item C2 "if an engineer grading plan and septic design plan is proposed".

Baggett called for recess at 10:19 A.M. and reconvened at 10:28 A.M.

The Commission continued addressing Article 2:

Goger highlighted that the staff report listed staff's recommendations to increase the side and rear yard's setbacks to 30 feet to be aligned with zone 1 of Board of Forestry and for fire safety. Goger noted that the Board of Forestry asked if the community wanted to obtain in fire safe community status to adopt the Board

of Forestry or exceed those codes within the local zoning and recommended that the Commission should not set up a zoning ordinance that would impede that best practice.

A brief discussion occurred regarding setbacks with smaller parcels consideration for fire wise community standards and collectively for county wide. Goger noted that the statute allowing a 4-foot setback reduction is very specific its applicability in a High State Responsibility Area (SRA) remains uncertain at this time. However, if a Cal Fire inspector identifies a legitimate health or safety concern relating to the placement of an ADU, they could take action to revoke the permit or require a larger setback.

Engfer introduced the Mariposa County Fire Staff, John Patton and Patience Good, who were in attendance to discuss and answer any fire questions.

Cal Fire staff Patience Good highlighted that, under California Public Resources Code 4290, new developments in State Responsibility Areas must meet defensible space requirements including a 30-foot setback from structures to property lines or vegetation ignition zones. If a property cannot meet these standards, Cal Fire staff works directly with the homeowner to identify mitigation alternatives. Patience noted that in at least one instance, approval was granted for a structure (a shed) that could not meet the setback requirement, on condition that mitigation measures were implemented to ensure safety. Throughout, staff strives to apply code requirements consistently while allowing for site-specific accommodations when full compliance is infeasible, always aiming to uphold fire safety and defensible space objectives.

Goger advised that if the county wanted to join the fire reduction list, then the Commission should not set up a provision that would stand in the way and that the zoning standards should meet or exceed the requirements.

John Patton, County Fire staff and Firewise Coordinator, spoke about key fire risk reduction components and their alignment with Cal Fire and national standards:

- A 30-foot setback is one of the most effective ways to reduce wildfire risk, particularly from radiant heat.
- This standard aligns with Cal Fire's defensible space requirements under California Public Resources Code 4290, which help prevent structure ignition during intense wildfire conditions.
- The National Fire Protection Association (NFPA), which oversees the Firewise USA Program, also supports this structure, dividing defensible space into three zones: 0-5 feet (immediate zone), 5-30 feet (intermediate zone, 30-100 feet (extended zone).

These zones are based on the same fire behavior research and methodology used by Cal Fire, reinforcing the credibility and importance of maintaining adequate defensible space. Patton then emphasized the importance of infrastructure such as engine turnarounds, which ensure fire apparatus can safely access and exit properties during emergencies.

Public comment received from Ken Melton (Resident) who corrected earlier misinformation, clarifying the roles of 4290 and 4291 in Mariposa County's fire safety framework, and emphasized that Mariposa County's Board of Supervisors retains jurisdiction over structure setback regulations proposed that pertain to side yards, front yards, etc. Wildland firefighting and defensible space standards fall under Cal Fire's authority, not the Commission's.

Goger explained that there is a dedicated easement whose width varies. We propose increasing its width, so the easement centerline shifts from 20 feet to 30 feet**.** This change would align the side and rear setback lines accordingly and maintain the proposed 10% setback allowance.

Public comment received from Brenda Ostrom (Resident), in support of the 10% rule for setbacks.

After discussion, staff will review the centerline definition that will be stricken and replace with new language and to make the language clearer to septic setbacks.

The consensus of the commission was to change the setbacks requirement to 30 feet.

Public comment received from Brenda Ostrom (Resident), who spoke about keeping rural residential landscape.

Goger noted that under Prohibited Usage, remove section Stable Provision - per the Agricultural Advisory Committee to restore this language in the stable provision.

The Commission concurred due to the biohazard conversation from the joint AAC meeting.

Baggett called for recess at 12:12 P.M. and reconvened at 12:20 P.M.

The Commission moved on to address Article 3:

Goger responded to public comment regarding local plants and noted that staff recommend supporting local and adopting the definition but add language that's currently used similar to permeable paving, stating we support local native plants and landscaping plans. The Commission approved staff recommendation.

Goger then spoke about the Murals recommendation that required approval from the Commission recommending to the Board of Supervisors to approve that an application for a mural could be reviewed at staff level for commercial buildings. The Commission approved staff recommendation.

Goger explained that vacation rentals, which function similarly to quasi commercial uses are dispersed throughout the community. If the Commission wishes to apply focused oversight to them selectively by location, that could be an option. However, adopting shielded lighting standards countywide ensures a simple, low-barrier regulatory baseline across all jurisdictions and uses:

- Shielded light fixtures are relatively easy to comply with.
- Applying this standard consistently across the county avoids uneven enforcement and gaps.

Baggett added that requiring downcast light fixtures rather than elaborate lighting plans simplifies implementation. A single fixture approval system makes compliance straightforward.

The Commission's recommendation was to advance signage standards. 17.40.03 as is but recommend that the project review process for County wide signage standards be reviewed for consistencies and initiated by the Board of Supervisors. In addition, the Night Sky ordinance for non-residence should be brought to the Board of Supervisors' attention.

The Commission moved to address Article 4:

Baggett brought up concerns regarding workforce housing provisions and historic design review application.

Goger presented a proposal to define "remote location workforce housing" to support seasonal housing needs, inspired by public comments about Recreational Vehicles (RVs) park style housing. This new flexible housing type will be incorporated into the existing planned residential cluster development with preserved open space. Staff proposed that such developments occur on parcels over 20 acres and may be approved by the Planning Director without discretionary review. During discussion, McCamman questioned excluding glamping style, 24/7 park model housing from cluster developments. Engfer responded that the Commission could propose including it in the planned residential development.

Goger noted that staff will strike out the procedure document from Article 4, on page 200. Goger provided the Commission with other minor edits:

- Recreational Vehicle Park Improvements - Road Standard Widths
- Public Super Approval for the new temporary occupancy trailers – will have MPUD called out (any community sewer system)
- Exceeding the State standard for density bonus
- Wireless facilities section to improve its readability

The Commission discussed who should review Historic Design Review Applications. Baggett suggested recommending that the Planning Commission, not the Historic Sites and Record Preservation Commission (HSRPC), handle them, citing long delays that took up to nine months in HSRPC reviews. Williams clarified that the HSRPC advises the Planning Director, who has the authority to approve applications, and noted that the code limits HSRPC's review time to 14 days. After discussion, the Commission agreed with staff that the current HSRPC review process is faster than shifting reviews to the Commission.

Public comment received from Ken Melton:

- Page 175 (4-6), chapter 17.52.040 -Agritourism, item D – Unlimited Agritourism Uses, Melton noted that the County used a false method to determine the road standards pertaining to Average Daily Trips (ADTs).

Baggett directed staff to add this item to the Board of Supervisors list for consideration.

- Page 175 (4-6), chapter 17.52.040 – Agritourism, item D2, Melton expressed concerns about the requirements for privately maintained access road agreements, stating that such requirements are not supported by State law. Melton suggested removing this paragraph.

- Page 187 (4-18), chapter 17.52.10 – Mobile and Manufactured Homes, Mobile Home Parks, Melton noted that the California Department of Housing and Community Development (HCD) regulates RVs Parks and questioned the use of the Conditional Use Permit (CUP) and explained that the CUP is wide open with no set of rules.

Baggett directed staff to provide a definition. Staff flagged this item for review to determine if it's applicable.

- Page 190, chapter 17.52.150 – Recreational Vehicle Parks, Compliance, Melton noted that this was HCD jurisdiction and expressed concerns regarding the sentence stating that "Recreational vehicle parks shall comply with all applicable State Uniform Building Code and Fire Code requirements" as the County cannot inspect the unit.

Bagget directed staff to correct or clarify this paragraph. Staff flagged this item for review.

- Page 198 (4-29), chapter 17.52.200 – Temporary Camping, Maximum Number of Days, Melton noted that there is a conflict as this sentence is written incorrectly that included "occupancy standards established in the Building Code", he reminded that this is regulated by HCD and suggested removing this sentence.

- Page, 198 (4-29), chapter 17.52.220, Temporary Occupancy of Travel Trailers, Recreational Vehicles, and Park Trailers, Melton noted that the title for this section was redundant as Travel Trailers and Park Trailers are considered a recreational vehicle and was used in the next few pages.

Baggett directed staff to simplify this.

- Page 199 (4-30), chapter 17.52.220, Temporary Occupancy of Travel Trailers, Recreational Vehicles, and Park Trailers, Item C6, Melton noted that this sentence "Units must comply with County fire safety standards" shouldn't be used as this was under HCD's jurisdiction.

Baggett asked the Commission for comments for Articles 6 and 7, which will be brought back at the next meeting.

A brief discussion took place about the legality of solar farms in Mariposa County. Williams explained that for a use to be allowed in a particular zone, it must be specifically identified as a Permitted Use, Conditional Use Permit, or Administrative Use Permit. If the use is not listed or is dissimilar to those listed, it is not allowed. Baggett suggested adding solar farms as an allowable use in the County's zoning regulations. Staff will review this recommendation and report back at the next meeting.

F. Commissioner Reports

McCamman will be excused at the July 25, 2025 Meeting.

G. Information Items

Information was received by Planning Director, Steve Engfer.

H. Future Agenda Items

Baggett suggested Planning Commission July 25, 2025 will be cancelled.

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission approved to cancel the July 25, 2025 meeting. Motion passed.

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

August 9, 2025:

- Articles 6, 7, 8 and 9
- Solar Farm Proposal

- Conditional Use Permit Application
- Article 5 Draft (subdivision)

August 22, 2025:

- Article 5 will be brought back to the Commission on August 22, 2025
- Recommendation to the General Plan Review
- Resolution to include recommendation for miscellaneous items discussed (Sign Ordinance, Noise Ordinance, etc.), a recommendation request for consideration of initiating the public process CEQA review

I. Adjournment

There being no further business the meeting was adjourned at 1:30 P.M.

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.

CENTRAL SIERRA CHAPTER

CALIFORNIA NATIVE PLANT SOCIETY

July 12, 2025

TO: Mariposa County Board of Supervisors
Mariposa County Planning Commission
Mariposa County Planning Department

REFERENCE: Mariposa County 2025 Development Code Update | July 2025

We appreciate the tremendous time and effort expended by both county staff and the Planning Commission to update the Mariposa County Development Code. We recognize the enormous scope and scale of this project and appreciate the work that both staff and Commission members have dedicated to building standards that protect the health, safety and rural character of Mariposa County. Planning is key to good stewardship. We understand that your work to plan for sound development will provide a solid foundation and necessary building blocks to ensure the ongoing health, vitality and well-being of Mariposa County. Good standards will build good neighbors and good stewards across Mariposa communities.

We have been listening to the recordings and reading the minutes of Planning Commission meetings from September 2024 (when the project was introduced) to date. After doing so, there are six (6) topics of interest and concern that we would like to bring to the attention of county leadership. You will find these explained below, along with specific requests and our rationale.

Our primary topics of interest and concern are:

PARKING

We fully support and thank the Planning Commission for their recommendation to include permeable parking surfaces across all uses in code. This is critical for minimizing stormwater runoff, reducing flooding, preventing erosion and pollution of nearby environments, and protecting our watersheds. Additionally, permeable materials can lower surface temperatures and help replenish groundwater. Thank you for recognizing these important values to Mariposa County.

LANDSCAPING

For clarity, **we request consistent language for landscaping related to local native plants across all code.** Code language is currently mixed and difficult to interpret or support. **We request use of the term "local native plants" for landscaping, using the definition: drought tolerant plants that are locally indigenous (originate from) the lower elevations of the central Sierra Nevada region.** One reliable reference for looking up native status is Calflora (www.calflora.org, an independent 501(c)(3) nonprofit organization). Specificity *is important*, because the use of non-local native plants or other non-local drought tolerant plants has the potential to introduce invasive species that compete with local flora for nutrients and water, while reducing Mariposa County's rich biodiversity and unique landscape. Local native plants have also adapted to our environment over millennia and are fire adapted and fire resilient.

SETBACKS

If the county intends to proceed with an effort to reduce setbacks, we request that you engage a process that fully educates the community of the proposed changes and that includes adequate time for community feedback. Reducing setbacks increases the potential for negative environmental impact on the land and the surrounding environment. Reducing setbacks encroaches on our rural values of not intruding on the privacy of neighbors, not disturbing others' peace and quiet, or diminishing the use, atmosphere or value of their rural home and surroundings. This is a matter that impacts property rights and values. **We advocate for a process in which the community has the opportunity to fully weigh in on this matter of significance, so that the Board of Supervisors can make a community-informed decision before reducing property set-backs.**

LIGHT | RURAL NIGHT SKIES

Mariposa County citizens value our expansive rural night skies. The value of dark night skies has been well-established and is, furthermore, a fully-expressed goal of Mariposa County General Plan: Goal 11-1d, that supports International Dark Sky standards.

The reality, however, is that Mariposa has experienced a significant increase in light pollution over the past decade due to a lack of clear standards, resulting in significant light trespass. Our rural night sky must be protected. In order to protect and promote the public health, safety and welfare, as well as the rural quality of life we value, **we request the county to develop a *Dark Sky/Rural Sky Ordinance* that provides lighting guidelines for all uses across Mariposa County,** with these goals:

1. To preserve community character and promote a safe and pleasant nighttime environment for residents and visitors;
2. To protect and reclaim the ability to view the scenic night sky in Mariposa County that may be diminished due to increased upward projection of light or other light trespass;
3. To minimize current and future light pollution, protect against glare and excessive lighting;
4. To permit reasonable uses of outdoor lighting for nighttime safety, utility, and security;
5. To prevent nuisances caused by unnecessary light intensity, direct glare, and light trespass;
6. To not disturb the nighttime navigation and migration, as well as other natural behaviors and ecosystems, of many species, flora and fauna;
7. Through new building permits, to phase out existing nonconforming fixtures that violate these standards;
8. To prevent inappropriate, poorly designed or installed outdoor lighting and encourage high quality lighting design; and
9. To promote efficient and cost-effective lighting practices and systems to conserve energy.

Many counties and other jurisdictions in California have developed Dark Sky Standards. For reference: Mono County Dark Sky Regulations, and Nevada City/County (draft); also counties of Ventura, Los Angeles, Kern, San Luis Obispo, San Diego, San Bernardino, Inyo.

NOISE POLLUTION

Research has proven the harm from noise pollution to humans, ecosystems, wildlife and plants. Excessive noise interferes with sleep, communication, relaxation, and the full use of one's property. It

contributes to hearing impairment and a wide range of adverse physiological and psychological stress conditions, and it adversely affects the value of real property. Noise standards are not addressed across all land uses in Mariposa County. **We ask that the county develop noise standards for all uses to support the health and well-being of our citizens, wildlife, and to protect the full-use and value of real property.** See the recently adopted Madera County regulations and application for all uses - Madera County Noise Regulations.

NEW ACCESSORY USES

Finally, it is not yet clear to us which of the new Accessory Uses in the updated Development Code are required by the State or have been, otherwise, added to Mariposa County Code. With regard to: **12.52.040 Agritourism/Glamping; 12.52.070 Campgrounds; 17.52.200 Temporary Camping; 17.52.220 Temporary Occupancy of Travel Trailers, Recreational Vehicles, and Transportable Housing Units,** we understand certain value of these new uses and that that they must be addressed. We also recognize that they all hold potential for significant impact to the rural character of the county; overuse and high impact on our water and ecosystems; and negative impact to adjoining property use and values. **We advocate for a meaningful and thorough public and stakeholder engagement process, including an assessment of the impact of said uses on the conservation aspects of the General Plan, prior to moving forward on development and adoption of appropriate standards for these new high-impact uses.**

We believe it is critical to address these six (6) issues in order to ensure the health, well-being, and vitality of our community, to protect our ecosystems, flora and fauna, and to provide the rural lifestyle that we all enjoy *and expect* as residents of Mariposa County.

Accordingly, we request that county leadership direct staff to address these areas in the *2025 Mariposa County Development Code* update, to provide additional opportunity for community education and input, and to develop new Light/Rural Night Skies and Noise ordinances for all uses in the county. This will ensure the health, well-being and vitality of our communities, citizens, resources, ecosystems, and rural lifestyle. We are committed to supporting these processes at all levels.

Thank you for your work to build these foundational building blocks upon which the ongoing health of our much-loved community will be built!

Very sincerely,

Peggy Moore, Vice-President, Mariposa County
Central Sierra Chapter, California Native Plant Society



David Campbell, President
Central Sierra Chapter, California Native Plant Society

We are dedicated to protecting California's native plants and their natural habitats, today and into the future, through science, education, stewardship, gardening, and advocacy.

7/17/2025

Dear Planning Commission and Mariposa County Board of Supervisors,

I live in Midpines and am writing to express my concerns and comments regarding the proposed updates to the Mariposa County Development Code. After renting in the area for 10 years, I was fortunate to finally find and afford housing here with my fiancé, something that has become increasingly difficult for many locals. I have serious concerns about how the proposed changes in the development may impact the rural character of Mariposa. Our town's charm lies in its historic, rustic, and scenic qualities, the same qualities that make it such a special and beautiful place to live.

The 2006 General Plan did an excellent job identifying actions necessary to preserve Mariposa's rural identity, including the protection of our natural landscapes and resources. Any amendments to the development code should be approached with great caution and scrutiny to ensure they remain consistent with the General Plan's clear goals: to safeguard Mariposa's landscape, heritage, and environmental integrity.

Certain changes to the development code will impact the rural scenic and historic character of Mariposa, and below I clearly map out my concerns concisely as I've bulleted them for ease of reading. I want my public comment to be carried throughout the meetings, discussions, and analysis process with the Mariposa Planning Department and Planning Commission.

Setbacks

Sufficient setbacks from property lines, creeks, lakes, and scenic corridors help preserve the rural character of Mariposa County.

Scenery and rural character

- The setback being slashed to a 6th of its original distance, from 25 ft to 4ft will change the density and the concentration of development that is antithetical to rural living scenery.
- Setbacks serve both aesthetic and functional purposes, including:
    - Visual preservation of the countryside.
    - Free flood mitigation (1 acre of floodplain can hold up to 1 million gallons of water) NFIP Floodplain Management Requirements

Free protection from flood damages

- Evident increases in flood frequency via changes in weather and climate have resulted in catastrophic flooding in communities. In July 2025 alone, flash floods have resulted in severe and fatal damages in Texas, New Mexico, New York, New Jersey, South Carolina, and Illinois)

- Since Mariposa County does not participate in the FEMA National Flood Insurance Program, setbacks are even more critical to mitigate flood risk.
- Preserving natural floodplains is essential to protect homes, buildings, and water resources – as many Mariposa residents rely on their groundwater wells for water supplies. Reducing runoff with slow water down to help recharge groundwater supplies, prevent flood risks and protect water quality.

Protect human health and valuable livestock

- Maintain setback requirements for stables and pens (e.g. retain §17.30.040F(2)) for:
  - Human and animal safety
  - Protection of water resources from animal waste
- Animal waste near water sources creates point-source pollution, threatening:
  - Water supplies
  - Recreational and mining areas as people wade in creeks for gold
  - Public health through waterborne diseases
- The domesticated animals in Mariposa are a foundation to the history and economy of the area. Mariposa residents value their animals (chickens, goats, pigs, dogs, horses, etc.), and ensuring their distance away from vectors of disease and illness supports local culture and well-being.

Dark Skies

- A defining feature of rural life is the ability to view a clear, star-filled night sky.
- Preserving Mariposa's night sky requires maintaining downward-facing lighting standards.
- These lighting requirements should apply not only to commercial properties but also to residential ones.
- Reducing light pollution is key to protecting the rural character of the region.
- Proposed updates to the development plan should extend Outdoor Light and Glare standards to residential areas.
- Retain applicability of 17.46.040 AS IS in the 2006 plan "Applicability. The standards established in this Chapter shall apply to all new development applications. The standards shall also apply to all existing and proposed vacation rental applications and bed and breakfast uses and applications." This should be written to include residential development.

Housing

Section 3.2.10 of the 2006 General Plan is titled "Home Ownership is a Priority." This is an important tenant I think should be revisited with every decision in the development code in ch

- The proposal to change to 17.52.060 Adding a 'transient occupancy certificate' to be retained with the ownership transfer of short-term rentals, commodifies the vacation rental supplies (like taxi cab tokens in NYC), and will have wide-ranging economic, social, and regulatory consequences including, but not limited to:
    - Artificial inflation of property values: When short-term rental permits become highly profitable or tradeable, investors may treat them as assets, driving up real estate prices.
    - Barrier to entry for local buyers: Locals are priced out as speculative buyers prioritize rental returns over residency.
    - Unequal access: Wealthier individuals or corporations can buy up multiple properties, consolidating permits and profits—limiting opportunities for local families.
    - Loss of community cohesion: As homes turn into transient rentals, fewer full-time residents live in neighborhoods, weakening community ties.
    - Strain on infrastructure: Services like water, trash, roads, and emergency response get stressed by tourist volumes, especially in small towns.
    - "Hotelization" of neighborhoods: Homes function more like businesses, often without the same oversight or standards as hotels.
    - Speculative markets are hard to unwind: If permits are bought and sold like assets, it becomes politically and legally difficult to revoke or reduce them later.
    - Administrative burden: Tracking, taxing, and enforcing compliance becomes costly and contentious.
    - Undermines local policy goals: Commodification may directly conflict with General Plan objectives, such as promoting homeownership, rural character, and resource conservation.
    - Treating vacation rental permits like tradeable assets risks shifting housing from a community resource to a speculative investment tool.
    - This can destabilize local housing markets, weaken regulatory flexibility, and undermine long-term sustainability goals.
- Concerns:
    - Short-term rentals compete with local residents looking for long-term housing.

    - They also compete with local hotels and long-standing hospitality businesses, reducing their occupancy and economic viability.

- Suggested Action:
    - Retain or consider reducing the 10% cap on short-term rentals to protect community housing stock.
    - Prevent the administration or transfer of Transient Occupancy Certificates to non-immediate family members.

Thank you for your attention and consideration of my concerns. I love living in Mariposa County and while I understand the challenges to keep the development code current with modern lifestyles, I want to emphasize the value and merit in retaining the current code to preserve our landscape's rural character, natural scenery, and country quality of life. This can be accomplished all while protecting our communities, structures, and natural resources.

Sincerely,

Anna Puchkoff

Resident of Mariposa County, in Midpines.

anna.puchkoff@gmail.com

Mariposa County

http://www.mariposacounty.org/

PLANNING DEPARTMENT

AVA BURNS	**CHAIR**
JEANETTA PHILLIPS	**VICE CHAIR**
ABBY MILLER	**SECRETARY**
CARA GOGER	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE McCRORY	**MEMBER**
ERICA WOLFSEN	**MEMBER**

FINAL MINUTES OF THE **CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)**

July 21, 2025 (Approved 8/18/25)

1. Call to Order and Roll Call

Meeting was called to order by Chair Burns at 12:03pm.

Present: Ava Burns, Jeanetta Phillips, Abby Miller, Xavier Dubois, June McCrory, Erica Wolfsen

Excused: Gail Dreifus, Cara Goger

Staff: Will Fassett

Guests: None

2. Approval of Minutes

a. Meeting of June 16, 2024

There was no quorum from the previous meeting to approve the minutes so the approval of the June minutes will be on the August 18th agenda.

3. Public Comment on Non-Agenda Items

Fassett brought up a $50,000 grant from T-Mobile for small towns. Fassett thought there were projects in the community that would be well suited for this grant, such as an art project on the Frost Shop or adding AC to the Mariposa Park Amphitheatre.

4. Project Updates:

a. *MCACI Artist in Residency Program* Planning Project

No updates at this time.

5. Committee Business:

a. Progress Report from the Public Arts/Creative Placemaking Database Ad-Hoc Committee (CPS Program #9)

No major updates at this time. The members of the Ad Hoc committee are still finalizing the data and working with County GIS staff to create a map.

b. Update on the Frost Shop Site Activation from Xav Dubois (CPS Project #3)

The parking issue is almost resolved as the neighboring property owner has agreed to lease their property for parking. Dubois is waiting for the County to approve this new plan for parking.

Wolfsen asked about the possibility of musicians in this space. Dubois indicated that there is work being done to address requests like this and stick to the conditional use permit for the site.

Dubois is working on the final costing for vendors to use the space. Currently, the cost is $15 a day. Spots can be reserved at managemymarket.com, and people can explore the different vendor plans. Vendors will also be able to upload any licenses, permits, etc.

c. Create an Ad-Hoc to Establish a Process for Reviewing and Approving Public Art Projects

The members of the Ad Hoc committee are Gail Dreifus, Cara Goger, Jeannetta Phillips, and June McCrory have offered to be on this ad hoc committee.

6. Future Agenda Items

No items requested. Burns reminded the members and the public to submit any agenda items to the Planning Department at least a week before the next meeting which will be on August 18th.

7. Adjournment

Burns adjourned the meeting at 12:35 PM.

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 (Approved 8/22/25)
AUGUST 8, 2025

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:03 A.M.

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 Smith 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. Approve the July 18, 2025 Planning Commission Minutes

By motion of Commissioner McCamman, seconded by Commissioner Smith, the Planning Commission approved the minutes of July 18, 2025, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner McCamman
NOES: None

ABSTAIN: Commissioner Herman
EXCUSED: None

E. Public Hearing

1. PUBLIC HEARING: Resolution to approve Amended Conditions Application No. PLAN-DIS-2025-00022, to amend the conditions of approval and site plan for Conditional Use Permit No. 231; Brian Fulce, Applicant and Hardick Mahant, Owner; Assessor Parcel Number 013-130-028.

Engfer introduced the project and presented the project with a PowerPoint presentation. Engfer noted that the applicant was requesting to amend the conditions of a conditional use permit number 231 (approved in 1992) to allow for the addition of a 2,000 sq. ft. area for residential use that consisted of a concrete patio, pergola, turf area, hot tub, and retaining wall at property address 5001 County Park Road, Mariposa. No other changes were proposed to the conditions, except memorializing the existing decks. Engfer then recommended that the Commission adopt a resolution approving Amended Conditions Application No. PLAN-DIS-2025-00022 with findings and conditions, including a finding that the project is exempt from environmental review.

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Commission adopted a resolution to approve Amended Conditions Application No. PLAN-DIS-2025-00022 with findings and conditions, including a finding that the project is exempt from environmental review to amend the conditions of approval and site plan for Conditional Use Permit No. 231; Brian Fulce, Applicant and Hardick Mahant, Owner; 5001 County Park Road, Mariposa, CA 95338; Assessor Parcel Number 013-130-028. Motion Passed.

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

F. Discussion and Actions

1. **Discussion and Action on the Draft Development Code Update, Articles 6, 7, 8 and 9, Zoning Ordinance Articles**

Engfer informed the Commission that public comments were received regarding yurts and alternative housing types and that those comments have been provided to the Commission and were available to the public at the back table. Engfer also shared that during communication with the public commentor, a recommendation was made to consider local adoption of Title 25, which would permit alternative housing types. Engfer noted that the 2025 Building Code Update draft is currently underway, which included a recommendation to adopt Title 25, per the Interim Building Director Corrina Miranda. Engfer noted that the draft should be available October 2025.

Baggett proposed including the 2025 Building Code Update draft as a presentation or information item in the October agenda, noting its relevance to the Commission's purpose and housing related goals.

McCamman stated that there was no reason why yurts should not be included in the list of housing types. Engfer explained the criteria planners consider when reviewing plans from a zoning perspective and noted that staff has an opportunity to develop language that aligns consistently throughout the zoning code in support of this purpose.

Before the Commission began reviewing the Articles, Baggett offered a general comment noting that "workforce housing" has a definition but could not locate it through a standard search. He proposed using the language provided by the Yosemite Conservancy in its January 2025 public comment to define workforce housing and suggested applying the zoning code to areas within a Town Planning Area (TPA) without an adopted area plan, such as El Portal, Midpines, Yosemite West, Wawona, Fish Camp, etc.

There was a consensus from the Commission to approve Baggett's proposal to include language from the Yosemite Conservancy to workforce housing definition and apply that zoning code to areas with a Town Planning Area.

Engfer responded to Baggett's proposal, noting that workforce housing is referenced in the PUD (Public Use Development), but regarding the additional code language recommended by the Yosemite Conservancy, staff will review and bring forward applicable code amendments for the specific planning areas and County wide. Engfer also provided further information on special plan areas, community plan areas, and town plan areas, including current code provisions and zoning related to Town Planning Area zones (TPAZ).

The commission addressed Article 6 – Nonconforming Uses, Structures, and Paracels:

Page 58, Chapter 17.90 – General Nonconforming Provision, 17.90.010 – Purpose and Intent: Baggett noted that language in Item A – "Purpose" and Item B – "Intent" was confusing to read as the language was vague and expressed that he did not understand why the language was needed. Baggett proposed striking Item A – "Purpose" and Item B – "Intent". After discussion, Engfer noted that staff will review the content for consistency and develop clearer language.

Page 62, Chapter 17.94 – Nonconfining Structures, 17.94.010 – Continuation of Legal Nonconforming Structures, Item A – Changes to a Nonconforming Use: McCamman recommended to strike #2 paragraph from Item A as the Commission's purpose and intent was to increase housing. Baggett concurred with McCamman and questioned where the 50% noted in the sentence came from. Engfer clarified that the goal was to provide opportunity for expansion, allowing additional density but when at the max density then it would fall under nonconformity. After discussion, Engfer noted that staff will review the language for the housing units and revised the language.

Page 59, Chapter 17.90, 17.90.020 – Establishment of Legal Nonconforming Status, Item C – Director's Determination, item 5: Baggett provided an editorial comment regarding the Commission being consistent regarding fees for appeals and wanted to ensure consistency was met.

Page 62, Chapter 17.94 – Nonconfining Structures, 17.94.020 – Destruction of Legal Nonconforming Structures, Item A – May be Restored: Baggett raised a question about the 36-month timeframe referenced in the statement: "Any restoration or rebuilding which occurs after 36 consecutive months of the destruction date, or after an extension date, shall comply with existing Development Code requirements," noting that the permitting process can sometimes take longer. Engfer clarified that the 36 months period is part of the current code and explained the rationale behind it. Engfer also advised that the Commission has the option

to propose a code amendment. Following discussion, McCamman suggested extending the timeframe to 5 years instead of 3 years and emphasized that the key issue was whether there should be any limitation at all. Bagget noted that on Page 63, 17.94.404 – Discontinuance of Legal Nonconforming Structures, Item A and Item B, have 36 consecutive months as well and suggested changing to 5 years to be consistent with Legal Nonconforming Structures on page 62.

Engfer acknowledged the Commission direction to amend from 36 consecutive months to 5 years and highlighted that there was restrictive nonconforming language in current code in the Scenic Highway Overlay that will limit to a lesser timeframe and suggested to amend to 5 years as well.

Resident, Ken Melton provided the following public comments to Article 6:

- Page 64, Chapter 17.96, 17.96.020 – Modification of Legal Nonconforming parcels, Item A – Subdivision of Legal Nonconforming Parcels and Item B – Development Standards: Melton suggested to strike Item A but keep Item B.
- Page 65, Chapter 17.96, 17.96.020 – Modification of Legal Nonconforming Parcel, Item C – Minimum Parcel Size Standards, #1: Melton suggested striking a part of the sentences that's in purple that states, "or the modification of an existing substandard parcel to increase its nonconformity." After discussion, Engfer noted that staff will amend the sentence and add additional language instead of striking the language proposed by Melton.
- Page 65, Chapter 17.96, 17.96.020 – Modification of Legal Nonconforming Parcel, Item C – Minimum Parcel Size Standards, #2: Melton questioned what code this paragraph was referencing and suggested that this paragraph should be removed.
- Page 60, Chapter 17.92 – Nonconforming Uses, 17.92.010 – Legal Nonconforming Uses, Item D – Abandoned or Discontinued: Melton noted that this item was a duplicate.

Page 65, C – Minimum Parcel Size Standards, Item 4: Bagget expressed disapproval of special districts being exempt from zoning regulations, stating that public entities should be held to the same zoning standards as a private sector. Engfer provided clarification, then noted that staff will review for clarity and seek relevant state law to reference.

Resident, Ken Melton continued providing the following public comments to Article 6:

- Page 61, Chapter 17.92, 17.92.030 – Continuation and Maintenance, Item A – Existing Uses: Melton noted that Existing Uses was a duplication of page 60, 17.92.010, Item D and Item F1.
- Page 63, Chapter 17.94, 17.94.040 – Discontinuance of Legal Nonconforming Structures, Item A and Item B: Melton noted that this was the same scenario as his previous comment regarding duplication.

Bagett called the meeting to recess at 10:08 A.M. and reconvened at 10:16 A.M.

Before addressing Article 7 – Permit Processing Procedures, the Commission and staff discussed the turnaround time for the new Tyler Permitting System as McCamman wanted to ensure that this comports with the Tyler System process and that the timelines are consistent with existing timelines requiring actions within 30 days. Engfer confirmed that the initial application processing takes 30 days and explained the timing of public hearings. McCamman asked if the process was fair, prompting Engfer to provide examples and explain CEQA code criteria pertaining to applications. Baggett inquired about an appeal process for application completeness, and Engfer clarified that technical completeness is reviewed within 30 days, with a six-month goal for the initial study. Baggett expressed frustration with delays in obtaining building permits and called for a more efficient process.

McCamman provided a general comment noting that the goal in going through this process has been to enhance the applicability of plan development permits to allow for workforce housing, temporary housing, and mechanisms for people to get things done; specifically, in planned unit development or planned development permits for providing conservation lands the ability to conserve while developing.

Page 92, Chapter 17.106, 17.106.020 – Applicability, E – Modify Standards, #1: The last sentence in the paragraph that states: "Changes to the allowed density or intensity of the property shall require a General Plan and/or Zoning Map Amendment", McCamman stated that he was unsure if this sentence was consistent with the Commission's goal of having a plan development permit.

Baggett recommended removing the term "shall" from the sentence and highlighted that what was written doesn't match Engfer's explanation. Engfer noted that staff will review language to make it clearer, then referenced the California Government Code Section 65915 that meets the density bonus allowances on item #3.

Page 92, Chapter 17.106, 17.106.020 – Applicability, E – Modify Standards, #3: McCamman recommended that staff include fire safe standards to the paragraph.

Page 83, Chapter 17.102, Item 1e – Application Filing and Determination, Gray noted that this sentence "There are no outstanding violations on the property which need to be corrected prior to application acceptance" should be stricken.

Page 97, Chapter 17.108 – Reasonable Accommodation, 17.108.020 – Applicability: Baggett discussed the concept of reasonable accommodation and recommended that staff include language that extends beyond disabilities to also encompass low-income individuals.

Page 107, Chapter 17.110, 17.110.404 – Issuance of Other Required Permits and Approvals, Item D: Baggett questioned whether the term "Building Official" should be replaced with :Planning Director" in the sentence stating that "the Building Official shall make a determination that the proposed structure(s) is in compliance with the approved Design Review."

Under application filing and process, McCamman addressed challenges related to temporary use for workforce housing, specifically the inability to provide seasonal housing for employees in concentrated areas. He recommended that workforce housing be explicitly included as an allowed temporary use. Engfer responded that staff can refer to Article 4 to support this request, as workforce housing is already addressed there, and therefore does not need to be added to Article 7.

Resident, Ken Melton provided the following public comments to Article 7:

- Page 81, Chapter 17.102, 17.102.070 – Filing Fees and Requirements, C – Refunds and Withdrawals, #1: Melton addressed the use of the term "consultant time" in the sentence, questioning its inclusion since consultants are hired by the applicant, not the County. He recommended removing the term, noting that it is too vague.
- Page 87, Chapter 17.104, 17.104.060 – Findings and Decision, Item B – Conditional Use Permit Findings, #1: Melton noted that the sentence was undefined and expressed concerns about the County potentially infringing on property rights and use. He recommended that the sentence be removed. Engfer noted that staff will review the General Plan for language.

- Page 91, Chapter 17.106, 17.106.010 – Purpose and Intent, Item C – Meet County Expectations: Melton recommended that this sentence be removed as it was too vague. The Commission concurred with Melton.
- Page 93, Chapter 17.106, 17.106.060 – Finding and Decision, Item #2: Melton recommended removing the language, stating that it included too many unnecessary items. Engfer responded that staff would review the list and retain only what is appropriate.
- Page 101, Chapter 17.110 – Design Review, 17.110.010 – Purpose and Intent, Item B – Intent, #2 and 4: Melton noted that the sentence for #2 and #4 cannot be defined and should be removed.

After discussion, the Commission's consensus was to keep Item B – Intent, but move the language in #1 to Item B – Intent sentence, and remove #2 to #5.

- Page 104, Chapter 17.110, C- Scenic Highway Overlay Zone (SH): Melton called attention to this section without referencing a specific item and expressed interest in reviewing a copy of the Scenic Highway Law as enacted by the State. Engfer responded that the local adoption would be applied at the county level and that staff would review the State law for any differences, giving the Commission an opportunity to propose amendments if needed.
- Page 105, Chapter 17.110, Item D – Rural Economic Land Use Classification Design, 3 – Application Processing Procedures, #b: Melton questioned the sentence used as the Planning Director makes the determination. Engfer provided clarification regarding the Design Review process and noted that the procedural steps can be removed.

After discussion, the Commission's consensus was to remove the procedural steps ("a" through "e") from Item D3 – Application Processing Procedures.

- Page 107, Chapter 17.110, Item d – Landform Grading: Melton recommended removing the second sentence in the paragraph as there was not a definition for it. Baggett noted that there was a definition for this in Article 9.

After discussion, the Commission's consensus was to remove the second sentence from the paragraph.

- Page 110, Chapter 17.112, 17.112.020 – Definitions and 17.112.030 – Applicability, Item A – Shor-Term Activities: Melton noted that the sentences in Item A, was redundant as it was used in 17.112.020 – Definitions and recommended for staff to remove the sentence from one of the items to reduce redundancy.
- Page 111, Chapter 17.112, Item 2 – Allowed Temporary Uses: Melton asked for clarification regarding Non-exempt temporary uses from staff and recommended for staff to use the term "allowed" instead of "non-exempt".
- Page 115, Chapter 17.112, 17.112.090 – Conditions of Approval, Item B – May Impose Conditions: Melton recommended adding the term "allowed" before Temporary Use Permit application.
- Page 118, Chapter 17.114, 17.114.010 – Purpose and Intent, Item A – Purpose: Melton recommended to include "is substantially conforms to the Development Code of the particular zone" in place of "where it is found that practical difficulties." After discussion regarding a variance, no changes were made.
- Page 120, Chapter 17.114, Item C – Required Findings, #1: Melton noted that the same language used for Item A – Purpose, on page 118 should be used to #1 regarding a variance.
- Page 122, Chapter 17.116, 17.116.020 – Applicability /Permit Requirement, Item C – Zoning Clearance Process Procedures, #1: Melton raised the topic of zoning clearance and stated that he was unfamiliar with what a zoning clearance application entails. Engfer clarified that a Planning application for Zoning

Verification exists and requires staff time to process. Melton suggested including clarifying language. Engfer agreed, noting that staff will provide it.

- Page 124, Chapter 17.118, 17.118.020 – Application and Processing Procedures, Item A – Pre-application Meeting: Melton noted that the sentence was not clear.
- Page 125, Chapter 17.118, 17.118.030 – Demolition Permit Findings: Melton spoke about the Design Review and noted that this term should not be used in demolition. Staff will include HSRPC (Historic Sites & Records Preservation Commission) in the language in place of Design Review.
- Page 132, Chapter 17.120, 17.120.110 – Notifying County Assessor-Recorder: Melton asked for clarification regarding notification of the County Assessor-Recorder's Office. Engfer explained that the office is notified when there is a change in zoning use, as tax requirements vary depending on the type of zoning applied to a parcel

Baggett noted that Article 8 will be reviewed at the August 22, 2025 meeting.

The commission addressed Article 9 – Definitions:

Resident, Ken Melton provided the following public comments:

- Page 170, Ken noted that the Commission had previously directed staff to remove the term "Approach Surface" from the definitions, but it was not removed.
- Page 188 – Park Model Trailers: Ken recommended to remove the term "Model" from Park Trailer

McCamman recommended using the definition from the State law for Park Trailer.

- Page 189: Melton noted that the term "Primary Surface" should have been removed from the definitions, but it was not removed.
- Page 190 – Public Street: Ken noted that the term "Public Street" should be changed "Public Road" as it covers all types of roads in the definitions.
- Page 198: Melton noted that the term "Transition Surface" should be removed. Engfer noted that staff will review and if the term isn't required for land use, then the term can be removed.

Marilyn Saunders, a resident in a town planning area, expressed concerns raised to her after the French Fire, emphasizing the need for a plan requiring more than one evacuation route for any subdivision. She noted that the Campbell Tract currently has only one exit

G. Commissioner Reports

None.

H. Information Items

None.

I. Future Agenda Items

- 2025 Building Code Update Draft (October 2025)
- August 22, 2025 - Information Item presented by Sarah Dasilva (public commentor regarding yurts and alternative housing options)
- August 22, 2025 – Review Article 8
- August 22, 2025 – Include Marilyn Saunders public comment to the Subdivision discussion

J. Adjournment

There being no further business the meeting was adjourned at 12:02 P.M.

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.

Mariposa County
Planning Department

Steve Engfer
Planning Director

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

sengfer@mariposacounty.org

MEMORANDUM

Date: August 8, 2025
To: Planning Commission
From: Steve Engfer, Planning Director
Topic: Public Comments Received After Packet Distribution

Public comments were received from the following:

- Genny Goldsher
- Julia Wignall
- Jennifer Han-Holbrook
- Joy Baccei
- Sara Dasilva

From: Genny Goldsher <gennygoldsher@yahoo.com>

Subject: Rigid Wall Yurts

Date: August 2, 2025 at 10:04:53 AM PDT

To: rsmallcombe@mariposacounty.org

Hi there,

I wanted to suggest that Mariposa County take a look at pre-approving Living Intent Yurts as an ADU option. Their Rigid Wall Yurts are already approved in places like Nevada, Napa, Mendocino, Santa Clara, and Humboldt counties, and they meet all the necessary codes for energy, structure, and wildfire safety.

These yurts are a cool mix of solid, stick-built durability and the simple setup you'd expect from a yurt. With ready-to-go engineering plans and a cost around $50,000, they're a great alternative to mobile homes—especially for folks with lower incomes who still want something safe and long-lasting on their land.

Hope you'll consider adding them to the list of approved ADU types in Mariposa!

RECEIVED
AUG 04 2025
Mariposa County Planning Department

From: Julia Wignall <nishjulia@gmail.com>

Subject: Yurts as an ADU option

Date: August 2, 2025 at 8:22:24 AM PDT

To: rsmallcombe@mariposacounty.org, jkiser@mariposacounty.org

I am in support of allowing Mariposa County to pre-approve Living Intent Yurts as an ADU option. Their Rigid Wall Yurts are already permitted in counties such as Nevada, Napa, Mendocino, Santa Clara, and Humboldt, and meet all relevant energy, structural, and WUI fire safety codes.

These code-compliant structures combine the durability of stick-built homes with the simplicity of yurt assembly. With pre-approved engineering plans and a price point around $50K, they offer an affordable, high-quality alternative to mobile homes—especially for low-income landowners.

With housing crises issues in this county adding Yurts will help offer additional housing options for employees of Mariposa county to live in. They are great for adding additional space for a property as an office to work out of, make into a hobbie room or use as an extra guest room. These Yurts not only function well but are also astheticaly pleasing in fitting in with the look and feel of our outdoorsy Mariposa/Yosemite community. Your neighbor will not be embarrassed to live next door to you.

Please consider including this proven option in Mariposa's pre-approved ADU types.

Thank You - Julia Wignall

RECEIVED

AUG 04 2025

Mariposa County Planning Department

From: Jennifer Hahn-Holbrook <jhahnholbrook@gmail.com>

Subject: Pre-approval for AUD yurt

Date: August 1, 2025 at 9:30:37 PM PDT

To: rsmallcombe@mariposacounty.org, jliser@mariposacounty.org

Hello,

I'm a resident of Mariposa and I wanted to write to ask Mariposa County to include Living Intent Yurts as a preapproved ADU option. These structures are very nice, safe and a more affordable option for people wanting to increase the livable housing on their property.

Thanks so much for your time and please let me know if you have any questions.

Jennifer Holbrook

RECEIVED

AUG 04 2025

Mariposa County Planning Department

Sophea Craighead

From: Sara Dasilva <sara@livingintentyurts.com>
Sent: Thursday, August 7, 2025 10:00 AM
To: Steve Engfer
Cc: Joy Baccei; Ben Goger; Sarah.Williams; Art Baggett; Rosemarie Smallcombe; Jennifer Kiser; Genny Golsher; Julia Wignall; jhahn-holbrook@ucmerced.edu; Ninette Daniele-Castillo; Sophea Craighead
Subject: Re: Follow-Up Public Comments for Upcoming Planning Commission Meeting

You don't often get email from sara@livingintentyurts.com. Learn why this is important

Hello Steve,

Thank you for confirming you will include Joy's comments in the meeting tomorrow and to Joy for the introduction.

We have paved the way to an affordable, financeable + permit ready prefabricated home option here at Living Intent. If you were able to include our structure on your Pre approved roster for habitable dwellings, that would be great! I do not think it would be 100% necessary to have our units approved in your county, however. As you can see in the attached links, we provide a generic set that offers the structural information for each diameter as well as the foundation. The title 24 information has already been evaluated as well. Nevada county has issued permitting for our structure for a habitable dwelling already and can be used as reference to what is possible.

We have an inhouse draftsperson that works with each client to customize the habitable structure's interior build out and site specific planning elements to submit to the county for review. We also are building a library of layouts / pre approved plan sets to offer to new clients. These designs can be used for primary and auxiliary dwelling units. We offer designs and upgrades to support seismic, wind and snow load for most all locations in CA.

It is my recommendation that Mariposa county adopt title 25 to pave a smoother path for community members to complete a more affordable "owner build" to permit with the county's approval.

If you would like for me to schedule a time to present the information to your group tomorrow during the meeting, please let me know the best time to call in and if you would like to present a quick set of slides to illustrate the information. I can provide a few images of the finished product to add to that presentation.

If a standard short public comment is all that is available, I would be happy to be on the record in that way, but believe there may be follow up questions from your group that this would not allow time for, so scheduling in time for me at the next meeting may be best.

Thank you,

On Thu, Aug 7, 2025 at 8:29 AM Steve Engfer <sengfer@mariposacounty.org> wrote:

> Hello,

Thank you for the comments.

We will be sure that the Planning Commission receives the comments for their meeting tomorrow.

Steve Engfer, Planning Director

LAFCo Executive Officer
Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street
Mariposa • CA • 95338
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ONLINE PERMITTING SYSTEM NOW AVAILABLE

Effective 12/9/24 all Mariposa County Building Permits, Environmental Health Well & Septic Permits, Planning Applications will be processed using the new Mariposa Development Services Permit Center System.

You can submit applications online from wherever you are! OR You can submit at Development Services front counter and we will help you submit your permit applications with the new system.

We are here to help! If you have questions, just give us a call or e-mail using the contact information below. We encourage appointments to assist you better so just let us know if you would like to set an appointment. Applicants may experience processing delays in the first few weeks after initial implementation.

Thank you for your patience during this time.

CLICK HERE TO GET STARTED!

If you need assistance using the system, please contact:

Building Department 209-966-3934 building@mariposacounty.org

Environmental Health Department 209-966-2220 eh@mariposacounty.org

Planning Department 209-966-5151 planningdept@mariposacounty.org

From: Joy Baccei <joy.baccei@gmail.com>
Sent: Thursday, August 7, 2025 7:41 AM
To: Steve Engfer <sengfer@mariposacounty.org>; Ben Goger <bgoger@mariposacounty.org>; Sarah.Williams <sarahwilliams@mariposacounty.org>; Art Baggett <baggett.art@gmail.com>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>; Jennifer Kiser <jkiser@mariposacounty.org>
Cc: Sara Dasilva <sara@livingintentyurts.com>; Genny Golsher <gennygoldsher@yahoo.com>; Julia Wignall <nishjulia@gmail.com>; jhahn-holbrook@ucmerced.edu; Ninette Daniele-Castillo <ninettedaniele@gmail.com>
Subject: Follow-Up Public Comments for Upcoming Planning Commission Meeting

Hello All,

Unfortunately, I will be unable to attend this Friday's 8/8 Planning Commission meeting. However, I wanted to follow up with more information and comments for your consideration.

Those of us who submitted public comments (cc'd) are united in the shared goal of increasing access to affordable, permitted dwelling options in Mariposa County that are also aesthetic and in line with our mountain community. To that end, we are advocating for two key actions:

1. **Pre-approval of stick-built prefab round houses** as a permitted Accessory Dwelling Unit (ADU) option.
2. **Adoption of Title 25 amendments in Mariposa County**, allowing these dwellings to serve as an affordable and code-compliant housing solution for residents.

Sara DaSilva from Living Intent Yurt Company (cc'd) has kindly offered to join the meeting virtually to briefly present and answer questions about the prefab "round houses" (also referred to as "round cabins"). These homes are designed to meet California Title 24 habitable space code requirements and are currently code-compliant in counties across the state.

Attached are several supporting documents that demonstrate how these homes have already been permitted elsewhere, such as in **Nevada County** under Title 25, without the need for additional stamped structural calculations:

- Sample plan sets for:
    - **24' unit** – commonly used as an ADU
    - **32' unit with loft** – often used as a primary residence
- Title 24 vs. Title 25 comparison information
- Title 25 submittal checklist

These materials highlight that these prefab round homes are not only structurally sound but also energy-efficient and suitable for a wide range of California locations.

Thank you for your time and consideration. I look forward to hearing the outcomes of the meeting and continuing this important conversation.

Respectfully,

Joy Baccei

Midpines, CA

On Thu, Jul 24, 2025 at 11:32 AM Steve Engfer <sengfer@mariposacounty.org> wrote:

> Hello,
>
> We have received your public comment and will provide to the Planning Commission.
>
> The next Planning Commission meeting for the Development Code is on August 8, 2025 at 9 am.
>
> The Planning Commission agendas are typically published a week preceding the meeting date here: https://www.mariposacounty.org/2792/Agendas-Minutes
>
> Also, for additional information on the Development Code project here is the web page link:
>
> https://www.mariposacounty.org/2904/Development-Code-Update-Project
>
> Thank you.
>
> Steve Engfer, Planning Director
>
> LAFCo Executive Officer
> Mariposa Planning
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> Mariposa • CA • 95338
> (209) 742-1250 • FAX (209) 742-5024
> www.mariposacounty.org/planning
>
> ---------- Forwarded message ---------
> From: **Joy Baccei** <joy.baccei@gmail.com>
> Date: Thu, Jul 24, 2025 at 8:42 AM
> Subject: Public Comment: Support Pre-Approval of Living Intent Yurts as ADUs in Mariposa County
> To: Art Baggett <baggett.art@gmail.com>

Hello,

I'm writing to urge Mariposa County to pre-approve Living Intent Yurts as an ADU option. Their Rigid Wall Yurts are already permitted in counties such as Nevada, Napa, Mendocino, Santa Clara, and Humboldt, and meet all relevant energy, structural, and WUI fire safety codes.

These code-compliant structures combine the durability of stick-built homes with the simplicity of yurt assembly. With pre-approved engineering plans and a price point around $50K, they offer an affordable, high-quality alternative to mobile homes—especially for low-income landowners.

Please consider including this proven option in Mariposa's pre-approved ADU types.

Sincerely,

Joy Baccei

Steve Engfer, Planning Director

LAFCo Executive Officer
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We are here to help! If you have questions, just give us a call or e-mail using the contact information below.

We encourage appointments to assist you better so just let us know if you would like to set an appointment. Applicants may experience processing delays in the first few weeks after initial implementation.

Thank you for your patience during this time.

CLICK HERE TO GET STARTED!

If you need assistance using the system, please contact:

Building Department 209-966-3934 building@mariposacounty.org

Environmental Health Department 209-966-2220 eh@mariposacounty.org

Planning Department 209-966-5151 planningdept@mariposacounty.org

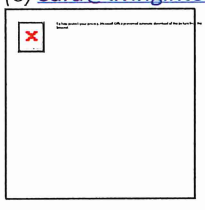
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"Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has"

Margaret Mead

--

Sara Dasilva | General Manager
Living Intent Yurt Co.
www.livingintentyurts.com
(p) 530-207-0749
(e) sara@livingintentyurts.com



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**

February 24, 2025 (Approved 6/16/25)

TIME: 12:00 P.M.
LOCATION: GOVERNMENT CENTER, UPPER FLOOR
BOARD OF SUPERVISORS CHAMBER
5100 BULLION STREET, MARIPOSA

Dial in by Phone (long distance charges may apply):
Phone +1 929-352-1921; Access Code: 248 374 22# (Press *6 to mute and unmute.)

Audio of the meeting streams on the internet but has a 1-4 minute time lag. Consequently, members of the public who wish to provide input from off-site are invited to do so by using the above call in line or by submitting written comments.

Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Department. In your subject line, please note the Merced River Trail Community Working Group and which agenda item you are commenting on.

1. Send written communication to: Mariposa County Planning Department
   PO Box 2039
   Mariposa, CA 95338
2. Send an email to: planningdept@mariposacounty.org
3. Drop off written communication at: Mariposa County Planning Department
   5100 Bullion Street, Lower Floor
   Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email, or Drop Off) please know that in order to ensure distribution to the Group prior to their consideration of the agenda and in order for your written comments to be placed into the record, it must be received prior to the end of the meeting.

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board's Office.

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 12:23 PM.

Present: Ava Burns, Jeanetta Phillips, Erica Wolfsen, June McCrory, Gail Dreifus, Xav Dubois

Excused: Kim Brisack, Jackie Baxton, Abby Miller, Cara Goger

Staff: Hannah Harrison

Guests: None

2. Approval of Minutes

a. Meeting of December 16, 2024

By a unanimous vote, the present CPSAC approved a motion by Phillips and a second by Wolfsen to approve the minutes as presented.

3. Public Comment on Non-Agenda Items

No Public Comment

4. Project Updates:

a. *Working Lands, Working Artists* Project

Erica Wolfsen provided an update on the completion of the "Ode to Honey" mural. Interpretive labels for the other artworks in Coulterville County Park are in progress, with QR codes linking to the Arts Council website for more information. The project is now complete, and the committee congratulated the team involved.

b. *Historic Preservation in the Present Tense* Project

Hannah discussed the ad hoc group's efforts to identify locations for temporary art installations, likely murals. The project is funded by the Our Town Grant from the National Endowment for the Arts and aims to update historic guidelines and establish a formal process for public art approval. Potential locations include the side of the volunteer fire department in Coulterville and a parking lot behind the Methodist church. The committee is exploring non-historic buildings in historic districts for art installations.

c. *MCACI Artist in Residency Program* Planning Project

There were no updates on this project.

5. Committee Business:

a. Election of Officers

i. Chair

Dubois and Goger nominated Burns for Chair. Burns accepted the nomination. By a unanimous vote, CPSAC re-elected Burns as Chair.

ii. Vice-Chair

Phillips nominated Wolfsen as Vice-Chair. Wolfsen accepted the nomination. By a unanimous vote, CPSAC re-elected Wolfson as Vice-Chair.

iii. Secretary

Burns nominated Miller as Secretary. Since there were no other nominations, the election for Secretary will be postponed until the next meeting.

b. Discussion on Any Issues Impeding Committee Effectiveness and Goals and Objectives for Next Year in Preparation for the 2024 Annual Report to the Board of Supervisors.

The committee discussed the preparation of the 2024 annual report to the Board of Supervisors. Members expressed the need for a clear document outlining goals and objectives for the next year. The importance of having a structured approach to public art and community engagement was emphasized.

c. Progress Report from the Public Arts/Creative Placemaking Database Ad-Hoc Committee (CPS Program #9)

Dubois provided an update on the progress of creating a public database of art installations. Committee members

were encouraged to contribute to a shared list of known public art installations. The goal is to synchronize this database with the county map and Google Maps for better public access.

d. Update on the Frost Shop Site Activation from Xav Dubois (CPS Project #3)

Dubois reported on the Frost Shop Marketplace, aiming for an opening on April 1st. Conditional use permits are under review, with no significant objections noted. Plans include food trucks, a tool lending library in collaboration with the local library, and community events. The project aims to support local economic development and provide a space for art.

6. Future Agenda Items

The committee will continue to include project updates on the Frost Shop and other ongoing projects in future meetings. Members were reminded to submit agenda items at least a week in advance.

7. Adjournment

There being no further business, Chair Burns adjourned the CPSAC meeting at 1:07 PM.

Respectfully Submitted by,

Xav Dubois, CPSAC Member

Fish Camp Planning Advisory Council Final
Minutes (Approved as Amended 7/26/25)
9:30 a.m., Saturday, May 3, 2025

A. **Call to Order and Roll Call** **Chair Brett Archer**

Members Present: Brett Archer, Robert Bassett, Jeff Cerioni, James Christian, Greg Farley, and Margaret Rolfe
Members Absent: Greg Baxter, William Reinhart, and Greg Royse

B. Welcome Guests **Acting Chair Archer**
Guests introduced themselves.

C. Approval of Draft Minutes
Minutes of the draft minutes of the January 25, 2025, were approved. Move: Rolfe moved, Bassett second. Archer and Farley abstained.

D. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the council: None.

E. Committee Business

1. **Discussion and Potential Action to Recommend Committee Dissolution to the Board of Supervisors**. Smallcombe: Conversation started with Wayne Forsyth 55 appointed boards, commissions and committees for 17k residents. Some are required by state law, some are discretionary. County required to create a general plan, part of general plan, there are 16 planning advisory committees and have been identified for 40 years. The 16 never made sense, for example, Jerseydale doesn't have an advisory committee and they have 450 residents, while Fish Camp does, and has fewer residents. The current general plan was created in 2006, at which time Fish Camp was added. There have been other communities that would like a council but none have been approved by the Board of Supervisors (ex. Yosemite West). Now, at the 20 year update of general plan, the County is reviewing the committees. Original purpose: Create a community plan. This has continued to occur with the various communities. Mid Pines, they voted to dissolve as a board appointed committee, but will continue to meet amongst themselves to identify projects to continue to better the community. The disadvantage of a board appointed committee, you must comply with the Brown Act; i.e., must have quorum; have to post the agenda at least 72 hours ahead of time; take minutes; post the minutes. If you don't have a quorum, everyone must leave in 10 minutes - you can't stay and talk amongst yourselves. Those

requirements go away if the council breaks away from the County's appointment. You can then make your own rules and bylaws. For Fish Camp, the community plan was adopted June 7, 1983, with the last change May 7, 2019. On the other hand, there's a lot of County staff support that goes into getting the meeting together. What benefit does the County as a whole get from having each council. Right now, it's just exchanging information and concerns, but that's not the purpose of the Board appointed council. Therefore, Supervisor Smallcombe is encouraging we vote to dissolve the advisory council and how to go forward to keep.

Christian: If we dissolve, do we diminish our voice? Answer: No, you can lean into your voice more without concern about complying with Brown Act. The Board still must understand and respond to our issues. Supervisor Smallcombe has some ability to influence other agencies. Currently, you can't send a letter to other agencies, or demand a person attend, instead, you have to ask the Board to send the letter, or ask the person to attend, i.e., letter to Caltrans or have Representative McClintock attend a meeting. If we were no longer a council, we could send a letter to the various agencies, or directly ask the person to attend. Christian feels we have a larger voice as a council and has concern that we only become individuals if we disband.

Guest: Concern we don't get many benefits from the County and disbanding will reduce what little we do get.

Question: Would it help to reduce number of meetings a year? The County doesn't have a full dollar value, but clerical $1,000, plus the weekend time, etc. for each attendee.

Other options: Ask to have an informal meeting and discuss anything they wish, not following an agenda.

David Holland Moritz - concern: Don't disband until we have a suitable replacement option. Supervisor Smallcombe: Purpose of planning committee or council, it's their job to understand the issues being raised in preparing a town plan; ideal world, speak for all others in the community. At this point, the council and County are not doing that work. It's really just list of updates from various entities. For example, we'll get an update on Silvertip today, but we can't take any action on anything because it's not on the agenda.

Current issue with Wawona: Park was to provide potable water to Wawona; but now they cannot commit because they are constrained by the state water resource board. Recommendation now: Form a committee to find alternate sources of water. They can do this since they are not a Board appointed advisory council. For

Fish Camp, if a specific issue comes to mind, we can form an issue committee to bring to Board.

Guest: We need a structure to keep community informed. Concern about being heard. Supervisor Smallcombe: We can have whatever formality or frequency we want. If you have a quorum at someone's house, you cannot discuss business because it violates the Brown Act. If County has townhall meeting, we can show up or write a letter to the Board of Supervisors and voice the issues of the community. Have more of a voice if not a council.

Community Member: He believes the only time his voice would be heard is to appear in person at a council meeting. What's the guarantee the members will be listened to when they cannot vote for the member because their residence is elsewhere. Supervisor Smallcombe: Her job is to take care of persons with interests and concerns in her district.

Brett Archer, as president of the Yosemite Gateway Partners: Not part of Brown Act, they meet monthly and have their voices are heard.

Discussion was had re: Zoom meetings to garner more attendance. Clerk of Board: County has taken the position there is not adequate close captioning for video, that's why they have phone conference.

Bassett: What is the time line? Who would help create the bylaws? Likes the idea of video meetings. High appraisal of Supervisor Smallcombe's responsiveness to his concerns. Rolfe: Is this a mandate to dissolve? Supervisor Smallcombe: There's a shortfall in the budget, larger than typical, so they are looking at ways to cut the budget and are they utilizing their resources in the best manner? Some boards, committees, council, are statutorily required. Beyond those, it becomes a question re: agreement of at least 3 of them (Smallcombe and 2 others) have to agree the County should play a role and extend staff resources to work with that community. In this instance, Supervisor Smallcombe candidly cannot argue that a meeting filled with updates from other departments is a good use of County funds. However, she would like to work with us to continue to develop alternatives for our community. She can report to the Board the council voted to dissolve with the caveat that the County support/assist in the transformation of the council into a group that better suits the community.

Glendenning: Referenced a report from 2022 that had our sunset date in August 2025. Smallcombe: That was part of a report back in the day that reviewed all 55 to bring order to all commissions, boards, and councils to review over a period of a time. It was not to dissolve, but to review and work with clerk to get a better

understanding as to who was actually operating and working. Current: How effective is each to justify the allocation of resources?

Motion was made (see below) and further discussion was had before vote:

J. Franklin: Wishes Mid Pines further in process so we could see how it's working for them. If we vote to dissolve, can we reinstate? Supervisor Smallcombe: Yes, you come to back to Board to be reinstated. However, well before we come to Board angry, please come to her and she will work to see what can be done.

Discussion was had about creating bylaws for an informal council. Response: Cannot have conversation about proposed bylaws if still a council because it violates the Brown Act.

K. Green: There used to be a Fish Camp Homeowner's Association: Did they have bylaws?

T. McGinty: Is there a time line? Supervisor Smallcombe: Commits to providing bylaws within a month if the council is dissolved.

B. Green: YCSD Yosemite Alpine Community Service District. They are an official Board, have always wanted to grow, it would be much stronger if there were more. But, they are limited by the Brown Act.

Bill Keller: Can we table vote to July? Smallcombe: How do we have the broad community buy in? If we are not dissolved, then communications need to be one on one; but dissolved, they can be group emails. If not happy by July, then we can decide which direction we need to go at that time.

Moritz-Holland: Asks that current council remains to spearhead the bylaw drafting.

Farley: Retired water resources engineer. Thought purpose was to work back and forth with County to work on specific and general plans. Thinks more discussion needs to be had before we vote to dissolve. Supervisor Smallcombe: The thing that drives the various communities are different. For some, it's the update of the Development Code which will then drive the General Plan; which will be updated and completed by end of June. They need to have discussions with the various communities and the Board needs to determine how to best have the discussion. However, there's no need for a formal council to have that discussion. Farley: Isn't this the forum? Smallcombe: Need more engagements and the Brown Act limits people's participation.

Bassett, moved to dissolve council with caveat that the County work with us to develop bylaws (which will include allowance of video meeting and voting electronically), meeting frequency, and structure. Motion seconded by Rolfe. After lengthy discussion: Vote: Yes by Rolfe, Bassett, and Archer; **No** by Farley, Christian, and Cerioni. **Tied, failed to pass. Will return on next meeting's agenda**.

2. **Discussion and Potential Action to Approve the 2024 Annual Report to the Board of Supervisors.** Rolfe moved, Bassett second, all approved.

F. **Silvertip Project Update. Brian** update on project: Highway 41 expansion to include turn lanes into project from each direction, Caltrans approval and starts this Monday. Single lane closure Monday through Friday 8-5 for 2-3 months. However, they have to reapply weekly. Small amount of work into the Post Office, and some private work - parking lot of old gas station and entrance of general store moved to Deli sign because current entrance is Caltrans. In summer or fall, additional grading will occur on the property.

Glendenning: Don't block access to post office. Old prospectus is still the plan. Any porta potty plans? That issue hasn't been brought up. He'll look into that.

G. **Ex-Officio Reports**

1. **USFS** — **District Ranger Daniel Tune, absent**
2. **CAL FIRE & Engine Co. 33** — **Chris Bernard, absent**
3. **Sheriff's Department** — **Sheriff Jeremy Briese, absent**
4. **NPS District Ranger** — **Heidi Edgecomb**
   a. Discussion on How Emergency Response by YNP Could Impact Fish Camp Resident Safety. Every day and response is different, so any traffic issues outside of the Park, etc. Community would like the Park to get the traffic in faster and off community streets. Heidi cannot respond to this, but reach out to the Park Superintendent. They recently received one hour notice of reservation system and had no input on the system. Everything is significantly delayed. Generally, seasonal employees start in April, but as of today, there is no start date. Supervisor Smallcombe has medical response data: 2020 and 2021 1 each and none in 22-24. County is responsible for emergency medical, they have contract with Sierra Medical in Oakhurst for ambulance and Tenaya can also respond. If Sierra is not available, YNP may respond.
5. **Caltrans-Hwy 41** — **Supervisor Bart Zahourek, absent**
6. **Department of Public Works** — **Director Shannon Hansen, absent**

7. District I Supervisor Rosemarie Smallcombe

County is going through their budgeting process and she believes it will be their thoughest one yet due to various factors. Road funding is a very large part of the discussion, $6.8 million per year to maintain status quo, but they haven't been doing that; she also believes that Caltrans would say it's more likely double that amount. By law, they need to complete their budget by end of June.

8. District I Planning Commissioner Art Baggett, absent

H. Firewise Report McGinty

Application is 98% completed; Gretchen Hewlett transferred application to Tim to finish and submit. He needs to add the boundary map to the application and a few other items. He'd like to have Supervisor Smallcombe look at it before they submit it to ensure it's as complete as necessary before it's sent to the appropriate entity. He'd like to get it submitted with 1 month.

I. Future Agenda Items

1. Discussion and Potential Action to Recommend Committee Dissolution to the Board of Supervisors.
2. Discussion on changing our entity meeting to 3 times a year rather than 4.

J. Next Scheduled Meetings

July 26, 2025

K. Adjournment

12:15 p.m.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Balance Sheet
For The Fourth Month Ending April 30, 2025
(In $000s)

Assets	
Cash	$113,166
Restricted Cash	304
Short Term Investments	1,061,756
Receivables	242,824
Prepaid Expenses	2,041
Other Current Assets	2,715
Total Current Assets	**$1,422,805**
Building, Land, Furniture & Equipment	
Capital Assets	$83,630
Accumulated Depreciation	(48,460)
CIP	1,618
Lease Receivable	4,133
Subscription Asset net Accum Depr	13,214
Total Non-Current Assets	**54,135**
Total Assets	**$1,476,940**
Liabilities	
Accounts Payable	$73,184
IBNR/Claims Payable	425,961
Provider Incentives Payable	50,035
Other Current Liabilities	12,007
Due to State	(10,081)
Total Current Liabilities	**$551,105**
Subscription Liabilities	10,590
Deferred Inflow of Resources	3,899
Total Long-Term Liabilities	**$14,489**
Fund Balance	
Fund Balance - Prior	$891,178
Retained Earnings - CY	20,168
Total Fund Balance	**911,345**
Total Liabilities & Fund Balance	**$1,476,940**
Additional Information	
Total Fund Balance	**$911,345**
Board Designated Reserves Target	502,422
Strategic Reserve (DSNP)	56,700
Medi-Cal Capacity Grant Program (MCGP)*	132,408
Value Based Payments	46,100
Provider Supplemental Payments	145,778
Total Reserves	**883,409**
Total Operating Reserve	**$27,937**

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Fourth Month Ending April 30, 2025
(In $000s)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*445,244*	*438,815*	*6,429*	*1.5%*	*1,782,323*	*1,755,295*	*27,028*	*1.5%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$190,172	$173,416	$16,756	9.7%	$751,893	$693,643	$58,250	8.4%
State Incentive Programs	1,563	-	1,563	100.0%	1,563	-	$1,563	100.0%
Prior Year Revenue*	3,498	-	3,498	100.0%	-	-	$0	0.0%
Premiums Commercial	451	415	36	8.7%	1,856	1,681	175	10.4%
Total Operating Revenue	**$195,684**	**$173,831**	**$21,854**	**12.6%**	**$755,312**	**$695,324**	**$59,988**	**8.6%**
Medical Expenses								
Inpatient Services (Hospital)	$52,930	$47,106	($5,823)	-12.4%	$200,440	$189,683	($10,757)	-5.7%
Inpatient Services (LTC)	20,463	16,979	(3,484)	-20.5%	69,656	68,372	(1,284)	-1.9%
Physician Services	40,017	42,128	2,112	5.0%	156,567	170,791	14,224	8.3%
Outpatient Facility	24,413	18,241	(6,172)	-33.8%	83,539	73,452	(10,087)	-13.7%
ECM	14,206	9,063	(5,143)	-56.7%	52,567	36,495	(16,073)	-44.0%
Community Supports	5,764	3,345	(2,419)	-72.3%	22,907	13,469	(9,438)	-70.1%
Behavioral Health	8,276	7,391	(885)	-12.0%	29,526	28,605	(921)	-3.2%
Other Medical**	26,785	21,371	(5,414)	-25.3%	100,064	86,056	(14,008)	-16.3%
State Incentive Programs	1,563	-	(1,563)	-100.0%	1,563	-	(1,563)	-100.0%
Total Medical Expenses	**$194,418**	**$165,625**	**($28,793)**	**-17.4%**	**$716,830**	**$666,922**	**($49,908)**	**-7.5%**
Gross Margin	**$1,267**	**$8,206**	**($6,939)**	**-84.6%**	**$38,483**	**$28,402**	**$10,081**	**35.5%**
Administrative Expenses								
Salaries	$6,915	$6,738	($178)	-2.6%	$27,095	$25,870	($1,226)	-4.7%
Professional Fees	484	407	(78)	-19.1%	1,790	1,816	27	1.5%
Purchased Services	1,037	1,079	42	3.9%	4,101	4,407	307	7.0%
Supplies & Other	(332)	703	1,035	100.0%	3,200	3,040	(161)	-5.3%
Occupancy	121	126	5	3.8%	487	507	21	4.1%
Depreciation/Amortization	1,692	637	(1,055)	-100.0%	2,348	2,404	55	2.3%
Total Administrative Expenses	**$9,918**	**$9,689**	**($229)**	**-2.4%**	**$39,021**	**$38,044**	**($977)**	**-2.6%**
Operating Income	**($8,651)**	**($1,483)**	**($7,168)**	**-100.0%**	**($538)**	**($9,642)**	**$9,104**	**94.4%**
Non-Op Income/(Expense)								
Interest	$4,340	$3,704	$636	17.2%	$17,501	$16,028	$1,473	9.2%
Gain/(Loss) on Investments	4,369	500	3,869	100.0%	11,120	2,750	8,370	100.0%
Bank & Investment Fees	(40)	(62)	21	34.6%	(168)	(247)	78	31.7%
Other Revenues	165	179	(14)	-7.7%	674	713	(39)	-5.5%
Grants	(2,555)	(2,667)	112	4.2%	(7,359)	(10,667)	3,308	31.0%
Community Reinvestment	(1,061)	-	(1,061)	-100.0%	(1,061)	-	(1,061)	-100.0%
Total Non-Op Income/(Expense)	**5,217**	**1,654**	**3,563**	**100.0%**	**20,706**	**8,578**	**$12,128**	**100.0%**
Net Income/(Loss)	**($3,434)**	**$171**	**($3,605)**	**-100.0%**	**$20,168**	**($1,064)**	**$21,232**	**100.0%**
MLR	*99.4%*	*95.3%*			*94.9%*	*95.9%*		
ALR	*5.1%*	*5.6%*			*5.2%*	*5.5%*		
Operating Income	*-4.4%*	*-0.9%*			*-0.1%*	*-1.4%*		
Net Income %	*-1.8%*	*0.1%*			*2.7%*	*-0.2%*		

**Other Medical includes Pharmacy and IHSS.

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
Income Statement - Actual vs. Budget
For The Fourth Month Ending April 30, 2025
(In PMPM)

	MTD Actual	MTD Budget	Variance	%	YTD Actual	YTD Budget	Variance	%
Member Months	*445,244*	*438,815*	*6,429*	*1.5%*	*1,782,323*	*1,755,295*	*27,028*	*1.5%*
Capitation Revenue								
Capitation Revenue Medi-Cal	$427.12	$395.19	$31.93	8.1%	$421.86	$395.17	$26.69	6.8%
State Incentive Programs	3.51	-	3.51	100.0%	0.88	-	0.88	100.0%
Prior Year Revenue*	7.86	-	7.86	100.0%	-	-	-	0.0%
Premiums Commercial	1.01	0.95	0.07	7.1%	1.04	0.96	0.08	8.7%
Total Operating Revenue	**$439.50**	**$396.14**	**$43.36**	**10.9%**	**$423.78**	**$396.13**	**$27.65**	**7.0%**
Medical Expenses								
Inpatient Services (Hospital)	$118.88	$107.35	($11.53)	-10.7%	$112.46	$108.06	($4.40)	-4.1%
Inpatient Services (LTC)	45.96	38.69	(7.27)	-18.8%	39.08	38.95	(0.13)	-0.3%
Physician Services	89.88	96.00	6.13	6.4%	87.84	97.30	9.46	9.7%
Outpatient Facility	54.83	41.57	(13.26)	-31.9%	46.87	41.85	(5.02)	-12.0%
ECM	31.91	20.65	(11.25)	-54.5%	29.49	20.79	(8.70)	-41.9%
Community Supports	12.94	7.62	(5.32)	-69.8%	12.85	7.67	(5.18)	-67.5%
Behavioral Health	18.59	16.84	(1.75)	-10.4%	16.57	16.30	(0.27)	-1.7%
Other Medical**	60.16	48.70	(11.46)	-23.5%	56.14	49.03	(7.12)	-14.5%
State Incentive Programs	3.51	-	(3.51)	-100.0%	0.88	-	(0.88)	-100.0%
Total Medical Expenses	**$436.65**	**$377.44**	**($59.22)**	**-15.7%**	**$402.19**	**$379.95**	**($22.24)**	**-5.9%**
Gross Margin	**$2.84**	**$18.70**	**($15.86)**	**-84.8%**	**$21.59**	**$16.18**	**$5.41**	**33.4%**
Administrative Expenses								
Salaries	$15.53	$15.35	($0.18)	-1.2%	$15.20	$14.74	($0.46)	-3.2%
Professional Fees	1.09	0.93	(0.16)	-17.4%	1.00	1.03	0.03	3.0%
Purchased Services	2.33	2.46	0.13	5.2%	2.30	2.51	0.21	8.4%
Supplies & Other	(0.75)	1.60	2.35	100.0%	1.80	1.73	(0.06)	-3.7%
Occupancy	0.27	0.29	0.01	5.1%	0.27	0.29	0.02	5.5%
Depreciation/Amortization	3.80	1.45	(2.35)	-100.0%	1.32	1.37	0.05	3.8%
Total Administrative Expenses	**$22.28**	**$22.08**	**($0.20)**	**-0.9%**	**$21.89**	**$21.67**	**($0.22)**	**-1.0%**
Operating Income	**($19.43)**	**($3.38)**	**($16.05)**	**-100.0%**	**($0.30)**	**($5.49)**	**$5.19**	**94.5%**

*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 Fourth Month Ending April 30, 2025
(In $000s)

	MTD	YTD
Net Income	($3,434)	$20,168
Items not requiring the use of cash: Depreciation	250	967
Adjustments to reconcile Net Income to Net Cash provided by operating activities:		
Changes to Assets:		
Restricted Cash	0	0
Receivables	(2,798)	181,419
Prepaid Expenses	33	(1,205)
Current Assets	333	1,145
Subscription Asset net Accum Depr	0	0
Net Changes to Assets	**(2,432)**	**181,359**
Changes to Payables:		
Accounts Payable	(123,536)	(310,250)
Other Current Liabilities	828	486
Incurred But Not Reported Claims/Claims Payable	(104,474)	(51,232)
Provider Incentives Payable	(6,284)	6,575
Due to State	(7,545)	(26,751)
Subscription Liabilities	0	0
Net Changes to Payables	**(241,011)**	**(381,172)**
Net Cash Provided by (Used in) Operating Activities	**(246,627)**	**(178,678)**
Change in Investments	(8,456)	(23,081)
Other Equipment Acquisitions	(746)	(1,314)
Net Cash Provided by (Used in) Investing Activities	**(9,203)**	**(24,395)**
Deferred Inflow of Resources	0	0
Net Cash Provided by (Used in) Financing Activities	**0**	**0**
Net Increase (Decrease) in Cash & Cash Equivalents	**(255,830)**	**(203,073)**
Cash & Cash Equivalents at Beginning of Period	**368,995**	**316,238**
Cash & Cash Equivalents at April 30, 2025	**$113,166**	**$113,166**

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Friday, August 8th, 2025

Members Present: Dana Hallett, Darlene Miles, Eva Adams, Mary Dempsey, Mary Wilson & TerryLie DeBeck

Members Absent: N/A

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 1:42PM by

chair Dana Hallett. 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. August 8th, 2025 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Eva to approve the August 8th., 2025 Agenda.
    b. July 11th, 2025 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Eva to approve the July 11th., 2025 Minutes.
3. UDWA - Union Status Update:
    a. Info and flyers shared on Gracie Leppers behalf.
4. New Business:
    a. TerryLie is resigning.
    b. Reminder given about ethics trainings.
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. N/A.
    b. Janet – Public Authority (PA):

i. Averaging 7-8 providers in each enrollment. Most are personal providers, only a few registry providers.
ii. 12-15 recipients that don't have a provider, down from 40+.
iii. Vanessa Holt has been supporting Public Authority (PA) by helping process linking packets, answering phone calls and assisting with other PA duties.
iv. Darlene asked about max hours for a recipient, max hours = 283 hours per month.
v. Eva asked about federal cuts. Cuts were proposed but the legislator did not approve them. Federal changes may still be coming, nothing confirmed.

c. Jesse – IHSS Social Worker Supervisor:
i. Mentioned the proposal that was given about the elimination of overtime for providers but clarified it is still just in discussion. More information will come when/if confirmed.
ii. Dana asked about a person whose identity was stolen and how they can get a phone, it was suggested they look into a TRAC phone for an immediate solution.
iii. Caseload of current recipients = 346, the average has been approximately 340 over the last few years.

iv. Dana mentioned there are several IHSS workers that are homeless and mentioned the lack of housing available to them.

6. Quarterly Stats Update:
    a. Due in October 2025.
7. Next Scheduled Meeting Date: September 12th, 2025.
8. Adjournment: @ 2:05.

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

Meeting Minutes

Wednesday, June 25, 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:
San Benito County Health and Human Services Agency
1111 San Felipe Road, Building B, Hollister, CA
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Anita Aguirre,	At Large Health Care Provider Representative
Dr. Maximiliano Cuevas,	Health Care Provider Representative
Ms. Kim De Serpa	County Board of Supervisors
Ms. Janna Espinoza,	Public Representative
Mr. Mark Hendrickson	Assistant County Executive Officer
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
Supervisor Josh Pedrozo,	County Board of Supervisors
Dr. James Rabago,	Health Care Provider Representative
Dr. Allen Radner,	At Large Health Care Provider Representative
Ms. Wendy Root Askew	County Board of Supervisors

Commissioners Absent:

Ms. Leslie Abasta-Cummings,	At Large Health Care Provider Representative
Dr. Ralph Armstrong,	At Large Health Care Provider Representative
Ms. Tracey Belton,	County Health and Human Services Agency Director
Ms. Dorothy Bizzini,	Public Representative

Staff Present:

Mr. Michael Schrader,	Chief Executive Officer
Dr. Omar Guzman,	Chief Health Equity Officer
Ms. Jenifer Mandella,	Chief Compliance Officer
Ms. Lisa Ba,	Chief Financial Officer
Mr. Cecil Newton	Chief Information Officer
Ms. Van Wong,	Chief Operating Officer
Dr. Dianna Myers	Medical Director
Ms. Jessica Finney	Community Grant Director
Mr. Jimmy Ho	Accounting Director
Ms. Anne Brereton,	Deputy County Counsel, Monterey County
Ms. Hayley Tut,	Interim Clerk of the Board
Ms. Lisa Demmert,	Executive Assistant

1. Call to Order by Chair Jimenez.

Chairperson Jimenez called the meeting to order at 3:02 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

Chair Jimenez acknowledged Commissioner Hendrickson's contributions to the board since February 2025 and announced this would be his last board meeting.

[Commissioner De Serpa arrived at this time: 3:02 p.m.]

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 was no public comment.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioner Keheley announced the hiring of a new Deputy Director for Behavioral Health and Recovery Services, Michael Wilson, and expressed excitement about his experience and the role he will play.

4. Comments and announcements by Chief Executive Officer.

Michael Schrader discussed serval topics during the CEO announcements.

- **State Budget**: He shared changes to the State Budget proposals, including a freeze on new enrollment for full-scope medical coverage for adults, implementation of a $30 monthly premium for adults aged 19-59, and elimination of full-scope dental coverage for adults. He also mentioned the reinstatement of the medical asset limit and elimination of certain drug classes for over-the-counter purchase. The Legislature and the Governor have until June 30th to reach the final agreement on the budget which will be effective July 1, 2025.
- **Federal Reconciliation Bill**: He highlighted the Senate Finance Committee's version of the budget reconciliation bill, which includes cuts to Medicaid, stricter rules for provider taxes, and potential impacts on California's MCO and HQAF taxes. The bill also includes provisions for more frequent redeterminations, work requirements, and copays for non-emergency hospital visits.
- **CMS Data Release**: Michael addressed the issue of CMS sharing personally identifiable information of Medicaid enrollees with the Department of Homeland Security. He mentioned that California senators have requested detailed information from CMS by July 9.
- **Meetings with Elected Officials**: He informed the board about recent meetings with Congressman Jimmy Panetta, Assembly Member Dawn Addis, and State Senator Anna Caballero's staff to discuss the state budget, federal reconciliation bill and CMS data release.
- **Kaiser Expansion**: Michael announced that DHCS informed the Alliance about Kaiser's plan to expand its medical services into Monterey County, expected to start in January 2027 pending approval by DHCS.
- **Priority Initiatives**: He provided an update on the Alliance's six priority initiatives, noting that four have been completed, including securing two NCQA accreditations. The remaining initiatives include bringing behavioral health in-house on July 1, 2025 and launching the Medicare D SNP program by January 2026.
- **Employee Engagement**: Michael shared the results of the 2025 employee engagement survey, revealing an 84% engagement rate, the highest in five years. He mentioned that a detailed presentation on the survey results will be provided in the August meeting.

Consent Agenda Items: (5. – 9B.): 3:17 p.m.

Chair Jimenez opened the floor for approval of Consent Agenda items 5-9B.

MOTION: Commissioner Pedrozo moved to approve Consent Agenda items 5 through 9B, seconded by Commissioner Aquirre.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Askew Cuevas, De Serpa, Espinoza, Hendrickson, Keheley, Jimenez, Molesky, Pedrozo, Rabago and Radner.

Noes: None.

Absent: Commissioners, Abasta-Cummings, Armstrong, Belton, Bizzini, and Hernandez

Abstain: None.

Regular Agenda Items: (10. – 12.): 3:19 p.m.

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10. **Strategic Allocation of Reserves (3:19 – 3:40 p.m.)**
Lisa Ba, Chief Financial Officer highlighted that the Alliance generated $29.2 million in operating income and $56.4 million in net income for 2024, with an MLR of 93.2% and ALR of 5.3%. At year-end, the total fund balance was $891.2 million. The board designated reserve target increased to $483.3 million due to higher enrollment and revenue. Ms. Ba explained that the operating reserve available for allocation was $12.9 million, representing 1% of the total fund balance.

She recommended allocating the $12.9 million operating reserve to the Medical Capacity Grant Program to strengthen its long-term sustainability and ensure continued investment in the communities. It was noted that the Alliance had set aside $198.5 million for provider payments over the last two years, and the Medical Capacity Grant had a lower balance of $139.8 million at year-end. Allocating an additional $12.9 million would support the program's goals and ensure continued investment.

A discussion ensued upon the commissioners.

The board approved the allocation of $12.9 million to the Medical Capacity Grant Program.

MOTION: Commissioner Askew moved to approve the strategic allocation of reserves seconded by Commissioner Cuevas.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Askew, Cuevas, De Serpa, Espinoza, Hendrickson, Hernandez, Keheley, Jimenez, Pedrozo, and Rabago.

Noes: Commissioner Molesky.

Absent: Commissioners, Abasta-Cummings, Armstrong, Belton, and Bizzini.

Abstain: Commissioner Radner.

[Commissioner Hernandez arrived at this time: 3:31 p.m.]

11. **Medi-Cal Capacity Grant Program Funding Allocation and Equity Grantmaking Methodology Recommendation (3:40 – 4:22 p.m.)**

Jessica Finney, Community Grants Director, explained that the Medical Capacity Grant Program (MCGP) focuses on increasing the availability, quality, and access to healthcare and supportive resources for medical members across the alliance's five-county service area. The program addresses social drivers of health and supports community-based organizations.

The current methodology splits the allocation of funds from excess reserves into the grant program, with half distributed based on membership volume and the other half equally across the five counties.

Ms. Finney proposed shifting from county-specific budgets to one service area budget for the grant program. This approach aims to invest most significantly where the highest need exists, supporting cross-county partnerships and improving overall efficiency. The new equity methodology would guide grant-making based on three factors: medical membership volume, MCAS measures below the minimum performance level, and Healthy Places Index (HPI) scores.

This methodology aims to target investments to address health disparities and ensure a minimum amount invested in each county.

The proposed changes align with the alliance's commitment to health equity, address artificial geographic barriers, encourage cross-county collaboration, and support responsive and flexible investments. If approved, the changes would go into effect in January 2026, with the first round of awards under the new methodology in April 2026.

A discussion ensued upon the commissioners.

The board approved the recommendation recognizing the need for continued investment in community health infrastructure.

MOTION: Commissioner Aguirre moved to approve the strategic allocation of reserves seconded by Commissioner Cuevas.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Aguirre, Askew, Cuevas, De Serpa, Espinoza, Hendrickson, Hernandez, Keheley, Jimenez, Molesky Pedrozo, Rabago and Radner.

Noes: None

Absent: Commissioners, Abasta-Cummings, Armstrong, Belton, and Bizzini.

Abstain: None.

12. **CBI 2026 Program Proposal (4:22 p.m. – 4:34 p.m.)**

Dr. Dianna Myers, Medical Director, explained the Care-Based Incentive (CBI) program is designed to reward primary care providers for meeting assigned measures. The program aims to promote evidence-based practice, access, value, and quality of care, aligning with DHCS quality strategy and the Alliance strategic plan.

Dr. Myers shared that the payment methodology involves providing a maximum award for each practice based on eligible member months. Providers receive CBI incentives when they meet goals or show improvement. There were no significant changes, except for accepting dental fluoride varnish data from clinic systems with embedded dental clinics and requiring two fluoride treatments.

Dr. Myers made a proposal to change the controlling high blood pressure measure to a paid measure. This measure looks at the percentage of members aged 18 to 85 with hypertension whose blood pressure is controlled. Changes include paying $100 for each social determinants of health Z code submission and $50 per ECM referral which was previously approved by the board.

Staff recommended the board approve the proposed changes for CBI 2026, specifically changing the controlling high blood pressure measure to a paid measure. The proposal aims to enhance the alignment with managed care accountability metrics and improve the quality of care provided to members.

A discussion ensued upon the commissioners.

The board attempted to approve the proposed changes for CBI 2026, but the motion did not pass due to a lack of necessary Aye votes. It was decided to bring the proposal back to the next meeting of the board.

MOTION:	Commissioner Espinoza moved to approve the CBI 2026 Program Proposal seconded by Commissioner De Serpa.
ACTION:	The motion did not pass due to lack of quorum and conflicts of interest.
Ayes:	Commissioners Espinoza, Keheley, Molesky, and Pedrozo.
Noes:	None.
Absent:	Commissioners Abasta-Cummings, Armstrong, Belton, Bizzini, Hendrickson. Rabago and Radner
Abstain:	Commissioners Aguirre, Cuevas, De Serpa, Hernandez, and Jimenez

The Commission adjourned its regular meeting of June 25, 2025, at 4:35 p.m. to the regular meeting of August 27, 2025, at 3:00 p.m. via videoconference from county offices in Scotts Valley, Salinas, Merced, Hollister and Mariposa unless otherwise noticed.

Respectfully submitted,

Ms. Hayley Tut
Interim Clerk of the Board

Minutes were supported by AI-generated content.

Mariposa County

http://www.mariposacounty.org/

FINAL MINUTES OF THE MIDPINES PLANNING ADVISORY COMMITTEE

APRIL 9th, 2025 (Technical Approval)

TIME: 6:00 P.M.
LOCATION: JUNE BUG CAFE
6979B HIGHWAY 140
MIDPINES, CA 95345

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 Chair Huppe at 6:11 PM.

Present: Gary Francisco, Adam Ferguson, Heather Huppe, Charles Lammers, Rosemarie Smallcombe (Supervisor), Caroline McGrath, Art Baggett (Planning Commissioner), Angela Heiss

Excused: Candy O'Donel-Browne, Eileen Collins, Nancy Parke

Staff: Polina Pivak

B. Approval of Minutes

1. February 19th, 2025

By a unanimous vote, the MPAC approved a motion by Ferguson, with a second by Francisco, to accept the minutes with corrections.

Corrections:

Item 2, Page 4 – delete "of," add period

Supervisor Update – Fix redundancy on "organizational structure."

C. Public Comment on Non-Agenda Items

Smallcombe provided information on upcoming Ferguson Slide workshops on April 17th at the Bug Hostel and on April 24th in El Portal. Huppe asked when the project proponents expect to begin and Smallcombe responded that it depends on when a contract can be signed but they are aiming for late summer. Huppe asked if there will be any disruption to traffic. Smallcombe stated that there might be and encouraged attendance at the workshops for any questions.

D. Discussion and Potential Action to Define Future Status of Midpines Planning Advisory Committee (MPAC)

Pivak and Huppe introduced the item. Pivak provided clarity on the potential action items. Lammers stated that he would like to see the advisory nature of the committee remain in some capacity by removing the word "Planning" from the name to continue to advise the Board of Supervisors. Pivak clarified that removing the word "Planning" from the name of the committee does not change the

requirement for County staff to serve the committee and compliance with the Brown Act. The committee would still be board-appointed.

Baggett asked how the advisory committee in Yosemite West runs. Smallcombe stated that the committee is board-appointed to advise Public Works on its responsibilities in Yosemite West.

Francisco agreed with Lammers that being a board-appointed committee makes their work and the committee official.

Huppe directed the group to consider the two potential actions.

Lammers stated that the new purpose of the committee would be to advise the Board of Supervisors on issues relating to the Midpines community.

Baggett stated that you may not need staff to serve the committee. The committee can take its own minutes and be self-sufficient, while still complying with the Brown Act.

Heiss stated that the issue is whether the committee is board sanctioned or not and what the committee's responsibilities would be.

Huppe asked Smallcombe if it would be possible to recommend that the Board of Supervisors continue to sanction and appoint members to the committee under a new purpose.

Smallcombe stated that it is important to define the purpose of the committee and determine whether the committee should meet under the hospice of the Board of Supervisors to best serve that purpose. Smallcombe stated that she does not feel that the discussion of the usual updates and activity reports is effective under the Brown Act.

Francisco asked whether the Board of Supervisors would allow the committee to meet without complying with the Brown Act as a board-appointed committee. Smallcombe stated no.

Francisco stated that there were other Mariposa County communities that served in an advisory capacity for creating Special Plans and then changed their status over time as the planning responsibility was completed. Francisco stated that the purpose of the committee will need to be defined whether there is board support or not. There are plenty of ongoing issues for the committee to continue to discuss.

Heiss asked if the committee is board-appointed would they be taken seriously. Smallcombe responded yes. Smallcombe stated it is important to determine what structure would be best to achieve the goals of the group. There can't be political advocacy on the important community issues as the Midpines Planning Advisory Committee (MPAC).

Smallcombe reiterated that there is not a nexus between issues being voted on and considered by the Board of Supervisors on the regular agenda and the purpose of the Midpines Planning Advisory Committee (MPAC).

Baggett stated that the committee doesn't have to be official to provide input on important community issues and can have influence, citing how the wild and scenic status of the Merced River was achieved. Heiss asked how the structure of the committee would work as a non-board-appointed committee. Huppe stated that Smallcombe has committed to helping the committee get off the ground and establish a structure. Heiss clarified whether a quorum would be needed. Huppe said no. Huppe said that the group can organize and advocate at the Board level without board-appointment. The identity of the group does not go away if the committee is no longer board sanctioned. The important task would

be to gather community members to engage and be involved in the work of the committee. Smallcombe agreed and said that there is great work to continue to build upon.

Lammers stated that there are ongoing issues that need to be officially recognized by the Board of Supervisors by remaining as a board-appointed committee. Smallcombe stated that advocacy and change has to happen as a non-board-appointed committee, because the MPAC cannot take political positions. Lammers disagreed, because there cannot be official recognition of the committee's position. McGrath stated that if the committee is not board-appointed they can write a letter to the Board of Supervisors on issues of interest and have more impact.

Francisco recommended a standing town-hall committee that meets on a quarterly basis that is appropriately advertised to the broader community, which would better represent the community. For example, based on the consensus at a town hall meeting, the group could advocate on the issue of Muir Lodge to the Board of Supervisors. Francisco feels that the ongoing issues are not being resolved due to a lack of community involvement and this could be improved by a free-standing, but structured, committee that represents the whole community. Bylaws could be created, and the Brown Act would not have to apply, while being more effective as a legitimate community group.

Smallcombe reiterated that the kind of advocacy that is needed cannot be done by a board-sanctioned committee.

- Potential Action to Recommend Dissolution of MPAC to Board of Supervisors

  With a motion by McGrath, a second by Heiss, the MPAC voted to recommend that the Board of Supervisors dissolve the MPAC.

  Aye: Heiss, Ferguson, McGrath, Huppe, Francisco

  No: Lammers

  5-1-3

- Potential Action to Establish New Status of MPAC

  With a motion by Heiss, second by McGrath, the MPAC voted unanimously to continue as a town-hall structured committee that is made up of its current members, meets quarterly, and defines its rules once effective.

  Francisco clarified that that this would be effective upon dissolution by the Board of Supervisors. Lammers asked what are the chances that the Midpines Community Plan would need to be brought back for consideration by the committee. Pivak explained that the chances are low, because any further changes would be based upon the recommendations of the Planning Commission and Board of Supervisors.

  July 9th would be the next meeting.

E. Further Discussion on Next Steps to Establish Additional Uses, Like Trails, at the Midpines County Park

Pivak passed out maps of the site north of Midpines County Park. Smallcombe stated that she would ask the County and PG&E about their plans for the site. Francisco stated that the committee may be a bit premature on planning, because more help would be needed and the status of the committee would need to be made clear. Huppe stated that they can begin planning and understand what steps need to be taken. Maybe by the fall some work can be done. Francisco recommended presenting the plan to the Parks and Recreation Committee. A meaningful plan must be made by walking the site, which means the

site must be cleared just enough to allow for planning. Huppe stated that this project would likely cost money.

Smallcombe and Pivak stated that the Midpines County Park was included in a Master Recreation Plan for the County. Francisco stated an Americorps team has previously done clearing and trail work for the County and any existing plans could be the basis for funding this project. A plan for the trail is needed first.

Huppe committed to speaking with Bill King of Mariposa Trails to become involved in the project. Lammers stated that Americorps and Mariposa Trails would be great starting points to get the project off the ground.

F. Discussion on Potential Bear Creek Clean-Up

Lammers stated that about a week ago he spoke with the Upper Merced River Watershed Council on cleaning up the creek. They examined different areas of the creek that need cleaning up. Lammers stated that it is in the hands of the Council to organize a clean-up of Bear Creek. The clean-up would likely take place along approximately 3 miles of Bear Creek from Outward Bound to just past the Bug as the river canyon begins. Lammers stated that Outward Bound needs to be engaged, because the trash in the creek is theirs. January and February are the best times to do the clean-up. Huppe asked if property owner authorization is required. Heiss stated that yes. Lammers said that most of the property owners are known and would likely support the project.

G. Updates and Activity Reports

1. Community Plan Draft Update

   Pivak stated that approval of the plan is expected in the summertime after the formal public comment periods.

2. Muir Lodge Site Update

   The group discussed existing options and a lack of progress on the site. There is not an enforcement mechanism to resolve the issue of the site. The County does not want to take legal action. Another email was sent to the property manager, but there was no response. There were plans to schedule the demolition of the last two structures.

3. Oak Fire – Update, Evacuation Routes, and Lessons Learned

   No update.

4. KOA/Terrramor Update

   No update.

5. Whispering Pines/Bear Creek Cabins Update

   No update.

6. Oak Road Bridge Project Update
   No update.

7. CALTRANS Project/Study Update

Another email was sent to Caltrans. No updates.

8. Planning Commissioner Update

Title 17 was finished at the last meeting and just needs to be formally voted upon. The next area of review is Title 16. There was a joint meeting with the Code Compliance Advisory Committee, which has recommendations ready to go. A contract would be needed to write the code language to write the modifications to Title 1 on code compliance.

9. Supervisor Update

Smallcombe stated that the first session for the budget for the next fiscal year was held on 4/8. Some Departments presented; the others will present next week. There is a lot of uncertainty around revenue. Hiring for the Development Services Director is underway. Approximately 3 individuals will be selected from the ongoing interviews and will be interviewed by the Board of Supervisors in June. John C. Fremont is taking on a large remodeling project and it will be important for Development Services to be effective.

H. Future Agenda Items

None.

I. Adjournment

There being no further business, Chair Huppe adjourned the meeting at 8:14 PM.

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 SUMMARY7MINUTES (Approved 7/18/25)
MAY 30, 2025

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:02 A.M.

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 Smith 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 - May 02, 2025

By motion of Commissioner McCamman, seconded by Commissioner Herman, the Planning Commission approved the minutes of May 2, 2025, as presented. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner McCamman
NOES: None

ABSTAIN: Commissioner Smith
EXCUSED: None

E. Discussion and Action

1. **Planning**

Discussion and Preliminary Action on the Draft Development Code Update, Article 5 Subdivision Regulations

Steve Engfer, Planning Director, presented the overview of Article 5, Subdivision Regulations with a PowerPoint presentation.

Engfer highlighted the following amendments that were made to Article 5:

- New structure and organization.
- Clarified the purpose, intent, and overall applicability of the subdivision regulations.
- Created a new section identifying the review authority for all subdivision related actions (appeal authorities, County Surveyor, Planning Director, Planning Commission, Board of Supervisors).
- Updated the definitions of terms to reflect State law and best practices and aligned definitions with new processes and content in the Article.
- Updated terminology to match industry's best practice and State subdivision.
- Updated filing and processing procedures for tentative maps.
- Updated subdivision design standards.
- Clearer guidance and procedures for improvements plans.
- Clarified and simplified standards for Certificate of Compliance, Lot Line Adjustments (Director-level), Parcel Mergers (Director-level).
- Updated the "Planned Development" chapter to reference out to new standards and procedures codified in updated Development Code.

After the presentation, Engfer asked the Commission for their input and directions.

Baggett suggested citing the State code in its entirety instead of using partial language, making the definitions that were changed consistent with the rest of Title 17, and that the appeal process should be consistent with the appeal the Planning Commission recommended for the other actions. Baggett noted that the direction was No Fees for appealing to the Planning Director or Planning Commission's decision and to make that consistent.

Baggett noted that the directions provided to staff conflicts with the current General Plan but with the General Plan update will reflect those changes.

Baggett recommended that Ken Melton (resident) provided Engfer with editorial changes to Article 5 and that staff will memorialize the suggested recommendations.

Public comment was received by Ken Melton (resident) who agreed with Baggett regarding citing the State code in its entirety and used the Lot Line Adjustment on page 31, item Q in Chapter 16.04 as a reference.

A discussion occurred regarding McCamman's concern about remainders (Gift Deed), specifically not being

able to create new parcels on page 31, item O in Chapter 16.04. Engfer provided clarification noting that the County has requirements that were already in code (Gifted Ordinance) that allowed a Gift Deed to be honored as a parcel, and that the County would honor a Gift Deed that was created and transferred prior to specific dates. Engfer then stressed the importance of why this code should remain as the code does not state this process can be completed today.

Russ Marks (Public Works County Surveyor) who spoke about the required filing for remainders and noted that the title came with conditions that must be met prior to building on the parcel.

Public comment was received by Ken Melton (resident) who shared his personal experience processing a Gift Deed and noted that a Gift Deed does create a parcel, even a non-conforming parcel.

Russ Marks (Public Works County Surveyor) noted that on the on Gift Deed there is a Superior Court Judgment (Megan) from 1992 that states how to address Gift Deed.

Baggett asked if this should be included in the subdivision map act as a code to be consistent with the court case. *Engfer acknowledge and noted for consideration to include this provision to the subdivision map act.*

Planning Commission moved on to Chapter 16.10 Tentative Map filing and Process.

Public comment received by Ken Melton (resident) expressed that there should be no reason why the public should offer their easement to the County through their property, unless it's a road between two counties. That was open to the public. He used Morningstar Lane as an example and noted that if accepted, it must be in conjunction with the need of the public to use that road. Melton stated that a non-exclusive easement is not a public access road and noted that offer of dedication requirement should be removed, unless there's a specific County Road already being maintained with no easement. Melton noted that using the non-exclusive easements provides for ingress and egress to all the parcels and provides access for telephone and utility.

A lengthy discussion occurred between Commissioners, Melton, Marks, and Staff regarding the offer of dedication, exclusive and non-exclusive easement. Baggett suggested requiring an offer of dedication if it's a through road. *Engfer noted that staff will review with legal counsel that the requirement is applied and is maintained to the extent that has been done in the past, that the reasons are known and there's a legal basis to maintain or change the existing code.*

Public comment received by Ken Melton (resident) page 36, 16.10.010 Purpose and Applicability, item A4 recommended removing Staff shall not accept an application for a land division (or other application) if there are any outstanding county code violations on the subject property.

The consensus from the Commission was to remove Item A4, on page 36, per Melton's recommendation.

Baggett called for recess at 10:30 A.M. and the meeting was reconvened at 10:39 A.M.

Public comment received by Ken Melton (resident):

- Page 38, Item 1- Required Referrals and 2- Anticipated Type of Response: *Melton asked if there were any regulations set in place that would affect property. McCamman noted that whatever the State law requirement was the consensus from the Commission.*

- Page38, Tentative Map Public Hearing and Action, 16.10.050, A-Scheduling and Notice of Public Hearing(s): Melton asked to be shown where the State law requires 300 ft. or 600 ft. as he could not find the distance requirement. *Staff will review and provide the answer.*

- Page 39, A- Required Findings for Approval, Item E- The design of the Subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of, properly within the proposed subdivision: Melton noted that this item should be removed as it is confusing.

- Page 39, A- Required Findings for Approval, Item F – The proposed subdivision has made adequate provision for sewage disposal, potable water, and access: Melton asked for clarification. The information was received by Engfer. No recommendation was provided by Melton.

- Page 41, 16.10.070 Conditions of Approval, A-Dedications and Improvements, Item A1 – As a condition of approval of a tentative map, the County may require dedications and improvements as necessary to ensure that the parcels to be created: Melton noted that this item should be edited and provided language for Staff to use. *Baggett advised Melton to provide the edits to Engfer.*

- Page 41, 16.10.070 Access, Item 2 – Private road easements may be approved for access to each parcel if it is determined that the public street access cannot be provided due to certain title limitations of topographical conditions: Melton questioned what this paragraph was in here and recommended removing it as it did not make sense.

- Page 41, 16.10.070 Access, Item 3 – No subdivision shall be approved if the traffic generated by the proposed project will exceed the capacity of the road systems which provide access from the nearest County major collector or State highway, unless mitigation is required…: Melton noted that this paragraph conflicted with other Road and Circulation Policy. *Staff flagged this item to review.*

McCamman provided an editorial change to page 42, C – Parcel or Final Map Preparation. Item 1 – A parcel map for a subdivision of four or fewer parcels shall be prepared, filed, processed and recorded in compliance with the standards in compliance with this Article, unless a parcel map has been waived in compliance with this Article. *McCamman noted that "In compliance with this Article" was a duplicate.*

Public comment received by Ken Melton (resident):

- Page 42, Item 4 (at the top of the page) – New roads within a subdivision shall be constructed to all applicable local and State fire safe standards: Melton noted that the fire safe standards should be removed as the California Department of Forestry and Fire Protection (CDF) standards are not State law and does not have jurisdiction over subdivisions.

The Commission directed staff to revise Item 4 to be more specific regarding the fire standards.

- Page 42, Item 5 (at the top of the page) – All new non-County maintained roads within a subdivision shall have a provision for maintenance which has been accepted and approved by the County (e.g. a road maintenance association or a zone of benefit): Melton noted that this item should be removed.
- Page 42, Item B Expiration of an Approved Map, Item 1- Expiration of an approved tentative map or vesting tentative map shall terminate all proceedings: Melton noted that it states expiration shall terminate all proceedings and asked about an extension, as the extension was mentioned on page 43.

The Commission directed staff to review and make the statement clearer as the extension was mentioned on page 43.

McCamman asked for Melton to provide Engfer with his editorial changes.

The Commission moved on to Chapter 16.12 – Parcel Maps and Final Maps.

Public comment received by Ken Melton (resident), Page 55, 16.12.080 Percolation Tests, A-Percolation test and soil analysis will be required on all proposed parcels of six acres or less, and on all parcels where the County Environmental Health Unit determines that soil tests are necessary to form a valid opinion and prepare a recommendation: Melton noted that "and/or" should be include where it states "Percolation test and/or soil analysis will be required on all proposed parcels of six acres or less".
The Commission agreed with Melton to include "and/or" in the sentence.

Gray asked for clarification regarding prepayment of property tax on a parcel that is current on their tax payment after completing a subdivision on page 63, 16.12.110 Payment of Taxes. The information was received by Engfer. Marks noted that it's a requirement from the Subdivision Map Act.
The Commission directed Staff to confirm if this requirement is from the Subdivision Map Act.

The Commission moved on to Chapter 16.16 – Subdivisions Design and Improvements.
No direction was provided for this chapter by the Commission.

The Commission moved on to Chapter 16.20 – Additional Subdivision Procedures.

Public comment received by Ken Melton (resident) who expressed he has an issue with the General Plan being referred to as a regulatory document as it states in various sections of the Development Code Update that "when in compliance with the General Plan", the General Plan becomes an ordinance.
The Commission directed Staff to make it consistent.

Public comment received by Ken Melton (resident):

- on Chapter 16.16, Page74, 16.16.040 Subdivision Improvement Requirements, Item B – Monuments: Melton suggested this statement be removed. Marks agreed that this statement needed to be consistent.

The Commission directed for Staff to make this statement consistent.

- Page 85, Item E - A Certificate of Compliance shall be required for the remainder parcel(s) on final or parcel maps: Melton noted that this sentence should be removed.

Staff will review Item E for consistency as a Certificate of Compliance is required for a remainder.

- Page 85, Item D – Review and Action, Item 4a – In compliance with this Subparagraph: Melton noted that the "current owner" in the statement should be removed.

Staff agreed with Melton and will strike "current owner" from the statement as it is not correct.

Melton provided editorial notes to Engfer.

- *Page 98, 16.20.180 Sufacing of Street: Marks noted that Staff has this item flagged for revision.*

The Commission moved on to Chapter 16.24 – Fees.

No direction was provided for this chapter by the Commission.

The Commission moved on to Chapter 16.28 – Planned Development.

A brief discussion occurred between the Commission and Staff pertaining to the intent McCamman wanted to use this section regarding development. No direction was provided for this chapter by the Commission.

The Commission moved on to Chapter 16.32 – Enforcement and Penalties.
Engfer briefly explained that this section is for Title 1 and noted that the Board of Supervisors will set the appeals fee which will be a part of the cover letter to the Board of Supervisors.

A brief discussion occurred regarding Gray's suggestion in having some mechanism set in place to refund the applicant if they win the appeal as this would hold the County accountable in the instant that a future Planning Director denies applications and the applicant had to file an appeal. Engfer reassured that the risks are low as the code protected both parties consisting of the applicant's rights, what the procedures are and what the authorities are for the decision makers.

F. Commissioner Reports

Future Planning Commission Meeting dates:
June 6 - Joint AAC Meeting
June 27 – Joint CCAC Meeting (Code Enforcement and workforce housing provisions)
July's potential meeting dates:

- July 11 and July 25
- Possibly July 18 meeting instead of July 11

August 8 and August 22 (Baggett Excused August 22nd)
September 5 and September 19 (McCamman and Baggett Excused September 19th)
Baggett suggested meeting on September 26th instead of September 19th (Cancel September 19, 2025 meeting)

G. Information Items

Information was received by the Planning Director, Steve Engfer.

H. Future Agenda Items

None.

I. Adjournment

There being no further business the meeting was adjourned at 11.57 A.M.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

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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 (Approved 7/18/25)
JUNE 6, 2025

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:01 A.M.

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 Gray 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.

Recess into the Joint Meeting

Baggett called for recess at 9:02 A.M.

D. Joint Meeting with the Agricultural Advisory Committee

The Planning Commission left the Dias to join the joint meeting with the Agricultural Advisory Committee at 9:02 A.M.

1. **Planning**

Public Hearing: A Resolution Recommending Board of Supervisors' Action on Williamson Act/Land Conservation Act Cancellation Application No. 2025-010, Timber Exclusive Zone Application No. 2025-011, Parcel Merger Application No. 2025-009, and Lot Line Adjustment Application No. 2025-008; Susan J. Lewis, Karen L. Simmons, Julie A. Fouch and Mark D. Scott, Successor Co-Trustees of the Walter Scott Family Trust dated May 15, 1975, Applicants; 6800 Jerseydale Road, Mariposa.

Steve Engfer, Planning Director, provided the Planning Commission and Agricultural Advisory Committee with the procedure for this item being presented and introduced Sarah Williams, Prior Planning Director, who presented the project with a PowerPoint presentation.

Williams noted that there are four parts to this project:

- Williamson Act Contract Cancellation
- Rezone to Timber Exclusive
- Parcel Merger
- Lot Line Adjustment

Williams introduced Applicants, Julie A. Fouch and Mark D. Scott who were present to answer any questions. She noted that the applicants were requesting to immediately cancel a portion of the Williamson Act Contract (225-acre portion), and the contract is in non-renewal from 2018. The request to re-zone from the Williamson Act Contract to Timber Exclusive, which is the proposed alternative use of the zone. An alternative use is a requirement from the Williamson Act State law.

Public comment received by Applicant, Mark D. Scott, who shared his family's history and noted that he and his son were both Timber Operators and briefly explained the timber industries and spoke about timber harvesting on the property. Scott noted that the last time they used their property for cattle was in 2000.

Public comment received by James Stead (Land Surveyor for the Applicants) in support of the project verified that the property is mostly forest land and shared that a registered professional, Forrester confirmed that the land had been burned; however, the land will still grow timber, and the forest setting will be retained even with the change and changing the property lines. This property will still be useable for Timberland with no detrimental problem by allowing it to become Timber Preserve.

Reconvene as the Planning Commission

Baggett called for recess at 10: 03 A.M. and reconvened as the Planning Commission at 10: 11 A.M.

E. Action Items

1. **Planning**

Public Hearing: A Resolution Recommending Board of Supervisors' Action on Williamson Act/Land Conservation Act Cancellation Application No. 2025-010, Timber Exclusive Zone Application No. 2025-011, Parcel Merger Application No. 2025-009, and Lot Line Adjustment Application No. 2025-008; Susan J. Lewis, Karen L. Simmons, Julie A. Fouch and Mark D. Scott, Successor Co-Trustees of the Walter Scott Family Trust dated May 15, 1975, Applicants; 6800 Jerseydale Road, Mariposa.

Prior to Baggett opening Public Hearing, Williams requested for the Commission to include a change to the Planning Commission Resolution to include language to finding #3 based on the Agricultural Advisory Committee additional findings.

There was no public comment received.

By motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission adopted a resolution recommending to the Board of Supervisors action on Williamson Act/Land Conservation Act Cancellation Application No. 2025-010, Timber Exclusive Zone Application No. 2025-011, Parcel Merger Application No. 2025-009, and Lot Line Adjustment Application No. 2025-008; Susan J. Lewis, Karen L. Simmons, Julie A. Fouch and Mark D. Scott, Successor Co-Trustees of the Walter Scott Family Trust dated May 15, 1975, Applicants; 6800 Jerseydale Road, Mariposa with findings and conditions that were included for the environmental determination and then it also includes the language to timber as far as agriculture production. Motion passed.

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

Recess into the Joint Meeting

The Planning Commission joined the joint meeting with the Agricultural Advisory Committee at 10:19 A.M.

F. Joint Meeting with the Agricultural Advisory Committee

1. **Planning**

   Discussion and Preliminary Action on the Draft Development Code Update, Agriculture-Related Provisions

Engfer provided an overview of the Title 16 and 17 Development Code Update and noted that the Planning Commission wanted to meet with the Agricultural Advisory Committee to discuss the Agriculture related provisions of Title 17. Engfer then introduce Ben Goger, Senior Planner who presented Title 17 pertaining to Agriculture and related provisions.

Goger noted that there were no changes in the agricultural resource areas that are in the development code from the General Plan and formal General Plan, but there is some nuance to the permitted uses in agricultural standards related to agritourism standards, which was a recommendation from the General Plan Strategic Implementation Study.

Goger then spoke about Article 9 of the Development Code that has agriculture definitions and clarified that the definitions for agricultural and agrotourism were the same, but there are some new definitions for agricultural housing.

Monica Neilson (Agriculture Commissioner) raised concerns about new nuisance language potentially infringing on the Right to Farm, biosecurity risks with agritourism and poultry operation.

Williams assured Neilson that nuisance was currently in code in 17.108 and that the text was relevant to the Agriculture Exclusive Zone, where unlimited agriculture was allowed. She clarified that the text only applied to those doing agricultural uses in Mountain Home Zone or the Mountain General Zone. Zones that are not specifically established for commercial agriculture, but the county has and will continue to allow the ag uses in other zones if it doesn't become a nuisance.

Also, Williams highlighted that the current text that is mirrored in the proposed text does provide the ag operator with some benefits if they have been established for a year or more from a future nuisance complaint, which is the right to farm in the current and proposed text.

Goger continued with the presentation and noted that the code text for agritourism had more specificity for intensity of use than the old text, but many of the intentions of the old code text were the same.

Goger noted that the proposed implementation measures from the General Plan Implementation Study were to establish certain thresholds and clarity for agritourism within the county and that's where the new language was applied towards:

- Agritourism Limited (a permitted use): are by right shall be limited to 15 guests a day with a maximum of 110 guests per week.

- Agriculture Agritourism Large (administrative use): Shall be a maximum of 35 guest per day, with a maximum of 250 guest a week.

- Agritourism Unlimited (agritourism Use): 35 guests per day, with a maximum of 250 a week.

Goger noted that the differences between Limited, Large and Unlimited were the intensity of the use. If a proposal came in requiring more intense use, then a conditional use permit would be applied.

Goger than highlighted the proposed changes to the new definitions in Article 9 of the Development Code Update: Employee Housing for agricultural employees: State mandate that allowed agricultural employees to live on agricultural properties that required a bona fide agricultural operation.

Goger stated that the planning Commission has put forward a new code text to allow for use of recreational vehicles as temporary housing within agricultural lands and in residential lands.

Also, a new code section for using recreation vehicles (RVs)on agriculture properties (during and intense agricultural season such as a grape harvest) that must be certified with the Environmental Health Compliance Unit. The RVs must be on agricultural lands and can be used for a 6-month period and removed after the season is over.

Lastly, Goger highlighted that there were some languages in the new code that did not support the heritage crops and wanted to bring that to the Planning Commission's attention in case it was a priority for the AAC.

McCamman stated that the Planning Commission was concerned that they were creating standards or outlining requirements that were inappropriate in the ag industry and need the AAC's input before those

become regulatory; specifically, the language used towards numbers of days stayed, number of guests, and so forth are appropriate. McCamman shared that the Commission's goal was to ensure that the Ag community continues to have a successful economic future and if this proposed provision limits the possibility of doing so, then we won't move forward with it.

Clarifying questions and comments were provided by the AAC members for Staff and Commissioners.

K. Williams (AAC Member) noted that they have the Williamson Act Contract that they must abide by and what is being presented does not apply to the Williamson Act Contract, and asked if the Commission and Staff are referring to Ag Exclusive land without the contract?

Baggett noted that zoning can't violate the contract, that the Commission have not covered this section, and the items being presented are a draft from staff for the AAC input before the Commission review.

Engfer reassured the AAC that these are only code provisions that won't change the rules of procedure for the Williamson Act or AE Zone.

Toso asked for clarification regarding the use of RVs' and camping trailers being used for housing as being state mandated to ensure that housing was provided for farm workers and stated that it was a normal practice that family members worked on the land and was rare that contract labor was used. Toso stated that direction would be to stay to the minimum standards that meet State law requirements.

Goger provided clarification stating that there is a new state mandate for the Employee Housing Act that is a mandate that needs to be incorporated into our plan. Goger explained that agricultural housing can be a bunkhouse that houses up to six different individuals on an agricultural site or that's associated with a bona fide agricultural operation.

Nielson noted that most of the operators in the County use farm labor contractors, not permanent employees and wanted to know if housing was for permanent or labor contractors.

Goger stated that housing could be provided for both permanent employees and labor contractors, but needed to be with a bona fide agricultural operation, and that housing can be provided on site or off site for the operation with proof that they worked for the operation.

Toso raised concerns regarding agritourism as he did not see that limits on agritourism on contracted land and noted that it should clearly define and suggested staying with the minimum. Toso noted that he saw in the State code that the property owner can have agritourism on contracted land but does not determine what the rules are.

S. Williams noted that the Mariposa County rules for the Williamson Act allow recreation that does not involve permanent structures and stated that property owners who wanted to do agritourism the activities could only be a nature hike, photography hike outside of contracted land and that this rule was set in place from 2010.

Toso raised concerns regarding AB1156 with the solar utility exclusion and noted that it felt like they're putting solar ahead of the Williamson Act Contract, liability issues, biosecurity and safety issues. Toso shared that the committee needs to be very cautious with this because the California business is doing great and that he Chair the International Trade for National Cattlemen's Beef association, and every fed animal that

goes through the lines was worth $415.00 to the producer on export market and that can't be compromised. He then expressed that he didn't want to prevent someone from making additional income, but he didn't want to risk damaging a seventy-billion-dollar beef industry.

Staff reassured the AAC that the provision will not affect the Williamson Act Contract. William provided detailed information pertaining to codes (17.100.20 F) to determine whether or not agritourism or any other uses would be allowed.

Baggett suggested moving 17.100.20 F to the introduction and include purpose so the reader can easily find the information.

S. Williams shared a previous discussion about agritourism on AE land where the concerns of some of the operators involved bio security issues . She then informed the AAC and Commission that there are three levels of agritourism (permitted, administrative use permit, and conditional use permit), and the only way an operator would have an ability on contracted lands the operator would have to address the decision makers about the proposed agritourism event to determine which permit would be required.

S. Williams reiterated the operator can have any recreation if it's a proposed recreation use that involves no permanent facility.

A discussion occurred regarding bio security for poultry operations on AE land raised by Nielson. Nielson noted that there should be documentation set in place for visitors in poultry operations. Williams confirmed that the requirements were set in code requiring a substantial additional setback between any proposed agritourism operation and an existing poultry operation. The Commission requested that Planning staff meet with the Agricultural Commissioner to discuss best practices for Agricultural sets back and bio security to Agrotourism operations.

A discussion occurred regarding the immediate cancellation and penalty from the cancellation of the Williamson Act Contract and Rules of Procedure for the implementation of the Williamson Act, 10-150,

Insurance industry representative, Cory raised serious concerns regarding agritourism being excluded from farm liability policies, and that the County needed to consider the legal and financial exposure.

After discussion, staff will consider incorporating biosecurity, solar policy, and fire risk to the agriculture related provisions.

Baggett called for recess at 11:53 A.M out of the Joint meeting with the Agricultural Advisory Committee.

Reconvene as the Planning Commission

The Planning Commission reconvened at the Planning Commission at 12:00 P.M.

G. Discussion and Actions

1. **Planning**

Action to Approve Mariposa County 7th Cycle Housing Element Administrative Draft and Authorize Staff to Submit the Draft to the California Department of Housing and Community Development Department for 90-day Review.

Goger presented the 7th cycle Housing Element. As mandated by the state, the Housing Element has a 30-day review period, and Goger reminded the Commission they had been presented the Housing Element on May 2, 2025, so we are at the end of that 30-day period and are preparing to submit the Housing Element to the State's Housing and Community Development Department (HCD).

Goger explained there were some minor changes from the document that was presented on May 2nd. Those changes were recommended by McCamman. Another item that was added was a new program to support tribal housing, program 5.7. This program is similar to program 5.2 which supports non-profits. This completes the Affirmatively Furthering Fair Housing Section.

Goger brought attention to program 4.2 which is to monitor and understand short term rental growth in the community. The proposed Housing Element will continue this program per the direction from the Short-Term Rental Study. Staff is focusing on administrative improvements as directed. There is still a belief that the market will naturally level out without government interference. Goger did note that a quantified objective has been added to program 4.2 is to maintain no more than 10% of the housing stock in short term rental use. Goger asked if this is acceptable to the Commission.

McCamman showed concern that the market should control the number of short-term rentals in the county, not the Commission.

Baggett agreed the market will drive it. Goger agreed to strike the line, but there will likely be some back-and-forth with HCD because we are approaching a percentage that is greater than normally accepted in communities. The county's consultant for the Housing Element recommended staff look at other gateway communities and see where they are setting their short-term rental limit and do the same. Baggett recommends removing the 10% cap on short-term rentals because no one from Yosemite West or Wawona is concerned. McCamman agreed that since 25% of houses in the community are second homes, it doesn't make sense to limit short term rentals. Baggett continued his agreement by saying that very few houses are currently available in the market and people are not building houses so we should let the market continue. Goger conceded to remove the provision from program 4.2.

Engfer thanked the Commission for their guidance and reiterated that HCD may have comments on the revision. Baggett mentioned some grammatical mistakes that should be fixed before the Housing Element is submitted to the state.

By motion Commissioner Herman, seconded by Commissioner Smith, the Planning Commission approved Mariposa County 7th Cycle Housing Element Administrative Draft and authorized staff to submit the draft to the California Department Of Housing And Community Development for 90-day review. Motion Passed.

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

EXCUSED: None

H. Commissioner Reports

Next meeting will be a CCAC joint meeting on June 27. Engfer said that he hopes to have the Draft Development Code available more than 7 days before the meeting. The meeting will focus on only one item: code compliance. The July 11th was reserved as a backstop to clean up any additional items or other review that need to occur with a list of all of the changes to the code from preliminary actions. Baggett would like to receive the Development Code in sections instead of one large document a week before the meeting.

I. Information Items

Engfer shared an appeal for Happy Goat's Conditional Use Permit went before the Board of Supervisors, and the Board took tentative action to deny the appeal and uphold the Planning Commission's action on the Conditional Use Permit. A final resolution to deny the appeal is slated for June 17, 2025.

J. Future Agenda Items

- May 30, 2025 Planning Commission Draft Minutes

K. Adjournment

There being no further business the meeting was adjourned at 12:15 P.M.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-364

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Chris Trindade, Unit Chief

RE: Approve a Letter of Support for Mariposa Fire Safe Council's Application to the Sierra Nevada Conservancy Wildfire and Forest Resilience Grant for the Stumpfield Fuel Break Maintenance Project; and Authorize the Board of Supervisors Chair to Sign the Letter

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RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the Sierra Nevada Conservancy Wildfire and Forest Resilience Grant for the Stumpfield Fuel Break Maintenance Project; and Authorize the Board of Supervisors Chair to Sign the Letter.

The Sierra Nevada Conservancy Wildfire and Forest Resilience Grant Program is designed to create a more fire resistant landscape and to protect communities. Upon discussion of this project, Mariposa County Fire Advisory Committee voted unanimously, with the applicant representative abstaining from vote, to recommend this letter of support be approved by the Mariposa County Board of Supervisors and signed by the Chair.

The Stumpfield Fuel Break Maintenance Project will treat regrowth of vegetation along the Stumpfield Fuel Break, a critical and strategic fuel break created by the Fire Safe Council through a previous CAL FIRE grant. This maintenance will strengthen the effectiveness of the existing fuel break, reducing the risk of wildfire impacts in and around the Chowchilla river watershed and neighboring communities.

This project addresses Action 6 on Table 9 of the Mariposa County Community Wildfire Protection Plan as well as CAL FIRE unit priorities.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has signed letters of support for wildfire risk reduction projects recommended by Mariposa County Fire Advisory Committee in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter of support. A Mariposa County Board of Supervisors approved letter of support will not be included in this grant application, which could lower the chance of grant award.

FINANCIAL IMPACT

None

ATTACHMENTS

1. MFSC_Letter_of_Support_Stumpfield_Fuel_Break (1)

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

[Org Letterhead]

Date: [Insert Date]

Re: Letter of Support – Stumpfield Fuel Break Maintenance Project - Funding Request to Sierra Nevada Conservancy

To Whom it May Concern,

The Mariposa County Board of Supervisors strongly supports the Mariposa Fire Safe Council's application for the Stumpfield Fuel Break Maintenance Project. This project is also endorsed by the multi-agency collaborative Mariposa County Fire Advisory Committee (MCFAC) which is an assembly of fire agencies, county departments, and community organizations, with the goal of addressing wildfire risk.

The Stumpfield Fuel Break is identified as a high-priority project in the Mariposa County Community Wildfire Protection Plan (CWPP) and is also recognized by CAL FIRE as a critical strategic fuel break for wildfire risk reduction. Located within a high-threat wildland-urban interface area of the steep Chowchilla River Drainage, this fuel break plays a key role in reducing wildfire intensity, improving firefighter access, and protecting life, property, and critical infrastructure. MFSC shares a unified commitment to advancing the priorities outlined in the CWPP and supporting CAL FIRE's strategic wildfire prevention goals.

The Stumpfield Fuel Break was originally put into place to prevent a recurrence of the devastating 1961 Harlow Fire. The Harlow Fire became the fastest moving wildfire in U.S. history and remained the fastest fire in California history for many decades. It consumed two towns and a large portion of a third. With the current heavy fuel loads and built environment within the Harlow Fire footprint, and given similar fire conditions, a recurrence would be very severe. The Stumpfield Fuel Break is essential to protect life, community, and the Chowchilla River watershed.

Without regular maintenance, vegetation regrowth in this area can quickly compromise the effectiveness of the original fuel break. This maintenance project will ensure the Stumpfield Fuel Break continues to provide essential community safeguards for the multiple communities at risk. By securing funding for this maintenance effort, Mariposa will be able to preserve one of its most important wildfire mitigation assets and continue to protect long-term community resilience and watershed health.

We respectfully urge the Sierra Nevada Conservancy to fund this request and prioritize the Stumpfield Fuel Break Maintenance Project in support of our coordinated wildfire prevention strategy across counties.

Sincerely,

[Name]

[Title]

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-365

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Adopt a Resolution of Intention to Authorize the Application to and Participation in the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2; and Authorize the Board Chair to Sign the Resolution

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Authorize the Application to and Participation in the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2; and Authorize the Board Chair to Sign the Resolution.

Mariposa County Health and Human Services Agency (MCHHSA) is seeking Board of Supervisors approval to co-apply for BHCIP-2 grant funding in the not to exceed amount of $30,000,000. These grant funds would allow for the participation as a co-applicant with Madera County to develop a facility for Mental Health Crisis Stabilization and Sobering Center in Oakhurst, California. Through this co-application, Mariposa County residents will benefit from having access to more expedient treatment options closer to their home as well as meaningful coordination of follow-up services.

There may be a local match requirement and MCHHSA staff are engaged with Madera County staff to discuss this match amount should their joint application be successful.

Current resources in the area do not include a crisis stabilization unit or a sobering center. The closest option for these services is Modesto or Fresno both of which are often full, resulting in long wait times. A lack of this level of care can also lead to persons in a mental health or substance-use crisis needing a higher level of treatment due to the wait times for treatment.

Additionally, Mariposa County may be found to be out of compliance with access criteria for Medi-cal service delivery due to lack of this level of care. If found out of compliance, the Department of Health Care Services may issue fines and sanctions as outlined in Behavioral Health Information Notice (BHIN) #22-032, 23-042 and 25-023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of supervisors approved participation in the original round of BHCIP grant application through Resolution #2024-489 on November 12, 2024 allowing for expansion of services within North County.

The Board of Supervisors approved participation in a multi county collaborative through Resolution number 2017-809 on December 5. 2017 allowing for the participation with Merced County in a collaborative that provided access to Crisis Residential Unit level of care.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board of Supervisors does not approve the application and participation in BHCIP-2 the residents of Mariposa County will continue to have limited access to Crisis Stabilization Units and Sobering Centers. If a resident is in need of these services, they will be faced with long wait times for acceptance to a facility that is out of the area potentially hours distance from their home.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Bond_R2_RFA_FINAL_06122025_508 (1)**
2. **Bond_R2_Form10_Auth_Resolution_Corporation-Template_DHCS_5.21_a11y (1)**

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

California Department of Health Care Services
Proposition 1:
Behavioral Health Infrastructure
Bond Act of 2024:

Behavioral Health Continuum Infrastructure Program
Round 2: Unmet Needs (2025)
Request for Applications

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Part One: Overview

1.1. Introduction to the Grant Opportunity and State Priorities

The California Department of Health Care Services (DHCS) launched the Behavioral Health Continuum Infrastructure Program (BHCIP) to address historic gaps in the behavioral health care continuum and meet the growing demand for services and support across the life span of vulnerable individuals in need.

The State priorities for BHCIP are:

- Address urgent needs in the care continuum for people with mental health or substance use conditions, including unhoused people, veterans, older adults, adults with disabilities, and children and youth.
- Invest in behavioral health and community care options that advance health equity of behavioral health care and community options.
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization.
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing unsheltered homelessness and justice involvement.
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy.
- Leverage county and Medi-Cal investments to support ongoing sustainability.
- Leverage the historic state investments in housing and homelessness.

1.2. Purpose

In March 2024, California voters passed Proposition 1, which includes the Behavioral Health Services Act (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act (BHIBA) of 2024 (Assembly Bill 531), authorizing DHCS to make additional BHCIP grant funding available to eligible entities. The BHIBA is a $6.38 billion general obligation bond to develop a wide range of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for Californians experiencing mental health conditions and substance use disorders. Of the total bond amount, DHCS is authorized to award up to $4.4 billion "to construct, acquire, and rehabilitate real estate assets or to invest in needed infrastructure to expand the continuum of behavioral health

treatment resources to build new capacity or expand existing capacity for short-term crisis stabilization, acute and subacute care, crisis residential, community-based mental health residential, substance use disorder residential, peer respite, community and outpatient behavioral health services, and other clinically enriched longer term treatment and rehabilitation options for persons with behavioral health disorders in the least restrictive and least costly setting."[1] Of these funds, $1.5 billion of competitive grant funding will be exclusively available to cities, counties, city and counties, and Tribal entities and $30 million will be specifically designated to Tribal entities. The balance of the funds, up to $2.893 billion, is available to cities, counties, Tribal entities, and nonprofit and for-profit organizations. The BHCIP portion of the bond is estimated to fund 6,800 residential treatment beds and provide behavioral health outpatient treatment for 26,700 slots and will build on other major behavioral health initiatives in California. The Department of Housing and Community Development (HCD) will oversee the remaining BHIBA available funding—up to $2 billion in total. There will be a separate Notice of Funding Availability for that portion of the BHIBA.

1.3. Bond BHCIP to Date

DHCS was authorized through 2021 legislation to establish BHCIP and award grant funding to construct, acquire, and expand properties and invest in mobile crisis infrastructure related to behavioral health. DHCS has awarded $3.3 billion in funding to eligible entities across the state for Round 1.:

[1] AB-531. The Behavioral Health Infrastructure Bond Act of 2023.

1.4. Timeline

Table 1. Timeline for Bond BHCIP Round 2: Unmet Need

Request for Application Release	
Request for Applications (RFA) Release	May 30, 2025
Mandatory Pre-Application Consultation (PAC)	
Pre-Application Consultation (PAC) Registration Opens (Accessible Here) Access to the Application Portal will be available following PAC completion.	June 2, 2025
PAC Window Period	June 26, 2025, through October 1, 2025
Deadline to Schedule a Required PAC	August 29, 2025
Office Hours (Recommend PAC to be Completed First)	Schedule Time Slot (ends October 23, 2025)
Webinars	
Informational Webinar—Please Register Here	June 23, 2025; 1–2 p.m. Pacific Time (PT)
Tribal Informational Webinar—Please Register Here	June 24, 2025; 2–3 p.m. PT
Application Deadline	
Application Due Date	October 28, 2025, at 5 p.m. PT (No Exceptions)
Bond BHCIP Round 2 Awards	
Award Announcements	Anticipated Spring 2026

1.5. Total Grant Amount

Bond BHCIP Round 2: Unmet Needs: Over $800 million will be available to construct, acquire, and rehabilitate real estate assets to expand the continuum of behavioral health treatment and service resources for Californians (see section 2.4) in this round of Bond BHCIP funding. Bond BHCIP Round 2: Unmet Needs funds are not intended to preserve existing service capacity. Bond BHCIP Round 2: Unmet Needs grantees must commit to serving Medi-Cal members and vulnerable populations, including unhoused people, veterans, older adults, adults with disabilities, and children and youth.

For purposes of Bond BHCIP Round 2: Unmet Needs funding, DHCS will focus on the remaining gaps in the statewide behavioral health continuum and prioritize mental health community residential beds and crisis settings (please see Eligible Facility Chart for more information). DHCS also aims to distribute grant funds to rural/remote areas with outstanding behavioral health needs or insufficient behavioral health infrastructure, and geographic areas with no prior BHCIP infrastructure projects. In addition, DHCS is prioritizing regional models aimed at constructing, renovating, and/or expanding community-based services.

Part Two: Project Requirements

2.1. Eligibility Requirements

1. Eligible Applicants
2. Medi-Cal Services
3. Licensing, Certification, and Accreditation
4. Project Readiness
5. Building Use Restriction
6. Community Needs and Support

Eligible Applicants

Counties, cities, Tribal entities ("Tribal entity" shall mean a federally recognized Indian tribe, Tribal organization, or urban Indian organization, as defined in Section 1603 of Title 25 of the United States Code), nonprofit organizations, and for-profit organizations whose projects reflect the State priorities and align with facility types listed in Table 2 are eligible to apply for this funding, noting the following stipulations:

- Projects must make a commitment to serve Medi-Cal members.
- Recipients of BHCIP awards in prior rounds, including Bond BHCIP Round 1: Launch Ready, are eligible to apply. Any additional Bond BHCIP funding awarded must be used to further expand or create new facility capacity. To be considered, applications must clearly explain the funding request for additional behavioral health project expansion and how it meets the statewide continuum of care. Bond BHCIP funding will not fund budget shortfalls or cost overruns for any previously awarded BHCIP projects.
- For joint applications, all co-applicants must be named in the grant application and must submit letters of commitment that are included with the application. Co-applicants share the legal and/or fiscal responsibilities associated with the grant.
- For-profit organizations with no prior behavioral health experience must apply with a partner, such as a nonprofit organization, Tribal entity, city, or county, with the requirement that the partner organization have relevant experience with the target population reflected in the successful development, ownership, or operation of a comparable project. A memorandum of understanding (MOU) or other agreement with the nonprofit organization, Tribal entity, city, or county to confirm the organization's role in the project, including that they are working on behalf of the service provider, is also required.

Medi-Cal Services

Awarded applicants must serve Medi-Cal members and are expected to work with their county behavioral health/mental health administrator and/or DHCS for the provision of Medi-Cal reimbursements once the funded facility's expansion or construction is complete.

In addition to Medi-Cal reimbursements, applicants must describe the payor mix that will pay and sustain behavioral health services once project construction is complete. Examples of payors, in addition to Medi-Cal, can include private health insurance, private pay, grants, county funds or other behavioral health funding. Applicants must provide a description of their contingency plan for funding any potential cost coverage beyond the grant award.

License, Certification, and Accreditation

Applicants must indicate the applicable behavioral health licensing, certifications, and accreditations required to operate their Bond BHCIP-funded program by the State and/or at the local level. Applicants proposing facilities that do not require licenses or certifications through a state oversight agency will need to indicate this in their application. As part of the technical assistance (TA), applicants may receive information and guidance about the licensure and certification process and timelines for application submission.

Project Readiness

To be eligible for Bond BHCIP Round 2: Unmet Needs funding, a project must demonstrate "project readiness." At a minimum, the fundamental threshold requirements for "project readiness" are as follows (items noted with an asterisk must be submitted with the application):

- **Site control.*** Any one of the following must be used to prove site control (other documentation demonstrating site control may be submitted for DHCS consideration):
    - Title vested to applicant demonstrated with current title report (ownership).
    - Executed purchase and sale agreement (PSA).
    - Mutually executed Letter of Intent (LOI).
    - Preexisting long-term lease (acceptance of a Bond BHCIP award will require a lease extension of no fewer than 30 years).
    - Executed exclusive negotiation agreement (ENA).

  - *Note*: An MOU does *not* constitute site control. Please be sure to discuss any other proposed site control documentation during your required pre-application consultation (PAC).

- **A preliminary title report**.*
- **A sustainable business plan*** (pro forma) with five-year projections (Form 9) within existing available funding (income and expenses) of future objectives and strategies for achieving them.
- **A conceptual/schematic site plan*** with a forecast of the developmental potential of the property.
- **Stakeholder support*** as demonstrated by letters of support from internal boards of directors, Tribal councils or advisory boards, and professional/community partners, as relevant. For city, nonprofit, or for-profit applicants, this would be a letter of support from their county behavioral health agency.
- **Demonstration of county and Medi-Cal investments** to support ongoing sustainability.
- **Match** amount and source identified in budget.
- **Board Authorizing Resolution (BAR)*** to confirm signing authority for the contract. Eligible entities may use the BAR template provided (Form 10). Local government entities can use their specific authorizing resolution document.
- **Photo of Proposed Property*** in pre-BHCIP stage. High quality photo should be in a JPG format with size of 1024x768 pixels or larger, but not to exceed 15MB in file size. A PDF will be an acceptable alternative file format.

Building Use Restriction

A commitment to the provision of behavioral health services and building use restriction for a 30-year period through a deed restriction placed on the property title is required (see section 2.6). After a conditional award is issued to an applicant, the 30-year encumbrance period must officially be approved by the applicant's board (and property owner, if applicant is a lessee), as indicated through the submission of an official BAR.

Community Needs and Support

All applicants must describe the local needs based on the "Assessing the Continuum of Care for Behavioral Health Services in California" report and any local needs assessments used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance equity. Projects will be required to certify that they will not exclude certain populations outside their mission or scope, such as those who are justice-involved or children and youth in foster care.

Insights and active involvement from the neighboring and local community and stakeholders must be included in project planning, design, implementation, and evaluation. All applicants must complete application Form 7: Community Engagement and provide any relevant letters of support for the project. All letters must be signed and dated no more than six months before the date of application submission.

At the time of application, city, nonprofit, or for-profit applicants must also include a letter of support from their county behavioral health agency or, if a Tribal entity, the Tribal council, chairperson, or Tribal authorizing entity. The letter should indicate support for working with completed projects for Medi-Cal services. Bond BHCIP grant awards do not guarantee county contracts for the provision of Medi-Cal services.

All applicants governed by a CEO or board must also submit a letter of support from the CEO or board.

2.2. Eligibility Considerations

All applicants must demonstrate how their infrastructure project will expand community-based facility capacity exclusively for behavioral health services in the continuum of care and address unmet needs. Regional models or collaborative partnerships aimed at construction, renovation, and/or expansion of community-based services are eligible. A regional model is described as counties partnering to create established networks of organized systems of care.

Bond BHCIP awarded projects are expected to complete project construction and be offering behavioral health services no more than five years post execution of Bond BHCIP contract also referred to as Program Funding Agreement (PFA). All proposed projects must

meet the minimum threshold of project readiness. Projects must be in one of the three phases (see below). The phases of project development will be considered during the evaluation of each application. Applicant projects are considered to be in a given phase of development only after they have met all of the requirements in the previous phase. Required documentation will be reviewed with each applicant during the PAC process and must be submitted as part of the application.

Funding is intended for planning, preconstruction, permitting, and construction; allowable costs include those activities identified in the development phases below.

Phase 1: Planning and predevelopment

- Development team established; includes attorney, architect, and/or design-build team.
- Site control, defined as ownership, an executed PSA, an executed LOI, a long-term lease, or an executed ENA (see section 2.1).
- Basic schematic design site plan, with basis of design; includes architectural and engineering narratives.
- Property-specific site investigation report and due diligence.
- Budget with cost estimates based on site plan/drawings.

Phase 2: Design development

- Site control, defined as ownership, an executed PSA, an executed LOI, a long-term lease, or an executed ENA (see section 2.1).
- Site plan established with a schematic plan with architectural and engineering specifications, including architectural design drawings.
- Stakeholder support established as demonstrated by a letter from city/county/board of directors/Tribal entity.
- Able to gain building permits within six months of funding.
- Able to close on land and gain building permits within six months of funding.
- Able to start construction within nine months of funding.

Phase 3: Shovel ready

- Ownership of real estate site.
- Preliminary plan check completed, with comments received.
- Construction drawings completed or near completion.
- General contractor (builder) selected and ready for hire.
- Ninety percent of construction drawings ready for submission for building permit.
- Building permit ready for issue.
- Able to start construction within 60 days or less.

Final Phase: Construction

- Projects that rehabilitate or renovate an existing facility are allowable as long as they result in an expansion of behavioral health services for the target population. Only the new capacity expansion is eligible for Bond BHCIP funding.

2.3. Site Identification and Feasibility Analysis

Applicants will be expected to develop a competitive and itemized professional budget for all development costs, including legal, insurance, permits and fees, and performance and payment bonds, which will be scored alongside applications for projects of similar setting types and sizes.

DHCS, AHP, and AHP's subcontractors will conduct a financial viability assessment (as demonstrated through a five-year pro forma business plan) (Form 9), considering continued fluctuations in construction and other costs. Through various TA activities, such as the PAC and financial document review, the State will assess long-term operational sustainability once the capital project is complete and in use for its intended purpose.

2.4. Eligible Facility Types

The following facility types will be considered for project funding **only** if they are expanding behavioral health infrastructure.

Table 2. Eligible Facility Types

Bond BHCIP Round 2: Unmet Needs Eligible Facility Types
Mental Health Facilities
Acute Psychiatric Hospital
Behavioral Health Urgent Care (BHUC)/Mental Health Urgent Care (MHUC)*
Children's Crisis Residential Program (CCRP)
Community Mental Health Clinic (outpatient)
Community Treatment Facility (CTF)
Crisis Stabilization Unit (CSU)*
General Acute Care Hospital (GACH) for behavioral health services only
Mental Health Rehabilitation Center (MHRC)
Peer Respite*
Psychiatric Health Facility (PHF)
Psychiatric Residential Treatment Facility (PRTF)
Short-Term Residential Therapeutic Program (STRTP)
Skilled Nursing Facility with Special Treatment Program (SNF/STP)
Social Rehabilitation Facility (SRF) [1]*
Substance Use Disorder (SUD) Facilities
Adolescent Residential SUD Treatment Facility
Adult Residential SUD Treatment Facility
Chemical Dependency Recovery Hospital
Hospital-Based Outpatient Treatment (outpatient detoxification/withdrawal management)
Narcotic Treatment Program (NTP)
NTP Medication Unit
Office-Based Opioid Treatment (OBOT)
Outpatient Treatment for SUD
Partial Hospitalization Program
Perinatal Residential SUD Facility
Sobering Center

[1] Also referred to as Social Rehabilitation Program (SRP). California Department of Social Services licenses SRFs and DHCS provides the Social Rehabilitation Program certifications as either a Short-Term Crisis Residential Treatment Program, Transitional Residential

Treatment Program, or Long-Term Residential Treatment Program. The SRP is a certification and does not exist without the SRF license.
*Eligible facility types that are highly encouraged. These proposed facility types do not guarantee a Bond BHCIP award.

Facility types that are not eligible for funding:
Correctional settings
Schools

Applicants will be expected to define the types of facilities they will operate and explain how they will expand service capacity exclusively for community-based behavioral health facilities. Regional models, collaborative partnerships, and public-private partnerships are strongly encouraged.

2.5. Post-Award Expectations

Selected applicants will receive a notice of conditional award. Conditional awardees will be required to sign and return to DHCS an attestation agreeing to the grant terms. Grantees must also commit to clearing title to the subject property to be improved with Bond BHCIP funds and execute PFA within 90 days of receipt of the PFA. Failure to fully execute the PFA within the required time frame may result in the rescinding of Bond BHCIP funding awards. DHCS will not accept any changes to the PFA.

Grantees must have a financial management system to track and project funding usage and perform any required data reporting. Bond payment processes and funding cycle will be subject to bond funding requirements. Additional guidance and TA will be provided to grantees in order to comply with bond requirements.

Awarded grant funding for Bond BHCIP Round 2: Unmet Needs must be fully expended, and construction completed within five years of the date of the Notice of Award.

2.6. Encumbrance and Use Restrictions

In accordance with section 5960.15 of the California Welfare and Institutions Code (WIC), applicants will be required to commit to operating behavioral health services in the

financed facility for the intended purpose for a minimum of 30 years. Bond BHCIP funding may not be used to fund behavioral health services or pay for the renovation/preservation of existing capacity. Bond BHCIP funds may only fund the expansion of new behavioral health capacity.

2.7. Match Requirements

Mandatory match guidelines are required by statute and will be set according to applicant type. Cash match must be deposited into the project bank account (see section 5.2) within the specified timeframe outlined in the PFA. Required match is calculated based on the total Bond BHCIP Round 2 funds requested.

Table 3. Match Requirements for Bond BHCIP Round 2: Unmet Need

Local Government and Nonprofit Organization	For-Profit Organization	Tribal entities
10 percent	25 percent	5 percent
Higher priority for applicants that include a higher cash match		

Applicants that have no prior behavioral health experience are required to have a co-applicant and apply with an experienced service provider in order to leverage their co-applicant's behavioral health experience. The co-applicant's entity type will determine the percentage that will be used to calculate the match requirement. The match requirement will be based on the partner with the lowest match amount.

Types of Eligible Match Sources

Applicants must document the match source being pledged for the project. Three types of sources are eligible to satisfy the match requirement: (1) cash, (2) in-kind property, and (3) sunk costs (i.e., capital expenses already incurred on the project). All match sources must be approved by DHCS.

a. Cash

Cash is the strongest form of match and can come from a variety of sources, depending on the applicant. Applicants must document their ability to pledge the required match in cash, including providing bank statements and investment statements showing available cash on hand. Applicants seeking to pledge public or private grant funds must document the funds are eligible for use on the proposed project. Cash sources for the delivery of services are not an eligible source of cash match. The list below provides additional examples of eligible cash sources:

- Mental Health Services Act (MHSA) funds from Community Services and Supports and Capital Facilities and Technological Needs (CFTN) components
- Behavioral Health Services Act (BHSA) funds from the Behavioral Health Services and Supports
- Foundation/philanthropic support
- Opioid settlement funds (per guidance, allowable for SUD facilities only)
- Incentive payments from managed care plans

b. In-Kind Property Equity

Applicants may pledge the in-kind equity value of property if the property being pledged is the actual property where the facility will be located and the entire assessor's parcel number (APN) of the property being pledged for match is dedicated to the new development project. ***Only the equity value of the APNs that will be encumbered by the 30-year encumbrance restriction can count as an in-kind property match source and must be validated by a certified appraisal of the specific APN.***

In order to document the equity value of the pledged property, applicants must submit a certified appraisal dated within five-year period prior to the date of application. The

certified appraisal must only give a value for the specific APN to be encumbered. The equity value of the property will be used to determine if the applicant can meet the in-kind property match requirement.

If the applicant has an outstanding mortgage on the property that it pays on a regular basis, it must submit a copy of the most recent mortgage statement, including the outstanding mortgage value. The outstanding mortgage amount will be subtracted from the certified appraisal to determine the equity value:

certified appraisal value − outstanding loan amount = equity value

If an applicant has purchased the property outright and has clear title in hand, the applicant must submit either the grant deed or the payoff letter to indicate there is nothing outstanding that would reduce the equity value. Property valuations will be approved at the discretion of DHCS.

c. Sunk Costs

Sunk costs exceeding one year prior to the date of the Bond BHCIP Notice of Conditional Award may not be claimed towards match requirement. Sunk costs must be submitted for review no later than seven calendar days after the date of the Notice of Conditional Award.

To satisfy the match requirement, DHCS may approve on a case-by-case basis sunk costs directly related to the development project. Sunk costs may be established with documentation of paid invoices including date and address of service and proof of payment (e.g., cancelled checks, online bank records, invoices) for professional services related to predevelopment of the proposed Bond BHCIP project. Eligible sunk costs may include the purchase of real property and construction or renovation/rehabilitation costs, including project planning or project management; appraisals; inspections; preconstruction costs such as permitting, surveying, architectural, and engineering fees; hardscaping and/or landscaping costs essential to the completion of the project (may not exceed 5 percent of the total grant award); and furniture, fixtures, and equipment (FFE).

All match amounts must be well-documented. Both the amounts and sources will undergo a thorough review by DHCS and AHP prior to the awarding of funds. Cash is the preferred

form of match. Services, Behavioral Health Subaccount funding, and State general funds are not permitted sources for match.

2.8. Development Budget

Applicants will be expected to submit when applying within the application portal, a competitive and itemized professional development budget (see application attachment Form 2: Budget Template worksheet PDF as a reference only) with their Bond BHCIP Round 2: Unmet Needs application. All development budgets must contain the requested amounts for each phase of funding. Bond BHCIP awards will be based on the application budget; therefore, special attention and care should be made to include all development costs associated with planning, permitting, and construction of a "public works" prevailing wage job. Applicants that have a current Negotiated Indirect Cost Rate Agreement (NICRA) established with a federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals may use the current NICRA as the basis for indirect costs. Alternatively, if the applicant does not have a current NICRA, the applicant may elect to use a rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

Applicants should include all anticipated costs for the planning, permitting, and construction of their project, including prevailing wage rates for all onsite work, for an anticipated construction start in 2026-2027. Budgets should include all costs for insurance (including builder's risk, workers' compensation, commercial auto, general liability, and property), along with costs for payment and performance bonds, legal fees, specialty consultants, permits and fees associated with building permits, and potential additional fees, depending on the project and jurisdiction. The PFA details insurance requirements.

Applicants must comply with all Department of Industrial Relations (DIR) regulations related to completing a "public works" project and should only accept qualified construction bids from general contractors who are currently registered with the DIR (see section 2.10) and preferably have past public works experience.

Essential FFEs may be allowable costs for permanent property that is attached to the building and/or required for license/certification of the facility, as per the DHCS allowable expense list (Attachment B), with a maximum of 10 percent of the total budget.

Project grantees are responsible for ensuring that their project is on schedule and on budget. Project grantees that are awarded Bond BHCIP funds will be solely responsible for any costs to complete the project in excess of the Bond BHCIP award amount. Applicants must provide a description of their contingency plan for funding any potential cost overages beyond the Bond BHCIP grant award.

2.9. Accessibility and Nondiscrimination

All developments must adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act, Title II. In addition, developments must adhere to either the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 8, or the U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units should, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Grantees must adopt a written nondiscrimination policy requiring that no person will, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), justice system involvement (except where explicitly required by law), or arbitrary characteristics, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project or activity funded in whole or in part with funds made available pursuant to this RFA. Nor will all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of

the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to this RFA.

Grantees must comply with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, Government Code section 11135, section 504 of the Rehabilitation Act of 1973, and all regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35.

2.10. State Prevailing Wage

A project funded by a Bond BHCIP grant is a "public works" project if the applicant intends to use the Bond BHCIP funds for the "construction, alteration, demolition, installation, or repair" of a building or structure (Cal. Lab. Code section 1720(a); Cal. Lab. Code section 1750(b)(1)). Applicants using Bond BHCIP grants to fund public works are subject to California's prevailing wage and working hours laws (Division 2, Part 7, Chapter 1 of the California Labor Code), and the applicant's project is subject to compliance monitoring and enforcement by the DIR (Cal. Lab. Code section 1771.4(a)(1)). Bond BHCIP award recipients must register as the "awarding body" with the DIR within 30 days of execution of the PFA. Further, as detailed in the Bond BHCIP PFA, proof that the general contractor is registered with the DIR will be required before Bond BHCIP funds are disbursed.

Applicants must complete Form 5: Applicant's Certification of Prevailing Wage as a part of the application process. If DHCS selects an applicant to receive a Bond BHCIP grant and the applicant is using the grant to fund a public works project, then the applicant must submit a Certification of Compliance that includes an attestation from the general contractor certifying that the general contractor will comply with California's prevailing wage and working hours laws (including posting job notices, as required by Labor Code section 1771(a)(2)). The Certification of Compliance must also state that the general contractor will maintain its labor records in compliance with all applicable state laws (Cal. Lab. Code section 1776) and should make all labor records available to the DIR and any

other applicable enforcement agencies upon request (Cal. Lab. Code section 1771.4(a)(3)). The Certification of Compliance must be signed by the general contractor(s) and the applicant.

If DHCS selects an applicant to receive a Bond BHCIP grant and the applicant is not using the grant to fund a public work, then the applicant must submit a Certification of Inapplicability to DHCS explaining why the project is not a public work as defined by California Labor Code section 1720. The Certification of Inapplicability must be signed by the general contractor(s) and the applicant.

2.11. Streamlined, Ministerial Review Process

In accordance with California WIC section 5960.31, if a Bond BHCIP-funded project meets the criteria set forth in paragraph (1) or (2) and complies with subdivisions (b) and (c) of that section, then it "shall be a use by right and shall be subject to the streamlined, ministerial review process and filing requirement, pursuant to subdivisions (b) and (d) of Section 50675.1.5 of the Health and Safety Code, and not subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals."

Applicants must determine if they are subject to the streamlined, ministerial review process due to meeting the requirements set forth in California WIC section 5960.31, and work with their own counsel and local governing bodies for determinations as such. Neither DHCS nor AHP is responsible for making this determination.

2.12. California Environmental Quality Act (CEQA)

In the event the applicant determines that its Bond BHCIP-funded project is exempt from CEQA, due to being subject to ministerial review (14 C.C.R. §15268(a)) or any other reason, the applicant must file a Notice of Exemption with the appropriate local agency. Additionally, the applicant must provide DHCS, through AHP, with a copy of the filed Notice of Exemption.

If the applicant determines that CEQA applies to its project, the applicant must provide DHCS, through AHP, with copies of all appropriate documentation demonstrating the project's compliance with CEQA once the applicant has received project approval.

Neither DHCS nor AHP is responsible for determining whether Bond BHCIP-funded projects are exempt from CEQA. Furthermore, neither DHCS nor AHP is responsible for filing the Notice of Exemption on behalf of an applicant.

Part Three: Application Process and Submission

3.1. Application Process

Applications will be accepted electronically only. Applications may not be hand delivered or mailed. The application and attachments, along with instructions for submission of the online application, can be found on the BHCIP website. No modified formats will be accepted. The deadline for applications will be **October 28, 2025**, **at 5 p.m. PT.** It is the applicant's responsibility to ensure that the submitted application is complete and accurate and includes all required supporting forms. Reviewers may request additional clarifying information from the applicant. An application will not be reviewed in the following instances:

- The applicant does not request a PAC by the specified deadline (see section 1.4).
- The application is received after the application submission deadline.
- The application is incomplete or missing required information or forms, and/or does not include a complete development budget (see section 2.8).
- The facility type is ineligible.
- The project fails to meet minimum threshold requirements (see section 2.2).

Reasonable Accommodations for Bond BHCIP Application

For individuals with disabilities, DHCS will provide assistive services such as reading or writing assistance and conversion of the RFA, questions/answers, RFA addenda, or other Administrative Notices in braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please send an email to BHCIP@dhcs.ca.gov or call (323) 545-6202.

Funding Methodology

There are no funding set-asides for Bond BHCIP Round 2: Unmet Needs. DHCS will competitively award funding statewide to address urgent behavioral health gaps and outstanding service capacity needs across all regions.

Statewide regions	Available funding statewide across all regions* ($800+ Million)
Balance of State: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne **Bay Area:** Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma **Central Coast:** Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz **Los Angeles County** **Sacramento Area:** El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba **San Joaquin Valley:** Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare **Southern California:** Imperial, Orange, Riverside, San Bernardino, San Diego, Ventura **Tribal**	$800+ Million

*No geographic distribution of funding.

3.2. Pre-Application Consultations (PAC) and Technical Assistance (TA)

As consistent with previous BHCIP rounds of funding, AHP, is serving as the Bond BHCIP administrative entity and will be assisting in the provision of PACs and TAs.

Starting in June 2025, and concluding in October 2025, and as part of the RFA process, all prospective applicants will be required to register, schedule a date and time, attend, and complete a PAC with AHP to discuss their potential project. The PAC will provide an opportunity to discuss the proposed project, match requirements and potential sources of local match, statutory and regulatory requirements, how the project addresses local need/gaps and the State's priorities, and other related considerations. AHP will provide PACs in coordination with experts in real estate, finance, Tribal relations, and behavioral

health, as needed. Applicants will submit a request for a PAC by completing a PAC request form to indicate their understanding of the project requirements. The deadline to request a PAC will be August 29, 2025.

DHCS and AHP will be holding office hours and offering bond funding application learning modules to potential applicants to assist in application preparation. These TA offerings will review various project-related topics. TA will help applicants understand the minimum project requirements and budgeting practices. Minimum project requirements will be discussed in the TA offerings, including match requirements, a sustainable business plan, a conceptual site plan, architectural and engineering narratives, roles and responsibilities of development teams, and initial budgeting based on conceptual site plans.

Upon receipt of an award and execution of the PFA, the eligible applicant and any co-applicants will be referred to as the project "sponsor," both individually and collectively. Following award announcements, specialized TA will be provided to all Bond BHCIP sponsors. In addition, DHCS and AHP will offer ongoing general training and TA, including learning collaboratives and other opportunities, for sponsors throughout the life of the project.

Additional information and TA related to the RFA will be available on the BHCIP website. DHCS and AHP will also develop and update on an ongoing basis a list of Frequently Asked Questions (FAQs) that will be accessible to all prospective applicants and grantees. See the timeline in section 1.4 for important dates and times.

Part Four: Award Scoring and Process

4.1. Application Scoring Criteria

Eligible Bond BHCIP grant applications undergo a competitive review process. DHCS will only award and fund projects from applicants that are in good standing with all local, county, state, and federal laws and requirements.

At a minimum, applicants must provide a full, complete application and meet the following criteria to be considered for award:

- Demonstrate expansion of services for individuals in need of behavioral health services.
- Identify a service capacity increase in the total number of bed and/or slot count based on each proposed facility type and the individuals to be served. This does not include current capacity. Only capacity expansion will be funded by Bond BHCIP.
- Demonstrate eligible match source and requirements.
- Attest that the project will meet federal, state, and local laws, with the exception of Tribal projects on Tribal lands.
- Demonstrate the capacity to complete project development, not to exceed budget submitted, and expend funds within five years of receipt of the Notice of Conditional Award.
- Align with the State priorities listed in section 1.1.
- Align with needs and gaps outlined in the statewide assessment, "Assessing the Continuum of Care for Behavioral Health Services in California."
- Budget reasonable proposed costs for the facility type and scope of rehabilitation or renovations proposed.
- Demonstrate long-term sustainability for the proposed project.

4.2. California Public Records Act and Appeals

Information and documents submitted in response to the Bond BHCIP Round 2: Unmet Needs RFA is subject to the provisions of the California Public Records Act.

California law does not provide a protest or appeal process against award decisions made through an informal selection method. Applicants submitting a response to this RFA may not protest or appeal the award. All award decisions made by DHCS shall be final.

Part Five: Project Operations

5.1. Project Oversight and Reporting

As specified by DHCS and upon request, grantees must provide progress reports in connection with the approved timeline, Statement of Work (SOW), and budget, as well as any updates to the timeline for completion of the project. The progress reports should include the project's completion milestones and any updates or substantial changes. Grantees must promptly notify DHCS of any changes regarding organization, authorization, or capacity. This information will be outlined in the PFA.

Grantees are required to meet state financial and administrative reporting requirements and submit data through an online portal. Reporting requirements will include monthly reports indicating progress toward meeting performance milestones, and a final report. Funding will be contingent upon provision of the timely submission of data and reporting. These requirements will be fully detailed upon award.

In addition to the foregoing, each grantee must submit to DHCS periodic reports, updates, and information as deemed necessary by DHCS to monitor compliance and/or perform project evaluation. Any requested data or information must be submitted electronically in a format provided by DHCS.

Additional reporting requirements may be required by DHCS for up to 30 years after completion of project construction.

5.2. Disbursement of Grant Funds

The PFA will set forth the general conditions for disbursement. All grantees will be able to commence work and invoice for Bond BHCIP Round 2: Unmet Needs project-specific expenses incurred back to the date of their conditional award, provided the expenses align with the project identified in the grant application and the final executed PFA and detailed SOW, and dated receipts/supporting documentation are available to verify project expenses. Costs incurred in advance of the conditional award letter are non-reimbursable with Bond BHCIP funding. Bond BHCIP funding cannot be used to pay off existing loans or mortgages. Eligible incurred costs after date of the conditional award may include the

purchase of real property and construction or renovation/rehabilitation costs, including project planning or project management; appraisals; inspections; preconstruction costs such as permitting, surveying, architectural, and engineering fees; hardscaping and/or landscaping costs essential to the completion of the project (may not exceed 5 percent of the total grant award); and FFE (see section 2.7.). The project funding will become available upon final execution of the Bond BHCIP Round 2: Unmet Needs PFA with AHP, at which point, the sponsor may begin submitting invoices.

Each sponsor is required to provide a monthly projection of their project period expenditure plan, including Bond BHCIP funds and cash match, if applicable. Ongoing Bond BHCIP Round 2: Unmet Needs funding is dependent on the accuracy of each sponsor's project period projected funding needs and requires final approval from the State Treasurer's Office. Bond BHCIP funding must be spent according to State of California General Obligation spending timeline. Bond BHCIP funding received by DHCS based on general obligation bond survey submittals, must be spent within three years after the date of issuance. Overall awarded funding for Bond BHCIP Round 2: Unmet Needs must be fully expended within five years of receipt of the Notice of Conditional Award.

Each sponsor must submit a detailed and accurate estimate of its projected funding needs for the project period through a grantee portal. For projects involving acquisitions, funding is expected to be utilized within the first six months of award. Soft costs should be allocated starting at the time of the award, while hard costs for construction will depend on the scheduled start date of the construction phase.

Sponsors must enumerate project specifications, including:

- Project title/description
- Total unexpended bonds
- Budget line items (e.g., acquisition, soft costs, hard costs)
- Entity type
- Facility type
- Phases of construction
- 6-Month work-plan narrative
- Subcontractors
- Estimate of 6-month total costs, broken down into each month

Disbursement of funds will follow the bond payment processes and funding cycle. The sponsor will submit relevant invoices to the draw authority for work completed. The draw authority will review the draw request, provide preliminary approval of invoices for work completed after date of conditional award, and after DHCS approval will issue disbursement of funds to the sponsor. The sponsor will then be responsible for paying subcontractors' invoices in a timely manner. Subsequent funding for construction will be released following site inspections and once draw requests are submitted for work completed in alignment with the bond payment processes and funding cycle.

DHCS/AHP will closely monitor progress on construction and will track and review all schedules, change orders, and contingency expenses. Sponsors will be responsible for submitting invoices, revised budgets, and schedules to DHCS/AHP for approval. Sponsors must ensure that expenses are allowable under the PFA and will be expected to provide sufficient backup documentation. Sponsors are responsible for ensuring that their project is on schedule and on budget. Sponsors that are awarded Bond BHCIP funds will be solely responsible for any costs to complete the project in excess of the program funds award amount. Neither DHCS nor AHP will be responsible for any cost overruns, and projects are expected to remain on track for completion within the 5 year period. Additional details regarding the funding and disbursement process will be provided upon award.

5.3. Promoting BHCIP Awards

Sponsors must collaborate with DHCS on requests to promote the award opportunity and services funded through the award. Requests for which the sponsor will be responsible may include, but are not limited to, conducting media interviews; submitting letters to the editor of local or statewide publications; providing comments for related media activities; and/or submitting informational videos discussing the sponsor's organization, services provided, and resulting impacts of the Bond BHCIP funding on communities.

Part Six: Forms/Attachments (Total of 15)

Applicants must include all of the following attachments with the application. All required forms and supporting documents must be completed and uploaded in the application portal.

Form 1: Application Questions Guide (Note: additional questions may be included on the application portal)

Description: Application questions and related documents for Bond BHCIP Round 2: Unmet Needs

Letter(s) of support
Any preliminary site plans, design drawings, or construction drawings for the proposed project—these may include schematic designs, architectural drawings, construction blueprints, and/or other renderings (Please limit each file size to less than 20 MB).
Resumes of the development team that developed the design/construction plans.
A copy of all executed contracts for hire related to the project's development team (lawyer, construction manager, development manager, architect, consultants, general contractor, etc.).
Organization chart (for corporations, LLCs, and general partnerships owned by individuals or natural persons).
A certified appraisal and a bank loan document, if identifying a real property contribution for match.
A valid rough order of magnitude cost estimate if no construction plan is in place.
A preliminary title report.

Form 2: Budget Template (PDF is for reference only - Actual budget line population will be within the application when application portal opens)

Description: Pre-formatted template for all costs related to the proposed project, including match—note that this document will not be submitted but is only intended for use as a worksheet

Form 3: Development Team Information

Description: Information about development team, including contact information and experience

Form 4: Design, Acquisition, and Construction Milestone Schedule

Description: Schedule for achieving design, acquisition, and construction milestones

Form 5: Applicant's Certification of Prevailing Wage (inclusion in estimated budget)

Description: Certification with an attestation from the general contractor that the general contractor will comply with California's prevailing wage and working hours laws

Form 6: Applicant's Certification of Funding Terms

Description: Certification that the applicant will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined

Form 7: Community Engagement

Description: Table to detail applicant outreach efforts related to the proposed project

Form 8: Schematic Design Checklist

Description: Checklist of start and completion dates for schematic design drawings, including architectural and engineering technical information

Form 9: Facility Financial Operating Pro Forma Template

Description: Table of revenue and expenses to show annual net operating income

Form 10: Board Authorizing Resolution (BAR) Template

Description: Template for eligible entities to confirm signing authority for the PFA. Local government entities and Tribal entities are allowed to use their own authorizing resolutions.

Attachment A: Pre-Application Consultation Process

Description: Outline of the PAC process, including a link to the required survey

Attachment B: DHCS Allowable Expense List

Description: List of allowable expenses for Bond BHCIP-funded projects

Attachment C: Letter of Acknowledgement for Counties Guidelines

Description: Requirements related to all letters of support submitted as part of a Bond BHCIP Round 2: Unmet Needs application

Attachment D: Budget Glossary of Terms

Description: Glossary of terms related to the budget for Bond BHCIP Round 2: Unmet Needs applications

Attachment E: Glossary of Terms

Description: Glossary of terms for Bond BHCIP Round 2: Unmet Needs

Bond BHCIP Round 2: Unmet Needs
Form 10: Board Authorizing Resolution Template

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF _____ [FULL LEGAL NAME OF CORPORATION] AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ("BHCIP")

WHEREAS:

A. The California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., ("**Department**") has issued a Request for Applications, dated May 30, 2025 ("**RFA**"), for the Bond BHCIP Round 2 (2025) Unmet Needs Program ("**Program**"). The Department has issued the RFA for Program grant funds pursuant to California Welfare and Institutions Code sections 5965-5967.01 ("**Behavioral Health Infrastructure Bond Act of 2024**").

B. **_____ [FULL LEGAL NAME OF CORPORATION]**, a _____[Name of State] _____[nonprofit public benefit/for-profit] corporation ("**Applicant**"), desires to apply for Program grant funds and has submitted an application for Program grant funds ("**Application**") to the Department for review and consideration.

C. The Department is authorized to administer BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Program Funding Agreement ("**Program Funding Agreement**"), and all other legal requirements of the Program.

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the RFA, and to apply for Program grant funds in a total amount not to exceed **$_____**.

2. If the Application is approved, Applicant is hereby authorized and directed to

enter into, execute, and deliver a Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure the Program grant funds from the Department and to participate in the Program, and all amendments thereto (collectively, the "**Program Documents**").

3. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Program Funding Agreement. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Program Funding Agreement. Funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement.

4. **[NAME AUTHORIZED SIGNATORY, TITLE OF AUTHORIZED SIGNATORY]** (the "**Authorized Signatory**"), is authorized to execute the Application and the Program Documents on behalf of Applicant for participation in the Program.

PASSED AND ADOPTED this _____ day of _____, 202_, by the following vote of the Corporation's Board of Directors:

AYES: **[ ]** NAYS: **[ ]** ABSTAIN: **[ ]** ABSENT: **[ ]**

The undersigned, **[NAME, TITLE OF ATTESTOR]** of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Corporation's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

[NOTICE AND INSTRUCTIONS APPEAR ON THE FOLLOWING PAGE]

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. The Department encourages each Applicant to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to apply to and participate in the Program.

    a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Program Documents may result in the Department rejecting the Authorizing Resolution.

2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with Applicant's operative organizational documents (e.g., Articles of Incorporation, bylaws). Applicant must timely notify the Department, in writing, of any discrepancies between its Authorizing Resolution and its organizational documents, along with a written explanation of same.

3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is exactly the amount requested in the Application. If Applicant is ultimately awarded an amount that differs from the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from Applicant before execution of a Program Funding Agreement.

4. **Authorized Signatory or Signatories, Designee.** Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Program Documents individually or collectively.

5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nays, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with relevant provisions in Applicant's operative organizational documents (e.g., authorized number of directors, quorum).

6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Program Documents on behalf of Applicant. The individual who certifies this Authorizing Resolution must be either 1) the Secretary of the corporation; 2) the Chairperson/President of the Board of Directors, if different than the Authorized Signatory; or 3) all members of the Board of Directors of the corporation.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-366

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with the California Mental Health Services Authority (CalMHSA) in an Amount Not to Exceed $1,402 for State Hospital Program Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Mental Health Services Authority (CalMHSA) in an Amount Not to Exceed $1,402 for State Hospital Program Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The State Hospital Program is focused on streamlining administration and contracting between the Department of State Hospitals and Counties/Cities. In the past, each county was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and members are interested in exploring facilities to provide alternative placement opportunities.

CalMHSA works in partnership with counties to reduce overcrowding at the Department of State Hospitals (DSH) and to stabilize the cost of hospital beds for individuals mandated to involuntary treatment under the Lanterman-Petris-Short (LPS) Act. State hospitals provide intensive, daily care for individuals with severe behavioral health conditions. To support counties and enhance system efficiency, CalMHSA collaborates with DSH and county behavioral health departments to develop procedures that support timely discharge from state hospitals, reduce and sustain reductions in the annual number of LPS patients placed in state hospitals, and Identify and implement community-based alternatives to state hospital placements for LPS patients.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved a Participation Agreement with CalMHSA on June 6, 2023 through Resolution Number 2023-295.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without approval, the Health and Human Services Agency potentially loses access to hospital services for high-priority clients.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 13647-MAR-SHP-25_26 Final 8.27.2025

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

13647-MAR-SHP-25_26
State Hospital Program
Mariposa County
August 27, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
STATE HOSPITAL PROGRAM
COVER SHEET

Mariposa County ("Participant") desires to participate in the State Hospital Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement'). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective on July 1, 2025 through June 30, 2026 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Program Description and Funding
Exhibit B	General Terms and Conditions
Exhibit C	County Specific Funding

1. The maximum amount payable under this Agreement is $1,402.
2. The first installment for FY 2025-26 in the amount of $1,402 is due within thirty (30) days by Participant upon execution of this Agreement.
3. Funds payable under this Agreement are not subject to reversion.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT
Title: Executive Director Date: _____

Participant: Mariposa County

Signed: _____ Name (Printed): Rosemarie Smallcombe
Title: Board of Supervisors/ CAO Date: _____

Signed: _____ Name (Printed): Michael Wilson
Title: Director of Behavioral Health Date: _____

Approved as to Form

Signed: _____ Name (Printed): Walter Wall
Title: County Counsel – Mariposa County Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

I. Name of Program: State Hospital Program

II. Term of Program: July 1, 2025 – June 30, 2026

III. Program Objective and Overview:

Objective:

The State Hospital Program is focused on streamlining administration and contracting between the Department of State Hospitals and Counties/Cities. In the past, each County was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and Members are interested in exploring facilities to provide alternative placement opportunities.

Overview:

IV. CalMHSA works in partnership with counties to reduce overcrowding at the Department of State Hospitals (DSH) and to stabilize the cost of hospital beds for individuals mandated to involuntary treatment under the Lanterman-Petris-Short (LPS) Act. State hospitals provide intensive, daily care for individuals with severe behavioral health conditions. To support counties and enhance system efficiency, CalMHSA collaborates with DSH and county behavioral health departments to develop procedures that support timely discharge from state hospitals, reduce and sustain reductions in the annual number of LPS patients placed in state hospitals, and Identify and implement community-based alternatives to state hospital placements for LPS patients.

V. Fees:

The program fee for the State Hospital Program is $1,402 per bed allocation per county, with bed allocations determined by DSH. Each county is required to pay a minimum of $1,402 per bed per fiscal year, regardless of whether any beds are allocated. Based on the LPS Bed Allocation outlined in Exhibit 5 of the County Use of State Hospital Beds Memorandum of Understanding, Mariposa County has been allocated fewer than one bed annually, thereby placing Mariposa County in the small-rural pool, which shares five beds among participating counties. As a result, the program fee is $1,402 for fiscal year 2025-26. Funds are due to CalMHSA within thirty (30) days of the execution of this Agreement.

Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Department of State Hospitals ("DSH") – Manages the California state hospital system and provides mental health services to patients admitted into DSH facilities. Facilities overseen by DSH include Atascadero, Coalinga, Metropolitan, Napa, and Patton.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

E. Program – The program is identified in Exhibit A – Program Description and Funding.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Negotiate Memorandum of Understanding with Department of State Hospitals.
2. Act as the administrative agent for the Program.
3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Provide regular fiscal reports, as requested, to Participant and/or other public agencies with a right to such reports.
5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Pay for the Program as set out in this Agreement. Payments are due within thirty (30) days of receipt of an invoice or, as applicable, within thirty (30) days of Agreement execution.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.

5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Amendment

A. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.

B. Member Cost Sharing. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during their participation period. All funds set forth in this contract shall be deemed to have been earned on the date payment is due in accordance with the provisions hereof and shall be non-refundable in whole or in part under any circumstances (exclusive of overpayments and other manifest errors).

C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

A. Funding required from Participant will not exceed the amount stated in Exhibit C, County Specific Funding.

B. Payment Terms – Participant shall issue payment to CalMHSA by the first day of each fiscal year; and within thirty (30) days upon execution of this agreement.

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Indemnification

A. **Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

VII. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Brandon Connors Position: Director of Contract Management & Legal Counsel

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815

Email: contracts@calmhsa.org Telephone: (888) 210-2515

CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant: Mariposa County

Name: Stacey Lynch Position: Division Director, Health Services

Address: 5362 Lemee Lane, P.O. Box 99, Mariposa, CA 95338

Email: slynch@mariposacounty.org Telephone: (209) 966 2000

CC Email to Name: Micheal Wilson Email: mwilson@mariposacounty.org

Participation Agreement

EXHIBIT C – COUNTY SPECIFIC FUNDING

I. Funding Allocation

FISCAL YEAR	PER BED RATE	NUMBER OF BEDS PER YEAR	YEARLY TOTAL
FY 2025-2026	**$1,402**	**<1 bed/annually** ***Assigned to Small-Rural Pool**	**$1,402**
			$1,402

Note:

County's bed allocation per year is based on the LPS Bed Allocation outlined in Exhibit 5 of the County Use of State Hospital Beds Memorandum of Understanding

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-367

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Memorandum of Understanding (MOU) with the California Department of State Hospitals and the California Mental Health Services Authority for County Use of State Hospital Beds; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the California Department of State Hospitals and the California Mental Health Services Authority for County Use of State Hospital Beds; and Authorize the Board of Supervisors Chair to Sign the MOU.

The parties to this Memorandum of Understanding (MOU) include the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and the County of Mariposa. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100. For purposes of this agreement, the applicable facilities are only those identified in Welfare and Institutions Code, section 4100, subd. (a)-(e)

Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.

CalMHSA is a joint powers authority pursuant to Government Code section 6500 et seq. (Joint Exercise of Powers Act) whose members are counties and cities with mental health programs. CalMHSA negotiates the MOU with DSH on behalf of CalMHSA members and serves as a liaison for matters of compliance with MOU terms and conditions.

DSH and CalMHSA agree that DSH beds represent the most restrictive, highest level of psychiatric care and therefore are intended to serve only those individuals whose clinical needs cannot be met in less intensive treatment settings. An LPS Patient's stay at DSH is intended to be temporary, with the length of stay
determined by the psychiatric needs of the individual. The parties agree that Patients should be discharged once they can be safely and appropriately treated in a lower level of care. Individuals with a primary medical diagnosis that is unrelated to the finding of grave disability should not be referred to DSH.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have any history with the mentioned parties for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without approval, the County incurs the risk of losing a provider for required mental health services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 13648-Mariposa County-SHP-25_27 Final 8.27.2025

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

ADMINISTRATIVE SERVICES DIVISION
1215 O Street, Suite 670
Sacramento, CA 95814

County Use of State Hospital Beds
Memorandum of Understanding

California Department of State Hospitals
and
The California Mental Health Services Authority (CalMHSA) and Participating Counties

I. RECITALS

A. The parties to this Memorandum of Understanding ("MOU") are the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and each participating County which has executed this MOU ("County") as indicated in Exhibit 1.

B. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100. For purposes of this agreement, the applicable facilities are only those identified in Welfare and Institutions Code, section 4100, subd. (a)-(e)

C. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.

D. CalMHSA is a joint powers authority pursuant to Government Code section 6500 et seq. (Joint Exercise of Powers Act) whose members are counties and cities with mental health programs. CalMHSA negotiates the MOU with DSH on behalf of CalMHSA's members and serves as a liaison for matters of compliance with MOU terms and conditions.

E. DSH and CalMHSA agree that DSH beds represent the most restrictive, highest level of psychiatric care and therefore are intended to serve only those individuals whose clinical needs cannot be met in less intensive treatment settings. An LPS Patient's stay at DSH is intended to be temporary, with the length of stay

determined by the psychiatric needs of the individual. The parties agree that Patients should be discharged once they can be safely and appropriately treated in a lower level of care. Individuals with a primary medical diagnosis that is unrelated to the finding of grave disability should not be referred to DSH.

F. The terms and conditions herein remain subject to applicable court orders and statutes.

II. TERMS AND CONDITIONS

A. The term of this MOU is July 1, 2025 through June 30, 2027 ("FY 2025 – 2026, and 2026-2027"). The Intermediate Care Facility, Acute Psychiatric Hospital (APH) and Skilled Nursing Facility (SNF) bed rates agreed upon herein for FY 2025-26 and 2026-27 have an effective date of July 1, 2025, as identified in Exhibit 3. In accordance with the DSH authority outlined in Welfare and Institutions Code, section 4331, subd. (d), and the agreement reached with CalMHSA, implementation of the bed rates identified in Exhibit 3 shall commence July 1, 2025, even if individual counties have yet to fully execute the remainder of this agreement.

B. Admissions for Referred Patient ("Patient")

1. The County Mental Health Director, the County Behavioral Health Director, or their designee (collectively, "County Director") shall, in conjunction with the Public Guardian, as applicable, screen, determine the appropriateness of, and authorize all referrals for admission of Patients to DSH. The County Director shall, at the time of referral and admission, provide admission authorization and bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. This information shall be submitted electronically to the Patient Management Unit (PMU), and shall include a completed Face Sheet, Active Letters & Orders, and any other information as specified in the Bed Allocation Implementation Plan[1].

2. The County shall designate a point-of-contact who shall be empowered by the County to make determinations regarding the prioritization of referrals and serve as a county liaison regarding referrals, waitlist management, and admission coordination, as specified in the Bed Allocation Implementation Plan.

3. Upon receipt of a new referral, PMU will verify that the information provided meets the referral criteria specified in the Bed Allocation Implementation

[1] The Bed Allocation Implementation Plan is being developed by DSH in collaboration with CalMHSA and is hereby incorporated by reference. The implementation plan will be distributed to Counties upon its finalization as well available via SharePoint.

Plan and shall maintain a shared list with each county showing the county's verified referrals.

4. The County Director shall also name a County point-of-contact and provide assistance to the DSH clinical staff, in conjunction with the conservator and/or Public Guardian, in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. The County and DSH mutually agree that the goal is to transition Patients into their least restrictive setting, as clinically appropriate, as quickly as possible, and in alignment with Welfare and Institutions Code 5358. Either party may initiate this process by contacting the other party and the conservator and/or Public Guardian and engaging in collaborative discharge planning with the other party to ensure the patient's treatment needs are met.

C. Description of Provided Hospital Services

1. The DSH defines bed types and uses in accordance with the following California Department of Public Health hospital licensing definitions. These definitions shall apply to the MOU:

   a. Acute Psychiatric Hospital (APH) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and dietary services. An acute psychiatric hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

   b. Intermediate Care Facility (ICF) Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.

   c. Skilled Nursing Facility (SNF) Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hour inpatient care and, at a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

2. Provided the LPS Patient is admitted to a DSH hospital, as outlined in Welfare and Institutions Code, section 4100, subd. (a)-(e), DSH shall provide inpatient psychiatric health care and treatment, including outside medical health care

and treatment, ancillary care and treatment, and/or support services, to those persons admitted to DSH by the County or Public Guardian pursuant to Welfare and Institutions Code Section 5008, subdivision (h)(1)(A) (LPS Conservatorships) and/or subdivision (h)(1)(B) (Murphy Conservatorships). All DSH facilities that admit LPS patients shall comply with the responsibilities noted for DSH in this MOU. A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit 2.

3. Upon receipt of appropriate notice, the DSH and the County shall provide or cause to be provided, witness testimony by appropriate mental health professionals in legal proceedings required for the commitment, admission, or treatment of the Patients.

4. The County is responsible for transportation to and from the Hospitals in the following circumstances: court appearances, County-initiated medical appointments or services, and pre-placement visits and discharge to final placements. The County is also responsible for transportation between Hospitals when the County initiates a request for transfer that is approved by DSH. The DSH is responsible for all DSH-initiated transportation between the Hospitals and transportation to and from local medical appointments or services. The reimbursement rates in Exhibit 3, entitled “Statement of Annual Bed Rates,” include reimbursement for transportation that is the responsibility of DSH.

5. Hospitals shall be culturally competent (including sign-language) in staff and resources and the overall milieu to meet the needs of Patients treated pursuant to this MOU.

6. Multi-disciplinary treatment team composition will be provided as set forth in Exhibit 2.

D. Pre-Admission, Admission, and Discharge Procedures

1. Admission will be offered based on bed availability in the manner prescribed by the LPS Bed Allocation Plan (Exhibit 5).

2. DSH shall maintain a list of the county order of admission and will notify counties of upcoming admission slots accordingly.

3. Once PMU notifies a county that there will be a bed available, the County has three (3) business days to inform PMU whether it intends to fill the bed, and which Patient from its verified referral list is the next priority admission. The County shall have no more than fourteen (14) calendar days from the date of the initial notification to provide a completed admission packet, as specified in the Bed Allocation Implementation Plan. If documentation is not received within fourteen (14) calendar days, the available bed will be offered to the next county, consistent with the Bed Allocation Plan (Exhibit 5). As part of the

admission packet, the County shall identify an initial projected length of stay which DSH shall address in Patient's treatment plan and discharge plan. All documentation will be provided to PMU via secure transfer utilizing WorkSpaces, SharePoint, or other successor application, as determined by DSH.

4. Hospital admissions, intra-hospital transfers, inter-hospital transfers, and referrals to outside medical care shall be determined by DSH.

5. All denials of admission by DSH shall be in writing with an explanation for the denial. Denial of admission may be based on the lack of the Patient's admission criteria/information identified in Section F of this MOU, or an inability to provide appropriate treatment based on Patient-specific treatment needs such as if a patient's primary treatment needs are medical. A denial of admission may be appealed as provided in the next paragraph.

6. Appeal Process for Admissions. If the County wishes to appeal a denial of admission, the case may be referred to the DSH Deputy Directors of Clinical Operations and Patient Care Coordination Division within five (5) business days. The DSH Deputy Directors of Clinical Operations and Patient Care Coordination shall discuss the case and shall obtain additional consultation from the County Director. The DSH shall render a final decision within five (5) business days after receiving the documented basis on which the appeal is based.

7. Discharge planning by the County Director, conservator and/or Public Guardian, and Hospital shall begin at admission, as individuals should be placed and receive services in the least restrictive setting appropriate for treatment. However, the estimated length of stay shall not be used as a basis for discharge.

8. The parties acknowledge the shared goal to transition individuals to the lowest level of care upon clinical readiness pursuant to the *Olmstead* decision.

9. The County agrees to share barriers to discharge and discharge planning information with DSH on a regular basis to facilitate timely discharge for patients meeting clinical criteria for discharge.

E. Bed Type Transfers

1. If, for any reason, a County Patient is in a bed that is inappropriate to that Patient's needs, the attending clinician shall develop, in consultation with the Hospital's treatment team, the County (except when the urgency of the Patient's situation precludes such consultation) and the conservator and/or Public Guardian, a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director and the conservator and/or Public

Guardian within forty-eight (48) hours of any urgent transfer. The County or conservator and/or Public Guardian may initiate a treatment team discussion with the attending Hospital clinician at any time the County or conservator and/or Public Guardian asserts that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).

2. The Hospital shall provide the conservator and/or Public Guardian and County's Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.

3. Bed Types Appeals. When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff feels that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Patient Care Coordination within two (2) business days. The DSH Deputy Directors of Clinical Operations and Patient Care Coordination shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, designee or the Public Guardian. The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

F. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient care. Notwithstanding the independence of the Parties, all Patient services should be integrated and coordinated across levels of care for continuity of care.

2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director and conservator and/or Public Guardian of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team

member to function as the primary contact for the County case manager or the case management team.

4. The County Director, in conjunction with the conservator and/or Public Guardian, may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two (2) days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.

5. When an agreement cannot be reached between the County, the conservator and/or Public Guardian and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee, the County Director or designee, and the conservator and/or Public Guardian shall confer for a resolution.

G. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

H. Bed Usage and Availability

1. Pursuant to Welfare & Institutions Code section 4331(a), DSH intends to make available a total of 581 beds for LPS patients at any one point in time. The intention of this bed total is to balance DSH's ability to provide services to LPS patients with DSH's obligations to admit patients committed pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.

2. Consistent with the 2023-24 through 2024-25 MOU Sections H, CalMHSA and DSH agreed to a bed management protocol, informed by a bed allocation framework that considers factors including population, behavioral health population size, and historic bed utilization. This framework guides the allocation of DSH beds among counties and is used to determine the number of beds that may be assigned to each county. The resulting county-specific bed allocations and the associated protocol will be included as a written document agreed to by CalMHSA and DSH (Exhibit 5). Any changes to the protocol must be agreed to in writing by both parties.

3. If DSH intends to change LPS bed rates at the termination of this MOU's term, the following procedure shall apply:

a. No later than May 1 of the preceding fiscal year (i.e., May 1, 2026 for new rates intended to go into effect on July 1, 2027), DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year. DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary cost and utilization information based on the best data possible, including the data compiled pursuant to Section J.2. below, to support the preliminary LPS bed rate.

b. After DSH's preliminary cost utilization notice, the County shall notify DSH through CalMHSA (if represented by CalMHSA), within two (2) months after receiving the data and information described in the preceding paragraph (i.e. by July 1), of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.

c. CalMHSA shall provide DSH with preliminary feedback related to the preliminary cost and utilization information based on the data provided by DSH by July 1 of that year.

d. No later than September 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with responses to the preliminary feedback provided by CalMHSA. The parties shall thereafter collaborate in good faith to resolve the outstanding questions.

e. No later than November 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with a proposed final LPS bed rate cost estimate based on the best data possible applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.

f. By January 1, CalMHSA, or counties not represented by CalMHSA, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning six (6) months from January 1 of that year. These notifications shall not preclude subsequent changes agreed to by both DSH and the county in the contract negotiation process.

g. DSH and CalMHSA shall negotiate in good faith to memorialize a formal agreement between CalMHSA, or counties not represented by CalMHSA, no later than May 15, or forty-six (46) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for.

h. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.

4. A County shall complete Exhibit 1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4) to DSH.

5. Patients under the care of the DSH, referred to outside medical facilities, will remain admitted to DSH unless the County, in conjunction with the conservator and/or Public Guardian, initiates discharge. Upon the completion of a County-initiated discharge, the Patient and all costs become the responsibility of the County.

6. During all offsite leaves, Counties will continue to be charged at the daily bed rate. For all offsite leaves of greater than thirty (30) days, the DSH and the County may, at the request of either party, and in conjunction with the conservator and/or Public Guardian discuss appropriate care options for Patients.

I. Bed Payment

1. The current bed rates are reflected in Exhibit 3.

2. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

3. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C) (1-3, 4 (except for transportation for which a county is responsible), 5-6) by the DSH.

J. Records

1. Patient Records

a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.

c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.

d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

2. Financial Records

    a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

3. Retention of Records

    a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

K. Inspections and Audits

1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.

2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

L. Notices

1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

Department of State Hospitals

trustoffice@dsh.ca.gov
(916) 654-2201

CalMHSA

Karleen Jakowski, LMFT
Senior Director, Cross County Contracts and Partnerships
managedcare@calmhsa.org
(279) 977-2752

The County has designated the following as its MOU coordinator:

Michael Wilson
mwilson@mariposacounty.org
(209) 966-2000

2. The Hospitals shall notify the County and the conservator and/or Public Guardian by telephone (with subsequent written confirmation), encrypted email or facsimile, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.

3. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

4. The Hospital shall notify the County of the conversion of a Patient on a PC commitment to LPS status that results in the County becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion. Upon receipt of the DSH notification, the County shall provide a completed admission packet, as specified in the Bed Allocation Implementation Plan in the timeframe specified in Section D.3.

III. SPECIAL PROVISIONS

A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereinafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.

B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, DSH has the discretion to immediately discontinue admissions and/or reduce the

number of beds available pursuant to the terms of this MOU. In such circumstances, DSH will notify the County as promptly as possible, collaborate with the County on any patient movement or arrangements, if necessary, and work to restore any impacted beds or treatment space.

C. Mutual Indemnification

1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-5. This MOU and its Exhibit 1 may be executed in counterparts.

E. This MOU, which includes Exhibits 1-5 comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.

F. This MOU which includes Exhibits 1-5 may be amended or modified only by a written amendment signed by the parties.

G. The parties are independent agents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees.

_____ _____

Dr. Amie Miller, Executive Director
CalMHSA

Date

_____ _____

Dominique Williams, Chief
Business Management Branch
Department of State Hospitals

Date

EXHIBIT 1

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

_____ _____

Signature Date

Nam: Rosemarie Smallcombe_____ Title: Board of Supervisors Chair
County of Mariposa

Approved as to form:

By:
Signed _____

Name (Printed): Walter Wall

Title: **County Counsel - County of Mariposa**

Date: _____

EXHIBIT 2

LPS SERVICES SUMMARY

Licensure

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

Core Treatment Team and Nursing Care

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

Additional Treatment Services

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

EXHIBIT 3

COUNTY STATEMENT OF DAILY BED RATES
July 1, 2025 through June 30, 2027

1. STATE HOSPITAL BED RATE FOR FYs 2025-27

	FY 2025-26	FY 2026-27
Intermediate Care Facility (ICF)	765	792
Acute Psychiatric Hospital (APH)	790	818
Skilled Nursing Facility (SNF)	847	876

EXHIBIT 4

Purchase Agreement of State Hospital Beds

Fiscal Year 2025-26-2026-27

California Department of State Hospitals

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Years (FY) 2025-26-2026-27 Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the MOU. The County will also abide by the same remunerative and legal policies contained within the MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

Mariposa

County

Rosemarie Smallcombe

County Director or Director designee – print

County Director or Director designee – sign/date

Approved as to form:

By: _____
Signed
Name (Printed): Walter Wall

Title: **County Counsel - County of Mariposa**
Date: _____

Dominique Williams

Chief, Business Management Branch– print

Chief, Business Management Branch – sign/date

EXHIBIT 5

LPS Bed Allocation

Methodology

LPS bed allocations were developed using a county-specific methodology based on a combination of the following factors:

- **Population Size**: Calculated as the average of each county's share of the statewide census and Medi-Cal populations.
- **Behavioral Health Population Adjustment**: Indicators such as Point-in-Time (PIT) homeless counts, Homeless Management Information System (HMIS) utilization, County Health Rankings housing data, suicide rates, and opioid overdose rates were used to reflect behavioral health and housing needs.
- **Historical DSH Bed Utilization**: Based on actual census figures, waitlist data, and the number of individuals identified as ready for discharge from 2015 through 2024.

Counties were grouped into five allocation pools, determined by population size and corresponding bed need:

- **Small Rural** (counties receiving less than one bed each)
- **Small**
- **Medium**
- **Large**
- **Los Angeles County**

This methodology was designed to promote equitable distribution of LPS beds by accounting for both historical utilization and current population-based need and supports a transition to county self-management. The resulting allocation reflects a total of 581 LPS-designated beds for FY 2025-26, an increase of 25 beds compared to FY 2024-25. Allocations will be adjusted accordingly if the total number of available beds increases or decreases.

Fiscal Year 2025-26 LPS Bed Allocation

Pool	County	Allocation
Small Rural (<1)	Alpine	<1 per bed county (5 beds across 17 counties)
	Sierra	
	Inyo	
	Mariposa	
	Modoc	
	Mono	
	Colusa	
	Del Norte	
	Lassen	
	Trinity	
	Amador	
	Glenn	
	Plumas	
	Calaveras	
	Siskiyou	
	Tuolumne*	
	San Benito*	
Small	Tehama	1
	Nevada	1
	Mendocino	1
	Sutter	1
	El Dorado	1
	Yuba	1
	Lake	2
	Shasta	3
	Kings	3
	Madera	3
	Napa	4
	Humboldt	5

Pool	County	Allocation
Medium	Yolo	2
	Marin	2
	Merced	2
	Santa Cruz	2
	Placer	2
	San Luis Obispo	2
	Butte	4
	Imperial*	4
	Solano	4
	Sonoma	4
	Tulare	5
	Stanislaus	9
Large	Ventura	4
	San Mateo	7
	Santa Barbara*	8
	San Joaquin	9
	Kern	10
	Monterey*	11
	Fresno	11
	Contra Costa	12
	Alameda	19
	San Francisco	22
	Sacramento	22
	Santa Clara	22
	San Bernardino	29
	Riverside	33
	Orange	38
	San Diego	38
LA	Los Angeles	213
TOTAL		**581**

†

* For the purposes of this allocation protocol, counties marked with an asterisk are placed in a pool that differs from their traditional county size classification. This adjustment reflects admitting and waitlist trends that more closely align with the designated pool rather than their standard size category.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-368

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve the Agreement with the Bureau of Land Management (BLM) for the Lease of Office Space and Dispatch Services at the Mariposa County Sheriff's Office; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Amendments or Contract Extensions (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Agreement with the Bureau of Land Management (BLM) for the Lease of Office Space and Dispatch Services at the Mariposa County Sheriff's Office; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Amendments or Contract Extensions (Subject to Approval as to Legal Form by County Counsel).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved prior agreements with the Bureau of Land Management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, there will be a reduction in revenue.

FINANCIAL IMPACT

None

ATTACHMENTS

1. BLM Agreement 25-30 for Vetting

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
0044019927	1	16

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
140L1225P0050				

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Michael Anson	279-977-3565	

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
BLM CA-STATE OFC BUS SVC BR (CA944) 2800 COTTAGE WAY, SUITE W-1834 SACRAMENTO CA 95825	LCA	☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 562212

SIZE STANDARD: $47

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING
☒ SEE SCHEDULE		☐	14. METHOD OF SOLICITATION: ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
BLM-CA MOTHER LODE FIELD OFFICE 5152 HILLSDALE CIRCLE EL DORADO HILLS CA 95762	0011276277	BLM CA-STATE OFC BUS SVC BR (CA944) 2800 COTTAGE WAY, SUITE W-1834 SACRAMENTO CA 95825	LCA

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
COUNTY OF MARIPOSA Attn: ATTN GOVERNMENT POC 4963 10TH ST MARIPOSA CA 95338-2440 TELEPHONE NO. 000-000-0000	PNG4LUYEKK53		Invoice Processing Platform System US Department of Treasury https://www.ipp.gov	IPP INV

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: PNG4LUYEKK53 MARIPOSA CO SHERIFF OFFICE - LE SPACE RENTAL ---------- Vendor POC: Kevin Packard; kpackard@mariposacounty.org; 209-966-3615 Tech POC: William Emmens; wemmens@blm.gov; 916-941-3151 Contract POC: Mike Anson; manson@blm.gov; 279-977-3565 ---------- Delivery: 04/30/2026 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Government Use Only)*
01	$12,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Kevin Sotelo	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Account Assignm: K G/L Account: 610000232A Business Area: L000 Commitment Item: 232A00 Cost Center: LLCAC08000 Functional Area: L16440000.NU0000 Fund: 256L1109AF Fund Center: LLCAC08000 PR Acct Assign: 01 Period of Performance: 05/01/2025 to 04/30/2026 MARIPOSA CO SHERIFF OFFICE - LE SPACE RENTAL				
00010	MARIPOSA CO SHERIFF OFFICE - LE SPACE RENTAL - Base plus four option years Product/Service Code: X1AZ Product/Service Description: LEASE/RENTAL OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS				12,000.00
10001	MARIPOSA CO SHERIFF OFFICE - LE SPACE RENTAL Option Year 1 Amount: $12,000.00(Option Line Item) Anticipated Exercise Date 05/01/2026 Product/Service Code: X1AZ Product/Service Description: LEASE/RENTAL OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Period of Performance: 05/01/2026 to 04/30/2027				0.00
20001	MARIPOSA CO SHERIFF OFFICE - LE SPACE RENTAL Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF MARIPOSA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Year 2 Amount: $12,000.00(Option Line Item) Anticipated Exercise Date 05/01/2027 Product/Service Code: X1AZ Product/Service Description: LEASE/RENTAL OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Period of Performance: 05/01/2027 to 04/30/2028				
30001	MARIPOSA CO SHERIFF OFFICE - LE SPACE RENTAL Option Year 3 Amount: $12,000.00(Option Line Item) Anticipated Exercise Date 05/01/2028 Product/Service Code: X1AZ Product/Service Description: LEASE/RENTAL OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Period of Performance: 05/01/2028 to 04/30/2029				0.00
40001	MARIPOSA CO SHERIFF OFFICE - LE SPACE RENTAL Option Year 4 Amount: $12,000.00(Option Line Item) Anticipated Exercise Date 05/01/2029 Product/Service Code: X1AZ Product/Service Description: LEASE/RENTAL OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Period of Performance: 05/01/2029 to 04/30/2030 The total amount of award: $60,000.00. The obligation for this award is shown in box 26.				0.00

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SECTION 1 - STANDARD FORM 1449

See above Standard Form (SF) 1449 (Pages 1-3)

SECTION 2 - CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

Contractor Performance Assessment Reporting System DEC 2015

FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.
5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
b) Your comments should focus on objective facts in the AO's narrative and should a) provide your views on the causes and ramifications of the assessed performance.
c) All information provided should be reviewed for accuracy prior to submission.
d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

The following guidelines apply concerning your use of the past performance evaluation:
Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Clause)

DOI-AAAP-0028 Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [Contracting Officer to edit and include the documentation required under this contract]:

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

1452.201-70 Authorities and Delegations - (Sep 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

1. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
2. Waive or agree to modification of the delivery schedule;
3. Make any final decision on any contract matter subject to the Disputes Clause;
4. Terminate, for any reason, the Contractor's right to proceed;
5. Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the

provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Local Clause)

Local Internet Payment Platform (IPP) Hotline

To check payment status, contact the Payment Hotline at 877-480-9724 or 303-236-2850. You will need to leave a message with the following information:

1. Company Name
2. Contract Number
3. Invoice Number
4. Invoice Amount
5. A brief description of why you are calling.
6. Your contact information

If you do not receive a callback from the Payment Hotline within 72 hours, please contact the Contract Officer with the day and time you contacted the Payment Hotline.

Government Point of Contact

Kevin Sotelo
ksotelo@blm.gov
Bureau of Land Management

(End of Local Clause)

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023)

(a) *Definitions.* As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
(b) *Prohibition.*
(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).
(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
(5)
(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
(c) *Notice and reporting requirement.*
(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
(3)
(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.
(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
(i) Within 3 business days from the date of such identification or notification:
(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer,

during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (Jan 2025) (DEVIATION FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[_] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
[_] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
[_] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
[X] (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
[_] (6) [Reserved].
[_] (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
[_] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
[X] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
[_] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).
[_] (11)
(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

[_] (ii) Alternate I (Dec 2023) of 52.204-30.
[X] (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).
[_] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
[_] (14) [Reserved].
[_] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
[_] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
[_] (17) [Reserved]
[_] (18)
(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
[_] (ii) Alternate I (Mar 2020) of 52.219-6.
[_] (19)
(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
[_] (ii) Alternate I (Mar 2020) of 52.219-7.
[_] (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).
[_] (21)
(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
[_] (ii) Alternate I (Nov 2016) of 52.219-9.
[_] (iii) Alternate II (Nov 2016) of 52.219-9.
[_] (iv) Alternate III (Jun 2020) of 52.219-9.
[_] (v) Alternate IV (Jan 2025) of 52.219-9.
[_] (22)
(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
[_] (ii) Alternate I (Mar 2020) of 52.219-13.
[_] (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
[_] (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
[_] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
[_] (26)
(i) 52.219-28, Post award Small Business Program Re-representation (Jan 2025) (15 U.S.C. 632(a)(2)).
[_] (ii) Alternate I (Mar 2020) of 52.219-28.
[_] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
[_] (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
[_] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
[_] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
[X] (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
[X] (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
[X] (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
[_] (ii) Alternate I (Feb 1999) of 52.222-26.
[_] (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
[_] (ii) Alternate I (Jul 2014) of 52.222-35.
[_] (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
[_] (ii) Alternate I (Jul 2014) of 52.222-36.
[_] (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
[_] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
[X] (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
[_] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
[_] (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
[_] (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[_] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
[_] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
[_] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
[_] (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
[_] (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
[_] (46) 52.223-23, Sustainable Products and Services (May 2024) **(DEVIATION FEB 2025)** (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
[_] (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
[_] (ii) Alternate I (Jan 2017) of 52.224-3.
[_] (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
[_] (ii) Alternate I (Oct 2022) of 52.225-1.
[_] (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
[_] (ii) Alternate I [Reserved].
[_] (iii) Alternate II (Jan 2025) of 52.225-3.
[_] (iv) Alternate III (Feb 2024) of 52.225-3.
[_] (v) Alternate IV (Oct 2022) of 52.225-3.
[_] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
[_] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
[_] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
[_] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
[_] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
[X] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
[_] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
[_] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
[_] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
[_] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
[X] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
[_] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
[_] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
[_] (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
[_] (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
[_] (65)
(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
[_] (ii) Alternate I (Apr 2003) of 52.247-64.
[_] (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[_] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
[_] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
[_] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
[_] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

[_] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
[_] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
[_] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
[_] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
[_] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
[_] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).
(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii)
(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204–30.
(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xvi)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services. (Nov 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.
The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.
The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of renewing the next option period.
(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Nov 1999)
(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days of renewing the next option period. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *60 months*
(End of clause)

52.228-10 Vehicular and General Public Liability Insurance.
Vehicular and General Public Liability Insurance (Apr 1984)
(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for-
(1) Bodily injury of not less than $100,000.00 for each person and $500,000.00 for each occurrence; and
(2) Property damage of not less than $100,000.00for each accident and $500,000.00 in the aggregate.
(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.
(End of clause)

52.252-2 Clauses Incorporated by Reference February 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browse/index/far

(End of clause)

52.252-6 Authorized Deviations in Clauses NOV 2020

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Interior Acquisition Regulation Supplement (DIARS) (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.204-13	**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE**	**OCT 2018**
52.204-18	**COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE**	**AUG 2020**
52.204-19	**INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS**	**DEC 2014**
52.212-4	**CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS**	**NOV 2023**
52.232-39	**UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS**	**JUN 2013**
52.232-40	**PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS**	**MAR 2023**
52.243-1	**CHANGES – FIXED PRICE**	**AUG 1987**
52.247-34	**F.O.B. DESTINATION**	**NOV 1991**
52.249-2	**TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)**	**APR 2012**

**********END OF CLAUSES**********

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-369

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Budget Action Increasing Revenue and Appropriations in the Sheriff's Office Budget for California Peace Officer and Standards and Training (POST) Academy Reimbursements ($58,400)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the Sheriff's Office Budget for California Peace Officer and Standards and Training (POST) Academy Reimbursements ($58,400).

The California Commission on Peace Officer Standards and Training (POST) offers a reimbursement program for POST Basic Academy graduates who meet specified eligibility requirements. Under this program, reimbursement funds are issued directly to Mariposa County on behalf of the qualifying Academy graduate. Once received, the Auditor's Office will process and disburse the funds to the graduate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar budget actions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, Mariposa County will receive reimbursement checks from the California Commission on POST, but will lack the authority or mechanism to disburse the funds to eligible recipients.

FINANCIAL IMPACT

See the attached Budget Action.

ATTACHMENTS

1. Budget Action Form Template - rev 07.17.25-POST Training Reimbursement

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	216	45263	Training	POST Training Funding	58,400	
1001	216	60112	Training	POST Training	58,400	
				TOTALS	116,800	0

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

( ) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

(X) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: ( ) FY24-25 (X) FY25-26

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District APCD 2025-005

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Ratify the Acceptance of the Grant Agreement for G24-CAPP-14 from the California Air Resources Board in an Amount Not to Exceed $29,335.15 to Continue the Community Air Protection Program for Ongoing Implementation of Assembly Bill 617 Signed by the Acting Air Pollution Control Officer on June 25, 2025; Expend the Funds in Accordance with the Grant Agreement Requirements; and Approve Budget Action Recognizing the Grant Revenue ($29,335.15) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Acceptance of the Grant Agreement for G24-CAPP-14 from the California Air Resources Board in an Amount Not to Exceed $29,335.15 to Continue the Community Air Protection Program for Ongoing Implementation of Assembly Bill 617 Signed by the Acting Air Pollution Control Officer on June 25, 2025; Expend the Funds in Accordance with the Grant Agreement Requirements; and Approve Budget Action Recognizing the Grant Revenue ($29,335.15) (4/5ths Vote Required).

Funds for the implementation of AB617 may support selecting locations for the deployment of community air monitoring systems, deploying wildfire smoke sensors at schools, determining proportionate contributions of sources to air pollution exposures, staff support, data collection, reporting, and other related tasks.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Assembly Bill 617 requires the California Air Resources Board and air districts to develop and implement additional emissions reporting, monitoring, reduction plans and measure in an effort to reduce air pollution exposure. Mariposa County Air Pollution Control District has participated in four previous rounds of grant funding since 2019. We have used these grants for staff time monitoring fires and the development of the Exceptional Events document for Ozone non-attainment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Air Pollution Control District can choose not to accept the funding and have reduced staffing and monitoring capacity.

FINANCIAL IMPACT

There is no impact on the general fund. Revenue and corresponding appropriations are included in the Budget Action 3485-457.

ATTACHMENTS

1. **G24-CAPP-14 Mariposa County APCD FINAL**
2. **Budget Action FY 2526 G24-CAPP-14**

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

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G24-CAPP-14

NAME OF GRANT PROGRAM	
Community Air Protection Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $29,335.15
START DATE: 7/1/2025	END DATE: 6/30/2029

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions, General Terms and Conditions

In accordance with Assembly Bill (AB) 107, section 15.14, 25 percent of the Fiscal Year 2024-2025 CAP GGRF funds allocated under this grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: Alice Kindarara		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) Cody, REHS	
TITLE Branch Chief, Acquisitions	DATE 6/30/2025	TITLE Environmental Health Unit Mgr	DATE 6.25.2025
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5100 Bullion Street, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$29,335.15	3530000L39	3900CAP	3228CAP24
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE $29,335.15	(OPTIONAL USE) FY24 GGRF $22,001.36 upon grant execution and $7,333.79 after 4th quarter Cap-and-Trade auction	CHAPTER 22	STATUTE 2024

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39000500	50083	2024-25

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
N/A	

Exhibit A – Grant Provisions, General Terms and Conditions

1. Use of Terms:
   a. This Grant Agreement ("Grant" or "Grant Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the entity named in the coversheet to this Grant (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.
   b. As referenced in this Grant Agreement, "Grantee" or "Grantees" means and includes, individually and collectively, Grantee's assigns, employees, officers, and directors.
   c. "Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.
   d. "Day" or "days" means calendar days, unless expressly noted otherwise.
   e. "Grant Funds" means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases "Grant Funds" and "Grant Award" have the same meaning and are used interchangeably.
2. Grant Objectives: The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support implementation activities that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).

a. In accordance with Assembly Bill (AB) 107, section 15.14, 25 percent of the Fiscal Year 2024-2025 local air district implementation GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing and implementing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends for community steering committee (CSC) members in selected communities to the extent allowed by law, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Air Monitoring Plan(s).

3. District Governing Board Approval: The Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before the disbursement deadline.
4. Additional Remedies for Non-Compliance:
    a. Without limiting any of the parties' other remedies, and subject to the sections regarding Disputes and Termination below, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse of Grant funds, or fraud. CARB also reserves the right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.
    b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.
    c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims

(including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

5. Additional Required Terms for Grant Recipient Agreements Funded by This Grant:

All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or feasible as determined by Grantee:

a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest

may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.

d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement, and, upon request by CARB, to send to CARB a copy of said agreement.

e. Authorized Signature: Grant Recipient agrees and acknowledges that it

has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in violation of the California False Claims Act (Government Code Section 12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes ("air quality laws"), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have

not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient's agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient's continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient's continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.

g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.
h. Related Agreements must also contain, at a minimum, all of the following:
    i. A clear and accurate description of the material, products, or services to be procured.
    ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.
    iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.
    iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.

vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 47 – Survival below.

vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest;; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

6. Advance Payments:

a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support the Grant program initiation and implementation.

b. Grantee agrees that all advance payment requests submitted by Grantee will comply with the applicable provisions of Health and Safety Code section 39603.1, title 17 of the California Code of Regulations (C.C.R.) Sections 91040

to 91044, and Government Code section 11019.3 (for advance payments to Grant Recipients). In the event that these laws are revised or applicable new laws enacted, such revised or new laws will supersede the provisions of this section to the extent they conflict.

c. Only CARB shall authorize an advance payment. CARB may provide advance payment to Grantee if CARB determines all of the following:
    i. The advance payment is necessary to meet the purposes of the Grant program or project and is intended to alleviate a practical business or economic situation that would inhibit the program or project.
    ii. The use of the advance payment is adequately regulated by Grant or budgetary controls, and is limited to the specific activities set forth in the Grant Agreement.
    iii. Grantee shall revert all Grant Funds to CARB that are not liquidated by the term end date or if the Grant is terminated pursuant to the terms of this Grant Agreement. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses.
    iv. The Grantee is either a small air district or meets all of the following criteria:
        1. Has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment.
        2. Is in good standing with the Franchise Tax Board and Internal Revenue Service and, if the Grantee falls out of good standing with the Franchise Tax Board or Internal Revenue Service after advance payment is made, Grantee must return to any unliquidated Grant Funds to CARB. To the extent that Grantee is exempt from state or federal tax liability, Grantee may

provide proof of such exemption in lieu of demonstrating good standing.

3. Submits a spending plan to CARB for review prior to receiving the advance payment. "Spending plan" means an outline of how the advanced funds will be spent within the term of the Grant Agreement, including project schedules, timelines, milestones, and Grantee's fund balance for all state grant programs. CARB shall consider the available fund balance when determining the amount of the advance payment.
4. Reports to CARB any material changes to the spending plan within 30 days of the material change. "Material Changes" means a change to the spending plan of twenty-five (25) percent or more in any line item in the spending plan.

d. In the event of Grantee's nonperformance, Grantee shall return all Grant Funds received via advance payment that are not liquidated, pursuant to the terms of this Grant Agreement. Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
e. Grantee may not provide advance payment of Grant Funds to Grant Recipients, unless otherwise allowed by an applicable program guideline or guidance document where the Grant Recipient(s) is within the scope of "Recipient Entity," as defined in Health and Safety Code section 39603.1, subd. (b)(2)(A), subject to the following additional requirements:
   i) Advance payment to Grant Recipients is subject to prior approval from CARB.
   ii) Grantee shall assume all legal and financial risk of the advance payment. If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by Grant Recipients to ensure that the Grant Funds are used in accordance with state

statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.

iii) CARB and Grantee shall prioritize advance pay to qualifying Grant Recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.

iv) The advance pay shall not exceed 25 percent of the total amount or contract awarded to that qualifying Grant Recipient. At CARB's sole and absolute discretion, the advance pay may exceed the 25 percent limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying Grant Recipient provides sufficient justification and documentation for that larger advance.

v) Grantee shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying Grant Recipient's workplan and written justification.

vi) The qualifying Grant Recipient shall:

(a) Complete, and submit to Grantee, an Advance Payment Request Form. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.

(b) Submit a certification to CARB of compliance with subsections 3) through 13) below, for each Advance Payment Request Form.

(c) Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.

(d) Demonstrate that Grant Recipient has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment;

and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the entity is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

(e) Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, title 17, section 91041, subd. (k), developed in a form and manner specified by CARB.

(f) Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the Grant Recipient's agreement or contract.

(g) Deposit any funds received as an advance payment into a federally insured account of the Grant Recipient that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and state laws and regulations, and the Grant Recipient shall report interest earned on the advance payment to CARB. The Grant Recipient's account shall be in the Grant Recipient's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.

(h) Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grant Recipient. Further advance payments may be made if Grant Recipient is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by the CARB.

(i) Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section, and as otherwise required by CARB.

(j) Provide a final progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.

(k) Return to CARB or the Grantee any unused portion of the advance payment, including interest earned on the advance payment, no later than 30 calendar days after the termination, cancellation, or expiration of the Grant Recipient's agreement or contract, or such longer period as CARB may provide at its sole discretion.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit annual fiscal accounting reports consistent with the Reporting section of this grant agreement.

7. Alternative Enforcement:

The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

8. Amendment:

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral

understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least thirty (30) days prior to the Grant term end date. Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint. Amendments must be submitted to CARB by February 28, 2029.

9. Americans With Disabilities Act (ADA):

Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.0, level AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.

b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.
c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.

10. Assignment:

This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.

11. Audit:

Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a State-funded implementation activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

12. Authority:

Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on

said Party's behalf.

13. Availability Of Funds:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

14. California Climate Investments:

Where applicable, the Grantee agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (http://www.caclimateinvestments.ca.gov/logo-graphics-request/). Below are specific requirements for acknowledgement.

The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "This is funded with Grant funds awarded to the air district to implement the Community Air Protection Program consistent with goals of Assembly Bill 617 and is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities." And whenever applicable, the Spanish translation

acknowledgement: "Esto está financiado con fondos de subvención otorgados al distrito de aire para implementar el Programa de Protección del Aire Comunitario de acuerdo con los objetivos de la Ley de la Asamblea (AB, por sus siglas en inglés) 617 y forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja."

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo



15. Compliance With Law:

Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.

16. Computer Software and Project Data:

"Project Information Resources" means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media.

Computer software developed or substantially modified using primarily Grant Funds must include a copyleft license comparable to GNU General Public License v3.0 (GPLv3) (available at https://www.gnu.org/licenses/gpl-3.0.html) or later version if the software source code is intended to be licensed or otherwise released to the public. Other copyrightable Project Information Resources developed or substantially modified using primarily Grant Funds that are intended to be shared forward by the public must include a copyleft license comparable to Creative Commons Attribution Share Alike license version 4.0 or later (available at https://creativecommons.org/licenses/by-sa/4.0/legalcode.en). Exceptions to the copyleft license requirement of this subsection include where:

1. The sharing of the material is restricted by law or regulation;
2. The sharing of the material would create a risk to the detriment of national security, confidentiality of State, Grantee or Grantee Recipient information, or individual privacy;
3. The sharing of the material would create a risk to the stability, security, or integrity of the systems or personnel of the State, Grantee, Grant Recipient or of the material's owner;

4. The sharing of the material would create a risk to the State's, Grantee's, Grant Recipient's, or the material owner's, mission, programs, or operations.

CARB disclaims title and ownership rights to Project Information Resources. However, Grantee, to the extent it has the right to do so, grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to use, reproduce, share, publish, translate, and make collective works of the Project Information Resources, including computer software executable files but excluding for this license to CARB any computer source code, subject to applicable law on privacy and confidentiality. Grantee shall require Grant Recipients to grant CARB similar license rights to the extent Grant Recipient has the right to do so.

Grantee certifies that it has appropriate systems and controls in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other intellectual property laws. Grantee shall require Grant Recipients to make similar certifications.

17. Confidentiality:

Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

18. Conflict Of Interest:

Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the term of this Grant Agreement.

19. Construction:

This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

20. Cumulative Remedies:

The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

21. Disbursement Deadline:

The funds specified in this Grant Agreement must be disbursed by CARB to Grantee by June 30, 2027.

22. Disbursement Request:

The Grantee shall initially submit a draft Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review. Grantee shall submit all Grant Disbursement Requests to CARB's Accounting Branch at grants@arb.ca.gov with a CC to AB617projectliaison@arb.ca.gov. Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2027 to ensure adequate time for processing prior to the end of CARB's fiscal year.

23. Disputes:

Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or

condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion, shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 52 – Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 29 – Force Majeure.

24. Earned Interest:

a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.
b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.
c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the Program in a manner consistent with applicable grant program guidelines, guidance document, this Grant Agreement, or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.
d. Grantee shall maintain accounting records (e.g., general ledger) that track earned interest accrued and expended, as follows:

i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
iii. The methodology for calculating earned interest must be included in any policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.

e. Earned interest must be fully expended to the eligible grant-related expenses as outlined in the Grant Provisions, or applicable program guidance document when available.
f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.
g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the Annual Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Annual Reports or the Final Status Report, and Grantee shall fully cooperate and comply will all such requests.

25. Entire Agreement:

This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

26. Environmental Justice:

In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.

27. Executive Order N-6-22 – Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

28. Fiscal Management Systems and Accounting Standards:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of individual Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account

for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

29. Force Majeure:

Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

30. Funding Prohibitions for Sectarian Purposes and Non-Public Schools:

Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, section 5, and article IX, section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

31. Generative Artificial Intelligence (GenAI) Use and Reporting:

i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

ii. During the Term of the Grant Agreement, Grantee must immediately notify CARB in writing, and require their Resource Entities and Grant Recipients to immediately notify CARB in writing, if they are aware of any work performed under this Grant Agreement that:

1. Will provide GenAI technology as a deliverable to CARB; or,
2. Utilizes GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:

    i. Functionality of a State system;

    ii. Risk to the State; or,

    iii. Performance under this Grant Agreement.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2. Notification shall be provided to the CARB Program Liaison listed in Section 2.

iii. At the direction of CARB, Grantee shall discontinue, and require their Resource Entities and Grant Recipients to discontinue, the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.

iv. If Grantee, Resource Entities, or Grant Recipients are using GenAI to perform work under this Grant Agreement, Grantee shall, and require their Resource Entities and Grant Recipients to, do the following:

1. Allow CARB to augment the GenAI training data with CARB data;
2. Track and disclose the quality of the GenAI training data used, and generated data, for any GenAI in relation to this Grant Agreement, using

suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time;

3. Share such metrics and methods, as well as the underlying data and output, with CARB upon request by CARB or at periodic intervals as may be agreed by the Parties;

4. Provide CARB reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Grant Agreement and generated data, at no cost to CARB;

5. Allow CARB to audit, review, or investigate the quality of the GenAI Training Data at any time, subject to reasonable notice and the confidentiality obligations;

6. Ensure that all generated data that materially impacts deliverables created pursuant to the Grant Agreement contains a digital watermark or other digital identification that clearly identifies that the generated data was created by GenAI; and,

7. Comply with all other applicable laws, regulations, and guidelines concerning the identification of generated data, including but not limited to the California AI Transparency Act (Bus. & Prof. Code §§ 22757 et seq).

CARB, at its sole discretion, may consider failure by Grantee, Resource Entities, or Grant Recipients to comply with the terms of this section to constitute a material breach of the Grant Agreement. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

32. Governing Law and Venue:

This Grant Agreement is governed by and shall be interpreted in accordance with

the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

33. Grantee's Responsibility for Work:

CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.

34. Incorporated Documents:

Grantee will administer this Grant according to the requirements described in the following documents, which are incorporated by reference into and made a part of this Grant Agreement:

a. Grant Agreement Cover Sheet
b. Exhibit A – Grant Provisions
c. As applicable, related Program Advisories, Mail-Outs, and Executive Orders currently issued or updated during the grant performance period.
d. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
e. Advance Payment Request Form

35. Indemnification:

Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.

36. Independent Contractor:

Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.

37. Insurance:

Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law.

If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business day) notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

38. Labor Compliance for Drayage and Short-Haul:

Grantee shall ensure that all agreements with any and all Grant Recipients who receive or use any Grant Funds to purchase, or lease for greater than one year, new drayage or short-haul trucks contain a requirement that as a condition of Grant Fund receipt or use and as a condition of participation in the Program, Grant Recipients must comply at all times with all applicable provisions of California Health and Safety Code sections 39680 through 39693, which require Grant Recipients to maintain compliance with applicable labor law, retain direct control over the manner and means for performance of any individual using or driving the vehicle, and other requirements.

39. Liquidation and Return of Funds:

Funds not liquidated by June 30, 2029 must be returned to CARB by June 30, 2029. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 5.c above. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

40. Nondiscrimination:

a. During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
b. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.
c. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.

d. Grantee shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.
e. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.
f. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.
g. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights.
h. Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition

of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a Grant Recipient has violated the provisions of this Section and take appropriate remedial action as required by law or by CARB.

41. Office Of Foreign Asset Control:

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

42. Order of Precedence:

In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet
b. Exhibit A – Grant Provisions, General Terms and Conditions
c. All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.

43. Paragraph Headings:

The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

44. Personally Identifiable Information (PII):

Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).

45. Prevailing Wages and Labor Compliance:

Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.

46. Project Equipment:

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

When Project Equipment is no longer needed for the original program purpose, Grantee must request disposition instructions from CARB. However, equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of without requesting disposition instructions from CARB.

47. Professionals:

Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

48. Reporting: Required reporting includes the following:

a. California Climate Investments:

With CARB assistance and direction, the Grantee will implement reporting procedures as specified in the CARB Funding Guidelines for Agencies that Administer California Climate Investments (Funding Guidelines) to provide CARB program level information for jobs and outreach events and funds used to cover administrative costs. Grantee is required to report on outreach events, while only those grantees who have or will receive more than $1,000,000 cumulatively in Greenhouse Gas Reduction Fund sourced AB 617 implementation funds are also required to report jobs. The reporting cycles cover November 1 through

April 30 and May 1 through October 31. Reports are due to CARB within 30 days after the end of a reporting cycle.

b. Annual Reports:

Grantee must submit annual reports to CARB beginning one year after full grant execution and continue annually through the end of the grant term, or until all funds have been liquidated. Reports, at a minimum, must include:

i) Report number, title, Grantee name, date of submission, and grant number;

ii) Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

iii) Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.

iv) Summary of work completed and in progress since the last progress report;

v) Grant funds remaining and expended; and

vi) Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

c. Final Report:

Grantee must submit a Final Report to CARB by June 30, 2029. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Program Liaison at AB617ProjectLiaison@arb.ca.gov.

49. Severability:

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.

50. Survival:

All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor Compliance for Drayage and Short-Haul; Nondiscrimination (except for 38.d); Office Of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.

51. Term:

This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, is terminated or all conditions of the Grant Agreement have been met, whichever occurs first. This Grant Award is conditional based on CARB receipt and approval of a fully executed Grant Agreement.

52. Termination:

CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 23 – Disputes.

53. Timeliness:

Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Agreement in an expeditious manner.

54. Third-Party Beneficiaries:

Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a

beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

55. Waiver Of Rights:

Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

Docusign Envelope ID: 00B79423-F71E-428A-80AF-0486BE1C970D

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
3485	457	45063		G24-CAPP-15/State Revemie	(29,335)	
3485	457	51111		Salaries	18,991	
3485	457	52101		Retirement-Employer	3,458	
3485	457	52201		Medical Insurance	2,334	
3485	457	52202		Dental Insurance	515	
3485	457	52203		Vision Insurance	98	
3485	457	52205		Life Insurance	42	
3485	457	52208		Medical Insurance Admin Fee	16	
3485	457	52301		Social Security	1,261	
3485	457	52302		Medicare	1,635	
3485	457	52303		SDI	985	
				TOTALS	(0)	0

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

(X) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

( ) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: ( ) FY24-25 (X) FY25-26

DEPARTMENT HEAD SIGNATURE DocuSigned by: kristina kelley EF2F2BFCD1BA4C6... DATE 8/20/2025 | 5:13 PM PDT

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During Departmental Presentations at the September 9th, 2025 Meeting

---

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations at the September 9th, 2025, Meeting

- District Attorney Mission Statement — Walter Wall
- Coyote Howl Postcard — Maryanne Huff

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. Handouts received during Board meetings must be included in the official record.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **DA - Mission Statement**
2. **Coyote Howl**

Office of the
MARIPOSA COUNTY
DISTRICT ATTORNEY

Deputy District Attorney
GERAD EGAN

Deputy District Attorney
STEPHEN J. CAREY

Lead Investigator
JOSH KEHELEY

District Attorney
WALTER W. WALL

MARIPOSA COUNTY DISTRICT ATTORNEY'S OFFICE

MISSION STATEMENT

The Mariposa County District Attorney's Office, guided by the principles of integrity, accountability, transparency, truth, and justice, is committed to:

1. **Protecting the innocent** and safeguarding the rights of all individuals;

2. **Pursuing justice by fairly prosecuting** those who are lawfully charged, with consideration for underlying factors such as mental health and substance use disorders;

3. **Supporting victims of crime** with compassion, respect, and a commitment to healing; and,

4. **Preventing crime** through meaningful collaboration with our criminal justice partners and community engagement to address the root causes of crime and promoting long-term public safety.

5085 Bullion Street • Mariposa, CA 95338 • Telephone: (209) 966-3626 • Facsimile: (209) 966-5681• Email: mcda@mariposacounty.org

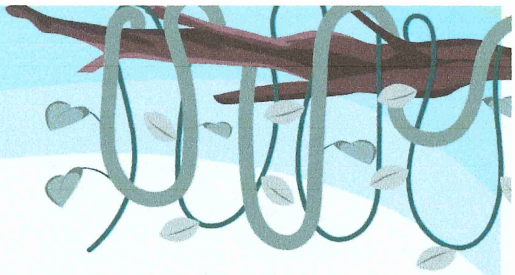

ANNUAL
COYOTE FEST
COULTERVILLE CALIFORNIA
HOTEL JEFFERS
HOWL OF A GOOD TIME
BENEFITING THE NORTHERN
MARIPOSA COUNTY HISTORY CENTER
COYOTEFEST.ORG
4TH SATURDAY
OF SEPTEMBER
FOOD
LIVE MUSIC
CAR SHOW
PARADE
VENDORS
THE HOWL
KIDS
CORNER


HOWL OF A GOOD TIME

UNIVERSITY OF CALIFORNIA
Agriculture and Natural Resources

UC Master Gardener Program

UC Master Gardeners of Mariposa County

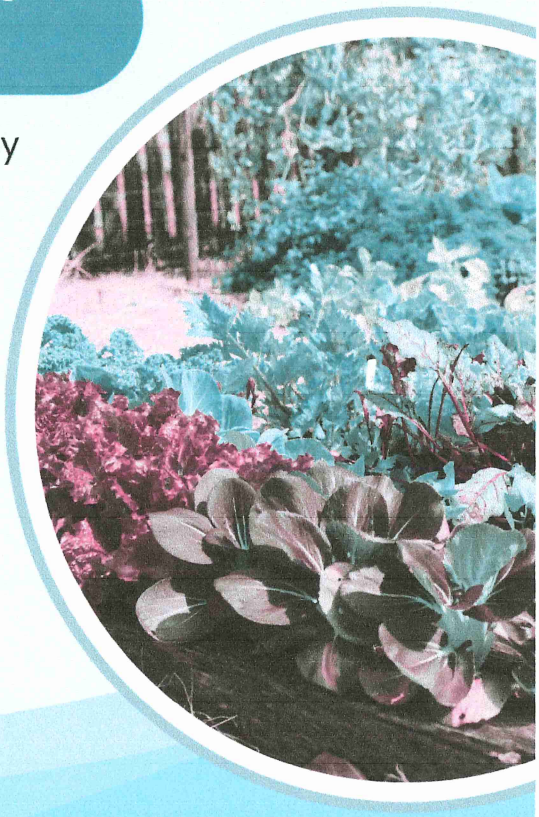


Nature's Perfect Pairs

A Guide to Companion Planting

Saturday, October 25, 2025
| 10 AM - 12:30 PM

McCay Hall | Hwy 140, Catheys Valley



What you'll learn:

- What is Companion Planting?
- Benefits of Companion Planting
- Key Planting Pairs
- Ideas for Garden layout

Registration :

https://surveys.ucanr.edu/survey.cfm?surveynumber=45995

OR call
209 966-2417

Registration is limited

5009 Fairgrounds Road, Mariposa | smace@ucanr.edu

UNIVERSITY OF CALIFORNIA
Agriculture and Natural Resources

UC Master Gardener Program

LEARN IT GROW IT TEACH IT



BECOME A UC MASTER GARDENER

The UC Master Gardener mission: To extend research-based knowledge and information on home horticulture, pest management, and sustainable landscape practices to the residents of California.

- Develop skills to be a presenter of home horticulture, pest management & sustainable landscape practices in our community.
- Volunteer at in-person workshops, webinars, event booths, and more.
- Offer your talents in computer skills, writing, social media to support the management of the organization.
- Continue to increase your knowledge base through required continuing education hours.
- Work with a group of local, passionate garden enthusiasts.

TRAINING CLASS – JANUARY – MAY 2026

Topics include: Plant Identification & Propagation, Understanding Soil, Pest Identification & Management, Gardening in the Foothills of the Sierra Nevada

Hybrid class of online videos, periodic zoom sessions, reading & 5 in-person all day labs

To complete the program: all classes and labs are required including quizzes, group projects & final exam

Training Cost: $250. Includes books, access to online learning platform & lab supplies

PROGRAM INFO

- Required minimum of 50 volunteer hours in 1st year, 25 hours in subsequent years.
- Required 12 hours continuing education hours each year (after training year)
- Must be active participant in program activities, and presenting materials to the community
- Become active in the community by attending general membership meetings and award ceremonies

LEARN ABOUT

- https://ucanr.edu/county-office/mariposa-county/be-master-gardener

APPLY

- Contact us to receive an application.
- **Application deadline: Oct 31, 2025**
- Interview required

CONTACT US

209 966-2417 smace@ucanr.edu

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclaim September 9th, 2025, as California's 175th Birthday (Supervisor Kiser)

RECOMMENDATION AND JUSTIFICATION

Proclaim September 9th, 2025, as California's 175th Birthday (Supervisor Kiser).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has proclaimed similar important birthdays in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not proclaim; fail to commemorate the enduring legacy, diverse heritage, and far-reaching contributions of the Golden State.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **September 9th - 175th Birthday**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District II Supervisor Shannon Poe
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

September 9th, 2025

as

"The 175th Birthday of California"

WHEREAS, the year 2025 marks the 175th anniversary of the founding of the State of California, which is a momentous occasion to commemorate the enduring legacy, diverse heritage, and far reaching contributions of the Golden State to the United States and the world; and

WHEREAS, California was admitted to the union as the 31st state on September 9th, 1850, following the signing of the Treaty of Guadalupe Hidalgo and the discovery of gold at Sutter's Mill in 1848, which sparked the historic Gold Rush and fueled a rapid population boom; and

WHEREAS, before statehood, California was home to a multitude of indigenous tribes whose cultures, governance systems, and stewardship of the land shaped the region for thousands of years and was later influenced by Spanish, Mexican, and American settlers who contributed to the complex mosaic of California's early history; and

WHEREAS, over the past 175 years, California has become the agriculture leader of the nation by producing more than one-third of the United States' vegetables and two-thirds of its fruits and nuts and exporting food and innovation to markets across the globe; and

WHEREAS, California is globally recognized as the center of the entertainment industry with Hollywood becoming synonymous with film, music, and cultural storytelling that transcends borders and generations; and

WHEREAS, California has stood at the forefront of technological progress, from the rise of Silicon Valley and the birth of the semiconductor industry to modern advancements in software, artificial intelligence, clean energy, aerospace, and biotechnology, and has driven innovation and shaped the global economy; and

WHEREAS, California's institutions of higher learning, robust economy, entrepreneurial spirit, and diverse population have contributed to a legacy of leadership in civil rights, environmental stewardship, public health, the arts and education; and

WHEREAS, the people of California, representing a broad array of backgrounds, cultures, and beliefs, have continuously demonstrated resilience, vision, and a commitment to progress, facing challenges from natural disaster to economic transitions with unity and resolve.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims **September 9th, 2025, as "The 175th Birthday of California"**, commemorating the 175th anniversary of the founding of the State of California and honors the profound contributions of its people, industries, and institutions to the advancement of our state, nation, and world.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 9th day of September, 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

Local Transportation Commission

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Receive a Presentation on the Vehicle Miles Traveled (VMT) Policy

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on the Vehicle Miles Traveled (VMT) Policy.

Fehr & Peers Consultants would like to take this opportunity to share an update of the VMT Policy Project.

The Vehicle Miles Traveled Method is a way of evaluating transportation impacts with metrics that support the reduction of greenhouse gas emissions, development of multimodal transportation networks, and diversification of land uses. Senate Bill 743 required all local agencies to begin using VMT on July 1, 2020. VMT replaced the previous level of Service (LOS) method as a metric for assessing the transportation impacts of land use and transportation projects.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 16, 2024, Mariposa County Local Transportation Commission (MCLTC) approved advertising and consultant selection for the VMT Policy LTC #2024-010.

On May 14, 2024, LTC #2024-7 MCLTC approved the Transportation Overall Work Program (OWP) for FY 2024-25, which included the creation of Mariposa County VMT Policy as part of Work Element #3.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Senate Bill 743 required all local agencies to begin using VMT on July 1, 2020. Mariposa County will not be eligible for State funding if we don't have a policy in place.

FINANCIAL IMPACT

None

ATTACHMENTS

1. LTC_VMT 101_DRAFT_August2025

Fehr & Peers

VMT 101

Understanding SB 743 and CEQA

August 2025



Agenda

01 Background & SB 743 Overview

02 Lead Agency Decisions:

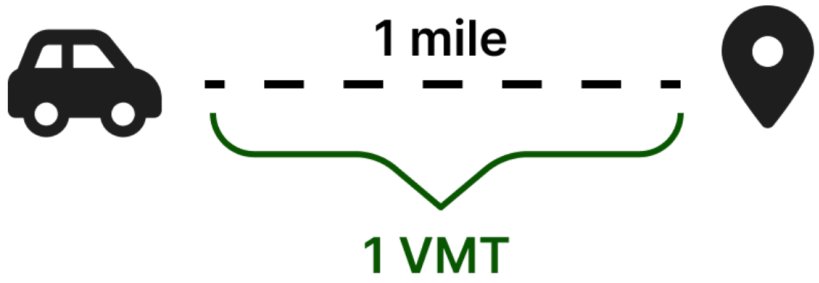
Metrics, Methods, Thresholds, and Mitigations

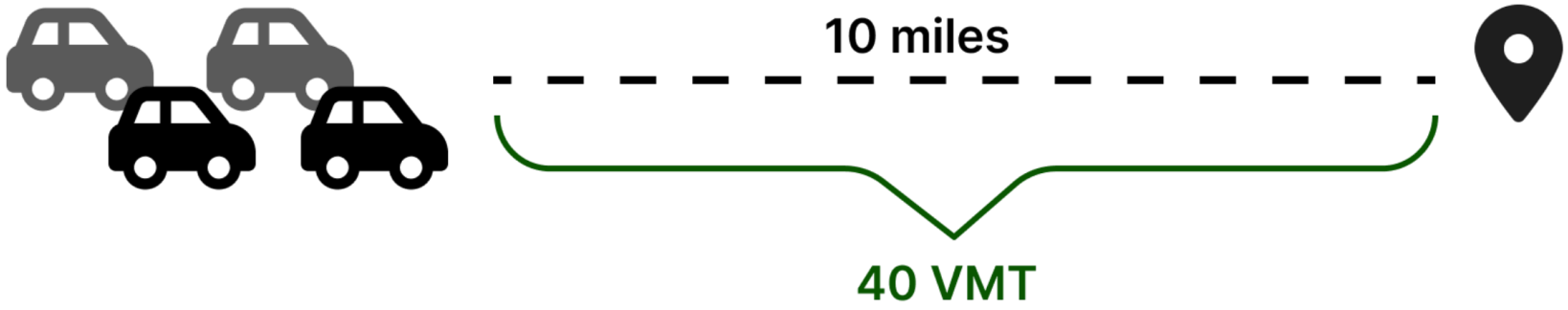
SECTION 01

SB 743 Regulatory Background & VMT Methodology

What is VMT?

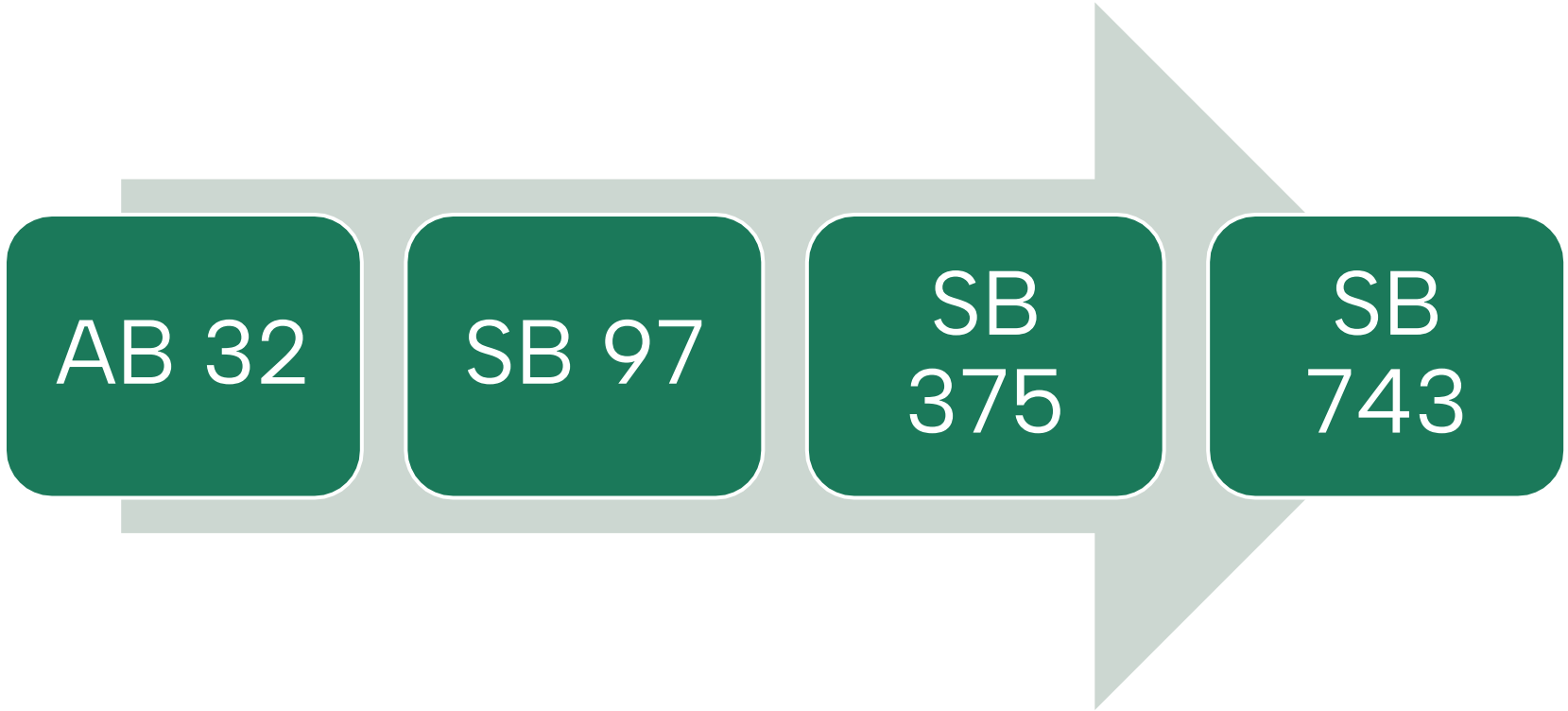
VMT = vehicle trips x trip length





Senate Bill 743 Overview

Connecting VMT thresholds to state greenhouse gas reduction goals



Senate Bill 743 Legislative Intent

- Ensure that the environmental impacts of traffic, such as noise, air pollution, and safety concerns continue to be properly addressed and mitigated through the California Environmental Quality Act (CEQA).
- More appropriately balance the needs of congestion management with statewide goals related to:



Reduction of Greenhouse Gas Emissions



Promotion of Public Heath Through Active Transportation



Infill Development

Level of Service (LOS) vs. VMT

VMT is a more appropriate measure of environmental impacts

	LOS	VMT
Emissions (greenhouse gases)	✗	✓
Emissions (air pollutants)	✗	✓
Fuel consumption	✗	✓
Energy consumption	✗	✓
Driver delay (speed)	✓	✗
Driver delay (intersection wait time)	✓	✗
Safety (collisions)	✗	✓

SECTION 02

Lead Agency VMT Decisions

Lead Agency Decisions

Metric

Method

Threshold

Mitigation

Most Common VMT Metrics



Total VMT



Total VMT Generated by a Project



Home-Based VMT per Resident



Home-Based Work VMT per Employee

https://www.fehrandpeers.com/vmt-impacts

Lead Agencies Have Discretion!

§ 15064.3(b)(4) = A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household, or in any other measure.

Qualitative VMT Analysis

If existing models or methods are not available to estimate the VMT for a particular project being considered, a lead agency may analyze the project's VMT qualitatively (per CEQA Guidelines Section 15064.3(b)(3)).

Qualitative analysis should evaluate factors such as the availability of transit, **proximity to other destinations**, and **land use context**.

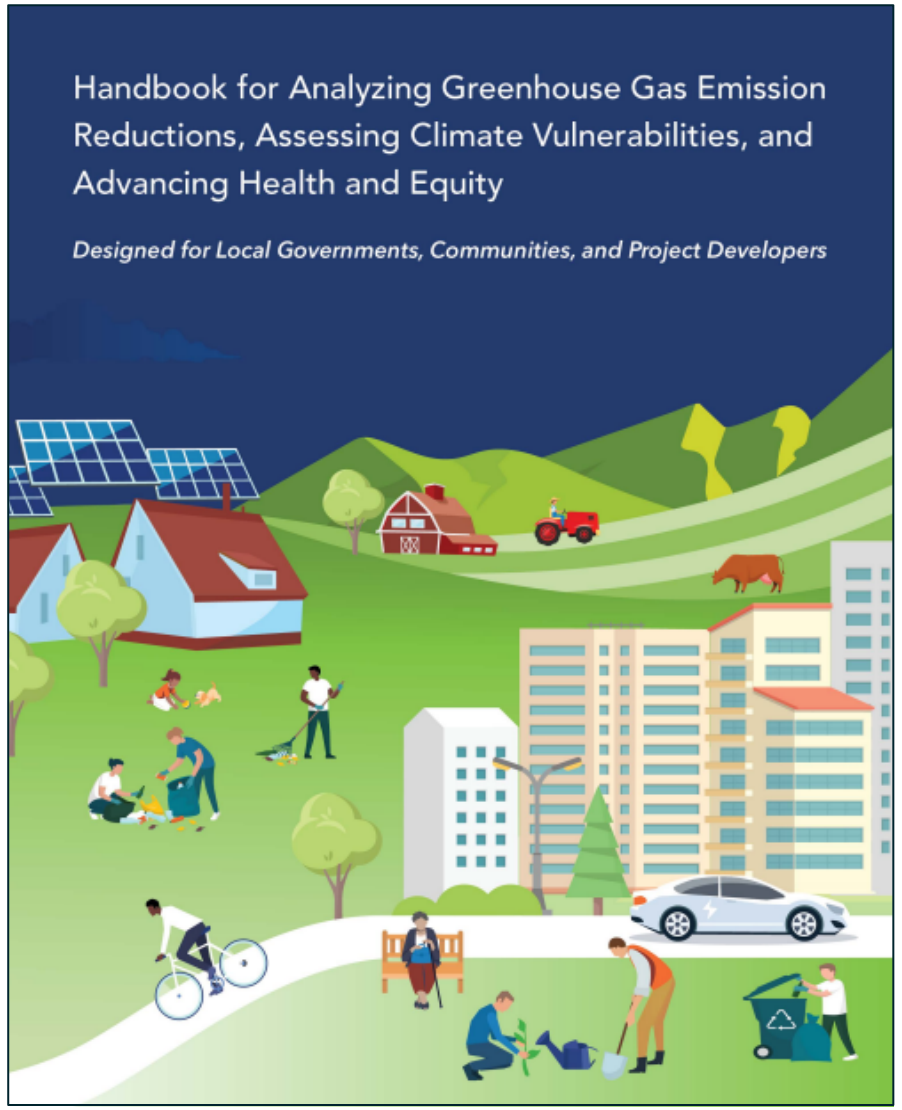
Threshold Considerations

- Discretion of the lead agency
- **Consult your General Plan** – to see how GHG or VMT reduction is valued in consideration of other values and tradeoffs? Desired outcomes?
- Court decisions
- Weigh state goals, but **nothing** in state law that says you **must** reduce GHG & VMT

Mitigation Feasibility

CAPCOA: Quantifying Greenhouse Gas Mitigation Measures (2021)





Questions?

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Receive a Presentation on a Historical Perspective of Population, Tax Revenue, and Employees (Supervisor Poe)

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on a Historical Perspective of Population, Tax Revenue, and Employees (Supervisor Poe).

This analysis aims to provide residents and Board members with a historical perspective on the correlation between county tax revenue, population, salary and benefit expenses, and the number of employees.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives presentations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the presentation; miss the opportunity to learn about the last 25 years of County correlations.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Poe - Presentation**

MARIPOSA COUNTY

Historical Analysis from FY00 to FY25 of Tax Revenue, Employee Allocation, Employee Expenses, and Population

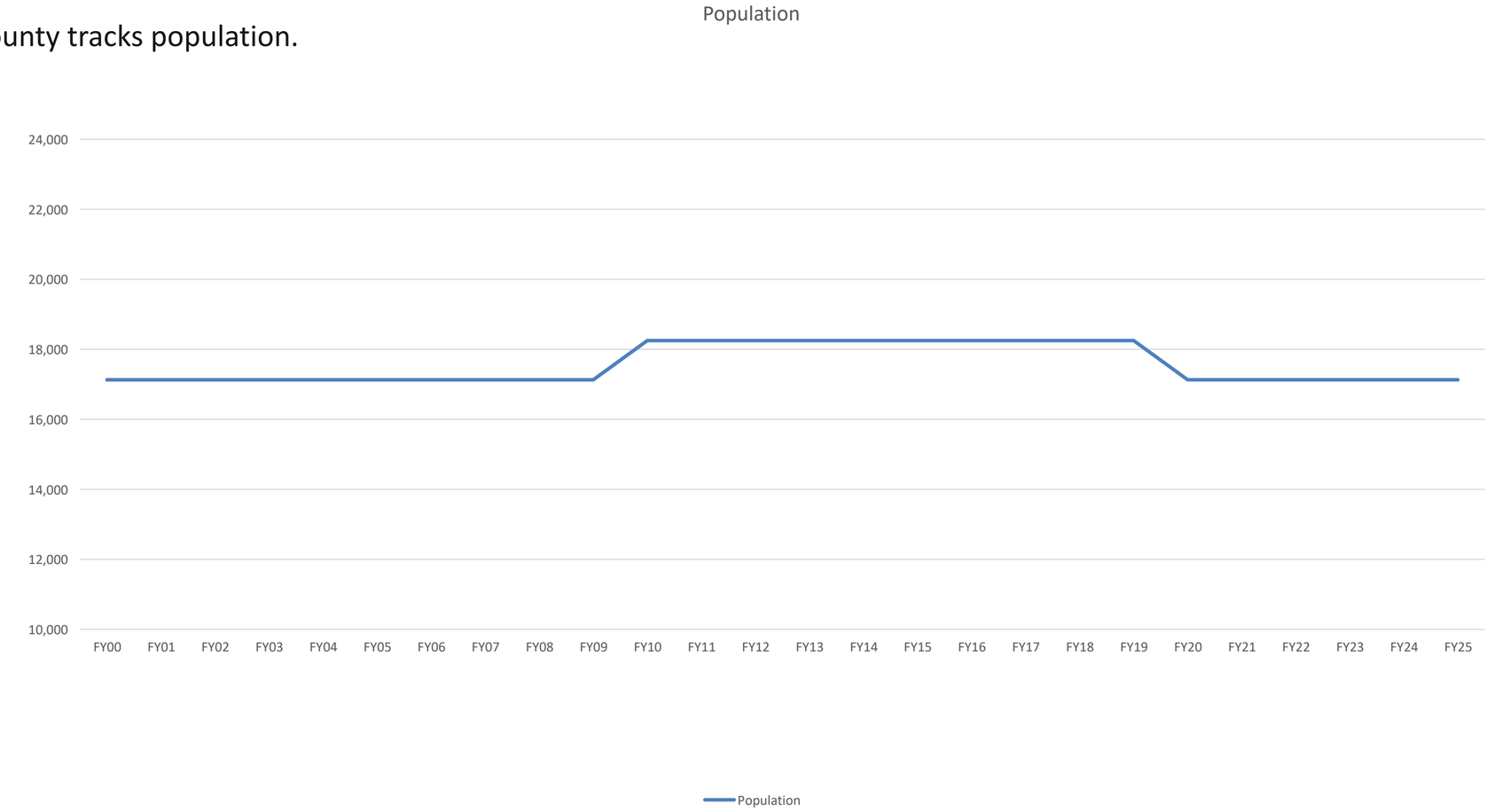
Introduction

This presentation was created to show what impact salary and benefit expense has on the revenue base of Mariposa County. It analyzes the amount of employees per resident highlighting the growth of County government to growth of residents.

NOTE: the revenues do not include TOT tax or grant funding. These are the general revenues received from sales tax, and property tax.

Population

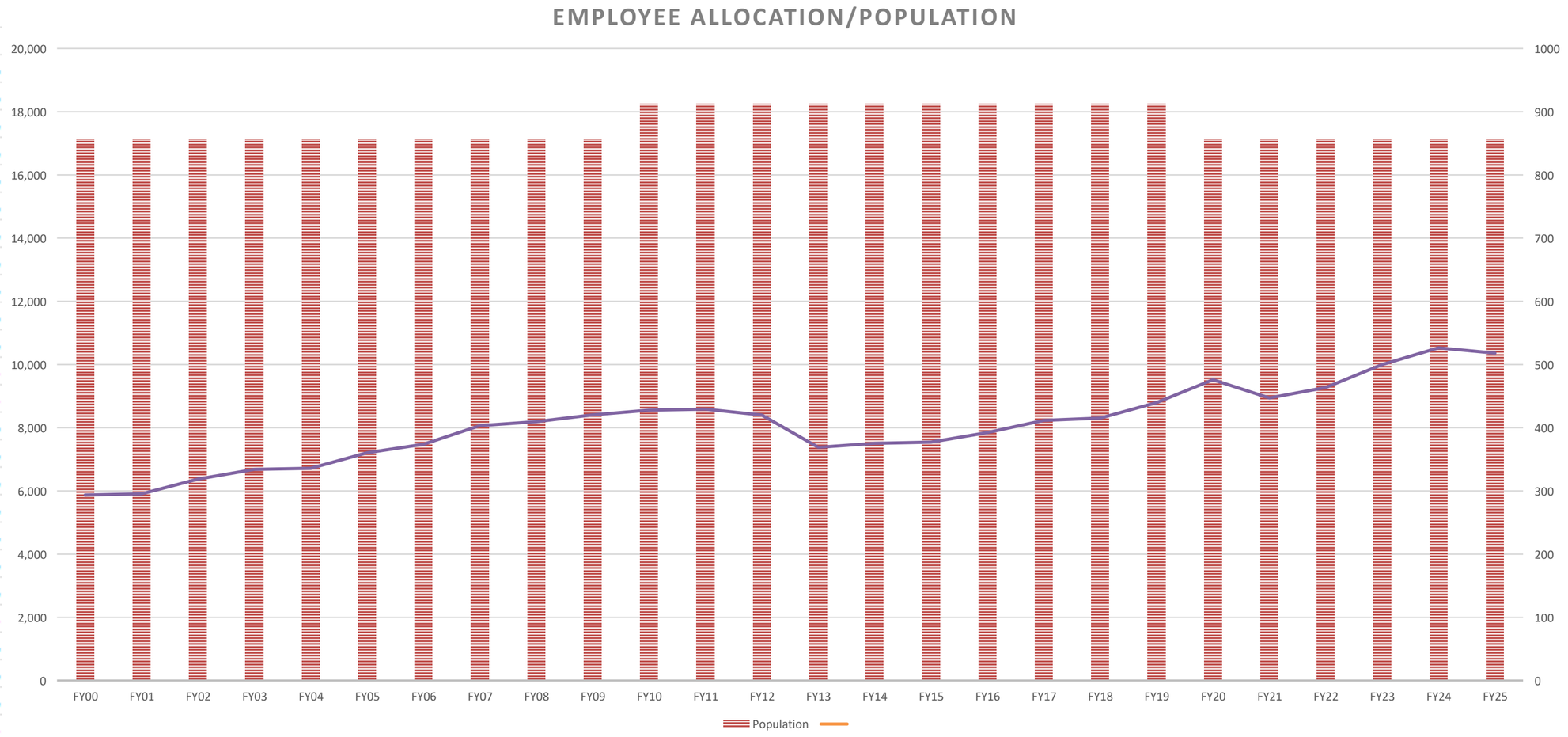
Mariposa County's Population has not significantly grown or decreased in the last 25 years. According to the US Census Data, Mariposa County had 17,130 Residents between FY00 and FY09, 18,251 Residents from FY10 to FY19, and 17,131 for FY20 to present. Census data is the most accurate way the County tracks population.



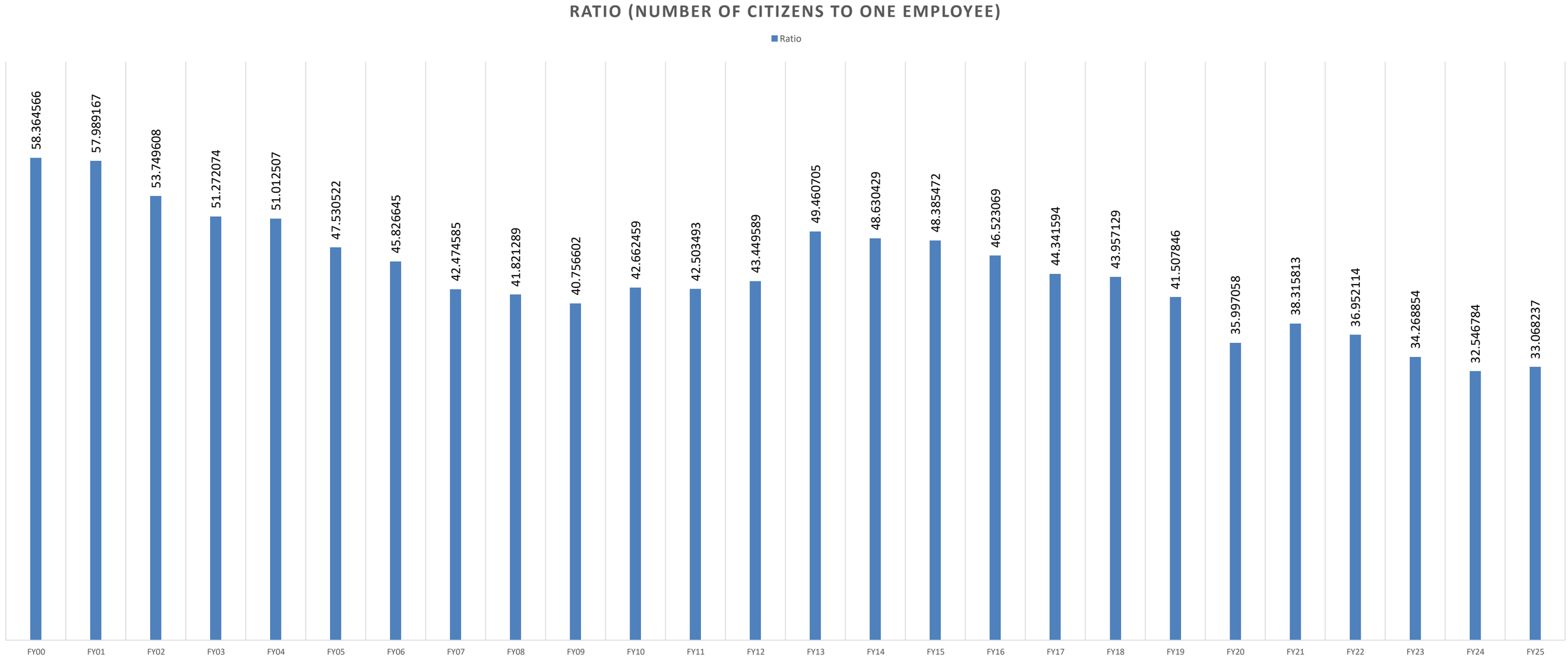
Employee Allocations

Employee allocations have had a steady rise. In Fiscal years, 2012, 2013, 2021, and 2025 there was negative percentage changes.

Employee Allocations	% Change
293.5	
295.4	0.65%
318.7	7.89%
334.1	4.83%
335.8	0.51%
360.4	7.33%
373.8	3.72%
403.3	7.89%
409.6	1.56%
420.3	2.61%
427.8	1.78%
429.4	0.37%
420.05	-2.18%
369	-12.15%
375.3	1.71%
377.2	0.51%
392.3	4.00%
411.6	4.92%
415.2	0.87%
439.7	5.90%
475.9	8.23%
447.1	-6.05%
463.6	3.69%
499.9	7.83%
526.35	5.29%
518.05	-1.58%



In 2000, there were 58.36 residents per County employee allocation, in 2025, there are 33. 06 residents per County employee allocation. There were 293.5 County Employee allocations in FY 2000 and in 2025 there are 518.05 allocations. That represents 77% growth in employee allocations in the last 25 years, while population has ultimately remained stagnant.



Salaries and Benefits

From 2000 to present, the cost of salaries and benefits has risen nearly $43 million dollars and represents and increase of 405%.

This is also a representation of the growth of employee allocations which is at a growth of 77%.

FY	Salaries and Benefits	% Change
0	$ 10,466,884.08	
1	$ 11,045,597.24	5.53%
2	$ 12,234,406.25	10.76%
3	$ 13,322,583.44	8.89%
4	$ 14,973,238.89	12.39%
5	$ 17,060,279.14	13.94%
6	$ 18,264,989.03	7.06%
7	$ 19,730,737.15	8.02%
8	$ 21,612,022.05	9.53%
9	$ 23,836,695.05	10.29%
10	$ 24,805,508.20	4.06%
11	$ 25,484,934.47	2.74%
12	$ 25,365,869.53	-0.47%
13	$ 26,041,448.74	2.66%
14	$ 26,542,974.50	1.93%
15	$ 27,546,314.36	3.78%
16	$ 28,969,460.92	5.17%
17	$ 31,614,133.55	9.13%
18	$ 32,861,227.84	3.94%
19	$ 34,449,816.00	4.83%
20	$ 36,351,725.00	5.52%
21	$ 33,800,612.00	-7.02%
22	$ 39,318,892.00	16.33%
23	$ 42,840,975.00	8.96%
24	$ 43,570,129.00	1.70%
25	$ 52,878,836.00	21.36%

Revenue

For the purpose of this analysis, we took base revenue, also known as General Purpose Revenue. This is not inclusive of grant funds or Transient Occupancy Tax (TOT), these are the revenues received through things such as property and sales tax.

It should be known that, for property tax, the County receives 1% of the assessed value of a property. However, the County does not “keep” the full 1%. The 1%, through apportionment (AB8), is divided up to different independent and dependent special districts.

The General Fund in FY 24/25 received roughly 25% of the 1% received in property tax.

Since 2000, the County has seen a 169% increase in revenue totals.

FY		Revenue	% Change
0	$	6,828,606.74	
1	$	6,825,635.00	-0.04%
2	$	8,271,058.68	21.18%
3	$	8,096,357.40	-2.11%
4	$	9,524,891.83	17.64%
5	$	9,161,695.37	-3.81%
6	$	10,470,284.21	14.28%
7	$	11,001,312.02	5.07%
8	$	11,419,852.77	3.80%
9	$	11,689,458.98	2.36%
10	$	11,866,007.85	1.51%
11	$	11,621,464.83	-2.06%
12	$	11,325,893.75	-2.54%
13	$	11,898,802.17	5.06%
14	$	12,222,878.11	2.72%
15	$	13,014,757.76	6.48%
16	$	13,024,769.51	0.08%
17	$	12,768,286.63	-1.97%
18	$	14,760,533.96	15.60%
19	$	15,040,429.00	1.90%
20	$	15,659,229.00	4.11%
21	$	17,464,645.00	11.53%
22	$	17,589,258.00	0.71%
23	$	18,634,803.00	5.94%
24	$	18,438,335.00	-1.05%
25	$	18,363,706.00	-0.40%

Unsustainable

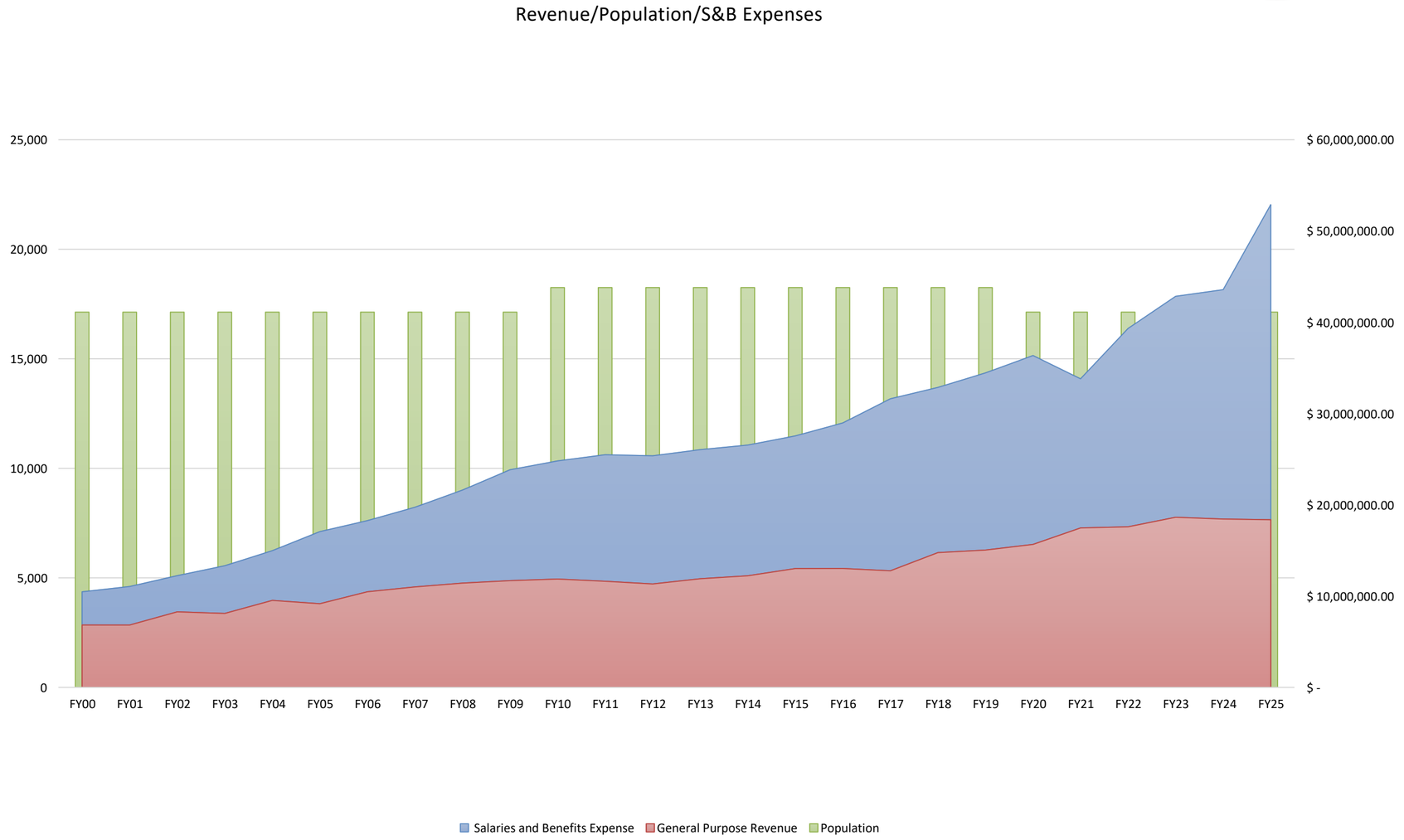
If the County lost all revenue from TOT, or no longer received grant funds, it would be crippled by employee costs alone.

It is clear that since FY00 the County has paid more in Salaries and Benefits than it brought in General Purpose Revenue. The gap between revenue and employee costs in FY25 is $34 million versus the $3 million gap in FY00.

These rising costs have compounded the issues of deferred maintenance, for example, the County Roads.

As it stands, in FY00, the Roads budget received roughly $1.4 Million. It is important to note, it cannot be determined from where those funds derived.

In FY25, the Roads budget received $425K from the general fund. All other funds were received else were.



Final Thoughts

Change is a MUST

While there is understanding that the County offers more services (including by mandate) in FY25 than they did in FY00, the County needs to evaluate what is most appropriate to continue.

Evaluating what services should and shouldn't be offered would allow the county to remove employee allocations and get it to a manageable cost level.

Having more disposable income would allow the Board more flexibility come budget season to allocate more funding for the services that, while critical, have received little funding to make a difference, such as the County Road fund.

THANK YOU

Questions?

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 9, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator: Shelline Bennett: Employee Organization Service Employees International Union (SEIU) and Mariposa County Managerial and Confidential Orginization (MCMCO)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Service Employees International Union (SEIU) and Mariposa County Managerial and Confidential Orginization (MCMCO).

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[**X**] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization: Service Employees International Union and Mariposa County Managerial and Confidential Organization
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: NONE.

[ ] 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