Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
OCTOBER 7, 2025

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

Chair Smallcombe called the meeting to order.

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received from Russell Hill/UC 4-H youth, who spoke on National 4-H week, noting the excitement, and on behalf of the 4-H program, thank you.

John Wahl/Friends of the Library commented on CA 23, noting they are doing it in honor of a past president. He then gave a synopsis of what Dennis had contributed to the County.

Mike Brusa/Resident commented on CA. 1, noting it is still on the agenda, and it has been there since 2018. He noted the government always abuses its position. He noted he has been coming off and on, and not a

single Supervisor has questioned it. He then discussed the over $30 Billion spent on homelessness, and it has worsened the situation. He then discussed governmental monopoly.

Monica Nielsen/Ag Commissioner thanked the Board for recognizing 4-H. She noted that as an alum and as a 4-H leader, she was happy to see them, and she thanked them again for their representation.

Stacey Lynch/Director of Health Services/Mental Health Director, spoke to CA. 12. She read a little blurb thanking Loretta Milne for her service.

Supervisor Poe commented on CA. 3 and CA.4, noting the potential to reduce the size of government, noting we aren't expanding.

Shannon Hansen/Public Works Director noted for Solid Waste, they had come two years ago to close transfer stations, and it was voted to keep them open. She noted they have been in continuous violation of state requirements. She further noted these two were not general fund allocations.

In response to a question from Chair Smallcombe, Director Hansen noted the Roads Superintendent was a crucial role, and the Roads Manager is currently doing it all. This individual would be looking for grants.

Supervisor Menetrey expressed his concern with CA. 7's references to the first person.

In response to a comment from Chair Smallcombe on CA. 17, Raider Fowler/Public Health Coordinator noted they are looking for ways to reduce initiation and to prevent children from starting flavored tobacco. He noted 90% of youth start with a flavored tobacco product. He noted that Senate Bill (SB) 783 made it illegal. He noted it has become hard to enforce. He then noted that Mariposa Safe Families is looking into the feasibility of a tobacco retail license.

Chair Smallcombe commented on CA. 25, reading more about the 4-H program and how important it was.

Supervisor Menetrey commented on CA. 26, thanking them for the excellent partnership.

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**

Rescind Resolution 2025-278; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective September 1, 2025

CA3. **Administration**

Approve the Addition of Two (2) Full-Time Permanent Maintenance Worker I/II Allocations within the Public Works Department Solid Waste Division, Effective Immediately

CA4. **Administration**

Approve the Addition of One (1) Full-Time Public Works Superintendent Allocation within the Public Works Department, Effective Immediately

CA5. **Administration**

Approve the Full-Time Equivalent (FTE) Increase of the County Health Officer Position from 50% to 60% in the Health and Human Services Agency, Effective Immediately

CA6. **Administration**

Approve the Reclassification of an Executive Assistant Allocation in the Probation Department to an Administrative Analyst- I/II; Effective October 1, 2025

CA7. **Administration**

Approval of Letter of Authorization for Starlink Enterprise Account Administration; Authorize the Board of Supervisors Chair to Sign the Letter; Approve an Agreement to Purchase the Services; and Authorize the Board Chair to Sign the Agreement

CA8. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in August 2025 Pursuant to the County Budget Control and Fiscal Management Policy

CA9. **Clerk of the Board**

Approve the Minutes of May 13th, June 10th, and July 8th, 2025, Board of Supervisors Meetings

CA10. **County Counsel**

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and it's Officials and Employees for a Matter Regarding David Pitts; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve and Adopt The Child Care Feasibility Study

CA12. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of Loretta Milne on the Behavioral Health Board (BHB)

CA13. **Health and Human Services Agency**

Approve a Three-Year Memorandum of Understanding (MOU) with Valley Regional Counties of Human Services Mutual Aid Plan for Disaster CalFresh to Support Human Services Agencies and their Ability to Maintain Services in Times of Disaster or Other Emergencies; and Authorize the Board of Supervisors Chair to Sign the MOU

CA14. **Health and Human Services Agency**

Approve an Interdepartmental Memorandum of Understanding (MOU) with Central Valley Regional Center (CVRC), Alliance for Community Transformations, Mariposa Safe Families, Inc. (MSF), and the Southern Sierra Miwuk Nation (SSMN) for the System of Care for Children and Youth; Authorize the Chief Probation Officer and Health and Human Services Agency (HHSA) Director to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

CA15. **Health and Human Services Agency**

Approve an Interdepartmental Memorandum of Understanding (MOU) for Fitness Instruction Services; Authorize the Health and Human Services Agency (HHSA) Director and Public Works Director to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

CA16. **Health and Human Services Agency**

Approve an Interdepartmental Memorandum of Understanding (MOU) Between the Child Abuse Prevention Council and Valley Children's Hospital to Delineate the Conditions for the Child Death Review Team (CDRT); Authorize the Health and Human Services Agency (HHSA) Director, the Sheriff, and the District Attorney (DA) to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

CA17. **Health and Human Services Agency**

Accept Grant Award from the California Tobacco Control Program in an Amount of $300,000 for Fiscal Year (FY) 2025-2026; Ratify the Health and Human Services Agency (HHSA) Signature on the Allocation Agreement; and Authorize the HHSA Director to Sign the Allocation Agreement for the Subsequent FY 2026-2027 If Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA18. **Health and Human Services Agency**

Approve an Agreement with St. Helena Hospital in an Amount Not to Exceed $200,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Health and Human Services Agency**

Approve an Agreement with the American Indian Council of Mariposa County, Inc. in an Amount Not to Exceed $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with ZND Residential Inc. in an Amount Not to Exceed $200,000 for Short Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve First Amendment to the Interdepartmental Service Agreement for Public Assistance Fraud Investigation; Authorize the Health and Human Services Agency (HHSA) Director and the District

Attorney (DA) to Sign the Amendment; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA22. **Health and Human Services Agency**

Approve First Amendment to an Agreement with Community Initiatives for Collective Impact, Increasing the Amount by $45,760, for Consulting and Evaluation Services for the Mariposa County Tobacco Education Program; Extending the Term to December 31, 2027; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Library**

Accept a Donation from the Mariposa Friends of the Library in an Amount of $18,000 for the Purchase of Workshop and Event Supplies, New Books, Movies, and Audiobooks for the Mariposa County Library; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Donation ($18,000) (4/5ths Vote Required)

CA24. **Library**

Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Grant Award from the California State Library ($5,250) (4/5ths Vote Required)

CA25. **UCCE/Farm Advisor**

Proclaim the Week of October 5th through the 11th, 2025, as "4-H Week"

CA26. **Planning**

Approve First Amendment with Sierra Foothill Conservancy, Extending the Term by One Year and Three Months, for Riparian Restoration Activities Along the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA27. **Probation**

Approve First Amendment to an Agreement with Chico State Enterprise for the Edward Byrne Juvenile Assistance Grant to Extend the Term to October 31, 2025; and Authorize the Chair to Sign the Amendment

CA28. **Air Pollution Control District (APCD)**

Appoint Mimi Carter, Doctor of Medicine (M.D.) and Health Officer, as the Air Pollution Control Officer (APCO), Effective September 2, 2025

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Jacob Hawley/Visitors Center noted after the government shutdown that the tourism bureau came up with good ideas to assist the Park. He thanked the County for the signage and noted that, to some extent, they had one of their busiest weekends of the year.

Maryanne Huff/Coulterville Visitors Center/Northern County History Center noted that the first weekend of the shutdown was busy. She noted the weather had been great and they were seeing visitors from Southern California. She noted they had enjoyed their small town. She stated they had been having car clubs come through. She noted they were thrilled and bragged about Mariposa. She noted that the Coyote Fest was amazing, and the howlers, both young and old, did an amazing job. She noted Mariposa really stepped up. She thanked the Sheriff's Office and Shannon Hansen/Public Works Director, for stepping up. She then listed other individuals who helped make the day a success.

Joe Lynch/County Administrative Officer, noted he wanted to update the Board as there had been no general impact to Mariposa County amid the shutdown. He noted benefits had been funded through October, and they have yet to feel any strain. He noted Yosemite seems to have its best days when the government is shut down. He noted that October 15th would be the first paycheck that federal government employees would miss. He noted that there would be two compelling bills that would determine whether there would be one or three more weeks of shutdown. He noted if the State of California has funded the risk to our county is low. He noted they have a great relationship with Superintendent McPadden, then joked that downtown businesses had done so well because he had taken his large family shopping.

Kari Kisela/Chamber of Commerce gave the Board a handout for the upcoming Car Show. She then noted there was an upcoming Farm and Ranch Tour, a Farm Bureau Prime Rib Dinner, and a Cruise night. She noted they hoped to see more cars than the previous year. She noted they have an entry from Canada. She noted that if people were interested in Cruise Night, they should meet at O'Reilly's. She then noted the Coyote Fest was amazing.

G. Public Comment on Non-Agenda Items

Public comment was received by Jonathan Noel/Resident who thanked Jacob and Kari for all the effort put into encouraging people to visit this county and North County. He noted that it seemed like a successful weekend. He then noted "we struggle with income. Maybe close the park or close the government."

Mike Brusa commented that Supervisor Poe had brought a report regarding the government's instability. He then discussed all the things the government has its hands in but shouldn't. He then quoted Thomas Sole.

Supervisor Menetrey noted Israel was attacked by a terrorist organization, noting some are still being held hostage by Hamas.

H. Regular Agenda Items

1. **Administration**

Approve a Three-Year Memorandum of Understanding (MOU) with the Mariposa County Managerial Organization (MCMCO), Effective November 1, 2025; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU

RESULT: WITHDRAWN

2. **Administration**

Approve a Three-Year Memorandum of Understanding (MOU) with the Service Employees' International Union (SEIU), Effective November 1, 2025; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU

Joe Lynch gave the staff report.

Public comment was received by Jonathan Noel, who discussed health insurance with the carpenters' union. He noted they tried to get them over a barrel. Noting if they can't agree, I know there aren't that many employees. He encouraged the Board to band together with outside counties to push Kiser for cheaper rates.

Mike Brusa discussed the negotiations with the school district. He noted his concerns about the use of the word 'MOU'. He noted he didn't like Franklin D. Roosevelt (FDR), but decided to quote him. He noted FDR didn't like unions; the control union has, noting it's hard for a private union to exist. He noted they persist under the same coercive monopoly as the government. He noted that all are whip-sawed.

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

3. **Administration**

Adopt the Mariposa County Artificial Intelligence (AI) Policy

Robert Stark/Administrative Analyst, gave the staff report.

Public comment was received by Ethan Smith/GIS Specialist, who had concerns with the policy as written. He noted that the language used to address and describe it seems to focus on two specific types of AI. He noted it was like the rule of 4, and to treat it like a Google search. He noted deep learning and machine learning. He then discussed how the policy is written, it only applies to the larger circles, but they are and behave differently. He noted that, with the way it is written, things would get overlooked.

Mike Brusa noted he didn't understand a lot of this "stuff." He noted his biggest concern is that new innovations can be used in a positive way, but it depends on the individuals involved. He noted AI could be a great thing, noting at some point his children would take away his car keys, but it wouldn't matter if he had a smart car to get around. He noted, though, that some will look at these as weapons and not tools. He noted that government control is only as good as the ones doing it.

Jonathan Noel noted AI is dangerous, stating it could take over the world. He noted there are a lot of things that can be interpreted incorrectly. He warned everyone to be aware and consider what is put into AI.

Board discussion ensued.

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

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

4. **Clerk of the Board**

Approve the Minutes of August 12th, 2025, Board of Supervisors Meeting

Chair Smallcombe gave the staff report. No public comment was received.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District V Supervisor Miles Menetrey

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser

ABSTAINED: District II Supervisor Poe

5. **Clerk of the Board**

Approve the Minutes of August 5th, 2025, Board of Supervisors Meeting

Chair Smallcombe gave the staff report. No public comment.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Jenni Kiser

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

ABSTAINED: District V Supervisor Menetrey

I. Board Information

Information Received.

10:58 PM Chair Smallcombe recessed the Board and noted they would return at 2:00 PM.

J. 2:00 PM Reconvene

2:00 PM Chair Smallcombe reconvened the Board meeting, noting Supervisor Kiser was excused from this afternoon's session.

1. **Planning**

PUBLIC HEARING: Waive the Second Reading and Adopt an Ordinance Titled Amending the Mariposa County Zoning Map to Change the Zoning on APN 004-010-012 from the General Forest and Mountain Home Zones to the Resort Commercial Pursuant to General Plan/Zoning Amendment Application No. Plan-DIS-2025-00023, APN 004-010-012, 7567 Hamilton Station Loop, Groveland, California 95321, Tim Miller, Applicant, Steve McCorkle, and Alexandra North, Owners

Steve Engfer gave the staff report. No public comment was received.

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

2. **Planning**

PUBLIC HEARING: Adopt a Resolution Approving Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, Timber Exclusive Zone Application PLAN-DIS-2025-00011, Parcel Merger Application PLAN-DIS-2025-00009, and Lot Line Adjustment Application PLAN-DIS-2025-00008, 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 gave a PowerPoint presentation with Sarah Williams/Former Planning Director/Extra-Help Planning Department.

Public comment was received by Kirby Mullen/Forester, who wanted to clarify the definition of stocking standards. He said it was determined by the quality of the timber on your site. He noted the quality of the timberland; he noted in this case, it was a 300-point count. He noted you count within a tenth of an acre.

In response to a question from Chair Smallcombe, Mr. Mullen noted that he works with the individual on their goals and then adds the practice's constraints and rules. He noted it's freedom with sideboards. He noted that the document they filed is a full CEQA document. He noted that he prepares the plan, which is then reviewed by the California Department of Forestry. He noted that they will pick it apart and tighten it up further. He noted that prior to harvest, Cal Fire's Forest Practice Inspector would come out along with an individual from Fish and Wildlife. He noted they tour the property and ensure compliance. He noted that if it is in compliance, the plan has a 5- to 7-year life for non-industrial use. He noted these projects have significant oversight.

Board discussion ensued.

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

3. **Planning**

PUBLIC HEARING: Waive the First Reading and Introduce an Ordinance Titled Amending the Mariposa County Zoning Map to Rezone Approximately 225.46 Acres of Land Located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ), 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

Sarah Williams gave a brief staff report. No public comment was received.

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

K. Adjournment

2:42 PM Chair Smallcombe adjourned the meeting in memory of Jo Ann Wagner, Joseph Cabezut, and Ed Vegely.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-391

MEETING: October 7, 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 2025-392

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Rescind Resolution 2025-278; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective September 1, 2025

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2025-278; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective September 1, 2025.

Confidential employees are not represented by a labor bargaining unit because of their potential access or exposure to sensitive issues and strategies related to labor negotiations. Pursuant to Resolution 16-579, confidential employees are entitled to an additional three percent (3%) special pay because they are not represented.

1. Reclassify as Confidential two (2) Deputy Clerk of the Board I/II allocations to one (1) Administrative Technician and one (1) Administrative Analyst – I/II allocation in the Clerk of the Board Department.
2. Reclassify as Confidential one (1) Administrative Analyst I/II to an Administrative Technician in the Administrative/Human Resource Office.

This action is consistent with the way the confidential designation has been applied in the County and would allow the incumbents to be appropriately compensated. These positions continue to meet the definition of a confidential employee in the Confidential Employee Resolution and should therefore be included in the Resolution. Staff recommends approval of the new Confidential Employee Resolution, updating the list of confidential classifications.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approves changes to the Confidential Resolution periodically. The following are prior confidential resolutions: July 8, 2025 Resolution 2023-278; May 16, 2023, Resolution 2023-259, September 20, 2022 - Resolution 2022-528, May 17, 2022 - Resolution 2022-297, August 6, 2019 Resolution 2019-453, and November 1, 2016 Resolution 2016-579 which authorized a three percent (3%) special pay for confidential employees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Funds for this action are already estimated as part of the reclassification costs.

ATTACHMENTS

1. Confidential Resolution 9.2025

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

MARIPOSA COUNTY RESOLUTION NO.

RESCIND RESOLUTION NO. 2025-278 RELATIVE TO DESIGNATING CERTAIN CLASSIFICATIONS AS CONFIDENTAL AND APPROVE AN AMENDMENT TO THE LIST OF CONFIDENTIAL CLASSIFICATIONS

WHEREAS, California Government Code Section 3507.5, empowers a public agency to designate Management and Confidential Employees pursuant to rules and regulations adopted therefore; and

WHEREAS, Mariposa County Resolution No. 2025-278 established rules and regulations providing for the designation of Management and Confidential Employees; and

WHEREAS, Resolution No. 2025-278 further identified certain classifications as Confidential; and

WHEREAS, the Board of Supervisors desires to rescind Resolution No. 2025-278 because the classifications designated as Confidential need amending; and

WHEREAS, the Board of Supervisors desires to amend the list of Confidential classifications as follows:

1. Reclassify as Confidential two (2) Deputy Clerk of the Board I/II allocations to one (1) Administrative Technician and one (1) Administrative Analyst – I/II allocation in the Clerk of the Board Department, and
2. Reclassify as Confidential one (1) Administrative Analyst I/II to an Administrative Technician in the Administrative/Human Resource Office.

NOW THEREFORE BE IT RESOLVED by the Mariposa County Board of Supervisors a political subdivision of the State of California, as follows:

1. Management positions shall be defined by the Memorandum of Understanding currently in effect with Mariposa County and the Mariposa County Managerial and Confidential Organization.

2. "Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures, and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining.

The following allocations are tied to the Mariposa County Managerial and Confidential Organization for benefits and salaries, and are not dues-paying members of the unit. Classifications subject to overtime compensation under the Fair Labor Standards Act are the Accountant I/II, Administrative Technician, Executive Assistant, Legal Executive Assistant, and Payroll Specialist I/II. Classifications precluded from earning overtime and thus receive Administrative Leave are the Administrative Analyst I/II and Senior Administrative Analyst. Classifications deemed professional, which do not receive overtime or administrative leave, are the Assistant Auditor and Assistant County Counsel.

a. Accountant I/II (Auditor's office — three (3) allocations)
b. Administrative Analyst I/II (Administration - special projects)
c. Administrative Analyst I/II (Human Resources- one (1) allocation)
d. Administrative Technician (Human Resources – one (1) allocation)
e. Administrative Analyst I/II (Clerk of the Board - one (1) allocation)
f. Administrative Technician (Clerk of the Board – one (1) allocation)
g. Assistant Auditor
h. Assistant County Counsel
i. Executive Assistant (County Administration)
j. Legal Executive Assistant (County Counsel's office)
k. Payroll Specialist I/II (Auditor's office — two (2) allocations)
l. Senior Administrative Analyst (Human Resources)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-393

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Addition of Two (2) Full-Time Permanent Maintenance Worker I/II Allocations within the Public Works Department Solid Waste Division, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve the Addition of Two (2) Full-Time Permanent Maintenance Worker I/II Allocations within the Public Works Department Solid Waste Division, Effective Immediately.

The addition of personnel to the Solid Waste and Recycling Division is necessary to meet increasing regulatory compliance requirements and support the planned expansion of service offerings. These additional staff resources are critical to maintaining compliance with state and federal mandates, as well as ensuring the successful implementation of new programs. It is also important to note that the Division has been unable to fill the Solid Waste and Recycling Manager position with a long-term candidate for over three years, resulting in increased strain on existing staff and reduced capacity for strategic planning and oversight. These staffing allocations will help stabilize operations and bring the Division's workforce back to levels comparable to 2019, prior to reductions that have significantly impacted its ability to meet growing demands.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Changes to the employee allocation schedule require Board approval.

Currently, the Solid Waste Division has attempted to fill the staff shortage with Maintenance Worker I/II Extra Help positions, but has received zero applicants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve this action as recommended, existing staff will be required to perform and oversee the duties to the best of their ability, and they will likely struggle to keep pace with the facility's needs.

FINANCIAL IMPACT

These positions will be funded within the Solid Waste budget using salary savings. Adequate funds are budgeted to cover the cost of these positions through FY 25/26. There will be no financial impact to the County General Fund. No budget action is required.

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 2025-394

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Addition of One (1) Full-Time Public Works Superintendent Allocation within the Public Works Department, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Addition of One (1) Full-Time Public Works Superintendent Allocation within the Public Works Department, Effective Immediately.

The Public Works Superintendent plays a critical role directing, managing, supervising and coordinating various public works operations. This position works with independence and performs tasks that are difficult and complex.

The ongoing demand for road maintenance throughout the county, coupled with the increased workload resulting from multiple local emergencies in recent years and the prolonged absence of the incumbent, has made it increasingly challenging to manage the volume of work. In the absence of a Road Superintendent, the workload has surpassed what the Roads Manager can reasonably oversee alone.

In the short term, establishing a second allocation will provide critical support to the Roads Manager in meeting project deadlines and fulfilling operational obligations. Over the long term, this addition will enhance Public Works' overall capacity, allowing the department to take on a greater number of projects and deliver them with improved efficiency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Changes to the employee allocation schedule require Board approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve this action as recommended, existing staff will be required to perform and oversee the duties to the best of their ability, and they will likely struggle to keep pace with our County's road needs.

FINANCIAL IMPACT

Existing vacancies will allow for the additional position without requiring a budget action.

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 2025-395

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Full-Time Equivalent (FTE) Increase of the County Health Officer Position from 50% to 60% in the Health and Human Services Agency, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Full-Time Equivalent (FTE) Increase of the County Health Officer Position from 50% to 60% in the Health and Human Services Agency, Effective Immediately.

The Public Health Branch of Health & Human Services Agency is requesting this FTE increase because the County Health Officer will be assuming the role and responsibilities of the Air Pollution Controller Officer, and will oversee the expansion of various Public Health programming. These additional duties will require the County Health Officer to work up to 24 hours a week (or an additional 4 hours/week), which is equivalent to a 60% FTE.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per current policy, the Board of Supervisors reviews all personnel additions or changes to allocated positions. The Board of Supervisor's approval is also needed because the County Health Officer receives policy direction from the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the increased FTE for the County Health Officer, there may be a negative impact on the CHO's ability to fully support the demands of Public Health programming.

FINANCIAL IMPACT

If approved, an FTE increase from 50% to 60% would increase the CHO's salary by $18,525 annually. There is sufficient grant funding available to cover this increase. There is no impact to the General Fund.

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 2025-396

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Reclassification of an Executive Assistant Allocation in the Probation Department to an Administrative Analyst- I/II; Effective October 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve the Reclassification of an Executive Assistant Allocation in the Probation Department to an Administrative Analyst- I/II; Effective October 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. As a result of considering the information presented in the Position Description Questionnaire, follow-up questions, and analysis of relevant classifications, it was determined that the current classification is not appropriate for the incumbent's duties and responsibilities (the full analysis is attached to this agenda item). The following is the current position allocation and the allocation after reclassification with salary ranges.

- Executive Assistant ($63,096.80 to $76,697.92) to Administrative Analyst ($67,830.88 to $92,651.52)

The financial impact of the recommended reclassification for the remainder of this fiscal year (FY 25/26), which includes benefits and payroll taxes, is approximately $8,800. Attached is the redacted position description questionnaire and the recommendation letter showing the analysis of the position's current duties and the determination of the most appropriate classification.

The incumbent is qualified for the reclassification recommendation based on a full analysis of the incumbent's past and current employment history and education.

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. EA_Probation_Reclass_Documents_09232025

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: Ryan Oliphant, Chief Probation Officer, [redacted] Executive Assistant.
FROM: Chris Ferbrache, Senior Administrative Analyst, Human Resources
DATE: September 15, 2025
SUBJECT: Executive Assistant Reclassification Analysis Request in Probation Department

Introduction

This report aims to assess whether the responsibilities, functions, and duties of an incumbent Executive Assistant ("EA") align with the established classification. Information was obtained from a Position Description Questionnaire ("PDQ") from the Probation Department outlining the demands upon the incumbent, [redacted] In addition, follow-up questions and all relevant classifications were reviewed to reach a determination.

The EA is the highest level administrative support classification in the clerical occupational group. The classification performs a variety of duties which are moderately technical, clerical, and may supervise as assigned. The EA classification is often considered the department head's confidential secretary or office manager.

Analysis

From the information provided, the incumbent spends approximately 20% of the time on moderate to complex budgeting work across individual funds, departments, and grants. Another 20% includes administrative tasks of moderate to complex, grant invoicing, and gathering data for the production of statistical reports. Processing accounts payable and receivable, handling journals, managing payroll, and dealing with expenses take up another 20% of the time. Other duties include following Probation-related legislation, developing internal procedures, preparing/managing grants, and procuring office supplies. Follow-up questions were asked to fill in the required details as they relate to the final decision.

Although duties, such as grant work, are not absent from the EA classification, it's clear that the intended level of involvement and responsibility at this level of this clerical group is support-driven as opposed to the incumbent's level of involvement and administrative responsibility described below:

> Pertaining to budgeting, the incumbent creates and manages 15 program budgets for the department, tracks their progress, makes modifications, and forecasts for the next FY cycle. Pertaining to grant work, the incumbent oversees grant purchases, receipts, payments, expenditures, submissions, and reporting, including extracting and collecting data. The incumbent is also responsible for the invoicing of court-ordered fines and fees, including those related to victim restitution. (Summarized from the responses to additional questions attached.)

Consequently of the incumbent's level of grant work and associated responsibilities from such work make up a greater portion than originally intended, as grant work is mentioned as an aside or incidental duty, suggesting a more analytical classification may be a more appropriate selection.

Comparisons

The first classification considered for comparison is the Administrative Analyst – I/II ("AA"), which consists of two levels, the journey (I) and the advanced journey (II).

> *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 the design and implementation of systems, procedures, and programs. (Distinguishing Characteristics of the Administrative Analyst I/II).*

After a full review of the Administrative Analyst – I/II ("AA") classification as well as information from the PDQ, and accompanying responses to follow-up questions, it's clear that the technical/analytical/financial requirements of the EA align closely with the analytical aspects of the AA classification. Not only are the incumbents' duties a better fit than the EA, but the AA is a more appropriate match regarding the authority related to these duties. To ensure the appropriate classification is selected, the AA must compare with the next higher analyst, the Senior Administrative Analyst ("SAA"), to ensure the correct analyst is selected.

> *Administrative Analyst I/II is distinguished from the 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 an 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. (An excerpt from the Administrative Analyst – I/II classification providing distinguishing characteristics between an Administrative Analyst – II vs. a Senior Administrative Analyst).*

Bearing in mind the text above, in addition to a full review of the SAA classification compared to the PDQ information, the AA is the best fit for the incumbent's duties.

Therefore, the recommendation of this analysis consists of reclassifying [redacted] classification/allocation from Executive Assistant to Administrative Analysis – I/II and changing [redacted] compensation from Executive Assistant, Step 5 at $76,697.92, to Administrative Analyst - II Step 3 at $84,034.08, annually. *(The incumbent's education and experience in the role since 2014 support the second level of the Administrative Analyst -I/II.)*

Sincerely,

chris ferbrache

Chris Ferbrache
Senior Administrative Analyst, Human Resources

Enclosed:

- Administrative Analyst Classification
- Executive Assistant Classification

- Follow-up Questions and Responses
- Position Description Questionnaire
- Senior Administrative Analyst Classification

MARIPOSA COUNTY
POSITION DESCRIPTION
QUESTIONNAIRE

For Filled Positions Only

Name: [redacted]	**Work Phone Number:** [redacted]
Current Classification Title: Executive Assistant	**Department:** Probation **Division:**
Position Number: GR266	**Work Address:** 5091 Bullion Street, Mariposa, CA 95338
Hours/Week or Percentage of Time: 40	**Supervisor's Name and Title:** Ryan Oliphant, Chief Probation Officer
Regular Days of Week Worked: M-F	**Regular Start and End Times of Work Day:** 8AM- 5PM

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.

My role is the Office Manager for the probation department and Executive Assistant to the Chief Probation Officer. I am primarily responsible for overseeing the department's high-level fiscal operations, including budget management, grants administration, project coordination, purchasing, payroll, and the compilation of data for statistical analysis and reporting. This information is used to support decision-making and to fulfill reporting requirements. Additionally, I am responsible for the selection, supervision, training, discipline, and performance evaluation of assigned staff.

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

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	Complex budgeting; Budgeting as individual funds, the department and for all Probation grants	20%	3
2.2	High Level Administrative work; Grant Invoicing and reporting, collections reports and statistical data to California Chief Probation Officers	20%	3
2.3	Maintain accurate records, operations and assignments for the Revenue and Recovery Department within Probation and the custodian of department financial records	10%	3
2.4	Accounts Payable, Accounts Receivable, Journals, Payroll, Employee travel claims, Expense reports, Petty Cash, Client Incentives, and monthly Cash statements	20%	3
2.5	Provide direct and indirect supervision: Write, Review and Implement procedures for the Front Desk Staff	10%	3
2.6	Purchasing, inventorying, and maintaining all office equipment and supplies along with preparing contracts/agreements with service providers including preparing board action items when necessary.	5%	2
2.7	Provide professional support and assistance to help meet the mission of Probation	5%	2
2.8	Review pending and adopted legislation for state and local as it relates to Probation and fines/fees that we collect.	5%	3
2.9	Human Resources- Custodian of records for employee files and background files, proctoring the state tests for Deputy Probation Officers, planning oral boards for hiring staff and all employee change of status forms.	5%	3

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	Community Event Coordinator	Monthly	Varies by event
3.2	Emergency/Safety Drills Team	Quarterly	
3.3	OES Documents	Varies	
3.4	Onboarding of new employees	As needed	

3.5	Grant Management	Quarterly	
3.6	Member and Committee member/lead for Probation Business Managers Association	Varies	
3.7	Oracle Lead for Probation	Varies	

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

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)
Procedures for Probation Support Staff	[redacted]
Budgets	**Ryan Oliphant**
Grant budgeting, invoicing and reporting	**BSCC & Mariposa Superior Court**
Annual State Report- CRT	**Judicial Council**

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
Auditor's Office	**Payables, Receivables, Budgets, Payroll**	**Daily, Weekly**
Mariposa Superior Court	**Information sharing, memos, Fines/fees and reporting**	**Varies**
HHSA	**Title IV-E Reporting and Budget Transfers**	
Mariposa County Treasurer's Office	**Deposits**	**Weekly**
Public Works	**Budget transfers and Fleet**	
Mariposa OES	**Documents Staff for Natural Disasters and Training Other Probation staff on the documents**	

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
BSCC	**Grant Budgeting and Invoicing**	**Quarterly**
Alliance for Community Transformation	**Contracts for Services**	
Probation Business Managers Association	**Networking, Workshops, Meetings and Conferences**	
Variety of Vendors	**Contracts for Services, Purchasing**	

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.

I issue warnings to clients who have not paid on their fines/fees ordered by court.

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

After 90 days, I submit them to Franchise Tax Board for assistance in finding and/or collecting the debit from the client.

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:

I analyze, forecast, review, prepare, monitor, write adjustments, ordering supplies, and participate in budget meetings/hearings.

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?

Ryan Oliphant	**Chief Probation Officer**
Name	Title
Name	Title

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

The Chief Probation Officer reviews and approves reports and assignments.

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: 2 and indirectly: _____

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
[redacted]	Senior Office Assistant	☒	☐
[redacted]	Accounting Technician II	☒	☐
		☐	☐
		☐	☐
		☐	☐

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 projects**	☐	☐	☐	☒	Employee
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
Other	☐	☐	☐	☐	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:

I have helped in developing our procedures for the front desk and the revenue and recovery division at Probation. We are currently in the process of reviewing and updating them again. There will be more changes in FY 25/26 due to phasing out AS400/Jalan and moving financials to our case management system.

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.

We follow the state legislation and judicial council when entering and distributing fines/fees. Example: Victim Restitution gets paid first followed by state restitution and so on.

Responsible for operating within the scope of grant financial guidelines and assisting others to work within the scope of those guidelines.

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

a. Approve or resolve on your own:

Helping clients understand the fines/fees part of their Probation, how invoices are expended, training the Accounting Technician II, balancing petty cash, and assisting officers in understanding fund balances, budgets, travel claims and ordering procedures.

b. Refer upward to your supervisor or manager:

Any decisions/problems that I refer up to supervisor are county/department safety and liability issues, major employee discipline matters and media/press related matters.

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:

Accounting Principles, time management, budgeting, grant reporting, experience with office management, supervising employees, experience with hiring procedures and progressive discipline.

b. Ability to:

Problem Solve, Leadership and coordination, communication, Project/Grant management, data management, adaptability, strategic thinking, empathy, attention to detail, organized and high level financial/accounting knowledge.

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?)

I have 30+ years of management and the majority of that time was with a business/accounting emphasis. I have supervised from 2-40 employees and managed several different types of businesses. I have a bachelor's degree in hospitality with a business minor and have always been a numbers person and detail oriented.

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)? C _____

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

License or Certificate	Required by:	
	Law	Employer
Credentialed California County Senior Executive	☐	☒
	☐	☐
	☐	☐

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

Employee	Title

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)	☐	☐	☐	☐
Other (please specify)	☐	☐	☐	☐

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.

I work at a level where I correspond, coordinate and respond with supervisors and department leads. I am responsible for all things numbers at the Probation department which means from the changing of the locks/door codes or purchasing of office supplies to the $8.5M in budgets I have had a part of it. I am also willing to help wherever I am needed and have enjoyed the process of being a part of high-level planning and design of a new probation building. There have been 1 to 2 meetings per month for the past 1.5 years plus on-site visits to other probation department buildings, coordination with county partners, etc.

[redacted] [redacted]

Incumbent's Signature | Date | Work Phone #

[redacted] Executive Assistant

Name (Please print) | Title

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

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.

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

   Yes.

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

   At least three years.

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

   A reclassification for this position would be consistent with recent county practice for positions that manage budgets at a high level.

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

   Not at this time.

R.D.O. 6-11-25 (209) 966-3612

Supervisor's Signature | Date | Work Phone #

Ryan Oliphant | Chief

Name (Please print) | Title

DEPARTMENT HEAD REVIEW

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

Yes.

R D [signature]	6-11-25	(209) 966-3612
Department Head's Signature	Date	Work Phone #
Ryan Oliphant		Chief
Name (Please print)		Title

Yellow is for Grant-related.

- **Page 1, Grant Administration? Please explain this in more detail. Do you originate grants?**

  I am the financial officer overseeing the receipts and payments of grant monies. I am responsible for setting up the budgets attached to the grants both when applying and implementing them. My responsibilities include establishing and maintaining proper accounting records and ensuring the appropriate expenditures of grant funds. In addition, for our Pre-Trial grant through the court, I am the person invoicing them on grant expenditures. When grants require reporting/progress reports then I am the one responsible for the approval of the financial part of the report.

- **Page 2, Grant related complex budgeting? (Please explain)**

  For one of the grants there are other departments involved, and I need to calculate and budget the years of the grant accordingly and then once reimbursed I need to transfer payments to other departments.

- **Page 2, Grant Invoicing and reporting? (What is involved in this aspect?)**

  1. Invoicing:
     a. Grant through Court for Pre-Trial: I am responsible for creating an invoice based on quarterly expenditures within the grant and then providing invoice to court in a timely manner.
     b. Other grants (Examples: Mobile Services Grant & Drug Task Force): I due purchasing if it is a part of the grant, process the invoices, provide information to day-to- day grant employee on all expenditures for the reporting period and then I am the approver for reported numbers to the grant providers. I audit to be sure that all expenditures are reported accurately.
     c. Standards of Training Grant: Process the invoices for all training and report the expenditures by category to the state each FY.

  2. Reporting:
     a. Approver of invoices submitted in grants
     b. Provide Financial information to person doing the narrative reporting.

- **Page 3, Grant Management? (This is general, what is involved in managing the grants? Do you decide to commit resources among one or more alternatives in regards to grants?)**

  The other side to the grant management is being on the grant team and being a part of the planning, budgeting, forecasting, invoicing, reporting, and when necessary, the modifications. Other duties are to attend team meetings, zoom calls and participate in the auditing/evaluation meetings with the grant providers.

Big Picture Question I am trying to learn more about: See all responses above

- Please explain a little more about what you do in your duties within this area of grant administration, invoicing, and management, as it relates to the 20% figure.

Aqua is for Budget management and fiscal-related duties.

- **Page 1, High-level fiscal operations, including budget management? (Please explain what high level means? Also what tools do you use? Are the actions repetitive?**

  High- Level meaning no matter at what level it applies to Probation if it has to do with a number (time, expenditure, purchase, reporting, stat, etc.) I have a pulse on it. There is not another employee in our department that does that. I use tools when I can, there are several spreadsheets, plus I have learned how to use pivot tables over the last year. The data is sometimes able to be pulled from Oracle and used, especially with the pivot tables. I do have some actions that are repetitive but the way it is reported or to who makes almost all reporting different. I have a few actions that are done monthly, some quarterly and then of course there are annual ones as well.

- **Page 2, Complex budgeting; Budgeting as individual funds, [for] the department? (Please explain)**

  Complex budgeting means not only am I doing individual program budgets and grant budgets but also have 15 different fund budgets for the department and need to be tracking the progress throughout the year and be able to make modifications, when necessary, plus adjust for the next FY and/or cycle.

- **Page 2, Review pending and adopted legislation for state and local as it relates to Probation and fines/fees that we collect? (Please explain)**

  With the revenue and recovery division a part of Probation we are responsible for invoicing and collections of fines/fees ordered by the court to those placed on formal probation and/or ordered to pay victim restitution. As a part of that, I am reviewing legislation to make changes to any fines/fees/regulations that may change how that invoicing and collections is affected.

- **Page 3, Grant Budgeting, Invoicing and Reporting for the BSCC & Mariposa Superior Court? (On page 4 it says there are Quarterly Grant Budgeting and Invoicing. How much time does that take? Is it repetitive?)**

  This reporting is repetitive in the sense that it is due quarterly and annually, but it is ever changing depending on the grant, the reporting format, the reporting requirements and the funding. There is also the challenge of mid-year or mid-term allocation changes that may happen. I have never tracked time spent on this so my estimate is about 5-6 hours per week.

- **Page 4, After 90 days, I submit them to the franchise Tax Board. (Please explain)**

  I supervise the revenue and recovery division of Probation and as stated above we are responsible for the invoicing and collecting of all fines ordered for formal probation clients plus victim restitution for all cases. When those clients become delinquent and are 90 days past due, we (myself and revenue and recovery staff) submit their account(s) to the franchise tax board for collections. Some are also submitted to the tax intercept program.

- **Page 4, Participate in budget meetings/hearings? (Please explain what is entailed with this. What is your role in these meetings?)**

  Prior to meetings/hearings I have created spreadsheets, meet with Chief of Probation and executive team, entered budgets in Oracle, and have reviewed statistical data. During the meeting I am there to assist the Chief and answer any questions that may arise from the Board of Supervisors.

  Big picture question I am trying to learn more about:

  - Please explain a little more about what you do in your duties within this area as they relate to the 20% figure. (If by the time you get to this question, just mention see above.) See all responses above

Purple is for Statistical analysis and analytical duties.

- Page 1, Compilation of data for Statistical analysis and reporting? (What tools are you using? What is involved in this?)

  I am using reports from our case management system, AS400 (Jalan),and Oracle, then creating spreadsheets and pivot tables. I am taking all information and compiling it so that it may be submitted in whatever format it is requested in.

- Page 2, Collections report and statistical data to California Chief probation office? (What is the process for this?)

  1. Collection Reporting Template: It is an annual report that Probation does with the court to submit to the Judicial Council for the FY. This report is divided into two sections current and delinquent. There is a page of statistical data and then a page that shows beginning balance, changes and ending balances. It has columns that show adjustments, write-offs, deaths, and payments to name a few.
  2. Chief Probation Officers of California: They have several reports they ask for, they are financials and statistics on different programs, legislation and/or funds from state/federal sources. There are a couple yearly ones and then every other year we do a salary survey and the opposite years we do a funding survey.

  Regarding this area, my big question is the degree of analysis; therefore, I have the following questions:

  - **What tools do you use for analysis?** Varies depending on what the person/agency is requesting. I use information I can pull from our case management system, AS400, previous reports, Oracle information and then I create spreadsheets and pivot tables if possible.
  - **Are any tools specialized?** The transferring by upload to FTB and our case management system
  - **Do you have to seek data for your analysis, or is data produced from another system as an exported file or summary? (Where does the day come from?)**

    See Answer above. I also will use other departments (example- payroll) when I need information that I do not have access to. When I do the salary survey, they ask lots of questions on retirement plans with the county and I do not have access to all that information.

EXECUTIVE ASSISTANT

DEFINITION

To perform a variety of specialized and technical duties using highly responsible, independent decision making and good judgment in assisting with the planning, organizing, and coordinating of the day-to-day activities and operations of an assigned department and to represent the department at the department head's direction at county government related activities. To serve as the department's office manager and as the department head's confidential secretary; to assist the department with highly responsible and complex administrative, personnel, and budgetary support; to perform a variety of routine-to-moderately complex technical duties of the department, and oversee routine assignments. To ensure effective and efficient daily operations and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERISTICS

Executive Assistant is the highest level administrative support classification in the County in the clerical occupational group. The class reports directly to a department head or higher position and is expected to become knowledgeable of and perform some of the moderately complex department-specific technical functions. Some department's main administrative support positions perform the more routine work of the department and would be more properly classified as a lower level administrative support class such as Senior Administrative Assistant. The department-specific technical work of the Executive Assistant, on the other hand, entails the more complex and highly responsible work at a higher difficulty level.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from a department head or higher.

Some positions may be assigned either direct or indirect supervisory responsibility over lower level staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Provides highly responsible administrative, department-specific technical and clerical support to a department head and other professional staff and serves as the primary contact person for the office in the absence or unavailability of the department head.

Reviews contracts, agreements, correspondence, grants, interdepartmental agreements, and other documents/special projects.

Conducts research, provides supporting data for Board and other reports, and locates applicable ordinances, resolutions, regulations, statutes, relevant case citations, and other required information and data.

Collects and maintains statistical data and prepares and submits statistical reports.

Plans, organizes, and supervises daily activities in the department head's office. Handles the department head's daily calendar, schedules appearances, appointments, meetings, and acts as the liaison with the department and other departments/agencies.

Understands and complies with all laws, rules, and policies related to the specific department assignment.

Reviews all department purchase orders and contracts for services and supplies for conformance with adopted policies before the department head's review/approval.

Handles recruitment activities, either on a County-wide basis or for a department's internal hiring processes including posting of vacancies, coordinating internal and external interview panels, and coordinating the final hiring processes such as, but not limited to, reference checks, medical exams, and fingerprinting,

Serves as a liaison to county departments and state offices that deal with each specific department assignment. Coordinates and monitors assigned multi-departmental operations, assisting department personnel to ensure compliance with policies, procedures, and regulations.

Prepares ordinances and resolutions for the assigned department for review by the department head.

If assigned supervisory responsibility, selects, assigns, trains, evaluates, and disciplines staff. If not assigned specific and/or direct supervisory responsibility, may participate in the selection and training of other staff as needed.

Assists with the departmental budget preparation and may be responsible for administration of departmental budget; prepares billing statements and reimbursement claims for goods and services provided; maintains account balances; prepares payroll and salary actions; processes accounts payable and receivable.

Manage the revenue recovery program, if assigned; keeps track of revenues; bills other departments, special districts, courts, etc.

Recommends and assists in the implementation of goals and objectives; implements policies and procedures of the assigned department.

Performs general and confidential secretarial and administrative duties as needed, including but not limited to composing and preparing correspondence and reports, maintaining lists and logs, maintaining computer databases and files, conducting studies, researching and compiling information and data, maintaining files, etc.

Composes, types, edits, processes, copies, files and/or transmits various documents including but not limited to correspondence, reports, rosters, memos, agenda items, resolutions, ordinances, contracts, etc.

Receives and responds to inquiries, correspondence and requests for assistance from citizens, department heads, and various agencies.

If assigned, review Coroner reports for accuracy and completion; files and follows up on all Coroner cases; competes and processes death/amendment certificates.

Process and issue a variety of permits.

Manage personnel files in a highly confidential manner.

Assists in confidential investigations and negotiations exercising discretion, tact, and good judgment in dealing with witnesses, other agencies and departments of federal, state, and county government.

If assigned, serves as the department's information systems manager/coordinator.

If assigned, serves as the recruiter or recruitment coordinator.

Oversees the preparation, maintenance, retention, and proper disposal of department records.

If assigned, handles public and media inquiries.

May perform Notary Public duties.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

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

County and department organization, policies, and procedures.

Basic recruitment and hiring practices and procedures.

Basic principles and methods of administration, fiscal, and information technology management.

Principles and practices of staff supervision, training, and performance evaluations.

Research and writing methods; must have a working knowledge of or demonstrated ability to learn the requirements of public meeting law.

Letter writing, basic report procedures, and office practices and procedures.

Methods of filing and indexing documents; principles and procedures of record keeping.

Modern office practices and technology, including filing systems, receptionist/telephone techniques, business letter and report writing, and the use of computers for word and data base and case management.

Basic accounting and bookkeeping practices.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Public/client relations techniques.

Ability to:
Understand, interpret, and apply pertinent rules and regulations, policies and procedures within guidelines established by the department head.

Handle recruitment and selection processes.

Use initiative and sound, independent judgment within established guidelines.

Organize and set priorities for a variety of time sensitive projects and multiple tasks in an efficient and effective manner.

Provide training and supervision as assigned.

Establish and maintain cooperative working relationship with those contacted in course of work.

If assigned, notarize documents for County departments.

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

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

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

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.

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

If assigned, processes state and local criminal history requests.

Research, write, and assist in administering grants.

Work with sensitive, confidential, and privileged topics.

Use computers and other electronic devices effectively.

Expertly use the most common office software, records management, and database software; learn and implement new departmental and county/state-wide systems.

Type dictation or perform speed note taking 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

Experience:

Six years of increasingly responsible secretarial/administrative experience, three years of which must be at an executive secretarial level preparing a variety of complex documents with exposure to budgeting and personnel administration.

Education:

A High School diploma or equivalent.

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.

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)

SENIOR ADMINISTRATIVE ANALYST

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, 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, interpretation, and development of options, making recommendations, and reporting data dealing with complex problems, and includes those programs that deal with financial analysis 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

Senior Administrative Analyst is the expert level in the series that is responsible for those highly technical assignments requiring focused experience in a specialized subject area, rather than general municipal administration and analytical support. Incumbents in these positions are assigned significant responsibilities at the expert level that require, depending upon the area assigned, highly specialized knowledge, skills, experience, and the ability to exercise independent judgment in the performance of their duties. This classification is distinguished from Administrative Analyst II in that it performs higher-level, complex administrative and analytical work with a very high degree of independence and responsibility and/or typically supervises more than three lower level employees.

The evaluation of the most difficult and complex duties is directly related to department size and complexity. The most complex and larger departments are characterized by:

- A separate administrative division of several staff members engaged in technical accounting, personnel, contract management, customer service, and/or clerical/ administrative support.

- A complex budget involving numerous contract, revenue, and expenditure accounts; and separate budget funding such as enterprise funds, capital improvement funds, and federal and state fiscal interfaces, which require both County and non-County budget and fiscal work.

- Interaction with other major governmental or private entities that is frequent and ongoing, and directly impacts the County.

- An exception to the larger/more complex department criteria is for when the work of a smaller department's Analyst is complex/difficult and has significant County-wide implications.

On the other hand, less complex, smaller departments where the Senior level is not appropriately allocated are characterized by:

- An administrative unit of fewer positions with three or less direct reports.
- A budget involving fewer contract, revenue and expenditure accounts, and which requires little if any non-County budget and fiscal work.
- Interaction with other governmental or private entities is limited and impacts only the department or has only limited County-wide impact.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the appropriate department head and/or deputy director.

May exercise supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include, but are not limited to, the following:

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 pending and adopted legislation at the federal, state, and local levels.

Represents the department in management, fiscal, program, and personnel matters to the Board of Supervisors, County Administrator's Office, Human Resources, and other departments, agencies, boards, commissions, and offices.

Represents the department on committees and task forces for the development, scheduling, implementation, and monitoring of programs and projects that impact several or all County divisions/departments, and/or that require coordination between the County and other public and private entities.

Implements and administers various programs and projects for upper management and handles specialized projects that include economic development support, human resources, financial analysis and budget development/monitoring, grant writing and grants and contracts management/administration, housing, records management, strategic communications and public relations, etc.; provides input and feedback on programs.

Leads the development of new techniques, programs, strategic plans, and policies that support affordable and fair housing goals.

Prepares, directs, and participates in the preparation of the department's annual budget, including analysis and estimates of expenditures; analysis and projections of revenue; review of intra-department requests and sub-budgets; recommendations on allocations of funds and personnel; review and consultation with department management staff; review with the County Administrator's staff; final budget preparation; and presentation to the Board of Supervisors.

Analyzes and evaluates requests from department personnel for changes in budget allocations throughout the fiscal year in such areas as staffing levels, facilities, systems, and equipment; coordinates and consults with other department personnel and other departments; makes recommendations; and obtains final approval for changes.

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.

Selects, supervises, trains, disciplines, and evaluates assigned staff.

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

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

Interprets, explains, and often develops County policies and standards for management, employees, members of the public, and/or the business community.

Oversees and participates in financial analysis and budget development; performs a wide variety of accountable, professional, administrative staff assignments; will administer 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 funds analysis and financial forecasts, and organizes and prepares Board reports.

Coordinates, monitors and directs the acquisition, allocation, and use of equipment, supplies, telecommunication systems, office and facility space, records storage and retrieval systems, and forms; conducts research and develops procedures to improve efficiency and cost-effectiveness; and monitors expenditures.

Directs the work activities of subordinates; 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.

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 act as the Public Information Officer in the Emergency Operations Center during disasters.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Advanced principles and practices of public administration.

Supervisory principles and practices.

Advanced 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.

Legislative processes of the local, state, and federal governments.

Applicable federal, State, and local laws, codes, regulations, and departmental programs and policies regulating affordable housing development projects.

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

Advanced principles and practices of public personnel administration.

Principles and procedures of recordkeeping and records management.

Advanced principles and practices of program development and administration.

Contract negotiation, preparation and monitoring.

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

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

Methods and techniques involved in conducting analytical studies of administrative and management practices, methods, and procedures.

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

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

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

Interpret and apply complex administrative and departmental policies and procedures.

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

Work independently in the absence of supervision.

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

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

Write logical, comprehensive, concise reports and correspondence.

Prepare effective presentations of conclusions and recommendations.

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

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

Communicate clearly and concisely, both orally and in writing.

Use social media effectively.
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.

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, and 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:

1. Two years of full-time experience as an Administrative Analyst II with Mariposa County;
   – OR –
2. Six 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** 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.

(**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'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: 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 2025-397

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approval of Letter of Authorization for Starlink Enterprise Account Administration; Authorize the Board of Supervisors Chair to Sign the Letter; Approve an Agreement to Purchase the Services; and Authorize the Board Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approval of Letter of Authorization for Starlink Enterprise Account Administration; Authorize the Board of Supervisors Chair to Sign the Letter; Approve an Agreement to Purchase the Services; and Authorize the Board Chair to Sign the Agreement.

An Enterprise account ensures reliable satellite internet service across departments, allows each division to manage its own costs, and provides stronger service guarantees. This will improve connectivity for remote and field operations, strengthen resiliency during emergencies, and simplify purchasing and support through the County's existing vendor relationship.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first request for Board approval of a Letter of Authorization for Starlink Enterprise services. A Letter of Authorization is required by Starlink in order for CDW, the County's contracted reseller, to administer the account and purchase services on behalf of Mariposa County. While the County has previously approved vendor agreements for technology services, this is the first time such authorization is needed to establish and manage Starlink Enterprise accounts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve this Letter of Authorization, the County will be unable to establish a Starlink Enterprise account through CDW. Departments would be limited to individual accounts, resulting in higher costs, reduced service guarantees, and no centralized management. This would make it more difficult to provide reliable connectivity for remote and field operations, especially during emergencies.

FINANCIAL IMPACT

Approval of this Letter of Authorization has no direct financial impact.

ATTACHMENTS

1. Approval of Letter of Authorization for Starlink Enterprise Account Administration PACKET

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

LETTER OF AUTHORIZATION

9/3/2025
Mariposa County
ACC-DF-8762097-30789-14

To Starlink:

I, having the authority to sign on behalf of Mariposa County, hereby authorize CDW to act as the administrator of my Starlink account to purchase Starlink Services from and engage with Starlink ("Account Administrator"). This authorization only applies to Services and/or Kits purchased by CDW on my behalf.

This authorization is valid until revoked by me. I understand that I may revoke this authorization at any time and that my Account Administrator will assist and comply with this process.

Additionally, by signing this Letter of Authorization and submitting my order for Starlink Services, I acknowledge that Mariposa County is agreeing to Starlink's Terms of Service found here: https://www.starlink.com/public-files/Channel-Provider-End-User-Terms-(8.18.25).pdf.

If you should have any questions or need additional information regarding this authorization, please do not hesitate to contact me.

Sincerely,

Mariposa County

_____

Rosemarie Smallcombe
Board Chair
rsmallcombe@mariposacounty.org
209-966-3222

Your order for two-way satellite-based internet service ("Services") and a Starlink antenna, Wi-Fi router and mount ("Starlink Kit" or "Kit") is subject to the terms ("Terms") of this Starlink agreement for the United States and its territories. These Terms, those terms incorporated by reference, and the details you agree to in your order ("Order") form the entire agreement ("Agreement") between you ("customer" or "user") and Space Exploration Technologies Corp. (known as "Starlink" in these Terms).

1. **Agreement to Purchase the Services.**

    1. **No Resale or Unauthorized Agency**. You may not resell access to the Services to others as a stand-alone, integrated or value-added service under this Agreement (whether acting as an agent, introducer or in any other capacity). A violation of this Section may result in Service termination.

    2. **Payments for Services**. You authorize Starlink to charge your approved payment method for –

        a) **Service Fee**. Payment terms for the Services will be as described in the Starlink Enterprise Service Plans and/or applicable Order; and

        b) **Terminal Access Fee**. You will be charged a fee to access the Starlink network ("Terminal Access Fee") as described in the Order.

    3. **SLA**. Services will be provided in accordance with the Priority Plans Service Level Agreement ("**SLA**"). Data Pool Plans are not eligible for the SLA.

    4. **Taxes, Fees, Surcharges**. In addition to charges for the Services, we may collect or request reimbursement for taxes and other fees and surcharges required by law, including, without limitation, value added, goods and services, consumption, sales, use, gross receipts, excise, and access. You are also responsible for any additional government fees, rights of way charges, license or permit fees, and any other duties, charges or surcharges imposed on the sale or use of the Services.

    5. **Bills, Payment Disputes & Suspended Services**. Bills are provided to customers on a monthly basis. Disputes on your Starlink bill should be handled via your account. In the event of a billing dispute, you must pay all undisputed amounts in a timely manner. If the payment dispute is resolved against you, or if you simply fail to pay for Services on time, you must pay the amounts due or your Services will be suspended until the overdue amounts are paid.

    6. **Software Updates and License Terms**. Software copies and updates installed on the Starlink Kit are not sold, only licensed to you personally (on a non-exclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to Software License and Usage Terms, and restrictions that Starlink posts on the Starlink Customer Portal. Starlink reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Services, and the software, and grants no license, except as expressly granted in this Agreement.

    7. **Service Activation**. Services may not be available in all locations and are contingent upon factors such as network availability and regulatory approvals. Reseller will do a

Service availability check and then assign one of the Eligible Service Plans described in the Order to each Starlink Kit using the Starlink Customer Portal.

2. Starlink Kit Installation.

1. **Kit Install Guidelines.** You are responsible for the installation of the Starlink Kit in a location that has a clear field of view of the sky, per the Starlink App and the Install Guide available in the Starlink Customer Portal. You shall not modify the Starlink Kit in a manner (including cosmetic/paint changes) that contradicts the Install Guide or would otherwise alter the transmission characteristics of the equipment, including placing the antenna under a cover/radome, unless approved by Starlink. At Starlink's sole discretion, if we determine that your installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment Limited Warranty may be voided. Should use of the Services require any construction or alteration to your property, Starlink is not obliged to reimburse any expenses or restore your property to the same physical state as prior to delivery of Services. If you require a permanent roof or vehicle mount installation, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to your roof, vehicle, vessel for penetration of the membrane. Follow the Install Guide. **If you cannot safely install the Starlink Kit, do not install it and seek professional assistance**.

2. **Kit Install Authorizations**. It is your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district or association rules, covenants, conditions, restrictions, lease obligations and landlord/owner approvals and requirements for the installation of the Starlink Kit, to pay any associated fees or other charges, and to obtain any permits and other authorizations necessary for the Services and the installation of the Starlink Kit.

3. **IN-MOTION USE PROHIBITED FOR UNDESIGNATED KITS, COUNTRIES AND USES**. YOU ARE PROHIBITED FROM INSTALLING OR USING A KIT ON A MOVING VEHICLE OR VESSEL UNLESS STARLINK HAS DESIGNATED YOUR SPECIFIC KIT MODEL AND/OR MOUNT FOR IN-MOTION USE AND HAS OBTAINED ALL REQUIRED IN-MOTION APPROVALS IN THE COUNTRY OF USE. NOTWITHSTANDING THE FOREGOING, USE OR INSTALLATION OF A KIT ON AN AIRCRAFT OF ANY KIND IS PROHIBITED IN ALL CASES WITHOUT STARLINK'S PRIOR WRITTEN CONSENT (WHICH WOULD INCLUDE SIGNING NEW OR ADDITIONAL TERMS AND CONDITIONS WITH STARLINK). SERVICES IN-MOTION ON AN AIRCRAFT, VEHICLE OR VESSEL (e.g., CARS, VANS, RVs, BOATS) VIA AN UNAUTHORIZED KIT OR COUNTRY IS PROHIBITED, WILL VOID THE LIMITED WARRANTY OF YOUR KIT, AND MAY BE GROUNDS FOR TERMINATION OF YOUR AGREEMENT WITH STARLINK PER SECTION 4.4 OF THESE TERMS. Visit Starlink FAQs for a description of the Starlink Kit models designated for in-motion use.

4. **Kit Installation on Moving Vehicles**. For Kits and mounts designated for in-motion use, you agree and are responsible for taking proper precautions for ensuring that the equipment mount is installed on a structurally sound, horizontal surface. You acknowledge that equipment falling into the road or off a vessel due to poor installation

practices can cause serious accidents resulting in bodily injury. You shall not mount a Starlink Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the Install Guide and used with the proper mount designed for in-motion use. If no in-motion specific mount is available from Starlink, you are responsible for ensuring the Starlink Kit is installed properly and safely.

3. **Service Plans.** For a description of your Service Plan, please review the Service Plan Descriptions. The Service Plan Descriptions are incorporated herein by reference and form a part of this Agreement.

4. **Changes, Cancellation, Returns, Transfers and Termination.**

    1. **Changes by Starlink**. Starlink may change or discontinue Service Plans, prices, these Terms, Kit versions, and the Starlink Specifications from time to time. Starlink will provide you with notice before materially adverse changes come into effect. Starlink will provide your account with an email notice summarizing the changes and your right to cancel this Agreement. Subject to your options and conditions under Sections 4.2 (Service Cancellation) and 4.3 (Kit Return and Full Refund) by continuing to use the Services you agree to any changes.

    2. **Service Cancellation**. You can stop the recurring monthly payment, cancel Services and withdraw at any time via your Starlink account. To avoid being billed for the following month of Services you must cancel Services prior to your invoice statement being generated.

    3. **Kit Return and Service Full**. You have the right to inspect and return to Starlink any Kits and Accessories (a) that are shipped in error or in non-conformance with Starlink specifications or the applicable Order; (b) are damaged or defective prior to delivery, but only if Starlink is notified of such damage or defect within five (5) days of delivery; or (c) that are unopened, unused, and undamaged and are returned within 30 days of delivery. To return the Starlink Kit or any accessories, follow instructions in the Return Policy in the Starlink Customer Portal. If Starlink terminates your Agreement for its convenience, then you will be entitled to a refund on any unused Prepaid Data Blocks at the time of termination if such Prepaid Data Blocks were issued within 24 months of the termination date. If you terminate your Agreement with Starlink for your convenience, you are entitled to a 50% refund of any unused Prepaid Data Blocks at the time of termination.

    4. **Termination by Starlink**. Starlink may, at any time, without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Services for: (a) a violation of these Terms, including the Starlink Acceptable Use Policy; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware; (d) a failure to obtain or maintain the necessary governmental authorizations required to bring Services; (e) your participation in fraudulent or illegal activities; (f) your withdrawal of consent to allow Starlink to use your personal data to comply with applicable laws as

described in the Starlink Privacy Policy; (g) your failure to pay any fees owed for Services if you have not cured such non-payment within 24 days from the date of your invoice; or (h) its convenience after proper notice.

5. Limited Warranty, Disclaimers, Remedies, and Liabilities.

1. **Limited Warranty**. Starlink will use reasonable efforts to ensure that the Starlink Kit, at the time of delivery, substantially meets the standards set forth in the Limited Warranty. If the Starlink Kit fails to meet the limited warranty standard set forth in the Limited Warranty, the Customer may send a detailed, written warranty claim to Starlink pursuant to the instructions set forth in the Limited Warranty within either (a)(i) 36 months from the date of original purchase for the Performance Kit (Gen 3) or (ii) 24 months from the date of the original purchase for all other Kit types, or (b) 12 months from initial Activation of the Kit, whichever is later (noting that ALL warranties in this Section expire within 48 and 36 months of Kit purchase, respectively) and Starlink will cure the discrepancy within 30 days of receiving the claim. This includes at Starlink's choice, replacing or repairing the Starlink Kit with a new, different or refurbished device or part. This replaced device will be covered by the limited warranty for the greater of 3 months or the remainder of the original warranty period.

2. **DISCLAIMERS**. EXCEPT AS SET FORTH IN SECTION 5.1 (LIMITED WARRANTY), STARLINK PROVIDES THE STARLINK KIT AND SERVICES "AS IS," WITHOUT ANY EXPRESS WARRANTY, CONDITION OR REPRESENTATION. STARLINK DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

3. **LIMITATIONS OF LIABILITY**. STARLINK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES OR DAMAGES RESULTING FROM THE KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. STARLINK'S LIABILITY UNDER THESE TERMS FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO STARLINK UNDER THESE TERMS OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, SERVICES OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER STARLINK WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND REGARDLESS OF WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.

4. **ASSUMPTION OF RISK**. YOU AGREE THAT YOUR USE OF THE SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.

6. Compliance.

1. **General**. Customer agrees to comply with all laws and regulations applicable or related to the performance of obligations under this Agreement.

2. **Privacy**. Starlink processes personal information as described in its Starlink Privacy Policy, as amended from time to time.

3. **Acceptable Use Policy**. You agree not to use, or permit others to use, the Services in ways that (a) violate any applicable law or applicable regulation, (b) violate the Starlink Acceptable Use Policy, or other policies available on the Starlink Customer Portal, (c) infringe the rights of others, or (d) interfere with the users, Services, or Starlink Kit of the Starlink network or other networks. You are responsible for complying with the terms for any third-party services (e.g., video streaming or gaming apps) that you subscribe to using Starlink Services.

4. **International Trade Laws**. You must comply with all applicable export control, economic sanctions, customs/import, anti-money laundering, and anti-corruption laws and regulations (collectively, "International Trade Laws"). You acknowledge that you are only authorized to access Services at the location identified on your Order or otherwise authorized by Starlink, and you will not divert the Starlink Kit or Services to any other locations, or to users or for uses that are prohibited under International Trade Laws.

5. **Modifications to Starlink Products & Export Controls**. Starlink Kits and Services are commercial communication products. Off-the-shelf, Starlink can provide communication capabilities to a variety of end-users, such as consumers, schools, businesses and other commercial entities, hospitals, humanitarian organizations, non-governmental and governmental organizations in support of critical infrastructure and other services, including during times of crisis. However, Starlink is not designed or intended for use with or in offensive or defensive weaponry or other comparable end-uses. Custom modifications of the Starlink Kits or Services for military end-uses or military end-users may transform the items into products controlled under U.S. export control laws, specifically the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130) or the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774) requiring authorizations from the United States government for the export, support, or use outside the United States. Starlink aftersales support to customers is limited exclusively to standard commercial service support. At its sole discretion, Starlink may refuse to provide technical support to any modified Starlink products and is grounds for termination of this Agreement.

6. **Security Measures**. You acknowledge that Starlink administers and enforces cybersecurity policies and procedures to identify and respond to incidents involving

Starlink data, mitigate the effects of any such incidents, document their outcomes, and notify appropriate stakeholders (including authorities and affected data subjects, as appropriate).

7. **Indemnification.** You agree to compensate and hold harmless Starlink against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to these Terms, any and all uses of your account, and your use of the Starlink Kit and Services. This includes, without limitation: (a) responsibility for all such consequences resulting from actions by you or any user of your account in violation of these Terms, the Acceptable Use Policy, or any law or regulation; (b) negligent, reckless or intentionally wrongful act by you or any user of your account; and (c) any breach by you of any of the covenants contained in these Terms.

8. **No Unauthorized Transfers and Assignments.** You may not assign, sell, or transfer this Agreement, software installed on the Starlink Kit, or access to Services without Starlink's consent. Unauthorized transfers or assignments will be null and void. Starlink may terminate this Agreement for cause if you attempt to transfer Services or this Agreement. If your Starlink Kit is stolen, destroyed or otherwise removed from your premises without your authorization, you must provide notice via the Starlink Customer Portal immediately, or else you may be liable for payment for unauthorized use of the Services. You are liable for any charges or fees incurred by the use of the Services and Starlink Kit by anyone else. Starlink can assign its rights and obligations under these Terms, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion, and Services may be provided by one or more legally authorized Starlink affiliates.

9. **Governing Law.** For Services provided to, on, or in orbit around the planet Earth or the Moon, this Agreement and any disputes between us arising out of or related to this Agreement, including disputes regarding arbitrability ("Disputes") will be governed by and construed in accordance with the laws of the State of Texas in the United States.

10. **Agreement to Arbitrate.**

    1. **Please carefully read Section 10 (Agreement to Arbitrate), which applies to any Disputes between you and Starlink**.

    2. **Under these Terms, you and Starlink each waive any and all rights to have a court or jury hear or decide any Disputes. Rather, Disputes will be settled by a single arbitrator in a binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the United States Commercial Arbitration Rules of the AAA. To learn more about the rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.**

    3. **Notice of Dispute**. If you have a Dispute, before initiating arbitration, you must send a written notice to legalnotices@spacex.com describing your issue and your desired resolution. If your Dispute has not been resolved within 60 days of submitting a notice, you may initiate arbitration as described above.

4. **Arbitration Costs and Fees**. If you commence an arbitration against Starlink pursuant to this binding arbitration clause, Starlink will pay the arbitration fees and expenses imposed by the AAA directly. However, if the arbitrator finds your claim is frivolous or brought for an improper purpose, then Starlink may seek reimbursement of any or all fees and expenses paid to AAA for the arbitration.

5. **PROHIBITION ON CLASS ARBITRATION**. YOU AND STARLINK AGREE THAT NO DISPUTE OR CLAIM MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ACTION OR CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR ARBITRATION, REGARDLESS OF WHETHER THE APPLICABLE ARBITRATION RULES WOULD OTHERWISE PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, YOU AND STARLINK MAY ONLY PURSUE A CLAIM AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON, AND NO OTHER PERSON MAY PURSUE A CLAIM ON BEHALF OF YOU OR STARLINK AGAINST THE OTHER. AN ARBITRATOR MAY ENTER AN AWARD ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

11. General Provisions.

1. **Customer Support**. Customer support is available for the Services and the Kit on the Starlink Customer Portal and https://support.starlink.com/ for customers who have signed into the Starlink Customer Portal. You acknowledge and agree that Customer support provided over the phone may be recorded for training and quality purposes.

2. **Severability**. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

3. **Eligibility**. You or your representative, as applicable, must be at least 18 years old (or the legal age of majority in your jurisdiction of residence) to enroll in Services.

4. **Records**. You should keep copies of these Terms and any sales receipt or other materials relevant to your purchase of the Starlink Kit and Services for your records. Starlink reserves the right to substitute, change, cancel, or add to any part of these Terms at any time upon notice to you and your continued use of the Services constitutes agreement to the updated Terms. Starlink will notify you prior to materially changing its Terms. Visit the Starlink Customer Portal for the most current Terms.

5. **Electronic Delivery Policy, Customer Consent, and Notices**. You consent to receive all agreements, updates, disclosures, policies, notices, and other information (collectively, "Notices") provided by Starlink or its affiliates via paper and/or electronic delivery at Starlink's sole discretion. Starlink may deliver or display Notices to you by email or pop-up window, or by posting a message on the Services or the Starlink Customer Portal. You may receive periodic texts, emails, or other communications from Starlink, such as notices regarding expiration of your account and changes to these Terms.

6. **No Waiver**. No waiver by Starlink of any breach of these Terms will be a waiver of any preceding or succeeding breach. No waiver by Starlink of any right under these Terms will be construed as a waiver of any other right. Starlink will not be required to give notice to enforce strict adherence of these Terms. A waiver must be provided in writing by an authorized representative of Starlink to be effective.

ACCEPTABLE USE POLICY

ENGLISH

This Acceptable Use Policy ("AUP") describes the acceptable use by you of SpaceX's two-way satellite-based Starlink internet service ("Services") and the related equipment ("Starlink Kit"). The AUP is a material part of your Services agreement with SpaceX ("Service Terms"). The AUP allows SpaceX to provide its customers with the best Services possible while also complying with the laws and regulations governing use of the internet. **BY USING THE SERVICES YOU AGREE TO BE BOUND BY AND COMPLY WITH THE AUP**.

AUP VIOLATION EXAMPLES. The following are examples of conduct which may lead to the suspension or termination of your Services: (1) accessing without permission or right the accounts or computer systems of others, spoofing the URL, DNS or IP addresses of SpaceX or any other entity, penetrating the security measures of SpaceX or any other person's computer system, or attempting any of the foregoing: (2) transmitting uninvited communications, data or information, or engaging in other similar activities, including without limitation, "spamming", "flaming", and denial of service attacks; (3) intercepting, interfering with, or redirecting email or other transmissions sent by or to others; (4) introducing viruses, worms, harmful code, or Trojan horses on the Internet; (5) engaging in conduct that is defamatory, fraudulent, obscene, or deceptive; (6) violating SpaceX's or any third party's copyright, trademark, proprietary, or other intellectual property rights; (7) engaging in any conduct harmful to the Starlink network, the Internet generally, or other Internet users; (8) using the Services or Starlink Kit to violate any SpaceX rule, policy, or guideline, including failure to comply with all Notice to Mariners (NOTMAR), and to stay clear of the designated hazard areas related to SpaceX rocket launches; (9) using the Services or Starlink Kit in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel, or racist in nature, or which espouses, promotes, or incites bigotry, hatred, or racism; or (10) downloading or using the Services in or Starlink Kit in violation of other International Trade Controls described in the Service Terms.

THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT. SpaceX respects the intellectual property rights of third parties. You may not store any material or use the Services or the Starlink Kit in any manner that constitutes an infringement of third party intellectual property rights, including, for example, under copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act, it is SpaceX's policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, SpaceX expressly reserves the right to suspend, terminate, or take other interim action regarding the Services if, in its sole judgment, SpaceX believes that circumstances relating to an infringement of third party intellectual property rights warrant such action.

EXCESSIVE USE OF NETWORK RESOURCES. SpaceX reserves the right to engage in reasonable network management to protect the overall network, including analyzing traffic patterns to optimize services and preventing the distribution of viruses or other malicious code. SpaceX reserves the right to immediately restrict, suspend, or terminate Services without notice in order to protect the network or minimize congestion caused by unauthorized use.

AUP ENFORCEMENT AND NOTICE. Failure to observe the restrictions and guidelines associated with this AUP may result in SpaceX taking actions that may range from a warning to a suspension or termination of Services. SpaceX reserves the right to act immediately and without notice to restrict, suspend or terminate Services, if it determines that your conduct may: (1) expose SpaceX to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of SpaceX's Services or any network(s) with which SpaceX is interconnected; (3) interfere with another SpaceX customer's use of the Services; (4) violate any applicable law, rule, or regulation, including, but not limited to, copyright or any other intellectual property infringement; or (5) otherwise present an imminent risk of harm to SpaceX or its customers. In the event of the termination of Services by reason of the violation of this AUP, all applicable Starlink Kit charges will apply. Except as expressly provided herein, the rights and remedies of SpaceX are cumulative and not exclusive of any rights or remedies that SpaceX may otherwise have at law or in equity.

REVISIONS AND RESERVATION OF RIGHTS. SpaceX reserves all rights, including the right to revise, amend or modify this AUP and any other SpaceX policy at any time, in accordance with the Service Terms. Such changes will become effective on the date SpaceX sends them to you or posts them to the Starlink Customer Portal. Your continued use of the Services will constitute your acceptance of any such changes to the AUP or other SpaceX policy. If you do not wish to continue Services after a change, you may terminate Services via the Starlink Customer Portal at any time, in accordance with the Service Terms.

PRIVACY POLICY

ENGLISH

Last updated May 1, 2023

We don't knowingly sell your personal information, but we still have to tell you what we collect from you and how we use it. We may update this policy from time to time. Your continued use of this site indicates your agreement to the updated terms. If you use the Starlink services through your organization's subscription, please ask your organization's administrator for information about how we process your personal information.

1. WHAT PERSONAL INFORMATION DO WE COLLECT?

Depending on how you interact with our website, we may collect the following personal information about you, which we have grouped together as follows:

▶ **Click here to learn more.**

2. HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

We may collect your personal information from the following sources:

▶ **Click here to learn more.**

3. HOW AND WHY DO WE USE PERSONAL INFORMATION?

To the extent permitted by applicable law, we may use your personal information:

▶ **Click here to learn more.**

4. WITH WHOM DO WE SHARE PERSONAL INFORMATION?

We may share your personal information with the following categories of people:

▶ **Click here to learn more.**

5. HOW DO WE PROTECT PERSONAL INFORMATION?

We implement technological, physical and administrative procedures to protect your personal information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the personal information. We encrypt information sent via the Starlink services to and from your Starlink equipment.

Although we endeavour to keep information secure, we cannot guarantee that our security measures will prevent every unauthorized attempt to access, use or disclose personal information. We maintain procedures to deal with any suspected breach of personal information, and we will notify you and any applicable regulator of a breach where we are legally required to do so.

6. YOUR PRIVACY RIGHTS

You may have legal rights to access, update, or erase certain personal information that we have about you, or restrict or object to how we use it. If you have such rights and you make a legitimate request, we will do what you request. To exercise these rights, please contact us using the details in the "Contact Us" section below. For your security, we may need to request specific information from you to help us make sure the request is coming from you and not someone who has no right to receive it. For more information regarding rights that may be applicable to you, please review your country-specific policy:

- If you are a resident of a US state that affords you certain rights with regard to your personal information, our *US State Privacy Notice* also applies to you. Please note that the US State Privacy Notice only applies in those states that have a comprehensive privacy law, such as California, Colorado, Virginia, Connecticut, and Utah.
- If you are located in the **European Economic Area**, **the United Kingdom**, or **Switzerland** (collectively "EEA+"), our *EEA+ Privacy Notice* also applies to you.
- If you are located in **Mexico**, our *Mexico Privacy Notice* applies to you.
- If you are located in **Brazil**, our *LGPD Privacy Notice* also applies to you.

To opt-out of marketing communications please email us at *privacy@spacex.com* or by following the instructions included in the email or text correspondence. Please note that, even if you unsubscribe from certain correspondence, we may still need to contact you with important transactional or administrative information, as permitted by law. Additionally, if you withdraw your consent or object to processing, or if you choose not to provide certain personal information, we may be unable to provide some or all of our services to you.

7. CHILDREN'S PRIVACY

We do not knowingly collect or solicit any personal information from children under the age of 16. In the event that we learn that we have collected personal information from a child, we will promptly take steps to delete that information. If you are a parent or legal guardian and think your child has given us their personal information, you can email us at *privacy@spacex.com* or contact us using the information listed in the "Contact Us" section below.

8. DATA RETENTION

We will retain your personal information for as long as necessary to fulfill the purposes for which it has been collected or any longer retention period required by law. Starlink account information is generally retained for the life of the account + 2 years, unless a longer retention period is required by law.

9. THIRD-PARTY WEBSITES

We are not responsible for the practices employed by any websites or services linked to or from our website, including the information or content contained within them. We encourage you to investigate and ask questions before disclosing personal information to third parties, since any personal information disclosed will be subject to the applicable third party's privacy policy.

STARLINK ENTERPRISE PLAN DESCRIPTIONS

ENGLISH

These Service Plan descriptions apply to Starlink customers with an Enterprise account. If you do not have an Enterprise account, the Service Plan descriptions below do not apply to you.

The below Service Plan descriptions form a part of your Agreement between you and Starlink. The Service Plans described below may not be available to you. Availability of Service Plans is subject to change and is dependent on many factors, including network availability and regulatory approvals.

1. ENTERPRISE SERVICE PLANS

1.1 **Priority Data**. Priority Data is designed for high-bandwidth land- and ocean-use and can be used in motion. Stated speeds and uninterrupted use of the Priority Service Plans are not guaranteed and may vary by geographical area. See the Starlink Specifications for details on the typical performance. Priority Data is given network precedence over Residential and Roam data, meaning users will experience faster and more consistent download and upload speeds during times of network congestion.

a) **Types of Priority Data**.

- **Local**. For inland coverage (including lakes and rivers) only; not for global or ocean use. Services to be used locally in-country only. In-motion use up to 550 mph. Prices for data purchased under a Local Plan will vary based on location.
- **Global**. For global and ocean coverage. In-motion use up to 550 mph. Prices for data purchased under a Global Plan will not vary and will be consistent around the world. Global Priority Data allows for up to 2 Starlink Kits per service line.
- **Global High Throughput**. Enables higher throughput capacity, reduced packet loss, and lower latency per terminal than plans with Global or Local data. For use on land and ocean in uncongested Approved Coverage Areas only, subject to Starlink's approval. "Approved Coverage Area" means any geographic area marked "Available" (inclusive of approved territorial waters) on the Starlink Availability Map, as well as international waters globally. Approved Coverage Areas are subject to change at any time without notice. In-motion use up to 550 mph. Does not support use of PNI or Layer 2 VPN. Plans with Global High Throughput data allow for up to 20 Starlink Kits per service line (unless otherwise approved by Starlink); provided, however, that multiple Kits assigned to a single service line must be co-located within a single cell and used in/on a single location, vessel, or building. Failure to adhere to these restrictions may result in termination of Services.

1.2 **Types of Priority Service Plans**.

a) **Priority Data Plans**. You may purchase fixed units of Priority data for a service line each month as described in the Order ("Data Blocks"). If you manually add one or more Data Block(s) partway through the monthly billing cycle, the change will not take effect and you will not be charged for such Data Block(s), until the next monthly billing cycle begins. If you consume the Data Block(s) for a given month and are opted -in for Priority Top-Up Data, you will automatically be assigned Priority Top-Up Data to cover the remaining data consumed by you on that service line that month. Unused Priority data in a Data Block does not rollover to the next monthly billing cycle. Each active service line must have at least one Data Block assigned to it per month. With Starlink's consent and as network constraints allow, you may activate a service line partway through the monthly billing cycle, in which case you will be billed on the next monthly billing invoice for all applicable costs associated with such service line (including reasonably pro-rated charges for the Data Block and the Terminal Access Fee). For prepaid Priority plans, activation of new service line(s) will increase the rate at which Prepaid Data Blocks are consumed. Priority Data Plans are eligible for the *Priority Plan Service Level Agreement*.

- **Data Blocks**. You will pay for the Data Block(s), including applicable taxes, as set forth in the Order and Starlink will apply the number of purchased Data Block(s) to your applicable service line(s) each month. Starlink will charge the price(s) in the signed Order. Pricing for previous Data Block(s) reflected in the signed Order may not be applicable to purchases of future Data Block(s), which will be based on prevailing prices at the time of purchase.
- **Prepaid Data Blocks**. You may pay upfront in bulk for Data Blocks ("Prepaid Data Blocks"). Starlink will apply reservations to your account for Prepaid Data Blocks ("Prepaid Data Block Reservations"), as agreed to by the Parties and described in the Order. For example, if you purchase 24 Prepaid Data Blocks for a service line and the service line is configured to use 2 Data Blocks on a monthly recurring basis, you will be assigned 2 Prepaid Data Block Reservations for use each month. Starlink will apply available Prepaid Data Block Reservations to invoices before charging for additional Data Blocks. Prepaid Data Block Reservations are non-transferable and expire 24 months after the date of issuance, unless otherwise specified in the Order. In the event of termination in accordance with your Agreement with Starlink, unused Prepaid Data Block Reservations are refundable for up to 24 months after the date of issuance.
- **Additional Data**. Priority Top-Up Data charges will be reflected on the invoice for the following monthly billing cycle, including applicable taxes. Unused Top-Up Data does not rollover to the next monthly billing cycle. Unused Top-Up Data will not be refunded or credited. You understand and agree that End-Users will not have access to the Starlink App or a Starlink account; if applicable, Top-Up Data and Data Blocks must be purchased or opted-into by you.
- **Top-Up Data Opt-In**. You initially will be automatically opted-in to purchasing Priority Top-Up Data. If you are opted in and exhaust the Data Block(s) purchased for a given monthly billing cycle, (a) you will automatically be assigned and charged for a fixed amount of "top-up" Priority data per service line ("Priority Top-Up Data") and (b) once the initial Priority Top-Up Data is exhausted, additional Priority Top-Up Data will be automatically assigned.
- **Top-Up Data Opt-Out**. If you elect to opt-out of purchasing Priority Top-Up Data and also do not elect to manually purchase additional Priority Top-Up Data once the Data Block is exhausted, end-users will experience substantially slower speeds and reduced performance, as specified in the Order and Fair Use Policy, for the remainder of the month.

SOFTWARE LICENSE & USAGE TERMS

ENGLISH

SpaceX and Starlink reserves all intellectual property rights in its Services and Starlink Kit, including, but not limited to, any firmware or software embedded in the equipment ("Starlink Kit") or used to provide the Services ("Software"). Starlink grants to you a non-exclusive, non-transferable license to use the Software in object code form only (without making any modification thereto) ("License"), solely in connection with the use of the Starlink Kit in connection with the Services and subject to the conditions and limitations of this License. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

Certain components of such Software ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses. *See License Notices*. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components instead of the terms of this License. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this License with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to third party Open Source Components require SpaceX to make an offer to provide source code or related information in connection with the Open Source Components, such offer is hereby made. You may request access to the code for our Open Source Components through your Starlink account.

COUNTY OF MARIPOSA

_____

Rosemarie Smallcombe,
Chair Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

_____

Kevin Briggs,
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in August 2025 Pursuant to the County Budget Control and Fiscal Management Policy

---

RECOMMENDATION AND JUSTIFICATION

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in August 2025 Pursuant to the County Budget Control and Fiscal Management Policy.

The CAO, with the concurrence of the County Auditor, has processed requests for various shifts within departments' budgeted funds in August of 2025. This item is to inform the Board of the recent Budget Actions as required by the County Budget Control and Fiscal Management Policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County Budget Control and Fiscal Management Policy authorizes the CAO to transfer up to $50,000 between objects or categories within the same budget with the concurrence of the County Auditor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This item is for Board information only.

FINANCIAL IMPACT

None. All changes made are within the existing budget.

ATTACHMENTS

1. **Log BAF - CAO-Auditor-signed August 2025**
2. **FY2025_End_of_the_year_Budget_Action__7_Alcohol_and_Drug_fund_1001-403_$50,000.xlsx - Copy**
3. **FY2025_End_of_the_year_Budget_Action__8_Alcohol_and_Drug_fund_1001-403_$49,000.xlsx - Copy**
4. **FY_2425_IAP_EOY_Budget_Action.xlsx - Copy**

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

Budget Action Form Log - DocuSigned August 2025 - CAO/Auditor

Item	File Name	Fund	Dept	Account	FY	Description on BAF	Increase	Decrease	Initiator	Date Routed	Date Complete	Copy in BAF Folder
1	FY2025_End_of_the_year_Budget_Action__7_Alcohol_and_Drug_fund _1001-403_$50,000	1001	403	51111	25	Regular salary and wages		50,000	R. Ridenhour	8/6/2025	8/7/2025	✓
		1001	403	60519		Client - Contracted Program Costs	50,000					
2	FY2025_End_of_the_year_Budget_Action__8_Alcohol_and_Drug_fund _1001-403_$49,000	1001	403	51111	25	Regular salary and wages		49,000	R. Ridenhour	8/11/2025	8/12/2025	✓
		1001	403	60519		Client - Contracted Program Costs	49,000					
3	FY_2425_IAP_EOY_Budget Action	3468	401	51111	25	IAP/Salaries	1,042		D. Robarge	8/21/2025	8/22/2025	✓
		3468	401	60201		IAP/Misc. Expense		1,042				
	totals						100,042	100,042				

Docusign Envelope ID: 7A16C6FC-6227-4395-B759-D7D02D25CC25

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	403	51111		Regular salary and wages		50,000
1001	403	60519		Client - Contracted Program Costs	50,000	
	FY2025 End of the year Budget Action #7 Alcohol and Drug fund 1001-403					
				TOTALS	50,000	50,000

ACTION REQUESTED:

(X) 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

( ) 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: (X) FY24-25 ( ) FY25-26

DEPARTMENT HEAD SIGNATURE DocuSigned by: Kristina Kelley EF2F2BFCD1BA4C6... DATE 8/6/2025 | 12:40 PM PDT

AUDITOR SIGNATURE DocuSigned by: Luis M. Mercado F25C500CC0A3412... DATE 8/7/2025 | 9:18 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C700F0DDEF94BE... DATE 8/7/2025 | 9:35 AM PDT

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

Initial LS

Docusign Envelope ID: 77DA4083-71E9-4104-A8C1-15891EA37658

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	403	51111		Regular salary and wages		49,000
1001	403	60519		Client - Contracted Program Costs	49,000	
	FY2025 End of the year Budget Action #8 Alcohol and Drug fund 1001-403					
				TOTALS	49,000	49,000

ACTION REQUESTED:

(X) 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

( ) 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: (X) FY24-25 ( ) FY25-26

DEPARTMENT HEAD SIGNATURE DocuSigned by: Kristina Kelseley EF2F2BFCD1BA4C0... DATE 8/11/2025 | 11:37 AM PDT

AUDITOR SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A3412... DATE 8/11/2025 | 4:52 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 8/12/2025 | 7:54 AM PDT

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

Initial LS

Docusign Envelope ID: FCDC0EB0-53C7-4356-AC64-6310A4E3CE24

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
3468	401	51111		IAP/Salaries	1,042	
3468	401	60201		IAP/Misc. Expense		1,042
				TOTALS	1,042	1,042

ACTION REQUESTED:

(X) 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

( ) 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: (X) FY24-25 ( ) FY25-26

DEPARTMENT HEAD SIGNATURE DocuSigned by: Kristina Kelley EF2F2BFCD1BA4C6... DATE 8/20/2025 | 5:13 PM PDT

AUDITOR SIGNATURE DocuSigned by: Rina M. Mercado F25C566CC0A8412... DATE 8/21/2025 | 11:22 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C700F0DDEF94BE... DATE 8/21/2025 | 3:56 PM PDT

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

Initial LS DS LW

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Approve the Minutes of May 13th, June 10th, and July 8th, 2025, Board of Supervisors Meetings

---

RECOMMENDATION AND JUSTIFICATION

Approve the Minutes of May 13th, June 10th, and July 8th, 2025, Board of Supervisors Meetings.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves its final minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; minutes will remain in draft status until approved by the Board or classified as a technical approval.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CA051325-DRAFT-FINAL**
2. **CA061025-DRAFT**
3. **CA070825-DRAFT**

VOTE RESULT

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

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
MAY 13, 2025

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

Chair Smallcombe called the meeting to order.

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received by Johnathan Noel/Resident, who spoke on CA. 2, questioning why the 4/5th vote items were placed on the consent agenda.

In response to Mr. Noel's question, Chair Smallcombe noted that items requiring a 4/5ths vote tended to be routine, and transferring funds from one department to another would not require discussion. She described the indigent defense costs and how they had been higher than expected. She noted how much she appreciated Mariposa Safe Families for being able to continue their work with less funding.

DRAFT

Kristina Keheley/Health and Human Services Director, in response to Supervisor Smallcombe's question on CA.8, noted the funding for the contract was both substance abuse prevention treatment dollars and substance-use block grant dollars, and added that the substance-use block grant dollars had been cut. She noted this cut was at the federal level.

Jeremy Briese/Sheriff, in response to Supervisor Poe's question regarding CA.11, noted that the process for a non-profit to receive a donated vehicle from the County would start with conversations and interactions with the various service groups. He noted he had become aware of the program through the Probation Department when they worked with Mariposa Safe Families to repurpose a surplus van. He noted he worked with many different groups in the area, but one that was near and dear to his heart was the Southern Sierra Miwuk Nation. He noted the progress they had made over the last 40 years in pushing towards Federal recognition. He recognized the work they have done in our community and how far they have come as a valued community partner, especially in the area of fire prevention. Sheriff Briese added they were performing the steward work for the culture. Sheriff Briese noted that he spoke with Public Works and worked with them to move forward in obtaining the vehicle the organization needed to continue its work around the County.

Supervisor Poe noted the great job being done and how it was a travesty that the local Miwok Tribe was not nationally recognized. He noted he had looked into the reasoning a couple of years ago and mentioned the work Supervisor Menetrey had done to aid in the process.

Joe Lynch/County Administrative Officer, noted that there were typically 15–25 vehicles auctioned off each year. If a nonprofit was in need of a vehicle, they could reach out to him or public works to begin the process.

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 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($50,000) (4/5ths Vote Required)

CA3. **Administration**

Approve Two (2) Re-classifications in the Sheriff's Department of an Office Assistant Allocation to Senior Office Assistant and an Executive Assistant Allocation to an Administrative Analyst I/II, Effective May 1, 2025

CA4. **Clerk of the Board**

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

CA5. **Clerk of the Board**

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

CA6. **Clerk of the Board**

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

CA7. **Clerk of the Board**

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

CA8. **Health and Human Services Agency**

Approve First Amendment with Mariposa Safe Families, Inc. Decreasing the Amount by $50,000, for a New Amount Not to Exceed $257,820; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Health and Human Services Agency**

Approve the First Amendment to the Memorandum of Understanding (MOU) with Kaiser Foundation Health Plan, Inc., for Medi-Cal Managed Care; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Health and Human Services Agency**

Approve an Agreement with Stericycle, Inc. to Provide Hazardous Drug Disposal Service; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Sheriff's Office**

Approve the Donation of Two (2) Surplus Mariposa County Fleet Vehicles, No Longer in Service, from the Sheriff's Office to the Southern Sierra Miwuk Nation's Meh-Su Tribal Stewardship Crew, in Support of their Fire and Fuel Reduction Program

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

DRAFT

Kari Kisela/Visitor Center/Chamber of Commerce noted that Where the Wild Things Play was taking Fall enrollments for children six weeks old to five years old. She noted the winners of the Butterfly Parade, and other events that would be held throughout the month.

Kristina Keheley announced they had been awarded $2.9 million for the North County Campus and had hit the ground running on the project. She noted that they anticipated the campus should be open by December 2026, mentioning it would be for Behavioral Health purposes specifically, but hoped it would ultimately become a mini Health and Human Services Agency (HHSA) for that part of the County.

Peter Halajian/ David Tangipa Field Representative noted he would be in Mariposa at the Chamber of Commerce building that day to answer questions and assist local residents with State Agency issues and concerns.

Jacob Hawley/Visitor Center updated the Board on visitation and noted the visitor center was down 2,000 people from this time last year. He noted they were taking a hit and hoped it would turn around. Mr. Hawley noted the survey results of those who entered the Visitor Center and mentioned he would send the latest data to the Board members. He noted the maps they provided were a great help to those who have issues with cell service in the area. He noted that Glacier Point Road was open, and they hoped to hear that Tioga Road would open soon as well.

G. Public Comment on Non-Agenda Items

No public comment was received.

H. Regular Agenda Items

1. **Board of Supervisors**

Receive a Presentation from the Northern County History Museum

Lynn Breshears/Northern Mariposa County History Center (NMCHC) President, and Erica Wolfsen/ NMCHC Vice-President, gave a PowerPoint presentation. No public comment was received.

Supervisor Poe noted it was one of his favorite places in North County, and Ms. Wolfsen was an incredible artist. He noted that the Coulterville area was rich in history, and the museum had a remarkable assortment of artifacts from all over the world, each of which had been very well-preserved. Supervisor Poe mentioned the hard work and success put into the annual Coyote Fest event in the Coulterville area. He offered his assistance if the museum needed assistance in identifying mining equipment.

RESULT: PRESENTATION HELD

2. **Board of Supervisors**

Receive a Presentation from the Area 12 Agency on Aging

Chair Smallcombe introduced the item.

Kristin Millhoff/Area 12/Executive Director gave a PowerPoint presentation. No public comment was received.

Supervisor Kiser noted that Area 12 had wonderful partners in Silver Sneakers and Mountain Yoga Studio, as both organizations made a significant difference in people's lives through the services they provided to the community through Area 12 programs.

Ms. Millhoff, in response to Supervisor Toso, noted their efforts to identify elder abuse, including, in the future, providing more presentations to the public once staffing issues have been resolved, and noted they would look into other ways to increase advocacy and awareness for elders and their families in need.

Sydney Forga/Health and Human Services Agency/Division Director of Human Services, in response to Chair Smallcombe, noted their Senior Fair the previous weekend and how it has gotten bigger each year. She noted that they would eventually expand the fairgrounds, as they currently had about 25 vendors, and each year that number increased. Ms. Forga noted that the event included everything from assisted living resources and compassionate care to many other services that would be applicable to seniors in the community. She noted they are always looking for more vendors and to expand on the issue of elder abuse.

Chair Smallcombe noted the scams that tend to target older members of the community and other issues they face. She noted the collaborative work between community partners and their efforts to address elder abuse issues. Chair Smallcombe noted the vulnerability of the elderly community and questioned if Area 12 had a count available of folks over 60 with disabilities in the county.

RESULT: PRESENTATION HELD

3. **Board of Supervisors**

Waive the First Reading and Introduce an Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and "Barking Dogs-Public Nuisance" (Supervisor Menetrey)

Chair Smallcombe announced the item had been withdrawn.

RESULT: WITHDRAWN

4. **County Counsel**

Discussion and Possible Direction Regarding General Liability Insurance Through Public Risk Innovation, Solutions, and Management (PRISM)

Walter Wall/County Counsel gave the staff report. No public comment was received.

Counsel Wall, in response to Supervisor Menetrey noted the liability would be for protection for any claim against the county, including personal injury, and any incident that would result in a payout against a claim. He noted there had been six claims so far this year, and five of those six had been denied. Counsel Wall noted the one-time costs associated with PRISM before they took over and noted the difference between the one-time payment and the deductible. He noted that in the last few years, payments made out for claims have totaled less than $400,000. Counsel Wall noted the high risk of being a self-insured county.

Supervisor Poe noted his experience in handling general liability contracts and claims and greatly appreciated the presentation provided. He also noted a couple of things that stood out to him. Supervisor Poe questioned what it would be like in five or ten years, as he did not see the rates going down. He inquired about the historical expenses for Mariposa's general liability, as he knew the county held the gold standard for liability losses. Supervisor Poe questioned if it would be possible for the county to self-insure eventually.

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He questioned what the analysis would be if, instead of paying the insurance premiums, he saved that money and paid for losses as they happened. He noted the profits insurance companies made and the possibility of the county being able to someday self-insure. He noted that an analysis could be conducted to explore potential options for becoming self-insured and saving the money that would otherwise be spent on premiums each year.

Board discussion ensued.

DIRECTION: The Board directed Counsel to proceed with option two, increasing both the SIR and IMCD to $250,000 with an estimated low premium per year at $1,298,000 and a high estimated yearly premium at $1,353,000 for 2025/2026 and come back with a presentation on cost analysis of being self-insured versus continuing the contract with PRISM.

RESULT: DIRECTION GIVEN

5. **Clerk of the Board**

Discussion and Possible Action on Re-Appointing Six (6) Members and Appointing Four (4) New Members to the Wawona Town Planning Advisory Committee (WTPAC)

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment was received.

In response to Supervisor Kiser, Ms. Bondshu noted she was working on the future committee's item and would bring it back once all the information needed has been gathered. She noted the other projects were also being worked on simultaneously. In response to Supervisor Menetrey, she noted that per the committee's policy, applicants must reapply to be reappointed, and one of the applications had to be denied due to nepotism. Ms. Bondshu, in response to Supervisor Toso, noted that the last time this committee met was April 4th, 2025.

Supervisor Smallcombe noted the difficulties the committee has had in achieving quorum due to its lack of members and found it necessary to move forward with approving the applications. She noted she did not believe this committee should be dissolved but instead redesigned, but that would be a discussion to continue at another time.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
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

6. **Clerk of the Board**

Discussion and Possible Direction on the Creation of a Committee to Work with Outside Partners to Plan the Nation's 250th Birthday (Supervisors Toso and Kiser)

Supervisor Toso gave the staff report and introduced Richard Westfall who spoke on the item. No public comment was received.

Richard Westfall/ Historian requested the Board create an adhoc committee to assist in the creation of the 250th birthday celebration of the United States. He noted they needed help from the Board of Supervisors to

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make the decision to create the countywide celebration. He noted the bicentennial committee from 1976. Mr. Westfall noted the celebration would be a joint effort by many different local organizations who take pride in their community and the history surrounding it. He noted this would be an event to celebrate all that was good in Mariposa County and our Nation. He noted it was time to begin planning because it was just over a year away.

DIRECTION: The Board will move forward with creating an AdHoc Committee including Supervisor Kiser and Supervisor Toso along with outside partners to plan the 250th birthday of the United States of America.

RESULT: DIRECTION GIVEN

I. Board Information

Information received.

J. Closed Session

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

10:52 AM Chair Smallcombe recessed the Board into closed session.

1. **District Attorney**

   CLOSED SESSION: Public Employee Performance Evaluation; Title: Appointed District Attorney

RESULT: CLOSED SESSION HELD

Report Out

2:00 PM Chair Smallcombe reconvened the Board meeting and reported that the performance evaluation was given.

K. 2:00 PM Reconvene

1. **Clerk of the Board**

   PUBLIC HEARING: Consider Applicants for Appointment to Fill the Unexpired Term of the Mariposa County Assessor/Recorder, Effective June 7th, 2025

2:01 PM Chair Smallcombe opened the public hearing. Supervisor Kiser recused herself from the process because a family member was an applicant.

Danielle Bondshu/Clerk of the Board gave the staff report and went through the adopted procedure for filling an elected position.

Public comment was received by Kristie Mitchell/Resident, who noted she was there to give her support for Jenifer Canter. She noted she left out an important detail in the letter she had written, and that was Ms. Canter's ability to lead. She noted her ability to be a department head as she had a rare ability to hold others to high standards. Ms. Mitchell noted Ms. Canter knew how to balance day-to-day essential tasks while staying calm and clear-headed. She noted she showed up to solve problems and kept her team focused. She

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noted there would not be a more efficient and responsible person for the position. Ms. Mitchell noted Ms. Canter would improve the experience of property owners, and she would be there to move the office forward. She referenced all the letters submitted on behalf of Ms. Canter and noted others had seen her lead and showed up when she was needed. She noted she had no doubt Ms. Canter would serve the Board and the community.

Ron Rhodes/Resident/Member of the Airport Advisory Committee noted he was there in support of Ms. Canter. He noted she was a great neighbor and was also the treasurer of their homeowner's association (HOA), adding it had been a very smooth transition when she took over. He noted she was always out working on the road and making everything better for the area. Mr. Rhodes noted his experience with Canter while she was working in the assessor's office and added she was not just any typical county employee.

Frank Sandi/Resident noted he had moved here 40 years ago, and for about 10 years, he had been interested in a specific property, and when he was able to make it happen, he had met Ms. Canter. He noted at the time she held the listing, and she had been very helpful in answering his questions honestly and had great communication. He noted she was one of the most wonderful people he had met, and he would not be where he was if it had not been for her honesty.

Kelly Kotakis /Resident noted she was there to speak on behalf of Ms. Canter from a buyer's perspective. She noted she had lived in the area for two years after having arrived from another state. She noted she found Ms. Canter because of research she had done, and she had found her to be very capable. She noted that after meeting with her in person she trusted her and could not say enough good things about her. She noted that they had worked together with the seller, and she had been very open and pleased with how the agent had operated. Ms. Kotakis congratulated Ms. Canter on being voted Mariposa Gazette's Agent of the year.

Rosalyn Allison/Resident noted she was there as a friend and colleague of Ms. Canter and was there to speak about her in the highest regard. She noted she had written a letter to the Board but left out the depth of knowledge Ms. Canter had about real estate. She noted Ms. Canter spent years navigating property data and information to help others make the most important decisions of their lives. She noted Ms. Canter worked around the clock for her clients. Ms. Allison noted Ms. Canter knew what it meant to commit herself to the work without the guarantee of a paycheck at the end. Ms. Allison noted she brought an unwavering commitment to service and that was the attitude Mariposa County deserved. She noted she was organized and deeply respectful of the public trust, adding that Ms. Canter showed great professionalism. She noted she was confident that Ms. Canter would bring compassion and clarity to the role.

Susan Hunter/Auditor-Appraiser noted she was there to express her support for both Tami Guenthart and Chris Sarmiento as they both had a wealth of historical knowledge and commitment to fostering learning and growth. She noted she had witnessed both of them answering questions from constituents during difficult times, and both were very helpful in taking the time to help them understand. She noted they also foster a learning and team environment in the office, and they were always so helpful when anyone else had questions; they would stop their own work to assist others. Ms. Hunter noted both applicants were committed to the team.

Catherine Kong/Assessor-Recorder Office Manager noted they were at a critical time in their office and, along with preparing for the tax roll, they are currently assessing all real and personal property. She noted that, personally, she would like to continue with the team they currently had, as they wanted someone to be committed to their department, and she believed Ms. Guenthart and Mr. Sarmiento were those people. She

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noted that anytime she had questions, they were there to assist and were great educators, and she valued their knowledge.

Miranda Arce/Resident noted it was very rare to see her in public speaking, but she was there because of how passionate she was about Ms. Canter. She noted her work with Ms. Canter and how her moral compass was unmatched, with a heart for service, which was important to have in this world. She was happy to be there to show her support for her.

Morgan Williams/Resident noted that she was there to voice her support for Ms. Canter, as she had the opportunity to work with her while obtaining her real estate license. She noted she really goes above and beyond for her clients, and she believed to her core it was a privilege to work with her. Ms. Williams noted she was very eager to share her knowledge with others and Ms. Canter's work ethic and experience made her an invaluable candidate for the position.

Rebecca Hatcher/Resident noted she had also submitted a letter of support but wanted to mention that, as a real estate broker who had the pleasure of working with Ms. Canter, she could tell you the job of a real estate agent was to juggle and lead and that was no small feat. She noted that it took leadership and passion, both qualities Ms. Canter possessed. Ms. Hatcher noted that Ms. Canter was willing to step away from her career because of her love for the County. She noted her volunteer work, how great a mom she was, and the work she did for the community.

Chair Smallcombe closed public comment and noted they would move into the candidate statements. Statements were presented in the order in which applications were received.

Candidate Statements Begin

Tammi Guenthart/Applicant read her Candidate Statement.

Chris Sarmiento/Applicant read his Candidate Statement.

Jenifer Canter/Applicant read her Candidate Statement.

Chair Smallcombe brought it back to the Board to ask the candidates questions.

Ms. Guenthart, in response to Supervisor Menetrey, noted upcoming changes and mentioned that she currently had excellent staff members, but a few were retiring, and those positions would need to be filled. She noted that, other than that, the other big change would be the new computer system being implemented. In response to Supervisor Menetrey, she also noted that she did not envision changing the way the team currently operated, aside from promoting people if there was an opportunity to do so. She noted how COVID-19 did the department a favor because it allowed the staff to take classes and all the appraisers were now informed and held certifications, which she planned to continue doing. In response to Supervisor Menetrey, she noted the assessments were based off new construction along with the market value. She noted there were state rules, and they had received books from the state and handouts but were waiting for more information on all the new regulations regarding ADUs. Ms. Guenthart, in response to Supervisor Menetrey, noted that the Board of Equalization (BOE) provided guidelines on what the department could charge and how to value a property regarding an added ADU. In response to Supervisor Poe, she noted that her ideal boss would be someone who would help when needed, be available for questions, and take care of their employees. She noted they had great bosses in the past, and she would like to lead as they had done. In response to another question by Supervisor Poe, she replied that they worked for the public. In response to Chair Smallcombe, she described the department's transition to the megabyte system and the challenges

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faced and their optimism for the future. Ms. Guenthart noted they had not increased their staff levels in twenty years and were even down one, but they were doing more work than they had in the past. Also, in response to Chair Smallcombe, she noted that their department had not been contacted by the Planning Department in regard to the development code. In response to Supervisor Toso, she noted there would be a bigger workload because she would want to keep assisting with her current duties.

Mr. Sarmiento, in response to Supervisor Menetrey, noted he would not be making many changes but would like to have more help with the new computer systems. He noted there was a lot going on with Megabyte and would like to see that system utilized more to streamline workflows. Additionally, in response to Supervisor Menetrey, he noted that he would like the public to have more access to technologies, allowing them to access their documents and make payments online. He noted that, regarding ADUs, everything was done based on cost, but if the cost was too high, they would follow the state recommendations. In response to Supervisor Poe, Mr. Sarmiento noted he would delegate responsibilities and described how he was currently cross-training employees for more efficiency, and responded that his staff worked for the public. In response to Supervisor Toso, he mentioned he currently had a large workload, but with the newly hired Auditor-Appraiser, whom he was currently training, would assist with that. He also responded to a question from Supervisor Toso, noting that he had worked with Williamson Act properties when they were transferred. In response to Chair Smallcombe, he noted he wanted to follow in the footsteps of Mr. Kehoe by continuing to make everything digital, noting that everything is paper and the margin of error when things are done by hand. He noted he wanted to continue to get staff on board processing everything digitally. Also, in response to Chair Smallcombe, he noted getting feedback from his staff was very helpful as they are the ones doing the work. He noted the communication he had with the lead trainer or Megabyte and the help provided to get the point to streamline the workload. He mentioned the initial conversion was the largest challenge.

Ms. Canter responded to Supervisor Menetrey by saying that there was nothing she would change in the department. She noted she would take over what Mr. Kehoe was doing. She noted that she would handle commercial transfers and, depending on the workload, pick up wherever needed. She noted that she believed the current staff did a great job, and her role would be to be available to the public and serve as an advocate for taxpayers. She mentioned everything was run by the revenue and taxation codes and the BOE guidance was law, which was important to be interpreted correctly. In responding to Supervisor Menetrey's questions, she noted that the number of people who prefer to come in person to have their questions addressed and be personally guided through processes. She noted that she had worked with many different counties, and having access to information online was helpful. Modernizing the office with credit card processing would be a great step forward. Ms. Canter noted her knowledge of handling ADUs and shared ideas on how to improve the process in the future to make it more efficient. In response to Supervisor Poe, she noted she brought a wealth of knowledge and public support. She noted she would be running in the 2026 Election. In response to the question about who Sheriff Briese worked for, she said he worked for the public. In response to Supervisor Toso, she said she would no longer be a realtor. She noted that this office essentially had a new leader every four years, so it was set up to continually run through turnover. However, she would take on whatever was needed to avoid a lapse. Ms. Canter noted that when she worked there in the past, the office was understaffed, which placed a significant burden on everyone. Therefore, a working assessor was vital to the department. In response to a question from Chair Smallcombe, she replied that her main responsibility was to educate. She noted she would love to see the clerks become appraisers. Regarding technology, she noted the benefits of using social media.

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Board discussion ensued.

Chair Smallcombe reopened public comment

Ms. Guenthart noted she would consider running in the 2026 election.

Mr. Sarmiento noted he would consider running in the 2026 election.

Ms. Canter noted Ms. Guenthart and Mr. Sarmiento's letters of support were from the institution, and she was championed by the people.

Public comment was closed, and board discussion ensued.

Danielle Bondshu passed out paper ballots to each board member and instructed them to write their vote. Ms. Bondshu collected the ballots and herself, and the Deputy Clerk of the Board tallied the results. The result was handed to Chair Smallcombe, who read out the applicant with the most votes, followed by Ms. Bondshu, who read out each individual vote; Supervisor Poe, Ms. Guenthart, Supervisor Toso, Ms. Guenthart, Chair Smallcombe, Ms. Guenthart, and Supervisor Menetrey, Mr. Sarmiento. Chair Smallcombe then called for a motion to approve Ms. Guenthart as the next Assessor-Recorder, effective June 7th, 2025.

3:34 PM Chair Smallcombe closed the public hearing.

APPOINTMENT: By unanimous vote, the Board of Supervisors appointed Tammi Guenthart as the Assessor-Recorder to fill the remaining unexpired term of former Assessor-Recorder Vince Kehoe effective June 7th, 2025.

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

3:34 PM Chair Smallcombe recessed the Board for a brief break and reconvened at **3:39 PM**

2. **Planning**

Accept the Conceptual Plans for the Hatchery/Resilience Hub on Phase IV of the Mariposa Creek Parkway and Closeout the Pacific Gas and Electric (PG&E) Resilience Hub Grant

Will Fassett/Community Design and Development Planner II, Ben Goger/Senior Planner, and Travis Chappell/Senior Urban Designer, SERA Architects, via telephone, presented a PowerPoint Presentation. No public comment was received.

Mr. Goger, in response to Supervisor Poe, noted they would seek private development and industries to maintain the property. He noted Public Works would maintain the parkway portion and public parks. He noted that each design had two different price tags, one being $16.6 million and the other $20.1 million.

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Mr. Fassett, in response to Supervisor Poe, noted that Tuolumne County initiated its grant process in 2012 and completed the project in 2022. He noted the funds for this grant were already in the State budget, and the grant process would take about seven years, and the building process another five years.

Supervisor Poe noted that creating this grant and the work that would follow would eventually take away from other priority projects.

Joe Lynch noted there was a strong push in the County years ago to go after grant funds, but they have offset county time. He noted the difficulty of getting grant funds when projects are just a potential. He noted this project is a culmination of years of work. He noted this team saw what would be needed in the future. Mr. Lynch noted Dr. Keheley at HHSA went and got grants they knew they would need for the office in North County. He noted the importance of engaging the community with what the town will look like, specifically, not just potentially. He emphasized the importance of applying knowledge to projects that can move forward. He noted he believed the plan was fantastic, but would need a lot more coordination with other departments such as Public Works. Mr. Lynch noted that grants were great projects, but really terrible for using them to pay for staff. He added if the grant went away, then those positions would no longer be able to remain.

Board discussion ensued.

DIRECTION GIVEN: The Board directed staff to move forward with submitting the designs to continue the grant process.

RESULT: DIRECTION GIVEN

L. Adjournment

4:35 PM Chair Smallcombe adjourned the meeting in memory of Marcia Stein and Patricia Williford

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

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Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JUNE 10, 2025

A. 9:00 AM 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 of allegiance.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received from Rebecca Maietto/Public Assistance/Veterans Services Deputy Director, who noted on CA.15 that her team worked tirelessly every day providing public assistance to the 1,900 households on the CalFresh program, and the 5,400 caseloads the whole team manages. She provided a big thank you to her team for all the work they had done.

Danielle Bondshu/Clerk of the Board gave a public service announcement regarding the residents who were on the team's Board Meeting call, that there were technical issues, and provided instructions on how to participate in the meeting.

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Alicia Finley/Program Manager with Health and Human Services Agency, spoke on CA.15, noting that when she was younger, she wanted to be a truck driver because that was what her dad did. She noted an Eligibility Worker was not a career most think of when they are growing up, it was a position you ended up in by accident. She noted that when an individual comes into this career with compassion. Ms. Finley explained the programs administered by the team, their strive for accuracy, professionalism, and knowledge of various systems while working with diverse groups of people. She noted the changes that must be applied on a whim and the secondary trauma while handling different situations people are in, including domestic violence, drug use, and more.

Supervisor Kiser commented on CA.3, noting she had the opportunity to sponsor the proclamation and, owning a gym in town, she explained she was a big advocate for health. She noted the proclamation was born from men not wanting to take the time to focus on their own health, and noted that one in four men will die from heart disease, they had higher suicide rates and cancer rates, among others. Ms. Kiser explained the importance of the topic and wanted to encourage men by speaking to them directly about the importance of their health.

Kristina Keheley/Health and Human Services Agency Director, spoke on CA.11, noting a Request for Proposals (RFP) was put out in 2024 for a five-year contract of service, and Mercy Ambulance was the only one to respond. She noted this item was amending the original contract from one year to five, for service and subsidy. The RFP was to provide a $300,000 subsidy to Mercy Ambulance, and the contract was to note what was originally agreed. Director Keheley noted there were no grant funds for this contract, and added they were ending the contract on the first. She noted the new data system that would provide them with more information and the subsidy was for the rates, as Mercy is reimbursed a very low rate for the area, so without it, they would not be able to operate in Mariposa County. She added the response times were always the top line of discussion with Mercy.

Supervisor Poe noted on item CA.11 that Mercy was owned by a couple of gentlemen in Mariposa, one of whom was from his area, with whom he had had numerous conversations. He noted other conversations he had had with those who owned ambulance companies about the high costs of operations. He noted that due to the high costs, many outside entries would not be viable in the area, adding his strong support and encouragement for the approval of this agreement.

Supervisor Poe commented on CA.13, noting the senior meal program through HHSA in North County had been very popular. He noted that seniors were able to obtain vouchers, and two cafés in the area were able to provide meals, adding that Director Keheley had previously found grant money to fund the program. Supervisor Poe noted that the state had added nutritional parameters to the meals that could be offered through the program, which was making it difficult for the cafés involved to continue participating in the program. In response to Director Keheley, Supervisor Poe questioned if the HHSA building in North County would be able to use the conference room to provide meals, and asked the Director to give it some thought to different options for a meal program in the North County area in the future, once the contracts for the two cafés had come to an end.

Courtney Morrow/County Treasurer-Tax Collector, in response to Supervisor Poe, noted the default year is 2017-2018.

Saundra Gonzales/Assistant Treasurer-Tax Collector-County Clerk, in response to Supervisor Poe, explained why the default year was 2017-2018. Also, in response to Supervisor Poe, Ms. Gonzales noted that if the

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public had questions regarding a posted APN number, they could go to the Assessor's Office or use the GIS map on the county web page to find the parcel's addresses.

Supervisor Miles commented on CA.18, and requested that the balance be placed in the staff report when pulling from the contingency fund for budget actions. Supervisor Menetrey was concerned about the account's status after seeing funds being pulled each week.

Joe Lynch/County Administrative Officer, noted that last year the county budget was reduced by 10%, meaning their budget was reduced by 10%, and this year the department was fully staffed, and they needed their full budget to operate. He added they had budgeted less but spent a little more than expected, some of that stemming from higher fuel costs, so their budget was being adjusted to cover those unexpected expenses.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
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. **Agricultural Commissioner**

Approve Budget Action Increasing Revenue and Appropriations in the Agricultural Commissioner's Office Budget to Recognize Unanticipated Funds from the California Department of Food and Agriculture ($120,167) (4/5ths Vote Required)

CA3. **Board of Supervisors**

Proclaim the Month of June 2025 as "Men's Health Month" and the Week of June 9th through the 15th, 2025, as "Men's Health Week" (Supervisor Kiser)

CA4. **Child Support Services**

Approve a Plan of Cooperation (POC) Between Child Support Services and the Superior Courts of California; and Authorize the Board of Supervisors Chair to Sign the Plan

CA5. **Clerk of the Board**

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

CA6. **Clerk of the Board**

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

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CA7. **Clerk of the Board**

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

CA8. **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

CA9. **Fire**

Accept Grant Award from CAL FIRE/California Fire Safe Council in the Amount of $123,480 for the CAL FIRE County Coordinator Grant Program; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Supporting Documents Related to the Agreement (Subject to Approval as to Legal Form by County Counsel)

CA10. **Health and Human Services Agency**

Approve Budget Action Increasing Revenues, Expenses, and Transfers in the Human Services Administrative Trust and Social Services Operating Budget ($450,000) (4/5ths Vote Required)

CA11. **Health and Human Services Agency**

Approve First Amendment with Mercy Medical Transportation, Inc. Increasing the Amount by $1,200,000, for a New Amount Not to Exceed $1,500,000 ($300,000 Annually); Extend the Agreement through June 30, 2029, for the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Health and Human Services Agency**

Approve Grant Amendment from the Department of Health Care Services Increasing the Amount by $670,500, for a New Amount Not to Exceed $3,084,500; and Authorize the Board of Supervisors Chair to Sign the Grant Amendment

CA13. **Health and Human Services Agency**

Approve Third Amendment with The Copperpot Cafe, LLC. Increasing the Amount by $20,000, for a New Amount Not to Exceed $95,000 for Dining Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services Agency**

Approve an Agreement with Willow Glen Care Center in an Amount Not to Exceed $200,000 for Inpatient Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

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Proclaim the Month of June 2025 as "Eligibility Specialists Month"

CA16. **Public Works**

Approve an Agreement with VSS International, Inc. in the Amount of $958,211 for the 2025 Asphalt Rubber Chip Seal Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Treasurer/Tax Collector/County Clerk**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 7, 2025

CA18. **UCCE/Farm Advisor**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the University of California Cooperative Extension (UCCE) Budget to Cover 10% Budget Reductions of Fiscal Year (FY) 24/25 and Increase in Employees Using Fuel Funds ($10,000) (4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen/Public Work and Transportation Director noted in regard to the Ben Hur Emergency Road Project they had met with George Reed last week, the Roads Department had set up the K-Rail and the work had begun.

G. Public Comment on Non-Agenda Items

Daniel Wilson/Resident noted there was nothing like the slap of the 5-0 handed-down decision he received at the previous week's Board meeting, and that he stood by the case and the facts that had been presented. He noted that he had expected a 4-1 decision, or possibly a 3-2, but he was shocked to receive neither of those. He directed a comment towards Chair Smallcombe, noting that in addition to the amount of time he had spent preparing for his appeal, he had also spent a great deal of money. He noted that the question he had been asked the previous week, about whether he had finished his presentation or not, was callous. He added by mentioning that the Director of Planning had been given 75 minutes for his presentation. Mr. Wilson directed a comment to Supervisor Menetrey, noting that he knew what change was, and he had embraced healthy changes, but the changes made had an impact on his quality of life, property, and residence. He noted that without being part of the decision, a dynamic is created, and when asked for the change to stop or be different, and the response is not changed or repeated with increased effect, it would establish patterns of retaliatory harassment. Mr. Wilson directed a comment to Supervisor Poe, noting that his forced handshake at the beginning of mediation would not equalize the power and balance. He noted his experience when he had been sexually assaulted at the Awhanee Hotel at the age of 14. Mr. Wilson referred to the moment the week before, when a member of the public stood up and said he was the only person, it didn't matter. He noted he was standing there today to say he mattered, and his concerns mattered. He noted that, at the very minimum, he had asked the Dias to hand down a case model to all those involved. He added they could not, and were not willing to do that. He noted that it would have been nothing to make the

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Conditional Use Permit probationary and to have given a yellow light to the activities happening around his property, and that it would have served as a notice to developers everywhere. He noted it was clear from the vote last Tuesday that they did not want to, and the effects of their vote were cast and that could not be changed, but the ripples from the decision had already begun. He noted they could move forward together in the future. Mr. Wilson added that the County was constrained by patterns established by those who came before them. He asked the Board to exercise its leadership differently. Mr. Wilson then asked them to step outside their box and use their County Counsel as their guide because of the job he had done. He noted that the individuals who elected them deserve that, and he emphasized that we must all do the best we can for our neighbors and for Mariposa County. Mr. Wilson thanked the Board for his five minutes and added that he respected and admired each one of them.

Recess Board of Supervisors

9:39 AM Chair Smallcombe recessed the Board of Supervisors and the Deputy Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

9:39 AM Chair Toso called the meeting of the Local Transportation Commision (LTC) to order.

Public Comment Period

No public comment was received.

LTC Regular Agenda

1. **Public Works**

PUBLIC HEARING: Take Testimony Regarding Possible Unmet Transportation Needs Within Mariposa County for Fiscal Year (FY) 24-25; and Adopt a Resolution Finding One of the Following: A) There Are No New Unmet Transit Needs; B) There Are No New Unmet Transit Needs that Are Reasonable to Meet; C) There Are Unmet Transit Needs, Including Needs that Are Reasonable to Meet; or D) Grant a Continuance of the Public Hearing Until a Later Date

Jeannie Morvay-Clayton/Transportation Planning gave the staff report.

9:41 AM Chair Toso opened the public hearing. No public comment was received.

9:42 AM Chair Toso closed the public hearing.

DIRECTION: The Board gave direction to move forward with option A). There are no new unmet transportation needs for the Local Transportation Commission.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District V Supervisor Miles Menetrey

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

Adjourn LTC

9:43 AM Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

9:43 AM Chair Smallcombe reconvened the meeting of the Board of Supervisors.

I. Regular Agenda Items

1. **Administration**

Adopt a Resolution Adopting the Fiscal Year (FY) 25-26 Budget and Authorizing Certain Actions in Order to Implement the FY 25-26 Budget

Leigh Westerlund/Assistant County Administrative Officer introduced the item. Ms. Westerlund provided new handouts showing revisions to the attachments. She noted that two of the positions listed were incorrect. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

2. **Clerk of the Board**

Waive the First Reading and Introduce an Ordinance to Amend Section 2.92.04 Titled "Administrative Powers and Duties"

Danielle Bondshu/Clerk of the Board presented the item. No public comment was received.

Ms. Bondshu, in response to Supervisor Poe, noted that once the position went from appointment to elected, they would no longer answer to the CAO.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
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

J. Board Information

Board information was received.

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K. Adjournment

9:57 AM Chair Smallcombe adjourned the meeting in memory of Kenneth Moore, Richard Seaman, Laura Day, and Jack Beesley.

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

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Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 8, 2025

A. 9:00 AM 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 of Allegiance.

C. Introductions

Kristina Keheley/Health and Human Services Agency Director, introduced Michael Wilson, the new Deputy Director for Behavioral Health Services. She noted he brought over three decades of Behavioral Health Experience to the department. Dr. Keheley noted he was originally from the Modesto area. She noted he had studied abroad and began his career at Crestwood. Dr. Keheley described his work history and noted he was pleased to return to the foothills to continue his career. She added he was a father of two, and they were so happy to have him on board.

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

Public comment was received from Steve Enger/Planning Director, acknowledging the new committee appointees, including Jordan Cory and Anthony Toso, to the Ag Advisory Committee. The service of those on

the Wawona Town Advisory Committee was also acknowledged, and gratitude was expressed for the service of Moose Mutlow on the LAFCo Committee.

Johnathan Noel/Resident questioned the time period for the agreement to be approved on CA.10.

Chair Smallcombe, in response to Mr. Noel, noted they had been talking to the Community Information Exchange (CIE) for years, and it was an ongoing contract. She added it was to provide access to services for employees.

Supervisor Poe provided gratitude to the team working on the progress of the North County Site for the Health and Human Services Agency (HHSA). He added he was in the area on Saturday and residents seemed to be very excited. Supervisor Poe asked Kim Ballard for an update on the potential opening of the building. Supervisor Poe thanked Ms. Ballard for the response and then asked Director Hansen questions regarding CA.17. He noted there were 560 roads in Mariposa that were designated as County maintained and wanted to make recommendations to Public Works on which roads should and should not be included, providing the example of the Briceburg Road area as not having been maintained for many years, and no one lived out there. Supervisor Poe added that he would reach out to Director Hansen in January to further the discussion and gave kudos to the great work done in the Dogtown area of North County.

Kim Ballard/Public Health Deputy Director, noted they were looking to be open and operational in North County by June of next year, adding that everything was moving right along with plans coming back at the end of August. Ms. Ballard noted they are working on the color of the building, but it would be a surprise.

Shannon Hansen/ Public Works and Transportation Director, in response to Supervisor Poe, noted she would not swap a road for a road that needed immediate attention. Ms. Hansen noted that they did not have the staff time and would need about a year to assess what a road would require to be maintained. Ms. Hansen noted she would take Board recommendations on road projects, but noted they would not want to just jump into those types of projects. Ms. Hansen added that they will conduct a more thorough evaluation of roads in October and November and return with new recommendations. In response to Supervisor Toso's concerns about the gates on her road, Ms. Hansen noted that Mariposa was not an open-range county, so grants would not be available for cattleguards. However, they could potentially use general funds as an option for installation on county roads.

Chair Smallcombe requested that a presentation be put together for the $2.7 million being used to reduce vegetation throughout the county along the roads.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
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**

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Rescind Resolution 2023-259; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective July 1, 2025

CA3. **Clerk of the Board**

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

CA4. **Clerk of the Board**

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

CA5. **Clerk of the Board**

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

CA6. **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

CA7. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the National Environmental Health Association (NEHA) Grant ($19,000)(4/5ths Vote Required)

CA8. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the HMAP-OES (Hazardous Materials Area Plan-Office of Emergency Services) Grant ($19,156)(4/5ths Vote Required)

CA9. **Health and Human Services Agency**

Approve the California Department of Social Services (CDSS) Memorandum of Understanding (MOU) for Exchange of Confidential Information; and Authorize the Board of Supervisors Chair to Sign the MOU

CA10. **Health and Human Services Agency**

Approve First Amendment to the Software as a Services (SaaS) Agreement with NinePatch, Inc for a Community Information Exchange (CIE); Increasing the Amount by $40,700 to a New Amount of $603,500 for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Health and Human Services Agency**

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Approve First Amendment with Aegis Treatment Center, LLC, in the Amount of $150,000 for a Rate Increase of the Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Planning**

Re-Appoint Tony Toso to the Agricultural Advisory Committee as a Member Representing the Category for Cattle Industry, and Appoint Jordan Cory to the Agricultural Advisory Committee as a Member Representing the At-Large Category with Terms Expiring February 28, 2027

CA14. **Planning**

Appoint Joseph Liebman to the Wawona Town Planning Advisory Committee with an Existing Term that will Expire February 28, 2026; Re-Appoint Eugene Spindler and Charles (Chuck) Jones to the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2027; and Recognize the Service of Roger Soulanille to the Wawona Town Planning Advisory Committee

CA15. **Planning**

Accept Resignation and Recognize the Service of Moose Mutlow as a Public Member on the Local Agency Formation Commission (LAFCo)

CA16. **Planning**

Approve Second Amendment with WRT, Inc Adjusting the Cost Proposal, for Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Public Works**

Adopt a Resolution Verifying County-Maintained Road Mileage

CA18. **Sheriff's Office**

Approve an Agreement with Trinity Services Group in the Amount of $255,179.46 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Luis Mercado/Auditor noted the delinquency letter received due to the late audits for Mariposa County. He noted that he was there to discuss what those letters meant and how they would move forward. He noted

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the county currently had three contracts that would be impacted by the designation, and payments would be granted for the services on a reimbursement basis instead of receiving the funds in advance, and would require Mariposa to maintain both technical and Board assistance. Mr. Mercado noted that he would discuss with the fiscal staff at HHSA how operations will look for them moving forward and what needs to be accounted for. He described that in order to move forward and remove the high-risk designation, they would need to complete the missing audits by January 2026. He noted the 2023 audit was near completion. He noted they were working with Public Works regarding calculations of some projects' costs. Mr. Mercado explained that the county did not currently have a contract with an independent auditor to complete the 2024 and 2025 audits, but he was working to resolve this as quickly as possible. He noted the county needed to complete the 2025 audit by March 2026 to stay in compliance. He added that the renewal agreement would need to describe specific dates to ensure the audits were completed on time. Mr. Mercado noted that was the plan, and he would be coming back to the Board with those agreements once he had discussed them with the Administration Department.

Supervisor Poe noted it had taken some courage for Mr. Mercado to come up and inform the Board in person of the latest situation. Supervisor Poe questioned the number of deadlines that had not been met.

Mr. Mercado replied to Supervisor Poe, noting they had completed the 2022 Audit in January, and he had hoped to complete the other by March, but that had not happened. He added he hoped to complete the rest now at the end of the month. In response to Supervisor Kiser, Mr. Mercado noted that they were looking to hire someone, but the process still required background checks, which were in the hands of Human Resources. If all worked out, the new hire would begin on September 1st.

Joe Lynch/County Administrative Officer, noted that if the 2023 audit was completed this week, they would be taken off the high-risk list. He noted that fiscal year 2023 was due last March 2024, and now there were stacking audits; since 2023 was not yet completed, it labeled the county as being high risk. Mr. Lynch noted that if their audits were not completed, the contracts with CSD would be canceled, the first being energy assistance with LiHeap, which provides wood and propane to residents in need, valued at approximately $750,000. Additionally, the Community Service Block Grants would also be impacted. He added there would be roughly a million dollars lost. Mr. Lynch noted that when they received the letter from the CSD, it stated that they had to complete this task by January 2026. He noted that normally the money from these grants is received upfront, but now it will be done on a reimbursement basis. He noted that they were going to give specific deadlines for 2023, 2024, and 2025 to be completed. He added that this would give the county ample time to catch up. Mr. Lynch commented on the extension of the Smith and Newell contracts. He noted the risk of losing the roughly million-dollar contracts and the importance of getting caught up by January 2026. In response to Supervisor Kiser, Mr. Lynch noted that they had the cash flow to cover the services and submit reimbursements for the time being.

Chair Smallcombe noted that the key questions were whether the departments would have the resources to reconfigure the new processes to meet the new framework, and asked what resources would be necessary to ensure that the million dollars in contracts were not lost. She noted the importance of LiHeap in our community and the programs offered in the winter, adding that they needed to know for certain they would be in a position to not lose contracts as of January 1st.

Supervisor Poe noted the importance of LiHeap due to Mariposa County being the seventh-lowest income per capita out of the 58 counties in the state. He referred to Mr. Mercardo as being a very nice man but was concerned about continually dealing with this problem. He noted that they had asked the auditors' office if

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they had the necessary resources and staff to operate, and were always told yes. He questioned whether Mr. Mercado was the right person for the job because of the negative impact he was having on other departments.

Mr. Mercado relayed to the Board that he believed he was the best person for the job and noted reasons why the department had been struggling. He noted the projects they had been working on and the situations that had caused the delay. In response to Supervisor Smallcombe, Mr. Mercado noted he would be happy to have further discussions with HHSA so they would continue to hit deadlines, adding he did not want to be the holdup; he wanted to be the solution. He noted that a discussion was needed between the Administration Department and the Auditors' Office, and then he would bring back a discussion and direction item to the Board.

G. Public Comment on Non-Agenda Items

Johnathan Noel asked a question regarding Supervisor Toso's comment about the gates and cattleguards, specifically the possibility of the landowners installing cattleguards themselves. He noted the safety factors and concerns with fire to get herself and her animals out. He suggested the use of a bolt cutter. Mr. Noel questioned why there was such a lag in completing the audits. He noted the cost to the taxpayer of having to complete the audits by January. He noted his concerns about the LiHeap program and questioned if they had the resources to ensure those programs did not go away. He questioned how the department could improve its overall efficiency and did not understand how it had reached this point. Mr. Noel noted that you would not be able to run a business this way, and if this audit was something that was supposed to happen each year, it did not make sense why the audits were not completed.

Jeanne Ann-Pine/Resident noted that she knew very little, but from what she had heard, she was wondering how many other grants would end up in jeopardy, for which the county would not receive any warning. She noted that these were precarious times, everyone was in, and the concerns that came with that. She noted the discussion regarding the county becoming self-insured and expressed her concerns about it, citing the Jerry Cox trial, and questioned what would happen if that case were to go against them. Ms. Pine, in referring back to the audits, simply stated, "These audits...wow".

Supervisor Toso, in response to Mr. Noel, noted she did not expect general funds to pay for cattleguards, and she had tried to work with nearby landowners.

Recess Board of Supervisors

9:49 AM Chair Smallcombe recessed the Board of Supervisors and the Deputy Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

9:50 AM Chair Toso called the meeting of the Local Transmission Commission (LTC) to order.

Public Comment Period

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No public comment was received.

LTC Regular Agenda

1. **Public Works**

Approve Execution of Federal Fiscal Year (FFY) 2025 Certifications and Assurances for Federal Transit Administration (FTA); and Authorize Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Legal Form by County Counsel)

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

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

Adjourn LTC

9:53 AM Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

9:53 AM Chair Smallcombe reconvened the meeting fo the Board of Supervisors.

I. Board Information

Board information was received.

J. Adjournment

9:58 AM Chair Smallcombe adjourned the meeting in memory of Chris Suggs, Ryley Wood, Daniel Scott, James 'Jim' Musick, Lawrence James, Sony Harrigan, Laura Herring and Steve Abram.

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

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Rosemarie Smallcombe
Chair, Board of Supervisors

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-398

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kevin Briggs, Acting County Counsel

RE: Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and it's Officials and Employees for a Matter Regarding David Pitts; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and it's Officials and Employees for a Matter Regarding David Pitts; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement retains the law firm of Wanger Jones Helsley PC to represent the County of Mariposa, its officials, and employees in a legal action filed by David Pitts in the Mariposa County Superior Court against the County of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County will not have representation in this matter.

FINANCIAL IMPACT

Unknown

ATTACHMENTS

1. WJH - Pitts

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

WANGER JONES HELSLEY PC
ATTORNEYS

TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
ROBERT E. DONLAN
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OLIVER W. WANGER***

LEGAL ADMINISTRATOR
LYNN M. HOFFMAN

August 29, 2025

VIA EMAIL – kbriggs@mariposacounty.org

Kevin Briggs, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement – In re David L. Pitts Petition for Writ of Habeas Corpus – Case No. 25-HCCR-0019898

Dear Mr. Briggs:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent County of Mariposa in the *Matter of the Petition of David L. Pitts for Writ of Habeas Corpus* filed in Mariposa County Superior Court on August 19, 2025, Case No. 25-HCCR-0019898. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we spend on telephone calls relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge

for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

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

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $275 to $655 per hour. My hourly fee for this representation will be $545. The hourly rate for law clerks and paralegals is presently $170 to $210 per hour. All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

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

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

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

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

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceedings to collect a bill, the client will be required to pay court costs and reasonable

attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

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

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

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

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

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

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

If you agree to the terms of this letter, please date and sign this letter and return it to us *via fax or e-mail*. For your convenience, we have enclosed a copy for your files.

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

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

Very truly yours,

Patrick D. Toole

PDT/kn

Enclosures

I agree to the terms set forth in this letter.

Dated: _____

By: _____
Rosemarie Smallcombe
Chair of the Board of Supervisors

APPROVED AS TO FORM:

Dated: _____

By: _____
Kevin Briggs
Mariposa Assistant County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-399

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve and Adopt The Child Care Feasibility Study

RECOMMENDATION AND JUSTIFICATION

Approve and Adopt The Child Care Feasibility Study.

Staff, under the direction of the Mariposa County Board of Supervisors, contracted with IHSG,LLC (Integrated Human Services Group) to complete a comprehensive Child Care Needs Assessment funded through Community Development Block Grant (CDBG) resources. The assessment was intended to identify childcare gaps, affordability challenges, and workforce impacts, while recommending strategies to strengthen childcare services in the county. The study was initiated in County Administration by the former Economic Development Specialist and moved to the Health & Human Services Agency to oversee the contract work.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The full draft report was presented to the Board on September 16, 2025 for discussion and any further clarification.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the study is not adopted, then staff cannot submit for grant reimbursement.

FINANCIAL IMPACT

No direct financial impact. The study was grant funded.

ATTACHMENTS

1. **Mariposa Child Care FINAL**
2. **Survey Summary Data**

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 Childcare Feasibility Study

Integrated Human Services Group

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CHILDCARE SYSTEM IN CRISIS

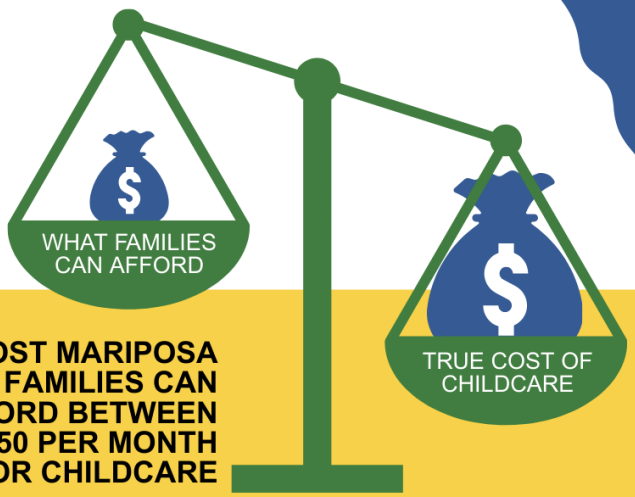
MARIPOSA COUNTY 2025

1663 CHILDREN UNDER 12 BUT ONLY 340 INFANT TO PRESCHOOL SLOTS AND 360 AFTER-SCHOOL SLOTS EXIST

LEAVING 3 OUT OF 5 CHILDREN WITHOUT A SLOT

BENEFITS CLIFF

TOO MUCH INCOME FOR SUBSIDIES, NOT ENOUGH TO AFFORD CARE



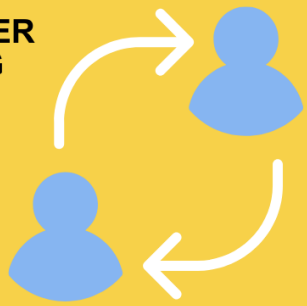
MOST MARIPOSA COUNTY FAMILIES CAN ONLY AFFORD BETWEEN $0 - $750 PER MONTH FOR CHILDCARE

86% OF SURVEYED EMPLOYERS CITED ABSENTEEISM, TURNOVER, OR HIRING DIFFICULTIES TIED TO CHILDCARE SHORTAGES

GREELEY HILL, COULTERVILLE, & YOSEMITE VALLEY HAVE

ZERO LICENSED CHILDCARE OPTIONS

HIGH TURNOVER AND AN AGING WORKFORCE HEADING TO RETIREMENT THREATENS CONTINUITY OF CARE



FAMILIES IN REMOTE AREAS STRUGGLE WITH BOTH DISTANCE AND PUBLIC TRANSIT LIMITATIONS

Executive Summary

The 2025 County Childcare Needs Assessment describes a childcare system in crisis, shaped by intersecting challenges of limited capacity, affordability barriers, geographic inequities, and workforce instability. Although childcare use has increased significantly since 2019 (from 47.5% to 80.7% of families), licensed capacity remains far below community need, with only 340 infant–preschool slots and 360 after-school slots available for an estimated 1,663 children under the age of 12.

Key Findings:

- **Capacity and Access**: Infant and toddler care is particularly scarce, with sharp declines in early childhood slots since 2009 despite growth in after-school programming. Entire communities, including Greeley Hill, Coulterville, and Yosemite Valley, lack any licensed childcare options. Families in these areas must either face untenable commutes or leave the workforce.
- **Affordability**: Families responding to the parent/guardian survey can only pay $0–750 per month per child, creating a fundamental mismatch with the true cost of licensed care. The “benefits cliff” forces many middle-income families to earn too much for subsidies yet too little to afford market rates.
- **Workforce Sustainability**: The provider workforce is aging, underpaid, and financially insecure, with nearly all surveyed providers lacking retirement savings. High turnover, and impending retirements threaten continuity of care and future capacity.
- **Family and Employer Impacts**: Parents report missed work, lateness, and reliance on informal care networks that are stretched to capacity. Employers confirm the economic impact, with 86% citing absenteeism, turnover, or hiring difficulties tied to childcare shortages. These disruptions weaken workforce participation and constrain local economic development.
- **Systemic and Geographic Barriers**: Transportation burdens, limited program hours, lack of summer programming for younger children, and gaps in specialized care create additional barriers. Families in remote areas struggle with both distance and public transit limitations, compounding inequities.

Recommendations:

1. **Optimize Subsidy Use & Awareness**: Explore each step in the subsidy process to optimize support and service to families to increase awareness, engagement, and reduce waitlists.
2. **Increase Awareness and Access:** Launch a vaccination awareness campaign targeting parents, as children cannot participate in licensed daycare without beginning vaccinations.
3. **Engage with Employers:** Integrate childcare subsidy information into new employee orientations, leveraging the 91% of employers willing to increase awareness of childcare resources. Establish an employer consortium to explore shared childcare subsidies and encourage Dependent Care Assistance Program (DCAP) benefits.
4. **Develop Workforce:** Re-establish a Regional Occupational Program for childcare workforce development at the high school level to address the aging provider workforce (37.5% are 60+ years old).
5. **Increase Awareness of Available Slots:** Create a Facebook page and digital platform for providers to advertise openings and communicate availability in real-time. This low-cost solution addresses the current lack of coordination among providers and enables immediate notification of vacancies to families.
6. **Support Family, Friend, and Neighbor Care Providers:** Enhance support for Family, Friend, and Neighbor (FFN) care providers through training, resources, and stipend programs, addressing the 57.8% of families who rely on these arrangements.
7. **Develop Infrastructure and Facilities:** Evaluate county buildings for childcare facility rental and licensure requirements, prioritizing childcare deserts like North County and considering facilities like the Darrah School house.
8. **Develop a HUB:** Create a Resilience Hub as an integrated service center offering childcare, summer programming, after-school programs, and emergency childcare for essential workers. This multi-purpose facility model addresses both routine childcare needs and emergency response.
9. **County-Led Solutions:** Address provider financial insecurity through childcare business startup funding mechanisms, including forgivable loan programs and traditional loans with favorable terms. Establish a public-private partnership for county employee childcare, leveraging the county as an anchor tenant while serving the broader community through CDFI Fund awards, IBank programs, or CDBG economic development funds.

Introduction

The Mariposa County Childcare 2025 Feasibility Study draws on a wide range of local, state, and national data sources to assess the current state of the county's childcare services and explore future opportunities. This comprehensive report examines Mariposa County's childcare needs and barriers and identifies a framework of viable solutions tailored to the community's unique rural context. Both quantitative data—gathered through community-wide surveys of parents, guardians, employers, and providers—and qualitative insights from key informant interviews, focus groups, and individual meetings inform the findings. The report also includes an inventory of existing childcare businesses and licensed providers, an analysis of service gaps, and recommended strategies to expand access. These data-driven insights are intended to guide Mariposa County leaders and stakeholders in developing an actionable implementation plan, supporting workforce development, and identifying funding pathways.

This analysis takes place during a period of rapid change in the federal and state policy landscape related to children, families, and early care and education. Funding priorities, program eligibility, and the availability of childcare services continue to evolve in response to legislative shifts, economic conditions, and post-pandemic recovery efforts. Within the next 12 to 24 months, services currently available may expand, contract, or undergo restructuring depending on budget decisions, policy reforms, and workforce availability. As such, this report is grounded in the most current data available at the time of development—collected and validated between May and July 2025—and reflects the present-day realities facing families and providers in Mariposa County.

While the findings and recommendations are firmly anchored in current conditions, it is important to note that significant shifts in funding, policy, or service infrastructure could impact the feasibility or relevance of some proposed strategies. As such, this report reflects a snapshot in time, offering actionable guidance based on the best available data, with the understanding that ongoing monitoring and flexibility will be essential as the landscape continues to evolve.

Childcare Landscape in Mariposa County

Primary Data Collection Methodology

To gather comprehensive insights into Mariposa County's childcare landscape, this study employed a mixed-methods approach incorporating surveys, focus groups, and key informant interviews conducted between June 9-30, 2025.[1]

Point-In-Time Inventory of Childcare Slots

Child Care		Licensed Childcare Facilities	Licensed Family Childcare Homes	TK Classrooms(children turning 4 by Sept 1)	Afterschool Programs
		#	#	#	#
	Total Number of sites	5	12	4	8
Slots	Total number of slots	130	138	72	360
	Infant slots (0-2)	26			
	Preschool slots (2 or 3 to 6)	104		72	
	School Age Slots (6+)	0			360
Schedules	Both Full-time and Part-time slots	76	138		
	Only full time slots			72 (school day)	
	Only part time slots	54			360

Analysis Framework

This study utilized a triangulation approach to data analysis, integrating quantitative and qualitative findings from multiple sources to provide a comprehensive understanding of childcare needs in Mariposa County. Quantitative data from surveys were analyzed using descriptive statistics to identify patterns in demand, supply gaps, and demographic characteristics of families seeking childcare. Qualitative data from focus groups and key informant interviews were analyzed thematically to understand underlying barriers, community preferences, and potential solutions.

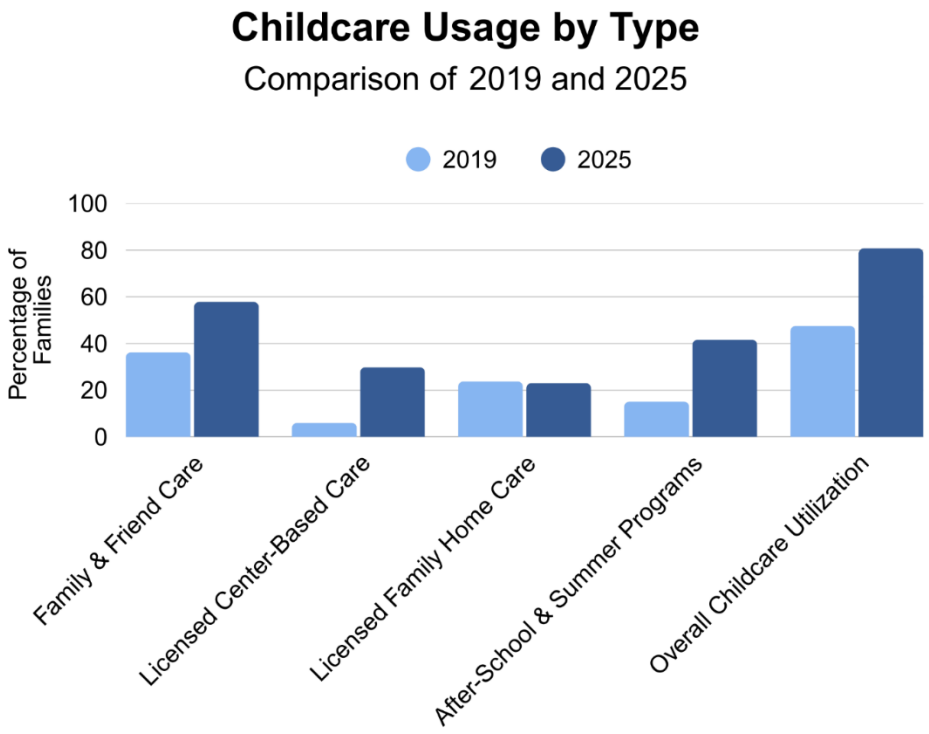
The analysis framework was designed to build upon previous assessments, including the 2009 Mariposa County Childcare Feasibility Study and the 2019 Childcare Needs

[1] Appendices contain copies of the surveys produced by IHSG for this report, June 2025

Assessment, enabling comparisons of evolving needs and changing community dynamics over time. Cross-validation of findings across different data sources helped ensure reliability of conclusions and recommendations.

The complete survey instruments and full datasets from primary data collection activities conducted for this report are provided in **Appendix 1: Primary Research & Data**. For external datasets referenced in this report, only summary data or publicly available information are included, in accordance with usage and confidentiality restrictions.

Parent/Guardian Survey Analysis



Current Childcare Arrangements: The recent parent guardian survey reveals significant shifts in childcare utilization patterns compared to 2019. Currently, 57.8% of families rely on family and friend care arrangements, representing a substantial increase from the 36.2% reported in 2019. Licensed center-based care usage has grown to 29.8% of families, a notable change from just 6% in 2019, due to the opening of a center-based facility, Where the Wild Things Play, in 2021. Licensed family home care has remained relatively stable at 23% compared to 23.7% in 2019. After-school and summer holiday programs now serve 41.6% of families, indicating expanded programming since 2019. The overall childcare utilization rate has increased dramatically, with 80.7% of families

currently using some form of childcare compared to 47.5% in 2019, suggesting either increased workforce participation or expanded access to services.[2]

Unmet Needs Despite Current Arrangements

Despite high utilization rates, the survey reveals significant gaps in meeting families' childcare needs across all service categories. When asked to evaluate whether their current arrangements adequately serve their families, responses indicate a community struggling with insufficient childcare services that fail to fully meet demand.

Families report concerning levels of dissatisfaction when asked whether "The Child Care needs I have for my family are currently being met." Only 24.6% of respondents indicated satisfaction (combining "agree" and "strongly agree" responses), while 40.0% expressed dissatisfaction (combining "disagree" and "strongly disagree" responses). Notably, 32.3% selected "Neither agree nor disagree," suggesting partial gaps even among those with existing arrangements. This pattern indicates that current services, while utilized, do not fully address families' comprehensive childcare requirements.

After-school care emerges as a particularly challenging area, though with somewhat better satisfaction rates than general childcare needs. When responding to "My after-school care needs are being met," 44.6% expressed satisfaction while 24.6% indicated dissatisfaction, with 21.5% remaining neutral. These findings align with broader survey data documenting substantial unmet demand for after-school programming, which ranks among the most frequently cited childcare needs in the community.

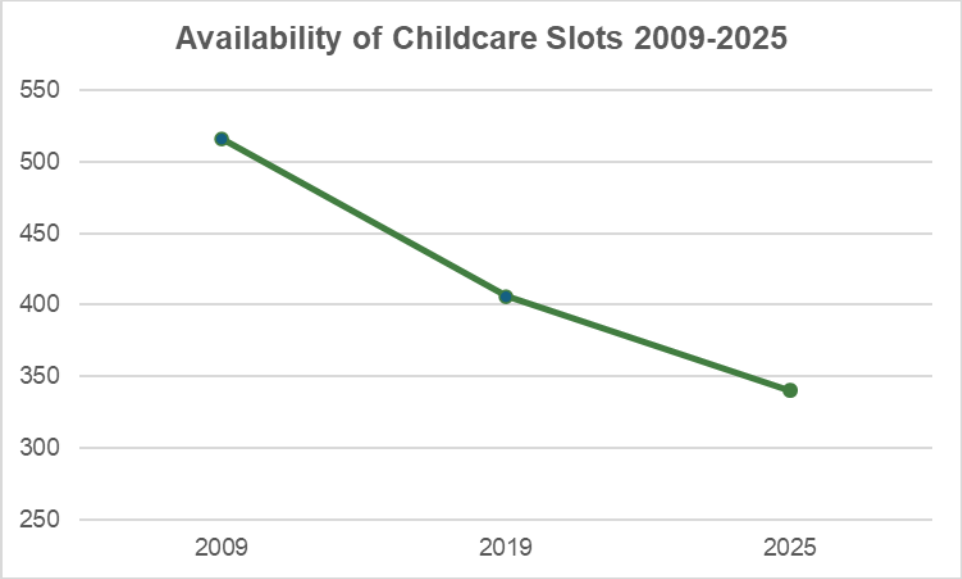
Summer childcare programming presents similar challenges for families, with responses to "My summer programming needs are being met" showing 43.1% satisfaction, 24.6% dissatisfaction, and 23.1% neutral responses. This finding is particularly notable given that 45% of survey respondents expressed interest in accessing Parks and Recreation programs for children ages 7 and older during weekdays at no cost, while an additional 37% indicated interest in Sierra Foothill Conservancy and Mariposa Arts Council Art and Environmental Day Camp program. The disconnect between expressed interest and current satisfaction levels highlights capacity constraints as a critical area of unmet need in the county's childcare system. While the Art and Environmental Day Camp is likely to have capacity to serve additional students, the Parks and Recreation program has limited slots, thus if this is the preferred program, families may not be able to access it due to space limitations. Additionally, the Art and Environmental Day Camp ends mid-July, leaving some families without programming options for the remainder of the summer break. This mismatch between program preference, availability, and

[2] NOTE TO THE READER: Percentages may exceed 100% because families often use multiple care types. Informal care is not counted against licensed childcare slots.

duration forces families to seek alternative arrangements that may not fully meet their needs throughout the entire summer period. The timing gap is particularly acute for children ages 4-6, who do not have summer programming options outside of family home childcare facilities after the Art and Environmental Day camp ends, creating a significant coverage gap for this age group during the latter portion of summer months.

Capacity Analysis Relative to Population Needs

The childcare capacity situation in Mariposa County has evolved significantly over the past fifteen years, revealing concerning trends for early childhood care alongside improvements in after-school programming. Historical data from the 2009 Childcare Feasibility Study shows Mariposa County once had 516 childcare slots for children ages 0-6 and 221 after-school slots, demonstrating substantially higher early childhood capacity than exists today.



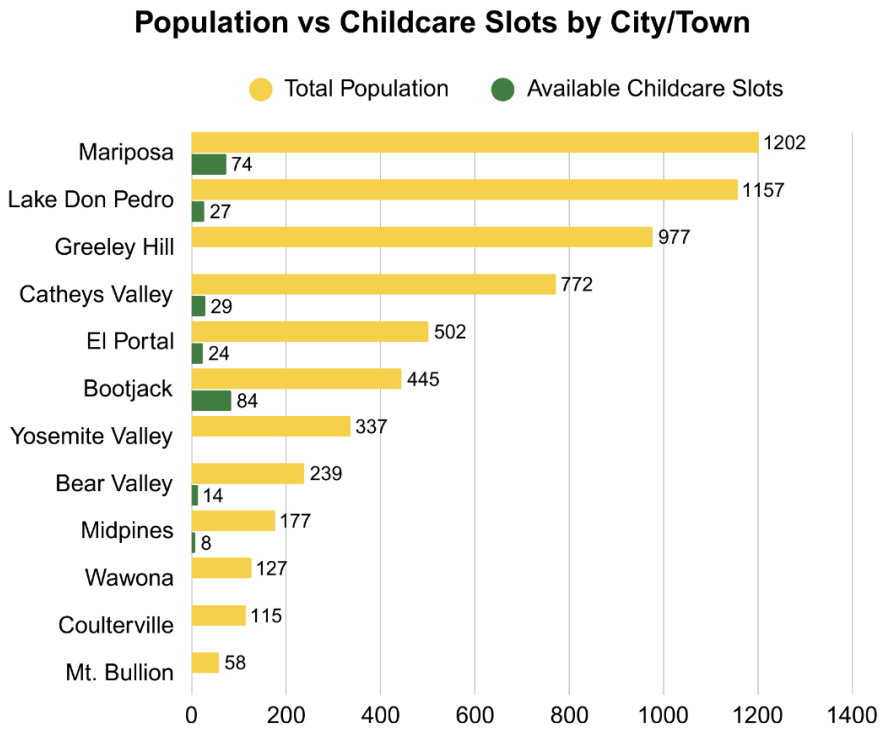
Pre-pandemic data from 2019 indicated Mariposa County had approximately 406 total childcare slots, distributed across 53 half-day preschool slots, 40 slots within or near Yosemite National Park serving NPS employees, and 313 slots provided by family home childcare providers. This represented a decline of 110 childcare slots for young children since 2009.

Currently, there are 360 afterschool slots and 340 other childcare slots, which includes 72 TK slots and 54 part-time care slots through preschools that do not take infants. This represents a net decrease of 66 slots from pre-pandemic levels and a dramatic decline of 176 slots since 2009, despite the addition of Transitional Kindergarten programming and the opening of Where the Wild Things Play in 2021. Contributing to the decrease in childcare slots was the closure of both the Head Start program and the Yosemite National Park Child Care Center located in Yosemite Valley and the capacity reduction

at their El Portal facility, which dropped from 40 to 24 children when the program transitioned from license-exempt to state-licensed status.

Geographic Distribution of Capacity Versus Need

The geographic distribution reveals stark disparities between childcare supply and demand across Mariposa County's expansive 1,463 square miles. Analysis of population centers and available childcare capacity demonstrates significant mismatches between community size and service availability. Mariposa town, the county's largest population center with 1,202 residents[3], emerges as the primary hub with 105 families identifying it as their preferred location for childcare services, supported by 1 childcare facility and 2 family home centers providing 74 total slots. Bootjack, offers the county's highest childcare capacity with 1 facility and 6 family home centers serving 84 children, explaining why 46 families identified it as a preferred location. Cathey's Valley maintains modest capacity with 29 slots from 1 facility and 1 family home center, attracting 26 families as a preferred location.[4]



However, significant gaps emerge in several communities. Yosemite Valley and smaller communities including Wawona, Coulterville, and Mt. Bullion have no childcare capacity. El Portal has a single facility serving 24 children that operates only Monday

[3] https://datausa.io/profile/geo/mariposa-ca

[4] Key Informant Interviews, Mariposa County, CA, June-July 2025

through Thursday, closing on Fridays. Residents in these remote areas report "desperate need" for local options and note that the lengthy commute to Mariposa for childcare makes employment impossible, creating a significant barrier to workforce participation in communities that serve as gateways to Yosemite National Park. There are no local TK options in these communities either.

North County communities face particularly concerning gaps given their population sizes. Greeley Hill, the county's third-largest population center with 977 residents, has no childcare facilities despite its size. According to the planning department, Lake Don Pedro is experiencing population growth in contrast to the county-wide trend of population decline. However, this growing community, which ranks as the county's second-largest population center, has limited childcare infrastructure with only 1 facility and 1 family home center providing 27 total slots. There are no local TK options in North County.

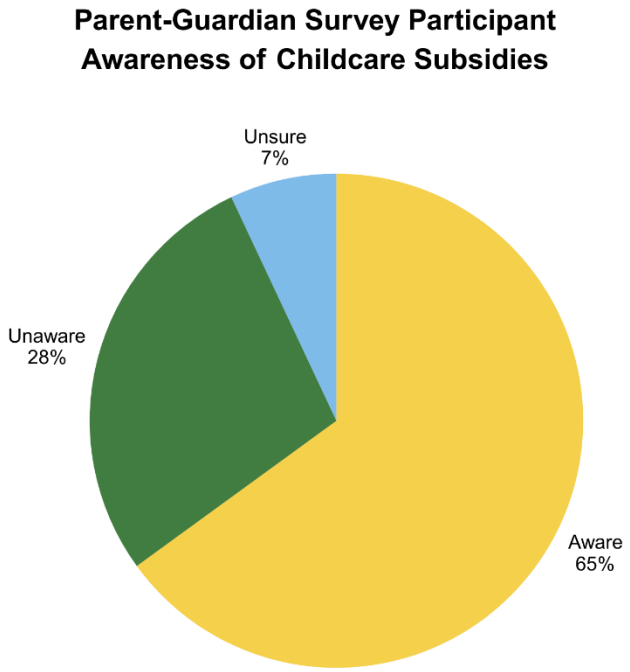
This geographic mismatch between population size and childcare availability creates significant barriers for families in underserved communities, ultimately forcing them into a work-or-childcare dilemma where parents must choose between maintaining employment and caring for their children, as the lack of local options and distance to alternative services makes combining both responsibilities impractical for many families.

What the Community is Saying

Affordability

The most recent Mariposa County Parent & Guardian Childcare Needs Survey reveals that cost remains the most significant barrier to accessing childcare, with parents caught in a challenging financial bind between high care costs and limited access to subsidies. The core affordability challenge was captured perfectly by one parent who stated: "Cost- I make too much for subsidies but too little to afford." This comment encapsulates the critical gap many working families face—earning just above the threshold for assistance but lacking sufficient income to pay market-rate childcare costs.

While 65% of parents are aware of available childcare subsidy programs, awareness does not translate to access for many families. The remaining 28% are unaware of subsidies and 7% are unsure, but even among those who know about assistance, eligibility remains out of reach for families experiencing this middle-income squeeze.



The survey data starkly illustrates the community's limited financial capacity for childcare, with the largest segment of families indicating they can pay only $0-300 monthly per child for both full-time and part-time care, followed by the second-largest group in the $301-750 range. In sharp contrast, very few families can afford higher-cost options, with the $751-1,100, $1,101-1,400, and above $1,401 monthly categories representing only small segments of responding families. This concentration in the lower price ranges ($0-750 per month) creates a significant gap between what families can afford and what quality licensed care typically costs, highlighting the fundamental mismatch between community economic capacity and the true cost of providing professional childcare services.

Quality, Safety, and Educational Standards

Care Quality and Educational Programming

Survey data indicates that families have significant concerns about the quality and educational value of childcare services currently available in the county. Parents consistently express the need for more stimulating, educational environments that include learning activities and developmental support rather than basic supervision. Multiple respondents report experiences with providers who failed to meet their

expectations for child development, school readiness preparation, and engaging programming.

Safety and Environmental Standards

Families frequently mention safety concerns when evaluating available childcare options, including cleanliness, safety protocols, and developmentally appropriate environments. The limited options often force families to choose between local care that does not meet their quality expectations or lengthy commutes to facilities that do.

Wildfire Risk Considerations

A unique challenge for Mariposa County families is concern about childcare facilities located in Wildland-Urban Interface (WUI) areas. Given the county's fire and related disaster risk, families express preference for childcare located in town rather than in higher-risk wildfire zones, further limiting their already constrained options.

Provider Relationships and Professional Standards

Provider Availability and Qualifications

Multiple survey responses cite the scarcity of "qualified care providers" as a primary barrier, reflecting both the limited number of licensed providers in the county and concerns about the training and qualifications of available caregivers.

Trust, Reliability, and Communication

Survey data suggests that families struggle to find providers they feel confident will meet their children's developmental and safety needs while maintaining professional standards. Some families report challenges with provider communication, professionalism, and child engagement, with relationship quality between providers and families varying significantly and affecting family satisfaction with available options.

Special Needs Accommodation

Families with children requiring specialized care report significant challenges finding appropriate services. Survey responses indicate that children with disabilities or special needs face limited acceptance at available facilities, with some families reporting that providers are not equipped to meet their children's specific requirements. Additionally, even when facilities are willing to accept children with special needs, the physical environment and operational constraints may not be conducive to meeting individual needs. For example, children requiring sensory accommodations or quieter environments may struggle in settings where group sizes and facility design limit providers' ability to create appropriate therapeutic spaces or individualized care environments.

Transportation and Access Barriers

Transportation Limitations

Survey responses identify "public transportation" and transportation access as significant barriers to childcare use. The rural nature of Mariposa County means families

without reliable personal transportation face limitations in accessing available childcare options.

Distance and Travel Burden

Even families with transportation report that required travel distances create substantial logistical and financial burdens. Survey data shows families traveling significant distances for childcare, with some reporting round trips of 30 minutes or more, creating both time and cost pressures on working families.

Systemic and Structural Barriers

Waitlist Challenges

The childcare shortage creates extensive waiting lists that significantly impact working families. Survey responses indicate families being placed on multiple waitlists, with some parents reporting they would need to leave their jobs if childcare arrangements fell through.

> "Availability is the issue- we can't even get on a list in some places."
>
> *-Local Parent in Mariposa County*

Schedule Flexibility

Available childcare options often do not align with diverse work schedules, particularly for families in tourism, healthcare, or other industries requiring non-traditional hours. Families needing care that accommodates evenings, weekends, and holidays have limited options.

Financial Requirements

Beyond basic costs, families report additional financial pressures such as paying to hold spots during periods when care is not needed, creating strain for families already managing high childcare expenses. While these requirements create hardship for families, they reflect the financial realities providers face in maintaining business sustainability, as consistent enrollment payments help ensure providers can maintain staffing and operations even when children are temporarily absent. This creates tension between family financial needs and provider business viability in an already constrained childcare market.

Transitional Kindergarten Access

With expanded state TK requirements, families in outlying areas face challenges accessing these programs. While the school district provides bus transportation for students in remote communities to access TK programs, the lengthy bus rides required for young children create concerns for parents about the appropriateness and burden of extended travel times for 4- and 5-year-olds. This transportation challenge, while technically solved through district busing, may still deter families from utilizing TK services due to concerns about the developmental suitability of long commutes for very young children.

Employer and Workforce Perspectives

The Business Case for Childcare

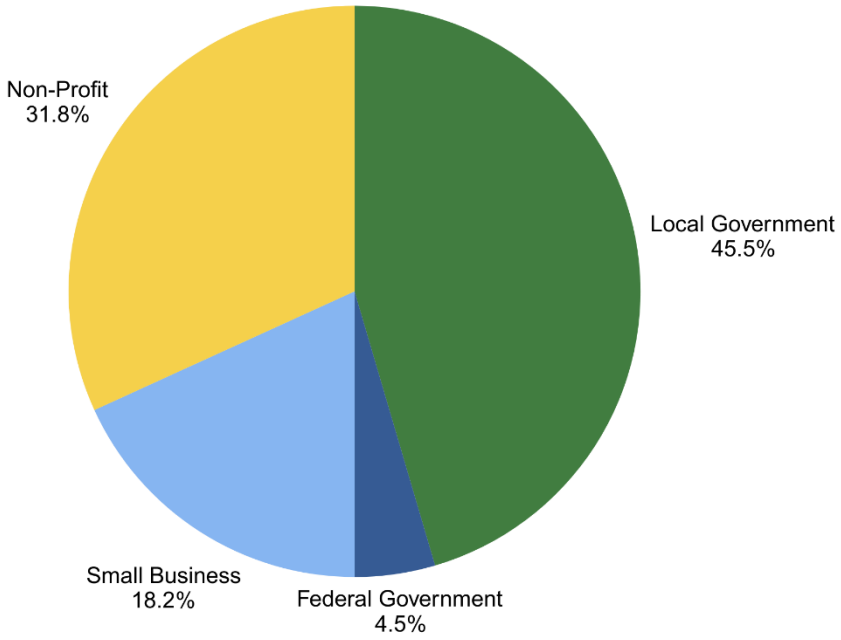
Recognizing the broader economic implications of childcare shortages, a survey of Mariposa County employers was conducted to gather firsthand insight into how these issues affect local businesses. Employers shared experiences related to absenteeism, staff turnover, and workforce stability—offering a clearer picture of how limited childcare access disrupts not just families, but the functioning of the regional economy.

The employer survey gathered responses from 22 organizations across Mariposa County, including local and federal government agencies, non-profits, and small businesses. Most respondents represented small to medium-sized employers, with nearly half employing 25 or fewer people. The survey sample reflected the county's largely small-business-based economy, though it also included a few larger organizations, including one with over 500 employees.

Impact on Business Operations

The survey results reveal that childcare shortages significantly impact business operations across Mariposa County, with 86% of employers (19 out of 22) reporting difficulty filling vacancies or experiencing absenteeism due to childcare-related issues. Only 3 organizations reported no difficulties, highlighting the widespread nature of this challenge across the county's employment sector. The impact varies by work schedule, with standard business hours (8am-5pm) showing the most significant challenges where 8 employers (36%) report manageable impact, 8 employers (36%) indicate the issues regularly impact work, 4 employers (18%) experience frequent impact, and 1 employer

Organizational Respondent Types



(5%) faces severe impact to business operations. Early morning shifts present similar challenges, with 7 employers each reporting manageable impact and regular work disruption, while part-time positions show 8 employers with manageable impact and 6 with regular work disruption.

Absenteeism patterns follow similar trends but often with more severe consequences than vacancy-filling challenges. For standard business hours, 9 employers (41%) report that childcare issues regularly impact work through absenteeism, 6 employers (27%) experience manageable impact, 4 employers (18%) face frequent impact, and 1 employer (5%) encounters severe impact. Seasonal and limited-term work shows a more balanced distribution, with 8 employers reporting no impact, 8 employers experiencing manageable impact, 4 employers facing frequent impact, 1 employer with regularly impacted work, and 1 employer encountering severe consequences. These patterns demonstrate that childcare shortages create persistent operational challenges that affect employers' ability to maintain consistent staffing levels and productivity.

Employer Interest in Childcare Solutions

Employers demonstrate varying levels of willingness to support different childcare initiatives, with some strategies receiving significantly more support than others. The highest level of employer interest centers on increasing awareness of childcare resources, with 20 employers (91%) expressing willingness to help increase awareness of available services and programs. Additionally, 12 employers (55%) indicated they would implement flexible work arrangements or restructure shifts to help employees manage childcare needs, representing a significant opportunity for workplace policy changes that could benefit working parents.

Moderate interest exists for collaborative approaches, with 10 employers (45%) expressing "maybe" interest in participating in childcare co-ops or providing onsite care, and 4 employers (18%) definitely interested in these options. Similarly, 10 employers (45%) showed "maybe" interest in funding transportation for employees' children to access childcare or after-school programs. Lower but still significant interest emerged for direct financial support, where 11 employers (50%) indicated they would not subsidize childcare costs for employees, but 9 employers (41%) indicated "maybe", and 2 employers (9%) were definitely interested. Regarding space and logistical support, 10 employers (45%) were not interested, but 7 employers (32%) indicated "maybe", and 5 employers (23%) were definitely interested in providing facilities or renovation support for childcare initiatives.

Knowledge of Financial Assistance and Workforce Development Implications

Employee awareness of available childcare financial assistance programs presents challenges for both workers and employers in Mariposa County. The parent survey revealed that approximately one-third of respondents either did not know about subsidies or were unsure about available assistance, while the employer survey shows that many employers are uncertain whether their employees are aware of these programs. This uncertainty about awareness levels represents a potential missed opportunity for workforce stability, as some eligible families may be struggling with

childcare costs and employment disruptions when financial assistance could help them maintain stable work arrangements.

From an employer perspective, this lack of awareness creates additional workforce management challenges. Employees who are unaware of available subsidies may make employment decisions based on perceived childcare costs that do not reflect the actual financial assistance available to them. This could lead to unnecessary turnover, reduced work hours, or decisions not to pursue employment opportunities, which impact employers' ability to maintain consistent staffing levels. The disconnect between available resources and employee knowledge suggests a need for improved outreach and communication strategies to ensure working families are aware of existing support programs.

The childcare shortage creates significant barriers to workforce participation and economic development in Mariposa County, with research suggesting that addressing these needs could yield substantial economic benefits. Based on studies of childcare accessibility, addressing childcare needs could reduce employee turnover by 37-60% and decrease absenteeism by 20-30% when reliable childcare becomes available.[5] Furthermore, improved childcare access could increase labor force participation, particularly among women, potentially bringing hundreds of additional workers into the local economy and supporting broader economic development goals for the county.

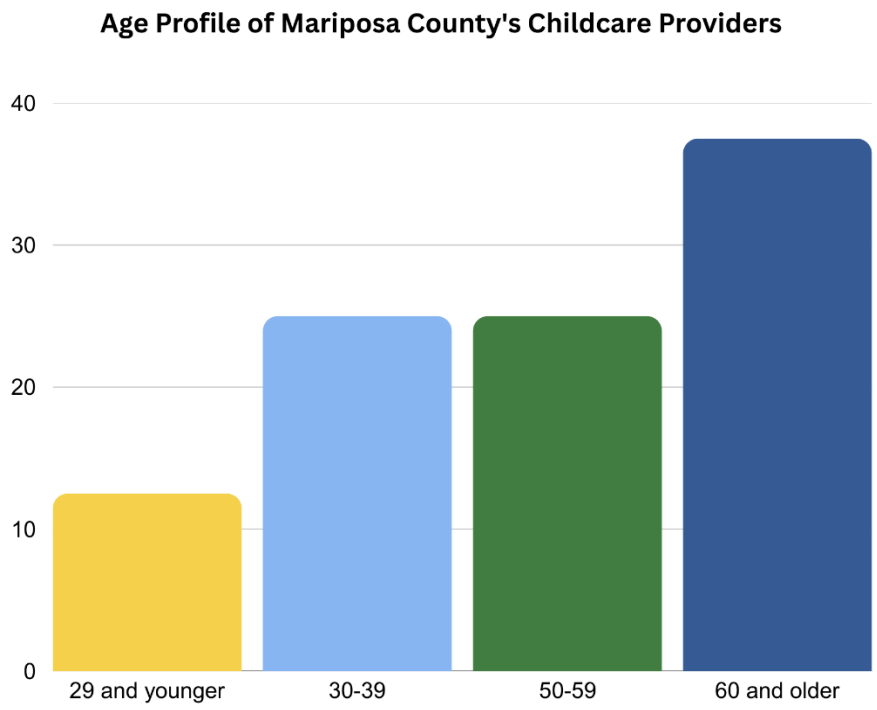
Provider Survey Findings

The Mariposa County childcare provider survey, conducted as part of the California Early Care and Education Workforce Study in 2025, reveals critical insights into the demographics, economic conditions, and future stability of the county's childcare workforce. The survey captured responses from 8 family childcare (FCC) providers, 3 center directors, and 4 center teachers/assistants, providing a comprehensive snapshot of the individuals who form the backbone of the county's childcare infrastructure.

Provider Demographics and Age Distribution

The age profile of Mariposa County's childcare workforce reveals significant disparities across provider types that have important implications for workforce sustainability. Among family childcare providers, 37.5% are 60 years or older, representing the largest single age cohort within this provider category. An additional 25% fall within the 50-59 age range and another 25% in the 30-39 age bracket, with only 12.5% being 29 years or younger. This concentration of older providers suggests that a substantial portion of the family childcare workforce may be approaching retirement age within the next decade.

[5] Shellenback, Karen. 2004. "Child Care & Parent Productivity: Making the Business Case." Cornell University: Linking Economic Development & Child Care Research Project.



In contrast, center-based staff show markedly different age distributions. Center teachers and assistants skew much younger, with 75% being 29 years or younger and 25% in the 50-59 age range. Center directors present a more balanced age distribution, with equal representation (33.3% each) across the 30-39, 40-49, and 50-59 age categories. This age differential between family childcare providers and center-based staff suggests different career trajectories and potentially diverse levels of experience and long-term commitment to the field.

Experience and Tenure in Early Childhood Education

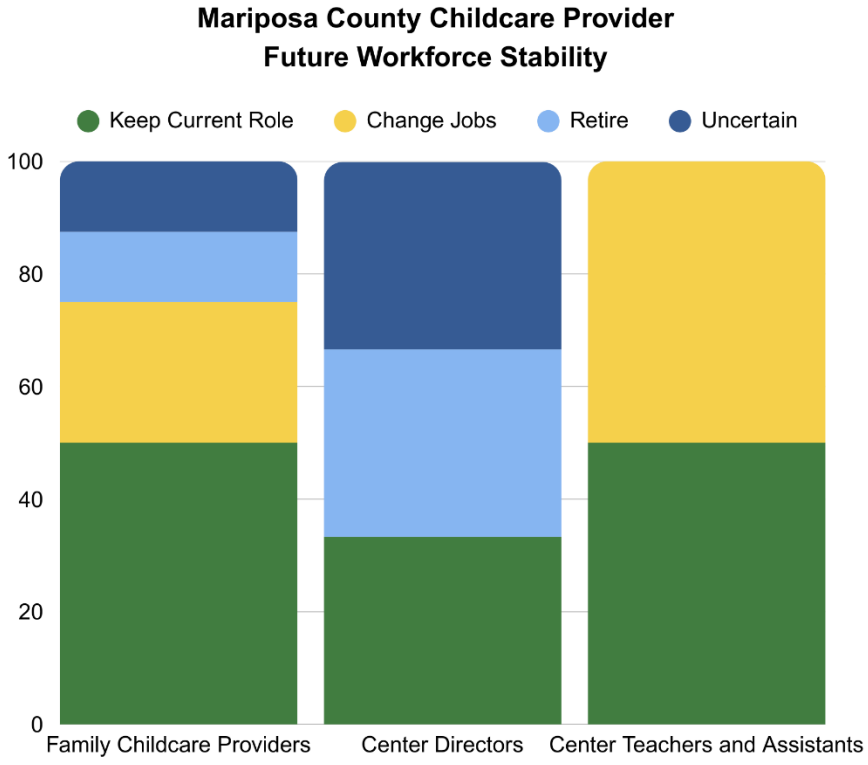
The tenure data reveals a workforce with significant experience, particularly among family childcare providers. Nearly three-quarters of family childcare providers (71.4%) have been in early childhood education for more than five years, with 28.6% having over 25 years of experience in the field. This represents a substantial repository of knowledge and expertise that could be at risk as these experienced providers approach retirement.

Center-based staff present a different tenure profile, with both directors and teachers/assistants evenly split between those with less than five years of experience (50%) and those with 5-15 years of experience (50%). No center-based staff reported tenure beyond 15 years, suggesting either higher turnover rates in center-based settings or that these positions attract individuals at different career stages compared to family childcare providers.

Future Workforce Stability and Retirement Plans

The survey data reveals concerning trends regarding the future stability of Mariposa County's childcare workforce. When asked about their plans for the next three years, only half of family childcare providers (50%) indicated they plan to continue in their current role. A quarter (25%) plan to work in a different job, 12.5% plan to retire, and another 12.5% are uncertain about their future plans. This means that potentially 50% of the current family childcare workforce may not be providing services in the same capacity three years from now.

Center directors show similar uncertainty, with only one-third (33.3%) planning to continue in their current position. Another third plan to retire within three years, and the remaining third are unsure of their future plans. Center teachers and assistants are split evenly between continuing in their current roles (50%) and seeking different employment (50%), with none indicating retirement plans—likely reflecting their younger age profile. During interviews, many Center Directors expressed that it would be difficult to fill their position once they leave.



The leadership crisis extends beyond current directors' retirement plans. Interviews with childcare center operators revealed that nearly all stated the director position would be extremely difficult to fill if the current director left. This finding underscores a critical vulnerability in the childcare system: not only are current directors uncertain about their futures, but there appears to be a severe shortage of qualified candidates ready to step into these leadership roles. The combination of demanding job requirements, modest compensation, and high responsibility levels creates a pipeline problem for center

leadership that could result in program closures rather than smooth transitions when directors depart.

These findings suggest that Mariposa County faces potential significant disruption to its childcare supply as experienced providers exit the field, particularly concerning given the already limited childcare capacity in this rural county.

Economic Conditions and Financial Security

The economic picture for childcare providers in Mariposa County reveals significant financial challenges that are likely to contribute to workforce instability and may influence retirement decisions. The most striking finding is the nearly universal lack of retirement savings among providers: 87.5% of family childcare providers, 100% of center directors, and 100% of center teachers/assistants report having no retirement savings. This absence of retirement planning reflects the broader economic pressures facing childcare professionals and may explain why some providers continue working despite reaching traditional retirement age.

Food security data provides additional insight into providers' economic circumstances. While center directors report complete food security, family childcare providers and center-based teaching staff face more challenging conditions. Among family childcare providers, 50% report having enough of the kinds of food they wanted to eat, 37.5% had enough food but not always the kinds they preferred, and 12.5% sometimes or often did not have enough to eat. Center teachers and assistants are evenly split between those who had sufficient food (50%) and those who had enough but not always their preferred types (50%).

Compensation and Turnover

Center-based childcare programs in Mariposa County show considerable variation in wages and staffing levels. Teacher hourly wages range from $17.25 to $29 per hour, while assistant wages fall between $17 and $22 per hour. However, these positions also experience significant turnover, with some centers reporting as many as five teacher positions turning over in a single year. This high turnover rate not only disrupts continuity of care for children but also increases administrative burden and training costs for center directors.

The staffing data reveals the small scale of center-based operations in the county, with programs typically employing between 5-6 full-time teachers and 0-4 assistant teachers. The combination of modest wages, lack of benefits such as retirement savings, and high turnover suggests that center-based positions may serve as stepping stones rather than long-term career destinations for many early childhood educators.

Housing and Economic Stability

Among family childcare providers, 62.5% own their homes while 37.5% rent, indicating a relatively stable housing situation that may support the continuity of home-based childcare operations. Home ownership among family childcare providers is particularly important given that their businesses are typically operated from their residences, making housing stability directly linked to business continuity.

Focus Groups Summary

Multiple focus groups and stakeholder interviews were conducted as part of the comprehensive childcare needs assessment in Mariposa County, engaging different stakeholder populations to understand the full scope of childcare challenges facing the rural community.

Childcare Providers Focus Group

Three licensed family childcare providers participated in structured interviews that revealed significant operational and business sustainability challenges. The expansion of Transitional Kindergarten (TK) has created difficulties for family childcare providers who must operate under licensing regulations that treat 4-year-olds as preschool-aged rather than school-aged children. When 4-year-olds leave for TK programs, providers face challenges maintaining appropriate age-mixing ratios and enrollment levels, with some having to petition for licensing exceptions to accommodate their changing enrollment demographics.

Providers face numerous operational barriers including location challenges for those outside town limits, vaccination requirements preventing some families from enrolling, and restrictive daily operations requiring 10-hour days with no breaks. Finding reliable substitute staff remains a persistent problem, and many providers struggle with business management aspects, citing the need for specialized support such as CPAs knowledgeable about childcare taxation, updated centralized information systems, and training in QuickBooks, budgeting, and contract management.

The providers identified several support system needs that would enhance the sustainability of family childcare as a career option. These include professional development opportunities, a centralized list of fingerprinted substitute caregivers, floating assistants through Regional Occupational Programs, and enhanced marketing through local media. They also emphasized the value of community connections, suggesting provider networking events, on-site enrichment programs, and transportation services for families to improve accessibility.

Childcare Center Interviews

Interviews with licensed childcare centers across the county revealed complex operational challenges and varying responses to policy changes. The implementation of universal Transitional Kindergarten has dramatically impacted enrollment patterns, with one center reporting their largest graduating class of 16 children, over half going to TK, fundamentally changing their enrollment dynamics as children who previously stayed until age 6 now leave at age 4. However, the impact varies by location, with some rural areas like Lake Don Pedro Elementary reporting no local TK availability, allowing them to maintain full enrollment.

Staffing challenges emerged as a universal concern across centers. Since COVID-19, recruitment has become increasingly difficult due to higher wage expectations, shallow candidate pools in rural areas, limited access to educational opportunities, and the inability to pay living wages in many cases. One center director noted paying staff more than comparable positions in the Bay Area while still starting barely above minimum

wage. Centers have had to be creative with staffing models, with some hiring additional aides to support lead teachers working with children experiencing post-COVID speech and behavior challenges.

Transportation and geographic barriers significantly limit access to center-based care. Several centers noted that transportation challenges, particularly for families in Greeley Hill and Coulterville, prevent enrollment. One center closed a satellite location in 2016 due to insufficient enrollment, and the lack of bus stops in town creates additional barriers for after-school care. Housing challenges compound staffing issues, particularly for centers serving National Park Service employees where housing costs and availability affect both staff and families.

> "Coulterville desperately needs more access to childcare."
>
> *-Anonymous Mariposa County Respondent*

Financial sustainability varies significantly across centers. Some centers operate as nonprofits with grant funding that help manage operational costs, while others struggle with market-rate pricing that creates access barriers. The "benefits cliff" problem was consistently identified, where families earn too much for subsidies but cannot afford full childcare costs. One center reported 75% of families using subsidies, the highest in the director's career, while simultaneously noting that many middle-income families are priced out entirely.

Vaccination requirements have created additional enrollment barriers, with one center reporting six children recently unable to attend due to vaccination status, and medical exemptions being rarely available from doctors. Centers have had to navigate complex policies around vaccination schedules and outbreak protocols while trying to maintain enrollment.

Program structure limitations also affect accessibility. Many centers operate part-time schedules (3-4 days per week or half-day programs) that do not meet the needs of working parents, forcing families to rely heavily on grandparent support or informal care arrangements. The transition to full-day or five-day programming would require significant financial investment and additional staffing that many centers cannot sustain.

Latino Families Focus Group (El Portal)

Eighteen Latino families and guardians participated in focus groups held at Cedar Lodge and Yosemite View Lodge in El Portal during June 2025, facilitated by Cecilia B. Jackson-Castañeda. These sessions revealed how regulatory changes have severely impacted childcare access for working families in the National Park Service community. Seventy-eight percent of participants reported that the transition from operating under a special use permit to California state licensing requirements has affected the Center's ability to serve the same population, as they are now limited to serving children up to age 4 rather than the broader age range, they previously accommodated. This regulatory shift has created significant challenges during the school year and especially during summer months when families work overtime in the high-tourism season, as

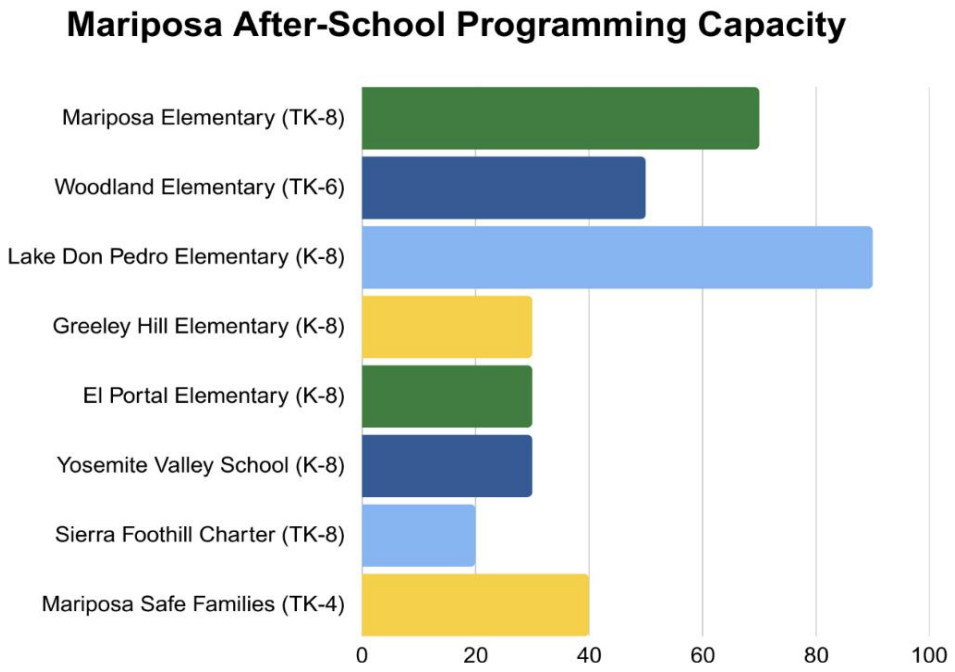
school-aged children who were previously served can no longer be accommodated under the new licensing structure.

Economic barriers emerged as a critical concern, with 94% of participants citing prohibitively high costs for large Latino families. Limited knowledge about available subsidy programs compounds affordability challenges, forcing families to rely on community members and grandparents for informal care arrangements. The situation is compounded by systemic and cultural barriers, as all participants expressed concerns about the current political climate affecting immigrant families, creating fear and mistrust of formal childcare systems regardless of legal status.

Logistical challenges further complicate access, including transportation difficulties and scheduling mismatches between work hours and daycare availability. Most daycares close at 5:00 PM while families work until 4:30 PM, and reliance on the YARTS transportation system creates additional timing conflicts. Language and communication barriers also present ongoing concerns, with families worried about English proficiency affecting their ability to communicate with providers and ensure their children's language needs are met. Additionally, the availability of specialized care for children with disabilities remains extremely limited and financially out of reach for most families.

Additional Parent and Guardian Sessions

Additional focus groups with parents and guardians across the county revealed a childcare system in crisis, with severe provider shortages and most existing providers operating at full capacity. Families report waiting lists of 20+ for after-school care



programs, with many being told they are 7-8 people deep in enrollment queues. Age-specific service gaps are particularly problematic for children aged 5-12, who fall between program eligibility requirements and lack appropriate care options.

Geographic isolation creates substantial transportation burdens, with the nearest daycare facility requiring 30-minute round trips for many families. Rural locations compound these challenges with additional concerns during fire season evacuations and severe weather events, including incidents where children have been trapped at daycare during winter snowstorms when parents could not reach them. The absence of public transportation options leaves families without vehicles with virtually no childcare access.

Seasonal programming gaps create additional hardships, particularly when the Art & Environmental Day Camp program ends in mid-July, leaving a month-long care gap before school starts while parents continue working. The high demand for available programs is evidenced by summer camps filling immediately when registration opens, often requiring parents to register at 6-7 AM to secure spots. This immediate capacity fill demonstrates the severe shortage of programming relative to community need.

Financial Accessibility Crisis

A consistent theme across all stakeholder groups was the "benefits cliff" problem, where families earn too much income to qualify for subsidy programs but cannot afford full childcare costs. This creates an impossible choice between working and providing childcare, effectively trapping middle-income working families without viable options. Center directors noted that while subsidy usage has increased dramatically, many working families remain excluded from assistance despite financial hardship.

Policy-driven financial hardships compound these challenges, including requirements to pay for reserved spots even when children are absent due to illness. This forces families to lose income from missing work while still paying full childcare fees, creating a double financial burden. Vaccination requirements and conflicting information about subsidy program eligibility create additional barriers for some families, further limiting their already scarce options.

Age-specific scheduling conflicts particularly affect families with kindergarten-aged children, as school hours are shorter than full workdays, creating before and after-school care gaps that existing providers may not be able to fill. Uncertainty about transportation services from school to daycare facilities adds another layer of complexity for working parents trying to coordinate care across multiple providers and schedules.

Child Care Supply, Demand, and Access

Current Childcare Provider Inventory

Mariposa County’s childcare system includes three main provider types: licensed center-based facilities, licensed family childcare homes, and license-exempt providers. Despite the diversity of options, overall capacity remains limited relative to community demand. The following data was collected directly from providers, resource-and-referral

agency staff, or county staff using primary data gathered through key informant interviews.

Licensed Center-Based Providers

There are currently five licensed center-based childcare facilities in the county. Two offer full-day care for infants through preschool-aged children, located in Mariposa and El Portal. Together, they provide licensed capacity for 26 infants and toddlers (ages 0–2) and 50 preschool-aged children (ages 3–5). These programs support working families by offering care during standard business hours[6].

The remaining three sites operate as half-day preschool programs aligned with the school year. These serve children ages 3–5, with one accepting potty-trained children as young as 2. Located in Bootjack, Catheys Valley, and Lake Don Pedro, these programs together accommodate 54 children. Availability varies and some have waitlists, while others face lower demand due to the expansion of Universal Pre-Kindergarten, also known as Transitional Kindergarten (TK).

Licensed Family Childcare Homes

Twelve licensed family childcare homes operate throughout Mariposa County, offering a total of 142 licensed spaces. Most accept children as young as four months and provide care across age groups. These homes are located in communities such as Bootjack, Bear Valley, La Grange, Catheys Valley, Mariposa, and Midpines. Individual capacities range from 8 to 14 children, depending on license type[7].

License-Exempt Providers

License-exempt care—such as care by relatives, friends, nannies, public recreation programs, and school-based aftercare—accounts for a significant share of childcare in the Mariposa County's Child Resource and Referral agency (ICES) has 12 documented license-exempt providers, specifically Family, Friends and Neighbors (FFN), but survey data suggests broader use: 26% of parents (93 respondents) rely on this type of care.[8]

Several structured programs also operate as license-exempt. Mariposa Safe Families provides an afterschool program for TK through 4th grade students. Summer options include the Parks and Recreation Summer Program (capacity: 65 children, ages 7–12) and the Art + Environmental Education Day Camp, offered through Sierra Foothill Conservancy and Mariposa County Arts Council, serving TK-6th grade. The latter operates for six weeks in summer and one week during spring break, averaging 121 children per summer week.[9]

Importantly, this Mariposa-based program extends its reach beyond the central county area by providing transportation from North County and El Portal, enabling students from these remote areas to participate.

[6] Key Informant Interviews, Mariposa County, CA, June – July 2025
[7] Key Informant Interviews, Mariposa County, CA, June-July 2025
[8] Key Informant Interviews, Mariposa County, CA, June-July 2025
[9] Key Informant Interviews, Mariposa County, CA, June-July 2025

Transitional Kindergarten and Public Preschool and Afterschool Options

California's Universal Pre-Kindergarten (UPK) policy has expanded early learning access through public schools. UPK includes Transitional Kindergarten (TK) and State Preschool programs, offering free—but optional—early education.

Eligibility and Expansion

TK eligibility has expanded: by 2025–26, all children who turn four by September 1 will qualify. This marks a dramatic increase from prior years, when eligibility was limited to fall birthdays.

Staffing and Class Size

TK teachers must hold credentials and meet ECE-related education or experience requirements. Starting in 2025–26, class sizes will be capped at 24, with a 10:1 student-to-adult ratio. Early-entry classes for younger children will be limited to 20 students.

Local TK Availability

TK is available at several school sites: Sierra Foothill Charter School, Mariposa Elementary (with one early-enrollment class), and Woodland Elementary. No services are available in North County or El Portal/Yosemite, but bus transportation is offered. There are 72 TK slots available in the 25-26 school year. There are no TK services available in North County, El Portal, or Yosemite, however, bussing to TK programs is an option for these students.

TK Utilization Patterns

The most recent data available on utilization patterns comes from a survey of parents and guardians conducted during this project. Only 20 of 161 (approximately 12.5%) respondents reported using TK, likely due to the specific age eligibility rather than low program interest. As full implementation proceeds, TK will play a growing role in local early education. A full review of survey findings is presented later in this report.

TK offers the benefit of a no-cost alternative to private preschool but also presents challenges. Some private providers report reduced enrollment and financial strain as families opt for TK. Many are shifting focus toward care for infants and toddlers.

Afterschool Programs

Mariposa County provides afterschool care through programs operated at each school site within the district as well as at the charter school, offering crucial support for working families during the hours between school dismissal and typical workday conclusion.

"There is no childcare center available. After-school options are limited or nonexistent."

-Parent in Mariposa County

School Readiness

Information in the *2023-24 Annual Report*, and the revised *2025 First Five California Annual Report*, describes recent investments in school readiness strategies. The first supported two preschools (Catheys Valley and Lake Don Pedro) in Mariposa County. The two preschools provided a play-based program that prepares children for kindergarten. At the time these reports were published or revised, the program was free of charge to children in Mariposa.

Another 2022-2023 funded program that was highly successful included hiring an instructional aide to work in the Mariposa Elementary School Transitional Kindergarten (TK) classroom. The instructional aide worked with the reading program/assessments and provided extra assistance to children who were having difficulty. Having the aide in the classroom also provided time for the teacher to work with the children individually. A growing and successful program in Mariposa is the Dolly Parton Imagination Library. The 243 children who were enrolled in 2022–2023 make up almost 25% of the children 0–5 in Mariposa County. [10]

Childcare Affordability Estimates

Affordability remains a critical barrier for many families. With a median household income below the statewide average and nearly one in five residents living below the poverty line[11], many families are unable to absorb the cost of full-time childcare. According to the Massachusetts Institute of Technology (MIT) "Living Wage Calculator," a family with 2 children requiring full time care could expect to pay $19,146 annually for childcare.[12] This represents a sizable portion of income for many low- and moderate-income households.[13]

Mariposa County families face higher relative costs for infant care than for preschool—reflecting statewide trends. Meanwhile, while subsidized care affordability has improved overall, gaps persist for families with infants, non-traditional schedules, or children with special needs. Although supply of licensed care has recovered at the state level, this trend is not uniform, particularly in Northern and rural counties like Mariposa. The expansion of Transitional Kindergarten has also reshaped demand and provider dynamics. Notably, despite substantial increases in public investment in early care and education, enrollment continues to lag, a pattern that may similarly appear in local program participation.

[10] First 5 California, Revised 2025 Annual Report; https://www.ccfc.ca.gov/pdf/about/budget_perf/annual_report_pdfs/FY%202023-24%20Annual%20Report_Final.pdf

[11] U.S. Census Bureau. *QuickFacts: Mariposa County, California (2019–2023)*. Retrieved from https://www.census.gov/quickfacts/fact/table/mariposacountycalifornia

[12] https://livingwage.mit.edu/counties/06043

[13] https://www.theguardian.com/us-news/2025/mar/24/childcare-daycare-cost-absurdly-expensive

Child Health Indicators

Health indicators such as immunization rates, access to a regular medical home, and overall child wellness are directly linked to both the eligibility for and participation in licensed childcare programs. In California, state law requires that children receive specific immunizations before they can enroll in licensed childcare or preschool settings. Data published in 2022 revealed a 91.8% rate for kindergarteners with required immunizations.[14]

While cost, limited availability, and a preference for trusted family-based or in-home care are among the most common reasons parents do not place children in childcare, health-related barriers may also play a role. In communities where families face challenges accessing pediatric care children may be less likely to receive required immunizations, which in turn limits their eligibility for licensed childcare settings. There is evidence, as highlighted in a recent *Los Angeles Times* article,[15] that some parents choose to avoid vaccination requirements by enrolling them in charter schools that may circumvent immunization mandates. This trend suggests that vaccine hesitancy may be a potential contributor to parents' decision making further impacting access to traditional educational and childcare settings.

Policy and Systems Landscape

Federal and state policy shifts are occurring rapidly in California and are expected to significantly impact families in Mariposa County. One notable change is the recent extension of CalWORKs childcare stipends which have changed from supporting 12 months of care to up to 24 months of care for welfare-to-work participants. Leadership at Mariposa County Health and Human Services has reported that the increase from 12 to 24 months will eventually increase the contract cost to support childcare stipends.[16] This will also impact the budget for CalWORKs programs.

In California, CalWORKs childcare stipends are funded through a combination of federal and state resources, specifically the Child Care and Development Fund (CCDF) and state general funds. These funds are allocated to counties based on factors such as the number of eligible children, regional cost of care, and local needs. While these funds are designated for childcare services, they are not unlimited. Each county receives a specific allocation, which is subject to annual adjustments and oversight by the California Department of Social Services (CDSS). Counties must adhere to these allocations and are required to track and report expenditures to ensure compliance with both state and federal guidelines. Additionally, these funds are subject to audits, and any unspent amounts may be reallocated or redistributed in subsequent fiscal periods. While counties have flexibility in administering these funds to meet local needs, they operate within the constraints of their allocated budgets and must manage resources accordingly. If the allocations budgeted are not sufficient to cover the costs for childcare

[14] Mariposa County Summary - Kidsdata.org

[15] https://www.latimes.com/california/story/2025-04-23/independent-study-charter-schools-are-a-soft-spot-in-californias-vaccine-laws-data-show?utm_source

[16] Key Informant Interview, Rebecca Maietto, Mariposa County HHS, August 2025

stipends, California county Health and Human Services agencies use realignment funds to cover overages. Stretching as far back as 2019, the Legislative Analyst's Office (LAO) noted that overall realignment revenues (across all realigned programs) are insufficient to cover the costs of realigned programs over time, and the flow of funds is not flexible enough to allow counties to adapt to evolving requirements.[17]

At the federal level, adjustments to the Child Tax Credit (CTC) and its potential integration with childcare subsidies are also likely to influence family income and childcare affordability. Reinstating or expanding refundable credits linked to childcare expenses could provide families with greater financial support to access quality care.

Funding for Head Start and Early Head Start programs remains a critical factor affecting access to comprehensive early care for low-income families. Although Mariposa County does not have an in-county Head Start center, and will not lose funding directly, residents and regional systems may feel secondary effects. A decrease in funding in neighboring counties could increase demand for providers in Mariposa County and put additional strain on the already limited childcare capacity.

The July 2025 federal tax and spending legislation known as the One Big Beautiful Bill Act (OBBB) includes some benefits for families with children born between Jan. 1, 2025, and Dec. 31, 2028, who may be eligible for a one-time $1,000 payment into special savings accounts. These funds may offset some childcare costs. The bill itself focuses on making 2017 tax cuts permanent and introducing other tax breaks; the bill does not directly increase funding for programs like Head Start.[18]

In California, expansions and policy adjustments to the Transitional Kindergarten (TK) and State Preschool Programs are reshaping early care options. Changes in funding formulas and eligibility requirements are increasingly positioning these programs as alternatives or complements to traditional childcare, influencing family choices and the local provider landscape.

State and local policies related to minimum wage increases and workforce compensation for childcare providers continue to evolve. While higher wages may improve care quality by supporting childcare workers, they can also drive-up costs for families unless offset by subsidies or workforce development incentives.[19]

These represent a sampling of significant policy changes poised to affect childcare access and affordability for families in Mariposa County shortly after the publication of this report and over the coming one to two years.

[17] https://lao.ca.gov/Publications/Report (March and May 2019)

[18] https://www.foxbusiness.com/politics/how-big-beautiful-bill-gives-american-babies-financial-head-start-future

[19] https://www.dir.ca.gov/dwc/minimumwage.htm

ANALYSIS AND FINDINGS

This comprehensive childcare needs assessment for Mariposa County reveals a childcare system facing significant challenges, with fundamental gaps that have intensified since 2019 and now threaten the economic stability of working families and the broader community. Despite increased reported utilization of childcare services—from 47.5% of families in 2019 to 80.7% in 2025—the severe shortage of quality, accessible, and affordable childcare options continues to create cascading impacts throughout the county's economic and social fabric.

Access and Affordability Challenges

The data shows inadequate childcare infrastructure serving a rural community where approximately 1,663 children under age 12 need care during some portion of the day, yet only 340 total childcare slots exist. While after-school programming has expanded since 2009 with 360 after-school slots now available and 41.6% of families utilizing these programs compared to lower usage previously, capacity for younger children has decreased, demonstrating that despite increased demand and community awareness, the overall childcare shortage persists across all age groups.

Mariposa County faces a complex childcare affordability challenge that affects families across the economic spectrum. While 23% of Mariposa County households earn more than $100,000 annually, children face a 20.6% poverty rate according to 2021 Census data. The parent survey responses reveal that even middle-income families struggle with childcare costs, particularly those earning too much for subsidies but insufficient income to comfortably afford market rates.

The survey data shows that cost barriers create a fundamental mismatch between what families can afford and what childcare actually costs. Families face a "benefits cliff" where they earn too much to qualify for subsidies but cannot afford market-rate care. Survey data shows the vast majority of families can only afford $0-750 monthly per child, creating a fundamental gap between community economic capacity and the true cost of quality childcare services. This affordability gap forces difficult choices: parents leave the workforce, accept substandard care arrangements, or exhaust extended family resources to maintain.

> I make too much for subsidies but ~~too little~~ to afford (childcare)."
>
> *-Anonymous Mariposa County Respondent*

The combination of cost barriers, limited availability, and geographic constraints create cascading effects on family stability and community retention. Parent survey data indicates that inadequate childcare options strain extended family relationships when relatives must provide care, impact parents' ability to maintain employment, and influence families' decisions about remaining in the community. Several survey respondents indicated that childcare limitations factor into their considerations about relocating to other communities with better childcare infrastructure.

Economic and Workforce Impact on Businesses

The Mariposa childcare needs assessment reveals substantial impacts on local businesses. The employer survey shows that 86% of employers report difficulty filling vacancies or experiencing absenteeism due to childcare-related issues. From the parent survey, we can see direct evidence of how childcare issues affect the workforce: 85% of employed parents report that childcare issues cause them to be late to work at least occasionally, and 90% report missing work (either partial or full day) due to childcare problems, with impacts ranging across daily, weekly, monthly, and occasional timeframes.

> "I had to leave my job because childcare was more expensive than what I was earning."
>
> *-Anonymous Mariposa County Respondent*

To understand the broader economic implications of these workforce disruptions, studies indicate that each working parent costs their employer an average of $1,150 annually due to childcare-related issues. National data documents show how childcare problems manifest through measurable productivity losses: 25% of parents reduce work hours due to childcare problems, 16% turn down promotions because of childcare constraints, 15% change to part-time work to accommodate childcare needs, and 13% quit jobs entirely due to childcare issues. Additionally, 8% of parents are let go or fired because of childcare-related absences, creating additional recruitment and training costs for employers.[20]

Studies on absenteeism show that 45% of employed parents miss at least one day of work in a six-month period due to lack of childcare, with an average of 4.3 days lost per parent. This results in significant productivity losses and increased recruitment costs for employers, particularly affecting smaller businesses that may have less flexibility to absorb workforce disruptions.[21]

The assessment also reveals impacts on potential workers entering or re-entering the workforce. The parent survey data shows that childcare barriers prevent workforce participation, with parents indicating they cannot maintain employment due to childcare constraints. National data indicates that inadequate childcare access prevents many qualified individuals, particularly women, from participating in the labor force or seeking full-time employment. This represents a significant untapped economic resource for local employers.

The employer survey reveals significant willingness to support childcare solutions, with 91% of employers expressing interest in increasing awareness of childcare resources and 55% willing to implement flexible work arrangements. However, the disconnect between employer interest and available solutions highlights the need for coordinated community responses that leverage private sector engagement.

[20] Powell, Anna, Sarah Thomason, and Ken Jacobs. 2019. "Investing in Early Care and Education: The Economic Benefits for California." Berkeley: UC Berkeley Center for Labor Research and Education.
[21] Powell, Anna, Sarah Thomason, and Ken Jacobs. 2019. "Investing in Early Care and Education: The Economic Benefits for California." Berkeley: UC Berkeley Center for Labor Research and Education.

Provider Workforce Sustainability Concerns

The provider survey reveals that responding childcare providers face a critical economic sustainability challenge that threatens the future of childcare availability in Mariposa County. Among survey respondents, 87.5% of family childcare providers and 100% of center directors and staff report having no retirement savings, reflecting inadequate compensation that prevents providers from building financial security despite their essential role in the community.

This economic insecurity is compounded by an aging workforce approaching retirement among survey participants. The provider survey shows that 37.5% of responding family childcare providers are 60 years or older, yet only 50% of family childcare provider respondents plan to continue in their current role over the next three years. Similarly, only one-third of responding center directors plan to continue, creating a substantial leadership pipeline gap among surveyed providers.

The economic challenges revealed by survey respondents create a vicious cycle for workforce sustainability: if current providers cannot earn a living wage and lack retirement security, potential new providers are unlikely to see childcare as a viable career path. This economic reality means that as experienced providers retire, there may be insufficient economic incentives to attract new providers to replace the lost capacity. High turnover rates in center-based programs, with some reporting five teacher position turnovers in a single year, further disrupts continuity of care and increases operational costs.

Systemic Barriers and Policy Misalignments

Multiple systemic barriers compound the childcare shortage. The expansion of Transitional Kindergarten, while beneficial for child development, has created operational challenges for family childcare providers and centers that must maintain licensing ratios when 4-year-olds leave for TK programs. Regulatory transitions, particularly affecting facilities serving National Park Service employees, have reduced capacity and created service gaps for working families.

Specialized care needs remain largely unmet, with families of children with disabilities or trauma histories reporting significant challenges accessing appropriate services.

The challenges extend beyond immediate service provision to threaten community resilience and long-term sustainability. The intersection of wildfire risk, geographic isolation, economic constraints, and service gaps creates particular vulnerability for families in Wildland-Urban Interface areas. Emergency response planning must account for childcare considerations, as current gaps could compound evacuation and recovery challenges during natural disasters.

Moving Forward: Community Strengths and Required Action

This assessment demonstrates that Mariposa County's childcare challenges require comprehensive intervention addressing both supply-side support for providers and demand-side accessibility for families. The convergence of geographic isolation,

economic constraints, workforce vulnerabilities, and policy misalignments has created a situation that particularly impacts rural and working-class communities.

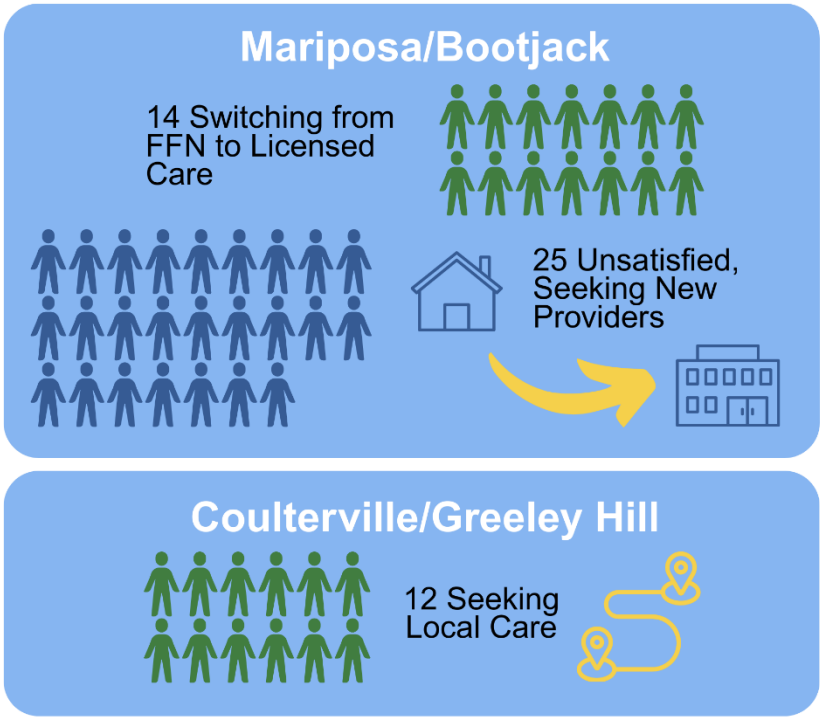
The findings suggest that without significant intervention, the childcare situation will continue to worsen as experienced providers retire, geographic disparities persist, and economic pressures intensify. However, the data also reveals community strengths including employer willingness to support solutions, family resilience in creating informal support networks, and provider dedication despite challenging conditions.

Moving forward, Mariposa County must pursue comprehensive, innovative solutions that recognize the unique challenges of rural childcare delivery while building on community assets and partnerships. The cost of inaction—in terms of family economic security, community retention, and long-term economic development—far exceeds the investment required to build a childcare system that truly serves this rural community's needs. Success will require coordinated efforts across multiple sectors, innovative funding models, and policy solutions that recognize the essential role of childcare in supporting both individual families and broader community resilience.

Closing the Gap: Estimated Childcare Slots Needed

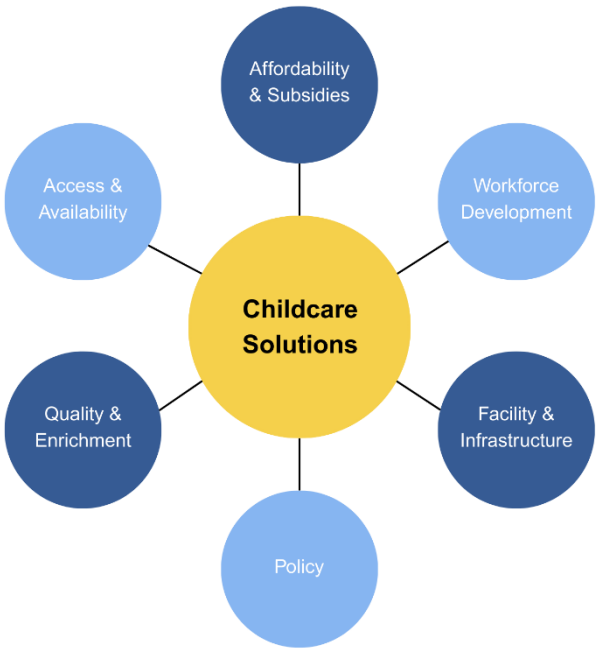
The following analysis estimates the additional childcare slots Mariposa County will need in the near to mid-term to meet demand, highlighting the scale of investment required to close the gap between current capacity and community need.

- Mariposa County needs an estimated 51 additional childcare slots to address current unmet demand. This breaks down into three categories:
- New Demand (14 slots in Mariposa/Bootjack): Families currently using unsatisfactory Family, Friend, and Neighbor (FFN) care who would prefer licensed care in Mariposa or Bootjack represent 14 children needing entirely new childcare slots.
- Transferred Demand (25 slots): An additional 25 families are dissatisfied with their current non-FFN arrangements and would switch to preferred options in Mariposa/Bootjack. These families would shift from existing slots to new opportunities, requiring service improvements rather than net capacity increases.
- North County Demand (12 slots): Survey data identified demand for 12 additional slots in North County communities, which currently have limited childcare infrastructure despite significant populations in areas like Greeley Hill and Lake Don Pedro.



Recommended Solutions

The following recommended solutions build on the assessment's key findings and leverage identified community strengths to address Mariposa County's childcare crisis. With only 340 slots for infant-preschool care and 360 after-school slots serving 1,663 children in need, these interventions target both immediate relief and long-term sustainability. The solutions are designed around demonstrated community assets: 91% of employers are willing to increase childcare awareness, existing informal care networks serving 57.8% of families, and provider dedication despite challenging economic conditions. Rather than requiring entirely new infrastructure, many solutions optimize existing resources and relationships while strategically investing in workforce development and facility improvements. Each solution is paired with realistic funding mechanisms that recognize rural communities' capacity constraints while maximizing available state, federal, and local resources.



1. **Optimize Subsidy Use & Awareness**: Explore each step in the subsidy process to optimize support and service to families to increase awareness, engagement, and reduce waitlists.
2. **Increase Awareness and Access**: Building on the strong foundation of employer engagement revealed in the assessment, immediate awareness and access improvements can be implemented with minimal cost but significant impact. A vaccine awareness campaign targeting parents represents a critical first step, as children cannot participate in licensed daycare programs unless they have begun vaccinations. This initiative should partner with public health

officials and pediatric/family providers to educate families about vaccination requirements for childcare enrollment, with funding available through county public health department existing budgets or California Wellness Foundation grants which target rural areas. CDPH immunization grants would also be a good source of funding, but face uncertainty due to recent federal cuts.

3. **Engage with Employers:** Simultaneously, employers can play a crucial role in improving access to existing resources by integrating childcare subsidy information into new employee orientation processes. Given that 91% of surveyed employers expressed willingness to increase awareness of childcare resources, this represents an immediately actionable solution that requires coordination with ICES and employers to ensure they have the information they need for new hires. This could be accomplished through Mariposa County and the Chamber of Commerce as primary hubs for distributing existing information. If new materials need to be created, implementation can be funded through a partnership with Mother Lode Job Training to access Workforce Innovation and Opportunity Act (WIOA) funds for employer engagement activities, including material development and coordinating information dissemination, or achieved through no-cost implementation leveraging existing HR processes.

   The assessment's finding that 50% of employers showed interest in supporting childcare costs creates an opportunity to explore two complementary approaches to employer-subsidized childcare. First, facilitating an employer consortium to explore shared childcare subsidies or voucher programs would leverage collective purchasing power and shared costs among multiple employers. This collaborative model could make childcare support more financially feasible for smaller employers while creating a larger pool of eligible families, particularly middle-income families who do not qualify for government subsidies but struggle to afford market-rate childcare. Funding for consortium development and coordination could be secured through a partnership with Mother Lode Job Training to access Workforce Innovation and Opportunity Act (WIOA) funds for employer engagement activities.

   Second, encouraging employers to offer Dependent Care Assistance Program (DCAP) benefits to their employees provides immediate childcare cost relief without requiring direct employer subsidies. DCAP allows employees to set aside up to $5,000 annually in pre-tax dollars for eligible dependent care expenses like daycare, preschool, and after-school programs, effectively reducing families' childcare costs by their tax savings. For a family in the 22% tax bracket, this benefit can save over $1,500 annually in combined federal, state, and payroll taxes. Implementation requires no direct employer funding, only administrative setup through existing payroll systems or third-party benefits administrators.

Third, employers interested in more substantial childcare investments can benefit from the federal Employer-Provided Childcare Credit,[22] which offers tax credits up to $150,000 annually to offset 25% of qualified childcare facility expenditures and 10% of childcare resource and referral costs. This incentive could make employer-sponsored childcare facilities or services financially viable for larger employers or business consortiums, particularly when combined with other funding sources. The Mariposa County Chamber of Commerce could lead these initiatives by providing education to member businesses about DCAP benefits, the federal childcare tax credit, and connecting employers with benefits administration resources and facility development guidance.

4. **Develop Workforce:** The aging provider workforce identified in the assessment, with 37.5% of family childcare providers being 60 years or older, necessitates immediate attention to workforce pipeline development. Re-establishing a Regional Occupational Program for childcare workforce development at the high school level represents the most strategic long-term investment in addressing this challenge. This initiative would partner with the local high school to create career pathways leading to early childhood education credentials. Mariposa County Unified School District is open to ideas to best support their students and the community. Additional funding could be secured through Carl D. Perkins Career and Technical Education Act funds, which provide approximately $1.4 billion annually for career technical education programs and specifically allocate funding to rural CTE providers. Continued partnering with community colleges, such as Columbia College or Merced College, brings additional workforce training opportunities and strengthens the pathway from high school childcare training to postsecondary early childhood education credentials.

5. **Increase Awareness of Available Slots:** Responding to provider requests for better visibility and communication tools, creating a Facebook page and digital platform for providers to advertise openings and communicate availability would enable providers to be easily found by families seeking care while ensuring families receive immediate notification of vacancies. This addresses the current lack of coordination among providers and allows families to access real-time information about childcare availability. This could be run by the County, a nonprofit entity, or even a provider as a low-cost option.

6. **Support Family, Friend, and Neighbor care providers:** The assessment's finding that 57.8% of families rely on family and friend care arrangements highlights the need to enhance support for Family, Friend, and Neighbor (FFN) care providers. Increasing support services for informal care providers through

[22] https://www.irs.gov/businesses/small-businesses-self-employed/employer-provided-childcare-credit

training, resources, and stipend programs would strengthen the existing informal network that currently serves many families. This initiative could be funded through United Way community investment funds, as Mariposa County falls within the funding area served by Merced United Way, creating opportunities for community-based organizations and nonprofits to apply for community investment support.

7. **Develop Infrastructure and Facilities:** The geographic inequities identified in the assessment, with entire communities lacking local childcare options, require strategic infrastructure investments that leverage existing county assets. Evaluating county buildings for childcare facility rental should prioritize childcare deserts like North County,[23] while also considering facilities like the Darrah School house, which was identified as a preferred location by many survey respondents and is ready for use as childcare with few renovations needed. *Yosemite Valley is also a childcare desert, but planning has begun for a new solution to address this challenge. See the Yosemite Valley Case Study for more information.*[24]

   This initiative requires completing facility assessments and regulatory compliance reviews for childcare licensing requirements, with funding available through CDBG public facilities and improvements funds (which provide grants to non-entitlement jurisdictions like Mariposa County for community facility construction and renovation, requiring that 70% of funds benefit low- and moderate-income families) or the USDA Community Facilities Direct Loan & Grant Program (which explicitly funds childcare centers in rural areas with populations under 20,000, offering up to 75% grant funding for communities like Mariposa with populations under 5,000 and low median household income).

8. **Develop a HUB**: Survey data demonstrates strong demand for this approach, with 41.3% of parent/guardian respondents indicating they would "absolutely" use a new childcare center in town or were "very likely" to use such a facility. These high-confidence families represent approximately 22 children, 0-5, who would immediately benefit from expanded childcare services, providing a solid foundation for facility utilization and sustainability.

   Developing a Resilience Hub as an integrated service center would address multiple community needs through a single, sustainable facility. This multi-purpose approach recognizes that rural communities like Mariposa County require flexible, multi-use infrastructure to achieve long-term viability. The hub would offer comprehensive services including daily childcare, summer

[23] https://childcaredeserts.org/

[24] Case Study: Yosemite Valley Public-Private Childcare Partnership; see Appendix 8

programming, after-school programs, and emergency childcare for essential workers, creating both routine support and emergency response capacity.

Funding for this comprehensive approach could be secured through California Strategic Growth Council climate resilience programs, which offer multiple pathways aligned with the hub's dual mission. The Community Resilience Centers Program provides up to $98.6 million specifically for neighborhood-level facilities that serve as emergency response centers while offering year-round community services—directly matching the Resilience Hub concept. Implementation grants through the Transformative Climate Communities Program offer awards up to $29.5 million for infrastructure projects that benefit public health and expand economic opportunity in disadvantaged communities. These state funding sources prioritize rural and under-resourced communities like Mariposa County, and the existing momentum from PG&E's current funding of the Resilience Hub's conceptual design positions the county favorably for securing additional implementation funding. The integrated approach of combining emergency preparedness with essential community services like childcare aligns perfectly with California's climate adaptation strategy and commitment to building community resilience in vulnerable areas.

Mariposa County could create a “virtual resource hub” or “cooperative hub network” that combines physical and virtual supports to strengthen the childcare system. **See Appendix 6 for detailed recommendations**. Establishing a coordinated, centralized clearinghouse would streamline services, connect families, and improve access. [25]

9. **County-Led Solutions:** The assessment's finding that 87.5% of family childcare providers and 100% of center directors and staff report having no retirement savings reflects inadequate compensation that prevents providers from building financial security despite their essential community role. One potential solution could involve establishing funding mechanisms for childcare business startup and expansion, designed to help providers access capital for program launch, facility improvements, equipment purchases, and innovation initiatives without depleting their personal resources. These programs would specifically target the upfront costs that create barriers to entering or expanding childcare services.

   Two complementary pathways could address different provider needs and financial circumstances. **A forgivable loan program** would provide grants with service commitments, where providers receive upfront capital that is forgiven after operating licensed childcare in underserved areas for a specified period

[25] For more details, please see Appendix 6

(typically 3-5 years). This approach directly addresses the capital access barrier without adding debt burden to providers already facing financial challenges. Alternatively, a **traditional loan program** with favorable terms could serve providers ready to take on manageable debt, offering below-market interest rates and extended repayment periods through risk-sharing mechanisms that make lenders willing to serve rural markets.

This initiative could be funded through multiple proven funding streams. Community Development Financial Institution (CDFI) Fund awards have already provided over $108 million in loans specifically for childcare services and providers nationwide, with $348 million available in FY 2025 funding. California Infrastructure and Economic Development Bank (IBank) small business finance programs offer loan guarantees up to $5 million with 80% coverage for startup costs and equipment purchases, backed by California's $1.2 billion State Small Business Credit Initiative allocation. CDBG economic development funds represent the most accessible option for Mariposa County, as CDBG specifically supports microenterprise funds that can provide credit and technical assistance for childcare businesses. For the forgivable loan pathway, CDBG economic development funds could be structured as grants to individual businesses that demonstrate job creation for low-income workers. For the traditional loan pathway, these funding sources could work synergistically—with CDBG funds capitalizing a loan fund that CDFIs administer, while IBank programs provide additional loan guarantees to increase lending capacity for rural childcare entrepreneurs.

Creating a **private/public partnership** for county employee childcare would leverage the county's position as a major employer representing a significant portion of the workforce to anchor childcare demand while serving the broader community. This initiative could be funded through government employer-sponsored dependent care assistance programs or public-private partnership financing through the Infrastructure and Economic Development Bank.

The county would serve as the anchor tenant by implementing enhanced dependent care assistance programs for its employees, including expanded Dependent Care FSA contributions up to the $5,000 annual federal limit and direct childcare subsidies for lower-income county workers using appropriated funds as authorized under federal legislation.[26] This employee demand would provide the stable revenue foundation needed to attract private childcare

[26] 40 USC 590 (g), enacted on November 12, 2001, executive agencies may use any appropriated funds, including revolving funds that are ordinarily used for salaries and expenses to assist lower income employees with the costs of childcare

operators willing to develop and manage a facility that serves both county employees and the broader community.

The public-private partnership structure would involve the county providing land or facilities, employee subsidies, and potentially loan guarantees, while the private partner contributes operational expertise, management systems, and additional capital investment. IBank could support this arrangement through infrastructure loans for facility development, bond financing for the public infrastructure components, or loan guarantees that reduce risk for the private operator. Additional funding could be secured through CDBG economic development funds to capitalize the partnership, with CDFI partners providing ongoing lending support for facility improvements and expansion. This model creates a financially sustainable childcare solution by combining the county's workforce demand with private sector efficiency, while serving the broader community's childcare needs through a facility anchored by predictable government employee utilization.

Recommended Implementation Strategy

Implementation should proceed in three phases to maximize impact while building sustainable momentum.

Phase 1: Immediate Impact (November 2025-April 2026) launches quick-win initiatives that leverage existing resources and build a foundation for longer-term investments. Key activities include integrating childcare subsidy information into employer onboarding systems to leverage existing 91% employer willingness to support childcare solutions, creating a provider Facebook page as a low-cost, high-visibility communication platform, preparing CDBG Economic Development grant applications for the 2026 cycle to establish forgivable loan programs, building strategic relationships with CDFIs serving rural California to establish partnerships for future lending programs, conducting comprehensive county building assessments to identify facilities suitable for childcare conversion with immediate announcement of any rental-ready spaces to attract potential providers, implementing vaccine awareness campaigns targeting parents to address childcare enrollment barriers, facilitating employer consortiums for shared childcare subsidies and vouchers, encouraging employers to offer DCAP benefits through Chamber of Commerce leadership, and beginning work with MCUSD or other educational entity to develop an ROP program that will create a pipeline for local childcare workforce development.

Phase 2: Infrastructure Development (May 2026-April 2027) focuses on building the physical and programmatic infrastructure needed to expand childcare capacity. This phase emphasizes comprehensive county building conversions for childcare use,

launching CDBG-funded forgivable loan programs with CDFI partners providing complementary low-interest lending options, implementing FFN care support programs to strengthen informal childcare networks, preparing applications for future California Strategic Growth Council Community Resilience Centers funding when Round 2 opens, establishing provider cooperative hub networks for group purchasing and shared services, and developing enhanced county employee dependent care assistance programs including expanded FSA contributions and direct subsidies for lower-income workers.

Phase 3: Systemic Change (May 2027+) targets long-term sustainability through workforce development and comprehensive facility solutions. Activities include implementing high school ROP program for childcare workforce development, advancing Resilience Hub development integrated with PG&E's ongoing conceptual design, creating comprehensive public-private partnership childcare facilities anchored by county employee demand with private operators managing broader community services, and deploying CDFI-supported low-interest loans for facility improvements and business expansion.

The funding strategy prioritizes immediate opportunities including CDBG Economic Development funds for loan capitalization, employer-sponsored dependent care assistance program implementation, and CDFI partnership development for lending infrastructure. Medium-term opportunities focus on established CDFI lending programs providing low-interest loans for childcare business startup and expansion, state childcare facility development funds, and IBank loan guarantee programs for facility financing. Long-term investment concentrates on comprehensive public-private partnerships anchored by county employee demand, Infrastructure Bank financing for major facility development, and Community Resilience Centers grants when Round 2 applications open.

This comprehensive approach addresses the assessment's finding that Mariposa County's childcare challenges require intervention across both supply-side support for providers and demand-side accessibility for families, while leveraging identified community strengths including employer willingness to support solutions and family resilience in creating informal support networks. The integrated nature of these solutions recognizes that sustainable childcare infrastructure in rural communities requires coordinated efforts across multiple sectors, innovative funding models, and policy solutions that acknowledge the essential role of childcare in supporting both individual families and broader community resilience.

AWARENESS & ACCESS SOLUTIONS

Improving knowledge and utilization of existing resources

- Family Awareness
- Vaccine Awareness Campaign - Partner with public health to educate families about vaccination requirements for childcare enrollment
- Subsidy Information Integration - Add childcare financial assistance info to employer new hire processes
- Provider Visibility
- Digital Communication Platform - Create Facebook page and online platform for providers to advertise openings
- Employer-Supported Benefits
- DCAP Implementation - Encourage Dependent Care Assistance Programs (saves families $1,500+ annually)
- Employer Consortium - Facilitate shared childcare subsidies/voucher programs among multiple employers

WORKFORCE DEVELOPMENT SOLUTIONS

Addressing provider pipeline and sustainability

- Pipeline Development
- High School ROP Program - Re-establish Regional Occupational Program for childcare workforce development
- Provider Support
- Cooperative Hub Network - Enable group purchasing of supplies, insurance, and services for economies of scale
- Professional Development - Expand training opportunities and continuing education for current providers
- FFN Care Enhancement - Strengthen Family, Friend, and Neighbor care through training, resources, and stipends

INFRASTRUCTURE & FACILITY SOLUTIONS

Expanding physical childcare capacity

- Public Facility Utilization
- County Building Conversion - Evaluate and convert county buildings for childcare use, prioritizing childcare deserts
- Comprehensive Service Centers
- Resilience Hub Development - Integrated facility offering childcare, summer programming, after-school programs, and emergency childcare

FINANCIAL SOLUTIONS

Addressing cost barriers and business sustainability

- Provider Business Support
- Forgivable Loan Program - Startup capital for new childcare businesses with service commitments
- Low-Interest Lending - Traditional loans with favorable terms for facility improvements and expansion
- Business Development Grants - Direct funding for equipment, renovations, and program enhancement
- Family Cost Relief
- Employer Subsidies - Direct employer contributions to employee childcare costs
- Public-Private Partnerships
- County Employee Childcare - Anchor facility with county workers serving broader community
- Shared Investment Models - Combined public facilities with private operational expertise

Final Reflections

This Childcare Needs Assessment represents an important starting point for understanding the challenges and opportunities shaping childcare in Mariposa County. The findings and recommendations presented here are intended to guide local leaders, stakeholders, and community members toward informed action that strengthens childcare accessibility, affordability, and quality. While this report outlines critical areas for investment and immediate consideration, it is not exhaustive. Additional analyses, emerging strategies, and potential long-term solutions are provided in the appendices for further review and discussion.

Moving forward, Mariposa County has the opportunity to build upon these recommendations, leveraging data-driven insights and community perspectives to design practical, sustainable solutions that meet the needs of families, providers, and employers alike. By prioritizing childcare as essential community infrastructure, the County can foster not only healthier child development and family stability, but also a more resilient local economy and workforce.

On behalf of the Integrated Human Services Group, we extend our sincere gratitude to the County of Mariposa for entrusting us with this important work. It has been our privilege to collaborate in advancing the shared goal of improving childcare accessibility through careful analysis, broad stakeholder engagement, and actionable recommendations.

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Appendix 1: Primary Research and Data

Parent/Guardian Survey

The Parent/Guardian Childcare Needs Survey was administered from June 9-30, 2025, and was made available in both English and Spanish to ensure broad accessibility. The survey was distributed through multiple channels to maximize reach and participation. Digital versions were collected using Microsoft Forms and made available online through Facebook, Instagram, email listservs, targeted outreach, and MCUSD and SFCS families through ParentSquare. Physical outreach included flyers distributed in Mariposa, El Portal, Lake Don Pedro, and Coulterville, with additional flyers posted at the Parks and Recreation summer day camp, Arts and Environmental camp, and the Farmer's Market. Paper copies were also provided at key community locations including the main branch of the Mariposa County Library and the Health and Human Services building.

The survey yielded 173 total responses, of which 161 were validated for analysis after removing responses from participants residing outside of Mariposa County. Notably, only two paper copies were completed at the library, with the majority of responses collected digitally. Despite Spanish-language availability, no Spanish surveys were completed.

Survey Participant Demographics: The validated sample of 161 parent/guardian respondents represented diverse demographics within Mariposa County. Age distribution showed the largest group was parents aged 35-44 (65 respondents), followed by those aged 25-34 (35 respondents) and 45-54 (19 respondents). The vast majority of respondents were employed (91%), with 15% identifying as Hispanic or Latino. Racial composition included 93 White/Caucasian respondents, 18 Black or African American respondents, 7 Native American respondents, 5 Asian respondents, 5 Bi-Racial/Multi-Racial/Multi-Ethnic respondents, and smaller numbers in other categories. This demographic profile reflects the broader characteristics of families with childcare needs in the county while acknowledging potential underrepresentation of some populations.

Geographic Distribution: Survey responses represented broad geographic distribution across Mariposa County. The largest concentration of respondents came from Mariposa (105 responses), followed by Bootjack (46 responses), Catheys Valley (26 responses), and Midpines (17 responses). Other areas represented included Yosemite (13 responses), El Portal (11 responses), Bear Valley (9 responses), Lake Don Pedro (9 responses), Coulterville (8 responses), and Greeley Hill (8 responses). Smaller numbers of responses came from Hornitos (4 responses), Wawona (3 responses), Hunters Valley (1 response), and other areas (8 responses). This geographic

distribution reflects the rural nature of the county while showing representation from most major communities and unincorporated areas.

Provider Survey

For childcare provider data, this study partnered with the University of California Berkeley, Institute for Research on Labor and Employment. Data on the ECE workforce are drawn from the 2025 California ECE Workforce Study. The provider survey captured responses from 8 Family Childcare Centers and 3 childcare center facilities, providing insights into current supply, capacity, and operational challenges within Mariposa County's childcare infrastructure. Provider survey participants received a $30 Amazon eGift card through the UC Berkeley Center for the Study of Child Care Employment as compensation for their participation.

Provider Demographics: The provider survey respondents represented varying age distributions across different roles within the childcare sector. Among Family Child Care (FCC) providers, the largest group was aged 60 years or older (37.5%), followed by those aged 40 to 49 years (33.3%) and equal representation in the 30 to 39 years and 50 to 59 years categories (25% each). Only 12.5% of FCC providers were 29 years or younger. Center Directors showed different age patterns, with 75% being 29 years or younger and 25% in the 50 to 59 years category. Center Teachers/Assistants were distributed across 30 to 39 years (33.3%), 40 to 49 years (33.3%), and 50 to 59 years (33.3%), with no representation in the youngest or oldest age categories. This age distribution reflects the varying career stages and experience levels within Mariposa County's childcare workforce.

Employer Survey

The Employer Survey was conducted concurrently with the parent/guardian survey from June 9-30, 2025, generating 22 responses from local employers. This survey aimed to understand workplace childcare needs and employer perspectives on how childcare availability affects workforce productivity and recruitment.

Employer Survey Respondents: The 22 employer responses represented diverse organization types across Mariposa County's economic landscape. Local Government entities comprised the largest portion with 10 responses (45.5%), followed by Non-profit organizations with 7 responses (31.8%), Small Businesses with 4 responses (18.2%), and Federal Government with 1 response (4.5%). e

Focus Groups

To gather deeper qualitative insights, multiple focus groups were conducted with different stakeholder populations:

- **Spanish-speaking Focus Group**: Held in-person on June 12th in El Portal with 18 participants, this session provided crucial perspectives from the Latino community on childcare needs and barriers. Participants received a $10 Amazon eGift card as compensation for their time and participation.
- **Family/Guardian Focus Group**: Conducted virtually on June 30th with 5 participants, allowing for detailed discussion of family childcare experiences and needs. Participants received a $10 Amazon eGift card as compensation for their time and participation.
- **ICES Family Focus Group**: The research team participated in an existing in-person ICES family focus group on June 20th with 3 participants, leveraging established community connections. ICES provided stipends for participation in their focus group.
- **Provider Focus Groups**: Two provider focus groups were held on June 17th with a total of 4 attendees, gathering insights from current childcare providers on operational challenges and opportunities. Participants received a $10 Amazon eGift card as compensation for their time and participation.

Key Informant Interviews

Comprehensive key informant interviews were conducted with critical stakeholders across the childcare ecosystem:

Preschools/Childcare Facilities:

- Anita Holt, Catheys Valley Preschool
- Lori Dixon, Where the Wild Things Play
- Mary Weaver, Mariposa Preschool Co-op
- Melodie Thompson, Yosemite National Park Child Care Center

County and Regional Leadership:

- Nikki West, Executive Director, First 5 Commission
- Rosemarie Smallcombe, District 1 Supervisor
- Joe Lynch, Mariposa County CAO
- Ben Goger, Mariposa County Planning
- Will Fasset, Mariposa County Planning

Support Organizations:

- Amber Chambers, Executive Director, Local Childcare Planning Council

- Shana Bender, CCIP/R&R Coordinator, ICES
- Sarah Phillips, Center Manager, Mother Lode Job Training
- Alex Bloom, Economic Development Manager, Mother Lode Job Training
- Gabe Edwards, Mariposa Chamber of Commerce

Subject Matter Experts:

- Laura Pryor, Research Director, California Budget and Policy Center
- Anna Powell, Senior Research and Policy Analyst, UC Berkeley Center for the Study of Child Care Employment

Study Limitations

While this comprehensive methodology captured diverse perspectives across Mariposa County's childcare ecosystem, several limitations should be acknowledged when interpreting findings:

Sample Size Constraints: The relatively small population of Mariposa County (approximately 17,131 residents) inherently limits sample sizes across all data collection methods. With 161 validated parent/guardian survey responses representing families in a county with an estimated 1,663 children under age 12 needing care,[27] the sample provides valuable insights but may not capture all demographic subgroups proportionally.

Employer Representation: The 22 employer survey responses, while valuable, represent a small fraction of the county's business community, where 71% of businesses are microenterprises with 4 or fewer employees. This limits the generalizability of employer perspectives across the diverse economic landscape.

Seasonal Timing: Data collection during June may have influenced responses, as this period coincides with the end of the school year and beginning of summer, potentially affecting childcare needs and availability patterns that differ during other times of the year.

Cultural and Language Barriers: Despite offering Spanish-language materials, the lack of Spanish survey completions indicates potential barriers in reaching the Latino community effectively.

[27] https://dof.ca.gov/forecasting/demographics/

Focus Group Representation: While focus groups provided rich qualitative data, the small group sizes (ranging from 3-18 participants) and potential self-selection bias of participants may limit the representativeness of perspectives captured.

This comprehensive methodology ensured multiple perspectives were captured, from families seeking care to providers delivering services, employers requiring workforce support, and policymakers responsible for developing solutions. However, these limitations should be considered when developing policy recommendations and planning future data collection efforts.

The complete survey instruments and full datasets from primary data collection activities conducted for this report are provided in the appendix. For external datasets referenced in this report, only summary data or publicly available information is included, in accordance with usage and confidentiality restrictions.

Appendix 2: Secondary Data

This section summarizes validated secondary data on the childcare landscape in Mariposa County, drawn from federal, state, and local sources. The data, primarily from 2020–2024, highlights demographics, economic conditions, childcare availability, access barriers, health indicators, and workforce dynamics. All information reflects the most recent data available, cross-checked and verified where possible.

These findings provide essential context for understanding childcare needs, identifying disparities, and informing the analysis in the first segment of the report, in alignment with Mariposa County's unique social, economic, and policy environment. Citations are included via footnotes, with full source documentation in the report appendices.

Demographic Overview

Mariposa County, a rural community located in California's Sierra Nevada region, had an estimated population of 17,264 residents in 2023. It is one of only three counties in California with no incorporated cities. Mariposa County has 17 communities that are recognized as census-designated places for statistical purposes. The town of Mariposa is the county seat with an estimated 2023 population of 1,202, declining from 1,526 persons in 2020.[28] Other areas of the county have more wide-spread populations with unique and distinct identities.

Some additional communities include Catheys Valley (pop. 829), Coulterville-Greeley Hill (pop. 927), El Portal (pop. 372), and La Grange/Lake Don Pedro (pop.1,765).[29]

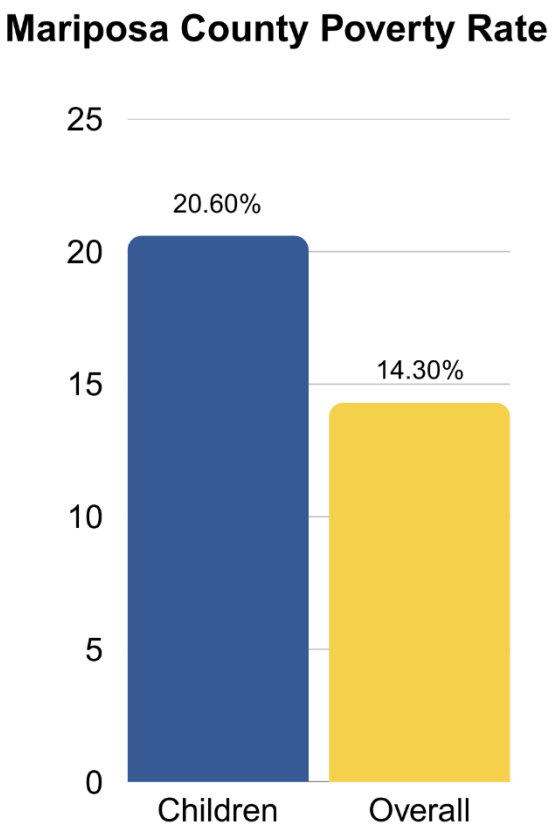
Among them, approximately 749 children are under the age of six, and an estimated 1,663 children fall within the 0–12 age range.[30] The county's racial and ethnic composition is predominantly White (Non-Hispanic), comprising 74.9% of the population, followed by Hispanic or Latino residents at 14.1%, and American Indian/Alaska Native residents at 3.5%.[31] About 8.6% of residents speak another language at home, most often Spanish.[32]

[28] https://datausa.io/profile/geo/mariposa-ca
[29] https://data.census.gov; retrieved August 2025 from U.S. Census Bureau. (2020 census)
[30] California Department of Finance. (2023). E-2 Population Estimates by Age and Race/Ethnicity. Retrieved from https://dof.ca.gov/forecasting/demographics/
[31] U.S. Census Bureau. (2023). QuickFacts: Mariposa County, California. Retrieved July 2025 from https://www.census.gov/quickfacts/mariposacountycalifornia
[32] U.S. Census Bureau. (2023). QuickFacts: Mariposa County, California. Retrieved July 2025 from https://www.census.gov/quickfacts/mariposacountycalifornia

Household composition reflects a range of family structures, with between 29.1%-31.48% of households with children headed by a single parent.[33] Approximately 14.4% of families are multigenerational or extended household arrangements, many of which include a single parent in the family composition[34].

Economic Indicators

Mariposa County has a median household income of $62,899, significantly lower than the California state median of $91,905[35]. According to 2022 poverty data, economic hardship continues to impact many residents. Mariposa County's overall poverty rate is 14.3%, with a child poverty rate of 20.6%. This reflects an increase from the 2009 Mariposa Childcare Feasibility Study, which reported a child poverty rate of 17%.[36]



[33] U.S. Census Bureau. American Community Survey (ACS) 5-Year Estimates (2018–2022), Table S1101. Retrieved from https://data.census.gov/
[34] Ibid
[35] U.S. Census Bureau. American Community Survey (ACS) 5-Year Estimates (2018–2022), Table S1101. Retrieved from https://data.census.gov/
[36] KidsData.org (Lucile Packard Foundation for Children's Health). Child Poverty, by County (2022). Retrieved from https://www.kidsdata.org/topic/44/childpoverty/em

Mariposa County's economy is primarily service-based, driven by sectors like tourism—particularly due to its proximity to Yosemite National Park—as well as education and local government employment.[37]

Unemployment rates have improved since the 2009 Feasibility Study was published. The California Employment Development Department revised August 2009 unemployment data shows an unemployment rate of 8.6%. By contrast, as of August 2024, the county's unemployment rate stood at 5.0%, with seasonal fluctuations that reflect the cyclical nature of tourism in the region.[8]

Approximately 43.8% of workers in the county are employed by private companies, followed by 33.6% local, state, and federal government workers, 10.4% private not-for-profit workers, and 10.3% self-employed (non-incorporated) business workers and unpaid family workers. Roughly 1.9% of Mariposa's workers are self-employed in an incorporated business. Median household income has risen significantly since the 2009 Childcare Feasibility Study, increasing from $38,757 to an estimated $65,378 in 2023. However, despite this growth, income levels in Mariposa continue to lag behind the state overall. Mariposa earners receive approximately 68% of the income earned by Californians statewide—a slight decline of 1.2% compared to the county's relative standing in 2009.

Median income for men is $50,522, and $42,207 for Mariposa County women.[38] Within Mariposa County, among individuals aged 15 years and older with income, there were 7,008 men and 6,186 women in the workforce. Among them, 2,905 men were engaged in full-time, year-round employment, while 2,114 women were in full-time, year-round roles.[39]

The industries with the best median earnings for men in 2023 are Public Administration ($94,125), Manufacturing ($81,510), and Educational Services, & Health Care & Social Assistance ($80,625). The industries with the best median earnings for women in 2023 are Public Administration ($60,962), Educational Services, & Health Care & Social Assistance ($57,153), and Finance & Insurance, & Real Estate & Rental & Leasing ($56,250).[40]

Public Assistance and Family Supports

In 2024, Mariposa County maintained an average of 1,897 active households receiving CalFresh benefits (also known as Supplemental Nutrition Assistance Program/SNAP, or

[37] Mariposa County Economic Development Corporation. (2023). Economic Profile. Retrieved from https://www.mariposacounty.org/

[38] https://labormarketinfo.edd.ca.gov/geography/mariposa-county.html. Retrieved August 2025

[39] https://www.neilsberg.com/insights/mariposa-county-ca-income-by-gender/

[40] https://datausa.io/profile/geo/mariposa-county-ca

Food Stamps), supporting a total of approximately 3,137 individual participants.[41] Among CalFresh recipient households, nearly half, 49.8%, include children.[42] This nutrition assistance program continues to serve as a vital resource for low-income residents, helping to address food insecurity across the county.

During the same year, the county supported an average of 206 active households through the CalWORKs program (the California program name for “welfare to work” in the Temporary Aid to Needy Families-TANF program). These households included a total of approximately 550 individual participants, with adults and children both benefitting from the services provided. On average, 164 of these participants were (Mariposa County, Health and Human Services, 2025) adults, while 382 were children, highlighting the program's role in supporting families with young dependents[43]. As of 2023, an estimated 215 children under age five were enrolled in the Women Infants and Children (WIC) program.[44] These figures reflect the county's ongoing commitment to meeting the basic needs of its residents through essential public assistance programs.

These subsidies are processed and issued by Infant/Child Enrichment Services (ICES), a longstanding public-benefit non-profit serving Tuolumne and Mariposa counties. This agency also provides resource and referral services and parenting support, helping families find and afford quality care.[45]

The following table describes the numbers of children served in a subsidy program from Fiscal Year 2019/20 to 2024/25.[46]

[41] Mariposa County, Health and Human Services, CalFresh Data, 2025
[42] Statisticalatlas, Mariposa County; https://statisticalatlas.com/county/California/Mariposa-County/Food-Stamps
[43] Mariposa County Health and Human Services, CalWORKs data, 2025
[44] California WIC Association. (2023). WIC Program Participation Reports. Retrieved from https://calwic.org
[45] https://www.mariposacounty.org/319/Parent-Resources
[46] Infant/Child Enrichment Services, report on childcare subsidy usage, July 2025

Child Care Subsidy Usage Chart

	19/20	20/21	21/22	22/23	23/24	24/25
July	112	112	98	105	101	106
August	124	115	98	105	104	111
September	108	108	95	109	97	106
October	105	102	96	107	99	109
November	115	100	94	108	95	114
December	112	98	95	110	99	112
January	115	95	101	106	99	116
February	107	98	106	111	103	112
March	107	94	117	107	108	116
April	112	99	115	104	110	122
May	102	93	108	101	113	119
June	113	101	104	98	115	122
Total	1332	1215	1227	1271	1243	1365

Procedural and administrative factors may influence the speed with which families access childcare subsidies. Ensuring timely follow-up and streamlined processing could help families utilize available resources more efficiently and support their continued workforce participation.

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Age Demographics and Population Trends

Mariposa County is characterized by an aging population, with a growing proportion of older adults and a relatively small share of young children. According to population projections from the California Department of Finance, the county is expected to experience either a modest decline or stabilization in the number of children over the next 5 to 10 years. Current estimates show that only 3.34% of the county's population is under the age of five, while individuals aged 70 and older make up more than 20% of the total population.[47]

[47] https://www.neilsberg.com/insights/mariposa-county-ca-population-by-age/

Population by Age Group in Mariposa County

Age Group	Population	% of Total Population
Under 5 years	570	3.34%
5 to 9 years	1,022	5.99%
10 to 14 years	747	4.38%
15 to 19 years	682	4.00%
20 to 24 years	647	3.79%
25 to 29 years	773	4.53%
30 to 34 years	1,021	5.98%
35 to 39 years	837	4.91%
40 to 44 years	994	5.83%
45 to 49 years	963	5.64%
50 to 54 years	933	5.47%
55 to 59 years	1,375	8.06%
60 to 64 years	1,487	8.72%
65 to 69 years	1,462	8.57%
70 to 74 years	1,350	7.91%
75 to 79 years	1,112	6.52%
80 to 84 years	542	3.18%
85 years and over	543	3.18%

The majority of households in Mariposa County do not include children, with only 26.3% of households reporting children present and 73.7% without.[48] According to Kidsdata.org, there were an estimated 490 children ages 0–2 and 432 children ages 3–5 living in the county. In total, approximately 2,705 children between the ages of 0 and 17 reside in Mariposa County.

These figures reflect the county's aging population and help explain the complexity related to demand for childcare services.

[48] https://www.kidsdata.org/region/353/mariposa-county/summary#6/demographics

Appendix 3: Funding Landscape and Opportunities

Provider Funding Models

Licensed childcare providers in Mariposa County operate under diverse funding structures that directly impact their financial viability and service capacity. Understanding these models is essential for recognizing the economic challenges and opportunities within the local childcare market.

Private Pay Operations

Many licensed providers rely primarily on private-pay families, where parents pay the full cost of care directly to the provider. The Mariposa County Parent and Guardian Childcare Needs Survey reveals significant variation in families' ability to pay, with affordability being a major concern. Private-pay providers face the challenge of setting rates that both cover their operational costs and remain accessible to families in their community. In low-income areas, providers often struggle to charge rates sufficient to sustain their businesses, as families cannot afford to pay the true cost of quality care.

Mixed Funding Models (Subsidies + Private Tuition)

The most financially viable model for many providers combines private-pay families with children whose care is funded through various subsidy programs. This mixed approach helps stabilize revenue streams and makes care more accessible to diverse families.

California's subsidy system provides multiple reimbursement structures:

Standard Reimbursement Rate (SRR): A uniform statewide rate that provides $9,050 annually for center-based care and $8,931 for family childcare homes serving preschool-age children.

Regional Market Rate (RMR): County-adjusted rates that account for local cost-of-living differences, providing $11,273 annually for centers and $8,152 for family childcare homes.

State Preschool Rate: Targeted funding at $10,114 annually for full-time programs, though this requires meeting higher quality standards with developmentally appropriate curriculum and enhanced staff qualifications.[49]

However, significant challenges exist within the mixed funding model. Providers caring for subsidized children often experience revenue fluctuations due to attendance-based payments, complex reporting requirements, and potential delays in reimbursement.

[49] Legislative Analyst's Office (2016-2017), as reported in "Investing in Early Care and Education: The Economic Benefits for California," Table 3. Breakdown of ECE Costs/Reimbursement Rates by Program, 2016-2017.

Research shows that after covering basic expenses, providers accepting subsidies are typically left with very low earnings, forcing many to finance quality improvements at the expense of their wages.[50]

Grant-Funded and Nonprofit-Operated Programs

Some licensed providers operate through nonprofit organizations or receive dedicated grant funding, which can provide more stable financial foundations. Major public funding streams include:

Head Start: Federally funded programs serving low-income families, with approximately $1.083 billion in funding statewide and serving over 101,000 children.

California State Preschool: State-funded programs with $1.241 billion in appropriations are serving 165,630 children, though nearly 12% of allocated funding goes unused due to provider disincentives.

Transitional Kindergarten: School district-operated programs funded through the Local Control Funding Formula, serving approximately 90,000 children with $808 million in funding.[51]

Grant-funded and nonprofit models often provide more comprehensive support systems, including professional development opportunities, administrative assistance, and connections to additional community resources. However, these programs typically require adherence to specific quality standards, reporting requirements, and operational guidelines that may limit operational flexibility.

Financial Sustainability Issues

Interviews with Mariposa County childcare providers reveal complex operational challenges that directly impact financial sustainability. The expansion of Transitional Kindergarten has created particular difficulties for family childcare providers who must operate under licensing regulations that treat 4-year-olds as preschool-aged rather than school-aged children. When 4-year-olds leave for TK programs, providers face challenges maintaining appropriate age-mixing ratios and enrollment levels, with some having to petition for licensing exceptions to accommodate their changing enrollment demographics.

Providers face numerous operational barriers including location challenges for those outside town limits, vaccination requirements preventing some families from enrolling,

[50] http://www.earlychildhoodfinance.org/downloads/2010/Lessons from Cost Modeling7.27.10.pdf
[51] Investing in Early Care and Education: The Economic Benefits for California," Table 1. Major Public ECE Programs, 2017-2018. Sources: Legislative Analyst's Office, National Head Start Association, California Department of Education.

and restrictive daily operations requiring 10-hour days with no breaks. Finding reliable substitute staff remains a persistent problem, and many providers struggle with business management aspects, citing the need for specialized support such as CPAs knowledgeable about childcare taxation, updated centralized information systems, and training in QuickBooks, budgeting, and contract management.

Since COVID-19, recruitment has become increasingly difficult due to higher wage expectations, shallow candidate pools in rural areas, limited access to educational opportunities, and the inability to pay living wages in many cases.

While nonprofit and grant-funded childcare programs — including Head Start, California State Preschool, and Transitional Kindergarten — currently provide more stable financial support and comprehensive services, they remain vulnerable to shifting federal and state policy priorities. Proposed federal budget cuts and ongoing debates over the future of early childhood education funding could significantly reduce or eliminate key streams like Head Start, making these models increasingly uncertain. This creates a challenging environment for long-term planning, as providers relying on these sources may face sudden funding losses, threaten service continuity and limit their ability to meet growing demand.

The diversity of funding models reflects the complex landscape providers must navigate to maintain financially sustainable operations while serving families across the economic spectrum. Each model presents distinct advantages and challenges that impact provider viability and community access to quality childcare services.

Workforce Development Funding

Workforce development funding represents a critical opportunity to strengthen the early care and education sector in Mariposa County. Given the county's unique economic characteristics—where 71% of businesses are microenterprises with four employees or fewer and nearly half the workforce is employed in the service industry requiring non-traditional hours—strategic access to workforce development investments could simultaneously address childcare shortages while supporting local economic development.

Federal Tax Incentives for Employer Childcare Investment

The Internal Revenue Service offers a significant tax credit that could incentivize Mariposa County employers to invest in childcare solutions for their workforce. The Employer-Provided Childcare Credit (IRC Section 45F) provides employers with a federal tax credit up to $150,000 annually to offset costs associated with providing childcare services to employees.

The credit structure covers two types of qualified expenditures:

- **25% of qualified childcare facility expenditures**, including costs to acquire, construct, rehabilitate, or expand childcare facilities, as well as operating expenses such as employee training, scholarship programs, and increased compensation for childcare workers with higher qualifications
- **10% of qualified childcare resource and referral expenditures**, covering amounts paid under contracts to provide childcare resource and referral services to employees

This federal incentive aligns particularly well with Mariposa County's private sector employers, where the survey findings show that 23% of employers expressed definite interest in providing facilities or renovation support for childcare initiatives, and an additional 32% indicated potential interest. For the county's small businesses—who comprised 18.2% of employer survey respondents and represent the majority of the county's tax-paying business community—this tax credit can reduce the net cost of facility development or operational support by up to 25%, making employer-sponsored childcare solutions more financially viable. Given that 71% of Mariposa County businesses are microenterprises with four employees or fewer, this federal tax incentive could particularly benefit small business collaboratives or consortiums that pool resources to develop shared childcare facilities, supporting both workforce retention goals and the county's broader economic development objectives.

Investments in ECE Training, Stipends, and Scholarships

Mariposa County's rural context creates both challenges and opportunities for workforce development in early care and education. The county's workforce faces distinct challenges: approximately 35% of households earn less than $35,000 annually, yet 23% earn more than $100,000, creating diverse income levels that affect both the demand for and ability to pay for childcare services.

California's early care and education workforce broadly faces significant wage challenges, with childcare workers earning a median wage of just $12.29 per hour and preschool teachers earning $16.19 per hour—both well below living wages.[52] However, targeted workforce development investments can break this cycle by providing financial support for education and training while creating pathways to wage increases tied to educational attainment.

Child Care Initiative Project (CCIP) provides dedicated state funding specifically for home-based childcare capacity and quality improvement. Established in the mid-1980s,

[52] Powell, Anna, Sarah Thomason, and Ken Jacobs. 2019. "Investing in Early Care and Education: The Economic Benefits for California." Berkeley: UC Berkeley Center for Labor Research and Education.

CCIP receives $5 million statewide annually and focuses on helping unlicensed providers obtain licensure, assisting small home-based providers to grow their capacity to serve infants and toddlers, and implementing provider retention strategies. ICES currently receives this funding and uses it to recruit, support, and train people who want to become a licensed Family Child Care Home provider. Additionally, they provide support, technical assistance, and training to license exempt/FFN providers. They are working to reinstate FFN playgroups and mini trainings.

Quality Counts California (QCC) Workforce Pathways Grants are funded by the California Department of Social Services, these grants provide stipends for completing professional learning activities, support for Child Development Permit acquisition, and education and training reimbursement. Due to Mariposa County's limited allocation, Merced County Office of Education operates as a consortium partner with Mariposa to deliver professional learning opportunities for licensed providers. This partnership arrangement helps smaller rural counties like Mariposa access workforce development resources that would otherwise be unavailable.

California Early Childhood Workforce Education Scholarships are available through multiple channels:

- California Child Care Resource & Referral Program (CCCARP) offering scholarships, grants, and tuition reimbursement
- Child Care Provider Professional Development Fund providing grants for professional development expenses
- Community college and university scholarships specifically for ECE program students
- Head Start and Early Head Start programs offering scholarships for providers pursuing required education and experience

Rural-Specific Funding Opportunities

Mariposa County's rural designation creates access to unique funding streams unavailable to urban areas. **USDA Rural Development Programs** offer several relevant opportunities:

Community Facilities Direct Loan & Grant Program provides affordable funding to develop essential community facilities in rural areas with populations under 20,000. This program can fund childcare center construction, equipment purchase, and related project expenses—addressing both workforce development and infrastructure needs simultaneously.

Rural Business Development Grants provide technical assistance and training for small rural businesses, directly applicable to childcare entrepreneurship initiatives. Combined with **Rural Community Development Initiative Grants** available to non-

profit organizations, these programs could support comprehensive childcare workforce development programs tailored to Mariposa's specific needs.

The **USDA-HHS Joint Resource Guide for Rural Child Care** specifically addresses the challenges faced by counties like Mariposa, providing coordinated federal support for both infrastructure and workforce development in rural and tribal communities.

Federal and State Systems Integration

Workforce Innovation and Opportunity Act (WIOA) Funding creates opportunities to integrate childcare training into broader workforce development systems. By qualifying as an Eligible Training Provider, programs can access federal workforce funds administered through county workforce development offices. This approach has been successfully demonstrated in counties like Stanislaus, where childcare entrepreneurship training counts toward welfare-to-work participation requirements.

Child Care and Development Block Grant (CCDBG) Quality Funds have received a significant $725 million federal increase for FY 2024, with substantial portions flowing to California for quality improvement activities including workforce development. These funds specifically target professional development, health and safety training, and program quality enhancement.

First 5 California and Regional Programs resources particularly valuable for serving rural communities. First 5 Mariposa currently receives Small Population County Funding Augmentation from First 5 California, which serves as the primary revenue source to operate First 5 Mariposa County. This funding is fully committed to operating their two existing preschools in Catheys Valley and Lake Don Pedro, which provide critical early learning services in underserved rural areas.

Capital and Infrastructure Funding

Infrastructure development represents a critical foundation for expanding childcare capacity in Mariposa County. Unlike workforce development funding that supports human capital, capital and infrastructure investments address the physical facilities, equipment, and built environment necessary to deliver childcare services. Given Mariposa County's rural geography and limited existing childcare infrastructure, strategic capital investments could significantly expand service capacity while creating sustainable foundations for workforce development initiatives.

Facility Expansion and Capital Improvement Funding

USDA Community Facilities Direct Loan & Grant Program represents the most accessible capital funding source for Mariposa County. This federal program specifically serves rural areas with populations under 20,000, making Mariposa County clearly eligible. The program provides funding to purchase, construct, and improve essential

community facilities including childcare centers, as well as equipment purchases and related project expenses. Unlike many state programs that prioritize urban areas, this federal rural development funding recognizes the unique challenges and opportunities in counties like Mariposa.

Community Development Block Grant (CDBG) Programs offer another avenue for capital investments. Mariposa County's current childcare feasibility study is funded through CDBG Economic Development program resources, demonstrating the county's successful use of these funds for childcare-related planning. Future CDBG applications could target actual facility development, equipment purchases, or infrastructure improvements that support childcare service delivery.

California State Infrastructure Funding historically included childcare facility development, though availability varies significantly by funding cycle. Proposition 1D (2006) provided substantial funding for childcare facility construction and renovation, though these bonds have been largely expended. However, future state infrastructure bonds may include similar provisions. Additionally, the state occasionally releases facility improvement grants through the California Department of Social Services, particularly when federal infrastructure funding becomes available. The County should look for future opportunities through this program.

Community Development Financial Institution (CDFI) Partnerships

Community Development Financial Institutions represent a specialized funding mechanism particularly well-suited for Mariposa County's rural childcare development needs. CDFIs are mission-driven financial institutions that provide responsible and affordable financing to help low-income and under-resourced communities achieve economic growth, specifically targeting rural, urban, Native, and other communities that mainstream finance does not traditionally reach.

CDFI Industry Capacity and Focus

The CDFI industry manages more than $222 billion among over 1,400 certified CDFIs nationwide, with representation in all 50 states, the District of Columbia, Puerto Rico, and Guam. Significantly, CDFI Fund award recipients have provided more than $108 million in loans specifically for childcare services and providers, with an additional $381 million in New Markets Tax Credits and $504 million in Bond Guarantee Program resources deployed to finance childcare facilities and services.[53]

CDFI Childcare Funding Models

Direct Lending Programs: CDFIs provide financial products specifically designed for early care and education businesses, including microloans at competitive rates (such as

[53] https://www.ofn.org/cdfi-impact/

3.5% interest) and traditional business loans. These products are tailored to address the unique challenges of childcare businesses, including labor-intensive models with low profit margins and the need for facility modifications to meet health and safety standards.

Technical Assistance and Capacity Building: Beyond lending, CDFIs offer comprehensive consulting services for childcare providers, including business planning, revenue diversification, and operations management. They also provide capacity building services to enable governments and stakeholders to successfully respond to ECE supply building proposals and implement grantmaking programs.

Leveraged Partnership Models: CDFIs can facilitate traditional banks' entry into childcare markets by taking subordinate positions in loans, allowing banks to participate with reduced risk while expanding access to capital for childcare entrepreneurs.

Strategic Value for Mariposa County

Federal Resource Leverage: CDFIs leverage federal resources awarded through the U.S. Department of the Treasury's CDFI Fund, which are matched dollar-for-dollar with non-federal funds, multiplying the impact of federal investment.

Rural Market Specialization: CDFIs specialize in underserved markets and understand rural business challenges, making them particularly suited for Mariposa County's context. They can provide patient capital with flexible terms and ongoing technical assistance beyond traditional lending relationships.

Gap-Filling Function: CDFIs address market gaps where traditional lenders' conventional loan products are poor fits for ECE businesses, understanding the unique financial challenges of childcare operations including irregular cash flows, seasonal variations, and regulatory compliance costs.

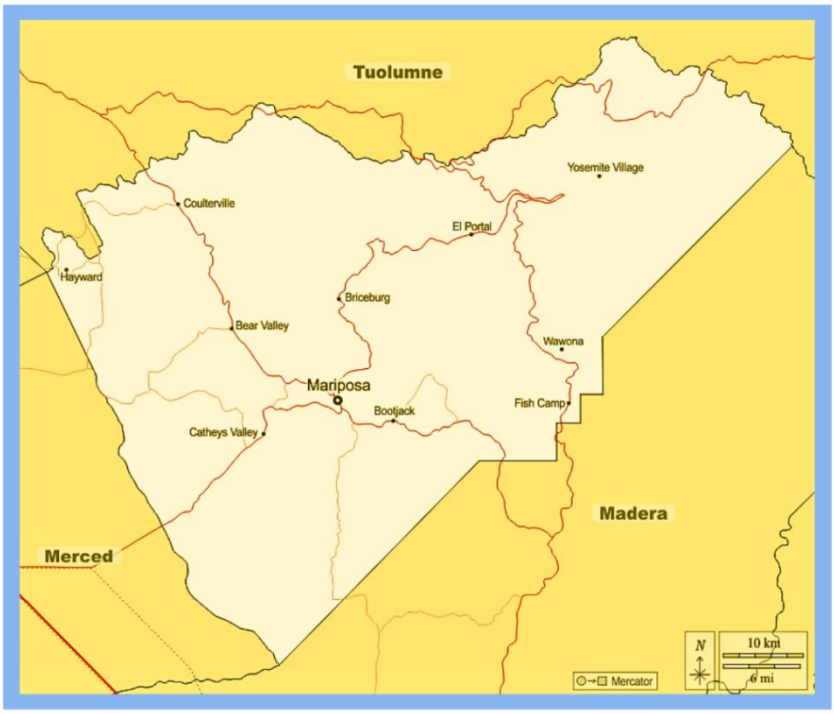
Appendix 4: Transportation & Geographic Barriers

Transportation

Highways

Mariposa County's transportation system is characterized by its rural, dispersed nature and reliance on state highways. Major routes—State Route 49, which weaves north–south across the foothills, and State Route 140, the key connection to Yosemite National Park—are the county's primary conduits for vehicle traffic. These highways serve both residents and the high volume of tourists heading to the park, with additional seasonal access facilitated via Routes 41 and 120.

Mariposa County Highways



Public Transit: Dial-A-Ride, Intercity Buses, and More

Public transportation in Mariposa is modest but vital for many residents. The county operates Mari-Go, a curb-to-curb, demand-responsive dial-a-ride service for general trips across the southern parts of the county, as well as Medi-Trans, a non-emergency

medical transportation service for seniors, people with disabilities, and veterans.[54] For longer-distance travel, the Yosemite Area Regional Transportation System (YARTS) runs fixed-route intercity bus services between Yosemite and gateway communities such as Merced and Mariposa, with expanded service during peak season.

Ride-sharing platforms like Uber are also available; however, pickup times may be slower than in larger cities, and advance booking is recommended to ensure timely service.[55]

School Transport

Mariposa County Unified School District operates regular school bus routes for TK–12 students across its rural area, with additional aide-supported transportation for students with special needs. Some charter schools, like Sierra Foothill Charter, provide bus service within specific areas, while others, such as Yosemite Wawona Elementary Charter, offer no transportation.[56]

Mariposa County School Transportation

School Type / Provider	Transportation Service Provided?	Notes
MCUSD (Public Schools)	Yes — standard routes + aide support	Rural district, aids for special needs
Sierra Foothill Charter School	Yes — limited-area bus service; driver is an employee and school owns the bus	Student transportation details are arranged with the school
Yosemite Wawona Charter School	No transport provided	Families responsible for transit

Geographic Barriers

Mariposa County's iconic natural landscapes draw tourism but pose challenges for residents. Dispersed populations, limited roads, and seasonal weather make travel difficult. These transportation barriers compound childcare challenges: sparse public transit, long commutes, and road closures hinder families' access to care and providers' ability to staff programs. When childcare is far from home or work, many parents reduce hours or exit the workforce, further straining both childcare availability and economic participation.

[54] https://www.mariposacounty.org/DocumentCenter/View/92501/Mariposa-County-SRTP-Final-Report-20211118
[55] https://www.uber.com/global/en/r/cities/mariposa-ca-us
[56] https://www.edjoin.org/Home/JobPosting/1981550

Appendix 5: Emergency Preparedness/Disaster Resilience

Mariposa County faces significant challenges related to emergency preparedness and disaster resilience, particularly due to its high wildfire risk and the occurrence of Public Safety Power Shutoffs (PSPS) events. These events directly impact childcare programs and families, leading to closures and potential evacuations.

- Wildfires and planned power shutoffs (PSPS) cause extended outages that disrupt childcare facilities lacking generators, affecting refrigeration, lighting, and communication. Smoke and poor air quality also limit outdoor play and often force school and childcare closures.
- California law that governs state health, safety, and licensing requirements of all childcare facilities, including family childcare homes includes regulations which cover health and safety, including preservation and preparation of food.[57] Because a power outage impacts the ability to preserve and prepare food, it may be necessary for a childcare center to close during an outage.[58]
- Licensed programs maintain disaster plans and drills, but coordination with county emergency services is mostly informal. The Public Health Emergency Preparedness Coordinator leads response planning for incidents affecting residents, including families with young children.
- Resources are available from the county's official website on general emergency preparedness, including creating family disaster kits, evacuation plans, and "shelter in place" guidelines. The "Support & Aid for Everyone (S.A.F.E.)" program aims to identify special needs populations, which could include families with young children or those relying on power-dependent medical devices, to provide targeted assistance during emergencies.[59]
- Statewide systems like Wireless Emergency Alerts notify the public about disasters and emergencies. Although providers manage their evacuation protocols, the Department of Homeland Security recommends collaboration with local emergency response agencies.in their guide, ***Best Practices in Wireless Emergency Alerts***, used by many Head Start Agencies.[60]

[57] California Code of Regulations, title 22, sections 102351.1 *et seq.* (family childcare homes) and 101151 *et seq.* (childcare centers).
[58] The California Child Day Care Facilities Act ("the Act"), Cal. Health & Safety Code sections 1596.70 et seq
[59] https://www.mariposacounty.org/1215/SAFE-Program
[60] https://www.dhs.gov/sites/default/files/publications/Wireless Emergency Alerts Best Practices_0.pdf

Appendix 6: **Childcare Connections, a Virtual Hub**

Mariposa County may have a unique opportunity to establish a “virtual resource hub” or “cooperative hub network” integrating physical and virtual supports to strengthen Mariposa County’s childcare system. This concept would create a connected, centralized clearinghouse, streamline provider services, and connect and support families. In rural areas, combining a modest physical space with robust virtual tools offers a scalable and efficient way to expand access, efficiency and impact.

1. Centralized Childcare Support Services
    - Licensing Assistance: On-site or virtual support for providers navigating licensing, renewals, and compliance. Space use for ICES or other entities who provide these direct services.
    - Professional Development & Training: Facilitating access to scheduled ICES or other agency workshops in-person and/or online (first aid, CPR, child development, trauma-informed care, etc.).
    - Technical Assistance Hub: Virtual support for business management, accounting software, staffing solutions, and curriculum planning.
2. Resource & Supply Coordination
    - Bulk Purchasing / Centralized Supply Distribution: Coordinating orders for diapers, wipes, snacks, cleaning supplies, PPE, and other essentials for childcare providers. Could be physical (warehouse-style) or organized virtually for pickup/delivery.
    - Donation or Discount Programs: Partnerships with businesses or nonprofits to provide low-cost or free materials, books, learning kits, or outdoor play equipment.
3. Health & Wellness Services
    - Vaccination / Health Hub: Offer periodic vaccination clinics for children, staff, or families; flu shots or COVID vaccines. Could be paired with in-person hub events.
    - Mental Health & Wellness Access: Telehealth or in-person support for childcare staff and families.
4. Transportation & Logistics
    - Transport Coordination Hub: Coordinate rides for children to licensed childcare, camps, or after-school programs. Could also manage emergency transport during natural disasters.

- Virtual Scheduling Tools: Apps or shared calendars for bus routes, carpooling, or provider coverage.

5. Data & Communication Hub
    - Centralized Childcare Database: Virtual platform where families can search available providers, subsidies, waitlists, and hours. Could also track capacity in real time.
    - Communication Portal: Messaging for parents, providers, and county officials during emergencies or closures.
    - Childcare App Integration: Provide access to free or low-cost apps that help with attendance tracking, billing, parent communication, and staff scheduling.
6. Community & Emergency Preparedness
    - Emergency Childcare Deployment: Use the hub to quickly mobilize care during wildfires, storms, or public health crises. Could include temporary shelter, childcare, or remote learning spaces.
    - Virtual Emergency Toolkit: Guides, webinars, or online training for providers and families on disaster preparedness, COVID protocols, wildfire safety, etc.
7. Learning & Activity Hub
    - Curriculum & Activity Bank: A shared virtual library of lesson plans, learning materials, and enrichment activities. Links to available county and provider resources.
    - After-School or Summer Programs: Hybrid model where the hub coordinates programming that can be delivered in person or virtually.

Establishing a provider cooperative hub network would allow small providers to achieve economies of scale through group purchasing of supplies, daycare apps, accounting services, and insurance. This formal cooperative structure would address the economic challenges facing individual providers while improving service quality and business sustainability. Funding for this initiative could come from USDA Rural Business Development grants, which provide technical assistance and training for small rural businesses and promote economic development projects. These grants are available to public bodies, federally recognized tribes, or nonprofit entities serving rural areas, making Mariposa County or a qualified local nonprofit organization eligible to apply for funding to establish and support the cooperative hub infrastructure.

Appendix 7: Licensing

Child Care Licensing

In California, the California Department of Social Services (CDSS), specifically through its Community Care Licensing Division (CCLD), is responsible for licensing childcare providers. This includes both childcare centers and family childcare homes.

The Child Care Licensing Program licenses both Child Care Centers (CCCs) and Family Child Care Homes (FCCHs) in California. Child Care Centers are usually located in a commercial building and Family Child Care Homes are in a licensee's home. Only non-medical care and supervision can be provided in childcare facilities, and care is limited to periods of less than 24 hours. The Child Care Licensing Program ensures that childcare facilities operate according to the California Health and Safety Code and Title 22 of the California Code of Regulations in several ways:

- In-person and online orientations
- Pre-licensing inspections
- Unannounced facility inspections
- Complaint investigations
- Consultations
- Education and technical support, and
- Follow-up inspections

In California, individuals who provide care solely for their own children or those of a relative, along with children from only one additional family, are considered legally exempt from childcare licensure requirements. This category is referred to as license-exempt care.

However, when care and supervision are provided to non-relative children from more than one family—whether in a home or non-residential facility—for periods of less than 24 hours, a childcare license is typically required. State regulations identify specific circumstances under which providers may operate legally without a license. These individuals or facilities are classified as license-exempt under California law.

Family Child Care Home Requirements

To obtain a family childcare home license, interested individuals must attend an orientation. Orientations are scheduled at the local regional offices on a regular basis, statewide, or individuals may participate in an online orientation. There is a nonrefundable orientation fee. Licensed family childcare homes are required to pay an annual licensing fee, as well as other fees.

To qualify for licensure as a Family Child Care Home provider, applicants must meet several key requirements to ensure the health, safety, and well-being of children in their care. All applicants must be at least 18 years old and must reside in the home where care will be provided. A criminal record clearance is required for the applicant and all adults living in the household, along with a current tuberculosis (TB) test.

Applicants must also complete a total of 16 hours of Pediatric Health and Safety training from an EMSA-approved training vendor or an accredited college or university. This training must include instruction in Preventive Health Practices, as well as Pediatric CPR and Pediatric First Aid certification.

For those applying to operate a Large Family Child Care Home, proof of at least one year of relevant experience is required. This experience must be documented and may include previous licensure as a Small Family Child Care Home provider or employment as a teacher or director in a licensed Child Care Center. In Large Family Child Care Homes, an assistant who is at least 14 years old is required when more than six children are in care.

Child Care Center Licensing and Operation Requirements – Updates from 2009-2025

Licensing Authorities & Dual Regulation; California Department of Education, Child Development Division (CDE–CDD)

Childcare centers continue to have the option to become publicly funded Child Care and Development (CCD) programs, overseen by the CDE's Early Education Division (formerly CDD). These programs offer subsidies for low-income families and require compliance with both licensing (Title 22) and CDE-specific (Title 5) regulations, defaulting to the stricter standard when conflicts arise.[61]

Centers must meet all operational, reporting, and educational requirements detailed under Title 5, Division 1, Chapters 19 and 19.5 (§18000–18434).[62]

CCD Program Enhancements & Enrollment Trends

- **California State Preschool Program (CSPP)**: Now the primary state-funded preschool program serving eligible three- and four-year-olds, CSPP consolidates formerly separate programs under one umbrella and includes cultural, developmental, and family support mandates.[63]
- **Enrollment of Two-Year-Olds**: As of **July 2, 2024**, CSPP contractors may enroll two-year-old children (optionally, not required) until **June 30, 2027**. After that date, no new two-year-old enrollments are permitted, though previously enrolled children may continue. Providers must adhere to CSPP requirements including enrollment priorities, documentation, and desired outcomes.[64]
- **Eligibility & Income Thresholds**: Effective **July 1, 2022**, CSPP eligibility income threshold increased to **100% of State Median Income (SMI)** (up from 85%). Eligibility continues to include children with exceptional needs.[65]

[61] California Department of Education
[62] https://www.cde.ca.gov/sp/cd/lr/index.asp
[63] https://www.cde.ca.gov/sp/cd/lr/index.asp
[64] https://www.cde.ca.gov/sp/cd/lr/index.asp
[65] https://www.cde.ca.gov/sp/cd/lr/index.asp

Licensing Process & Documentation

- **Orientation & Application**: Prospective licensees for both FCCHs and CCCs must attend orientation (online or in-person, English/Spanish) via CCLD Regional Offices.[66] The application package for CCCs includes around 15 required forms—such as LIC-200A, LIC-500, LIC-610, LIC-9148—and supporting documentation like organizational bylaws, disaster plans, floor plans, and financial data.[67]
- **Inspections**: Applicants undergo a pre-licensing inspection. After licensure, most facilities receive inspections at least every three years; about 30% are randomly selected annually. Centers on probation or receiving funding may see more frequent inspections.[68]
- **Records & Reporting Requirements** (Licensing):
    - **Child records**: Pre-admission health history/evaluation, immunization records, consent forms, emergency information, admission agreements, medication logs, and personal rights receipts (e.g., LIC-700, LIC-701, LIC-702, LIC-627, LIC-613A).
    - **Personnel records**: Fingerprint clearance (Live Scan), TB clearance, criminal record statement (LIC-508), employee health screening (LIC-503), transcripts, and training certificates (CPR/First Aid, Mandated Reporter).[69]
    - **Administrative records**: Daily attendance logs, facility license display, posted menus and schedules, emergency/disaster plan (LIC-610).[70]

Training, Background Checks & Emergency Preparedness

- **Health & Safety Training**:
    - **New licensees**: 16 total hours—8 hours of Preventive Health & Safety (including lead exposure), 4 hours Pediatric First Aid, and 4 hours Pediatric CPR/AED.
    - **Renewal (every two years)**: 4 hours each of Pediatric First Aid and Pediatric CPR/AED. All training must be EMSA-approved.[71]
- **Mandated Reporter Training (AB 1207)**: Required for all licensed providers; includes a 2-hour general module and a 2-hour provider-specific module with an 80% exam. Certificates are provided; language access is supported for languages meeting certain thresholds.

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[66] https://cdss.ca.gov/inforesources/child-care-licensing/how-to-become-licensed/ccc
[67] https://www.procaresoftware.com/blog/california-child-care-licensing-your-go-to-guide
[68] help.mychildcareplan.org
[69] ibid
[70] ibid
[71] ibid

- **Background Checks**: Fingerprint-based background checks are now conducted via the **Guardian system**, replacing older systems. Updated Provider Information Notices (PINs) provide guidance.
- **Emergency Alerts**: CCLD uses the **Everbridge notification system** for alerts about heat waves, wildfires, PSPS, earthquakes, and more. Providers must keep contact info current.

Lead Testing Requirements

Note that under **AB 2370 (2018)**, licensed childcare centers in buildings constructed before **January 1, 2010,** were required to test drinking water by **January 1, 2023**. If lead levels exceed **5 parts per billion**, remediation actions must be taken. This rule does not apply to FCCHs.[72]

Permits & Professional Qualifications (CDE/Education Titles)

The **Commission on Teacher Credentialing** issues Child Development Permits, which are required for staff in CCD programs and significantly influence qualification expectations for directors and teachers.[73]

- **Assistant**: 6 semester units in ECE/CD or completion of HERO/ROP equivalent.
- **Associate Teacher**: 12 semester units in ECE/CD (with core coursework) plus 50 days of verified experience, or possession of a CDA Credential.
- **Teacher Permit**: Either 24 ECE/CD units (including general education requirements) plus 175 days of experience, or an Associate degree + field experience.
- **Site Supervisor & Program Director Permits**: Require additional administrative coursework, experience, and credentials (e.g. bachelor's degree, supervised field experience).

These structured credentials supersede the more flexible educational requirements described in the Mariposa 2009 Childcare Feasibility Study.

[72] https://www.waterboards.ca.gov/drinking_water/programs/lsicc/?utm_source=chatgpt.com
[73] https://www.ctc.ca.gov/credentials/leaflets/child-development-permits-%28cl-797%29

Childcare Licensing Changes 2009-2025

Topic	2009 Description	2025 Update Highlights
Licensing Oversight	CDSS–CCLD regulates centers and homes	CCLD remains primary licensing authority with 21 regional offices.
CCD Program Option	Centers may apply to CDE for CCD with more requirements	Continues under Title 5/Chapter regulations. CSPP expanded including two-year-olds optionally.
Enrollment Policies	Not specified in 2009	CSPP eligibility up to 100% SMI; two-year-olds allowed until 2027.
Application Process	Generally described	Detailed list of 15 forms and documents required; orientation and inspection steps clarified (Procare Solutions, help.mychildcareplan.org).
Topic	2009 Summary	2025 Update Highlights
Inspections	Implied regular oversight	Defined inspection frequency: 3-year typical, 30% random annual, plus others.
Records	Briefly referenced	Detailed lists of child, personnel, and administrative record requirements.
Training	Health & safety training implied	Prescribed hours (16 initial, 8 standards, etc.) and renewal protocols specified.
Mandated Reporting	Mentioned generally	Formal two-module training with exam, language access noted.
Background Checks	Fingerprinting noted	Now via Guardian system with updated PIN guidance
Emergency Planning	Required plans noted	Everbridge alert system operational; providers must stay subscribed.
Lead Safety	Not covered	AB 2370 mandates lead testing for pre-2010 buildings by Jan 2023.
Staff Qualifications	Based on units, experience, CDA principles	Tied to structured permits (Assistant, Associate Teacher, Teacher, etc.)

Appendix 8: Case Study: Yosemite Valley Public-Private Childcare Partnership

Partnership Overview

The Yosemite Valley childcare initiative demonstrates how strategic partnerships between federal agencies, nonprofits, and private hospitality companies can address critical workforce needs in rural communities. This collaboration between the National Park Service (NPS), Yosemite Conservancy, and Yosemite Hospitality represents an innovative approach to solving childcare access in an employment hub that had become a childcare desert.

The Crisis That Sparked Action

Yosemite Valley serves as a major employment hub for three significant organizations, supporting not only its 337 residents but also many workers who commute to the Valley daily. The childcare challenge became acute when the existing Yosemite National Park Child Care Center (YNPCCC), a nonprofit organization, was forced to close its Yosemite Valley location after being unable to meet California state licensing requirements, leaving the community with no childcare capacity.

The previous Park Superintendent recognized the existential threat this posed, stating that **without adequate childcare, the Park Service couldn't successfully recruit for open positions, which would lead to fewer families living in Yosemite, potentially forcing closure of the local public school, and ultimately threatening community collapse.**

This assessment motivated all three organizations to recognize childcare as essential workforce infrastructure rather than an optional community service.

Partnership Structure and Commitments

Key Partners and Roles

Yosemite Conservancy

- Committed $600,000 over two years contingent on matching funds towards establishing a new childcare center in Yosemite Valley.
- Provides ongoing operational support for El Portal daycare

Yosemite Hospitality

- Matched Yosemite Conservancy's $600,000 commitment towards establishing a new childcare center in Yosemite Valley.

- Contributes ongoing funding for El Portal daycare operations
- Recognizes childcare as critical workforce infrastructure

National Park Service

- Expected to provide additional financial support to ensure full project funding
- Coordinates as the major employer in the Valley

Innovative Funding Mechanism

A critical breakthrough came through philanthropic commitments from Yosemite Conservancy, Yosemite Hospitality, and anticipated public support. By expanding their focus to include childcare, partners demonstrated how established nonprofit, and corporate philanthropy can be mobilized to address urgent community needs without creating entirely new bureaucratic structures.

Implementation and Current Progress

Existing Success: El Portal Operations

The partnership already demonstrates success through significant funding support for the Yosemite National Park Child Care Center's El Portal location, which serves 24 children Monday through Thursday. This collaboration provides operational experience and a foundation of trust between partners while supporting the nonprofit's continued operations.

Future Development: Yosemite Valley Center

After evaluating multiple locations, partners plan to **establish a new childcare center at the medical clinic in Yosemite Valley, scheduled to open Fall 2026 after light renovations**. This iterative location planning process demonstrates the thoughtful, collaborative approach taken to ensure community needs are effectively served.

Financial Investment and Sustainability

The partnership represents a **$1.2 million total commitment** from Yosemite Conservancy and Yosemite Hospitality, with anticipated additional NPS financial contribution to ensure full project funding. This substantial investment recognizes childcare as essential economic development infrastructure.

By aligning philanthropic giving with the long-term needs of park employees and their families, the partners have created a more stable and predictable funding model—one that does not rely solely on short-term grants or annual budget cycles but instead reflects a shared, sustained commitment to community well-being.

Addressing Rural Childcare Challenges

This partnership directly tackles several critical rural childcare barriers:

Geographic Isolation: Locating services at the primary employment center eliminates commute barriers that make combining work and childcare impossible

Economic Sustainability: Creates diversified funding from multiple stakeholders with shared workforce interests

Regulatory Coordination: Successfully navigates complex jurisdictional requirements through collaborative planning

Measurable Outcomes and Impact

Workforce Development Benefits

- **Enhanced recruitment capability** for all three major employers
- **Improved family retention** in the community
- **Strengthened foundation** for local school enrollment
- **Increased community viability** and economic stability

Model Innovation

The partnership demonstrates that **employer-driven funding commitments can be more sustainable than traditional grant programs** because they address direct organizational workforce needs affecting operational effectiveness, creating ongoing investment motivation rather than one-time project funding.

Key Success Factors

Shared Stakeholder Recognition: All three organizations acknowledged childcare shortages as threats to their core operations, creating powerful alignment around a common problem.

Leveraging Philanthropy and Partnerships: Building on existing philanthropic resources and employer contributions, rather than inventing entirely new mechanisms, reduced implementation complexity and accelerated progress.

Phased Approach: Supporting El Portal operations while planning Yosemite Valley development allowed for relationship building and operational learning.

Long-term Commitment: Multi-year funding commitments with anticipated ongoing support demonstrate focus on sustainability beyond startup costs.

Diversified Partnership: Involvement of both public and private employers creates support less vulnerable to single-organization budget changes.

Replication Potential

This model offers applications for other Childcare Deserts in Mariposa County with:

- Multiple major employers sharing workforce challenges
- Existing successful funding mechanisms that could be expanded
- Community leadership willing to coordinate across organizational boundaries
- Recognition of childcare as essential economic infrastructure

Looking Forward

The planned Fall 2026 opening of the Yosemite Valley center will serve as a critical test of this partnership model's effectiveness. Success will be measured through enrollment utilization, employee recruitment improvements across partner organizations, community stability indicators, and financial sustainability.

Beyond immediate service provision, this partnership demonstrates how **strategic collaboration can transform community challenges into opportunities for sustainable solutions**, providing a replicable framework for other rural communities facing similar childcare access challenges.

Appendix 9: Survey Instruments

The following survey instruments included on the pages to follow were used to collect primary data for this report and are provided here for reference.

Employer Childcare Needs Survey - Mariposa County

1. Are you an employer in Mariposa County or the surrounding area? (Required)
   - ☐ Yes
   - ☐ No

2. Please provide your email address (Required)

_____

3. What is the name of your organization or business?

_____

4. How many employees does your organization employ? (Required)
   - ☐ 1-10 employees
   - ☐ 11-25 employees
   - ☐ 26-50 employees
   - ☐ 51-100 employees
   - ☐ 101-250 employees
   - ☐ 251-500 employees
   - ☐ 501 or more, or a large employer with a branch or office in Mariposa

5. Does your organization have difficulty filling vacancies or experience absenteeism? (Required)
   - ☐ Yes
   - ☐ No

6. In your organization, what work schedules are most impacted by absenteeism? (Required)
   - ☐ Never
   - ☐ Rarely
   - ☐ Sometimes
   - ☐ Often
   - ☐ Always

7. In your organization, what work schedules are most impacted in terms of difficulty to fill vacancies? (Required)
   - ☐ Never
   - ☐ Rarely
   - ☐ Sometimes
   - ☐ Often
   - ☐ Always

8. Do most of your employees know about financial assistance available to help them pay for child care? (Required)

- ☐ Yes
- ☐ No
- ☐ Not Sure

9. In what ways would your organization be willing or able to support employees with their childcare needs? (Required)

- ☐ Strongly Disagree
- ☐ Disagree
- ☐ Neutral
- ☐ Agree
- ☐ Strongly Agree

10. May we follow up with you if we have further questions? (Required)

- ☐ Yes
- ☐ No

11. Please provide any ideas that your organization might support to improve childcare resources in the community:

_____

_____

Mariposa County Parent & Guardian Childcare Needs Survey

June 9 – June 30, 2025

Please complete the survey to help us better understand the childcare needs for families in Mariposa County. Your responses are anonymous. This survey takes about 7 minutes.

1. **Name (optional):**

_____

2. **What county do you live in?**

_____

3. **Where do you live/work/have kids in care or school?**

	Mariposa	Other County	N/A
Live In	☐	☐	☐
Work In	☐	☐	☐
Have Kids in School	☐	☐	☐
Have Kids in Childcare	☐	☐	☐

4. **Which of the following describes you best?**
   - ☐ Parent
   - ☐ Foster parent
   - ☐ Legal guardian
   - ☐ Grandparent (non-guardian)
   - ☐ Other relative (non-guardian)
   - ☐ Interested community member
   - ☐ Other: _____

5. **What is your zip code?**
   - ☐ 93623
   - ☐ 95306
   - ☐ 95311
   - ☐ 95318
   - ☐ 95325
   - ☐ 95329
   - ☐ 95338
   - ☐ 95345
   - ☐ 95389
   - ☐ My zip code is not listed: _____

6. **What area would be the best location for childcare? (Choose up to 3)**
   - ☐ Bear Valley
   - ☐ Bootjack
   - ☐ Catheys Valley
   - ☐ Coulterville
   - ☐ El Portal
   - ☐ Fish Camp
   - ☐ Greeley Hill
   - ☐ Hornitos
   - ☐ Hunters Valley
   - ☐ Lake Don Pedro
   - ☐ Mariposa
   - ☐ Midpines
   - ☐ Yosemite
   - ☐ Wawona
   - ☐ Other: _____

7. **Any thoughts on the quality of daycare in the community?**

_____

_____

8. **Are you aware of childcare subsidy programs?**
   - ☐ Yes
   - ☐ No
   - ☐ Maybe

9. **Are your children mainly cared for at home by a parent or guardian?**
   - ☐ Yes
   - ☐ No

10. **Rank your childcare preferences (1 = most preferred, 6 = least preferred):**
    - ___ Cared for at home by a parent or guardian
    - ___ Family, friend or neighbor care
    - ___ Licensed childcare/daycare center
    - ___ Licensed family home
    - ___ Nanny or sitter
    - ___ None of these

11. **How many children do you currently have in childcare?**
    - ☐ 0
    - ☐ 1
    - ☐ 2–3
    - ☐ 4–6
    - ☐ 7 or more

12. **Age ranges of children in care (check all that apply):**
    - ☐ 0–2 years
    - ☐ 3–5 years
    - ☐ 6–13 years
    - ☐ 14–17 years (special needs)
    - ☐ Not applicable

13. **Types of childcare used in the past year (check all that apply):**
    - ☐ Did not use childcare
    - ☐ Family/Friend
    - ☐ Licensed family home
    - ☐ Licensed childcare/daycare center
    - ☐ Preschool (part time)
    - ☐ Preschool (full time)
    - ☐ Private babysitter/Nanny
    - ☐ After school/summer/holiday program
    - ☐ Shared care with other families
    - ☐ TK (Transitional Kindergarten)
    - ☐ Other: _____

14. **Have your childcare needs changed in the past year?**
    - ☐ Decreased hours
    - ☐ Increased hours
    - ☐ Stopped
    - ☐ No change
    - ☐ Other: _____

15. **Do you have barriers to using childcare in the community?**
    - ☐ Yes
    - ☐ No

16. **If yes, describe the barriers:**

_____

_____

17. **When do you need childcare? (Choose up to 5)**
    - ☐ Weekday
    - ☐ Evening
    - ☐ Overnight
    - ☐ Early morning
    - ☐ Weekend
    - ☐ After school
    - ☐ Summer or holidays
    - ☐ All of the above
    - ☐ None of the above

18. **Would you use a new childcare center if one opened?**
    - ☐ Very unlikely
    - ☐ May consider
    - ☐ Possibly
    - ☐ Very likely
    - ☐ Yes, absolutely

19. **Do you feel your childcare needs are being met?**

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
My family's childcare needs are met	☐	☐	☐	☐	☐	☐
My after-school care needs are met	☐	☐	☐	☐	☐	☐
My summer programming needs are met	☐	☐	☐	☐	☐	☐

20. **Are you interested in summer care in these programs?**
    - ☐ Parks & Rec (7+ years, full-time, free)
    - ☐ Sierra Foothill/Mariposa Arts Science & Art Camp
    - ☐ Not interested

21. **What types of care/schedules/programs would better meet your needs?**

_____

_____

22. **How much can you afford per child per month?**

Full Time	Part Time
☐ $0–300	☐ $0–300
☐ $301–750	☐ $301–750
☐ $751–1,100	☐ $751–1,100
☐ $1,101–1,400	☐ $1,101–1,400
☐ More than $1,400	☐ More than $1,400
☐ Not applicable	☐ Not applicable

23. **Would you answer a few more personal questions?**
    - ☐ Yes
    - ☐ No

24. **Are you employed (including self-employed)?**
    - ☐ Yes
    - ☐ No

25. **Who is your employer? (optional):**

---

26. **Employment status:**
    - ☐ Full time
    - ☐ Part time
    - ☐ Daily
    - ☐ Weekly
    - ☐ Monthly
    - ☐ Rarely
    - ☐ Never

27. **Age:**
    - ☐ Under 18
    - ☐ 18–24
    - ☐ 25–34
    - ☐ 35–44
    - ☐ 45–54
    - ☐ 55–65
    - ☐ 66 or over
    - ☐ Prefer not to answer

28. **Are you Hispanic or Latino?**
    - ☐ Yes
    - ☐ No

29. **Race/Ethnicity (select all that apply):**
- ☐ White / Caucasian
- ☐ Black / African American
- ☐ Native American
- ☐ Native Hawaiian / Pacific Islander
- ☐ Asian
- ☐ Bi-racial / Multi-racial / Multi-ethnic
- ☐ Other: _____
- ☐ Prefer not to answer

Thank you for taking the time to complete this survey!

Responses Overview

Closed

Responses	Average Time	Duration
161	08:26	106 Days

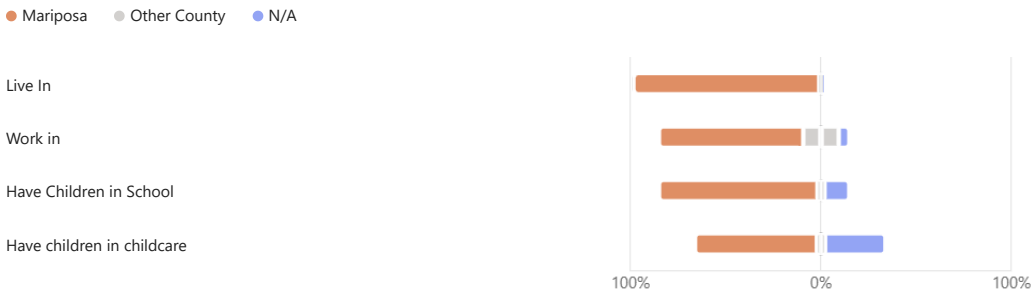
1. Thank you for participating in this survey. We expect this to take around 7 minutes to complete. Your input will help us better understand the gaps and needs related to Child Care in Mariposa County.

2. What county do you live in?

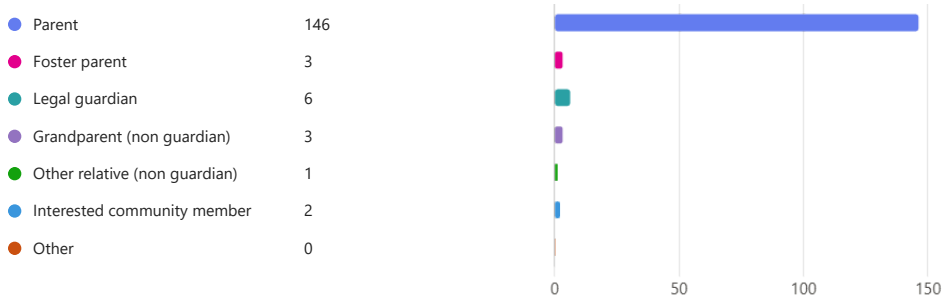
160
Responses

Latest Responses
"Mariposa"
"Mariposa"
"Mariposa"
...

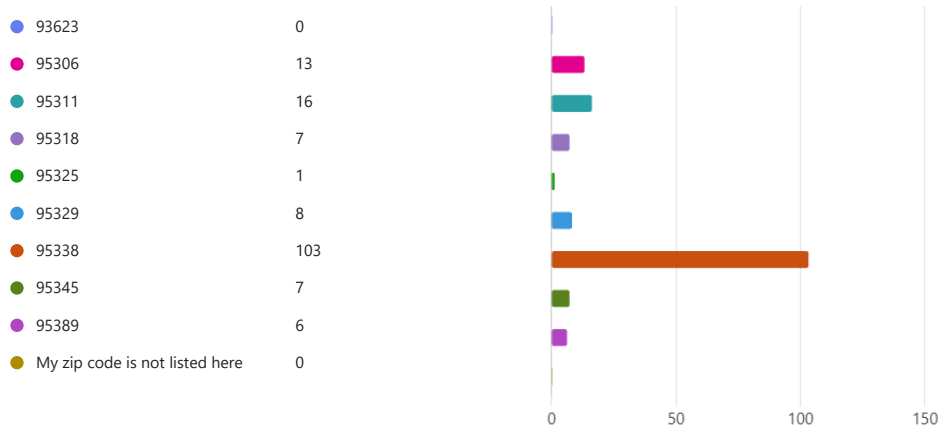
3. Please share more about where you live, work and have kids in care or school:



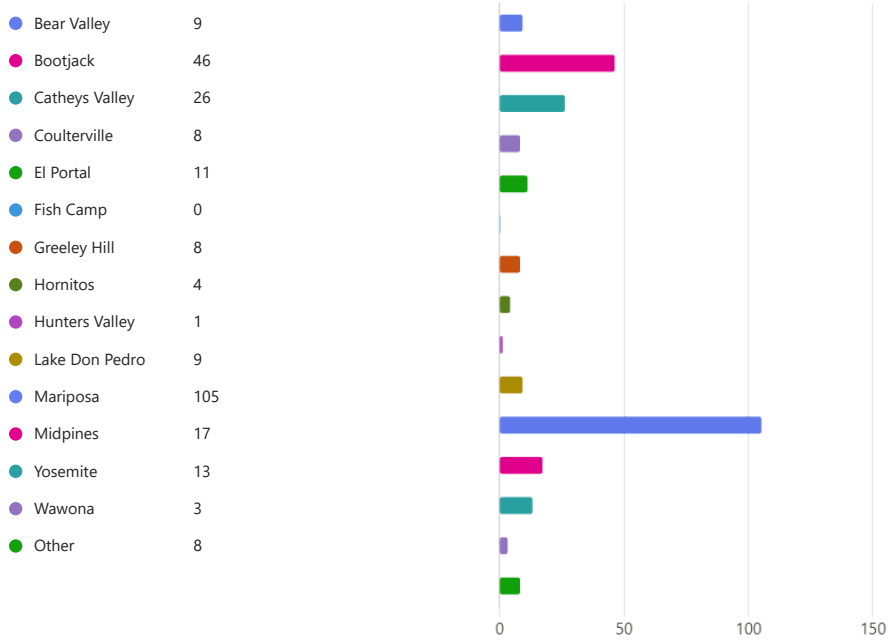
4. Which of the following choices describes you best?



5. What is your zip code?



6. What area would be the best location for childcare for your needs? (choose up to 3)



7. Please share any thoughts you have regarding the quality of daycare in the community.

117
Responses

Latest Responses

"The quality of childcare seems fine. I'm concerned about the lack of childcare in Y... "

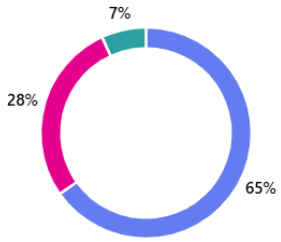
"qualified care providers"

"Daycare has been less than stimulating for my four year old in a home daycare."

• • •

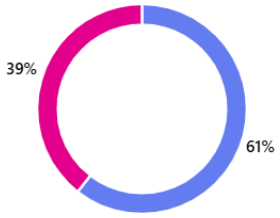
8. Are you aware of available childcare subsidy programs (assistance paying for care)?

Yes	105
No	45
Maybe	11



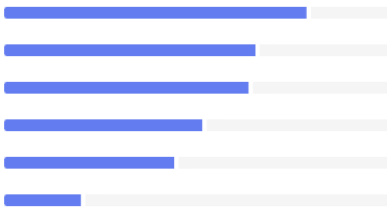
9. Are your child(ren) mainly cared for at home by a parent or guardian, rather than by formal childcare?

Yes	95
No	62



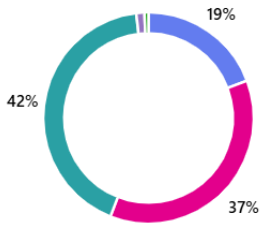
10. Drag the selections to rank your Child Care preferences from most preferred to least preferred options at this time:

1	Having my kids cared for at home, by a parent or guardian
2	Family, friend or neighbor care
3	Licensed Childcare/daycare Center
4	Licensed family home
5	Nanny or Sitter
6	None of these options



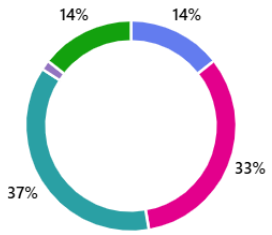
11. How many children do you currently have in childcare?

0	31
1	59
2-3	68
4-6	2
7 or more	1



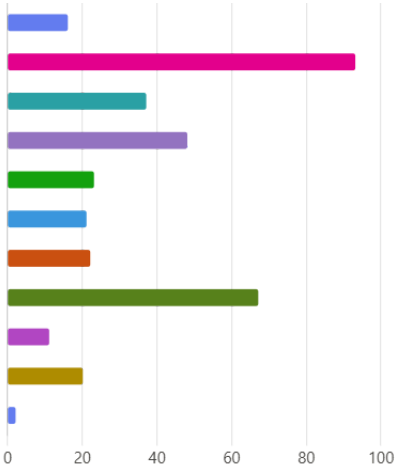
12. What are the age ranges of the children you currently have in childcare? Choose all that apply.

0-2 yrs	29
3-5 yrs	66
6-13 yrs	74
14-17 yrs (Special Needs children)	3
Not applicable	29



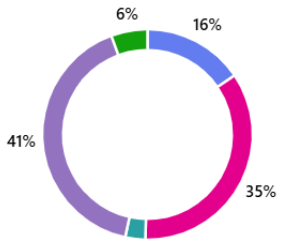
13. What types of childcare have you used in the past year? Choose all that apply.

We didn't use childcare in the past year	16
Family/Friend	93
Licensed family home	37
Licensed Child Care/daycare center	48
Preschool (part time)	23
Preschool (full time)	21
Private babysitter/Nanny	22
After School/Summer or Holiday Program	67
Shared care with other families	11
TK (Transitional Kindergarten)	20
Other	2



14. Have your childcare needs changed during the past year?

Decreased hours	25
Increased hours	56
Stopped	5
No Change	66
Other	9



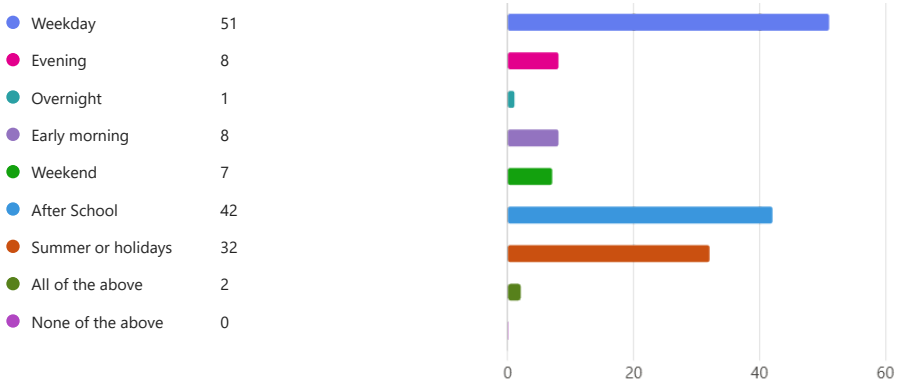
15. Do you have any barriers preventing you from using Child Care (of any type) in this community?

16. Please describe any barriers preventing you from using child care in this community

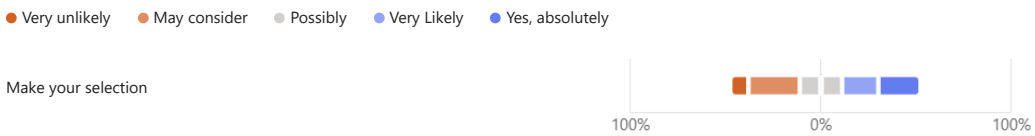
62
Responses

Latest Responses
"Cost- I make too much for subsidies but too little to afford childcare for both chil... "
"public transportation, qualified care providers"
...

17. Which of the following describes the days and times that you need Child Care? Choose all that apply.

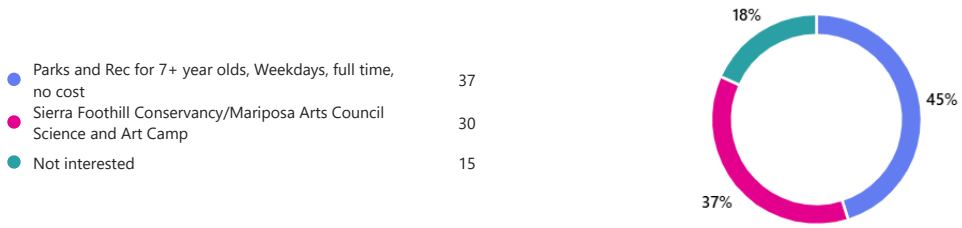


18. Would you use a Child Care Center if another center was opened?



19. Do you feel that all of your childcare needs are currently being met?

20. Are you interested in accessing summer care in these programs?

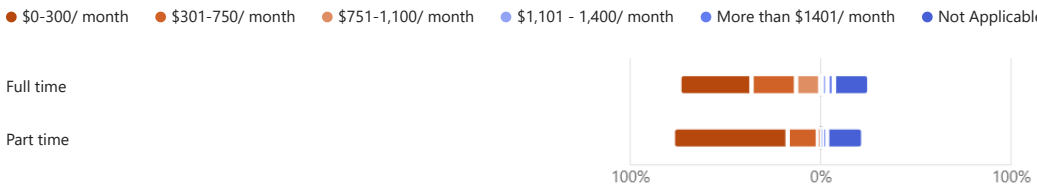


21. Please share- What types of care, schedules, programs or other Child Care services better meet your Child Care needs?

92
Responses

Latest Responses
"TK available for late birthdays if proof of readiness is shown"
"I don't know what is available"
"working hours M-F, Summer care!- especially for 4-7 after the art program ends, I..."
• • •

22. How much can you afford to pay "PER CHILD" for your regular child care services? Estimate the monthly amount. (You may choose responses for both full and part-time or leave items blank)



23. Would you be willing to answer a few more personal questions? Your responses are anonymous and will help us better understand how you fit into the community so we can ensure everyone's needs are represented.

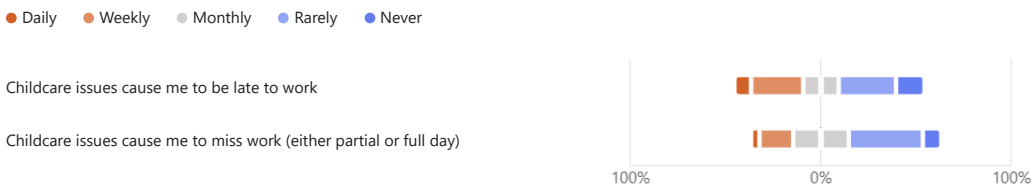
24. Are you employed? (including self employed)

25. Who is your employer? (you may skip this question)

62
Responses

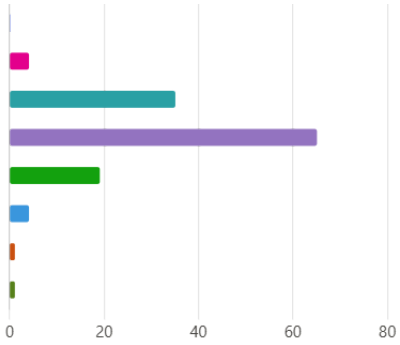
Latest Responses
"MCUSD"
"self employed"
"self-employed"
• • •

26. Please choose from the options below.



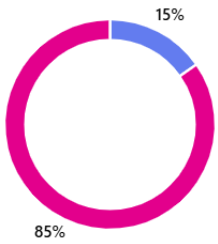
27. How old are you?

Under 18	0
18-24	4
25-34	35
35-44	65
45-54	19
55-65	4
66- over	1
I prefer not to answer	1



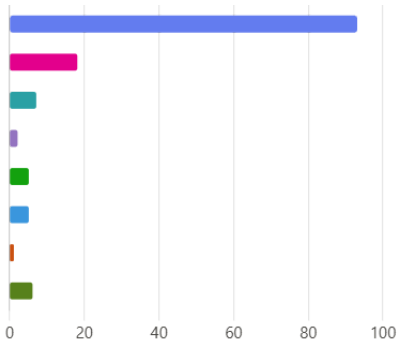
28. Are you Hispanic or Latino?

Yes	19
No	105



29. How do you describe yourself? You may select multiple options, or you may skip this question

White/Caucasian	93
Black or African American	18
Native American	7
Native Hawaiian or Pacific Islander	2
Asian	5
Bi-Racial, Multi-Racial or Multi-Ethnic	5
I identify myself with a different race	1
I choose not to answer	6



30. Thank you for your input. Your selections will be used to help understand the childcare needs in the community!

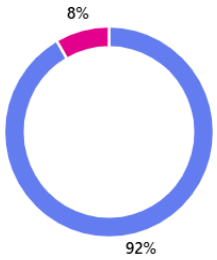
Responses Overview

Closed

Responses	Average Time	Duration
24	08:44	116 Days

1. Are you an employer in Mariposa County or the surrounding area?

Yes	22
No	2



2. Please provide your email address

22
Responses

Latest Responses
"Bridget@sierrafoothill.org"
"todd.magiera@gmail.com"
"rachel.jones@jcf-hospital.com"
...

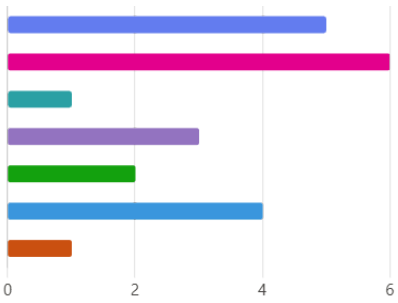
3. What is the name of your organization or business?

22
Responses

Latest Responses
"Sierra Foothill Conservancy"
"National Park Service"
"John C Fremont Healthcare Ditrict"
...

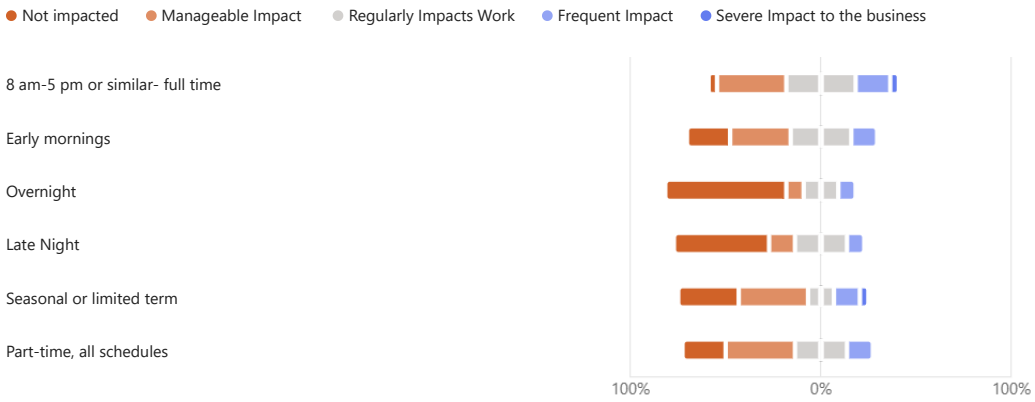
4. How many employees does your organization employ?

1-10 employees	5
11-25 employees	6
26-50 employees	1
51-100 employees	3
101-250 employees	2
251-500 employees	4
501 or more, or a large employer with a branch or office in Mariposa	1

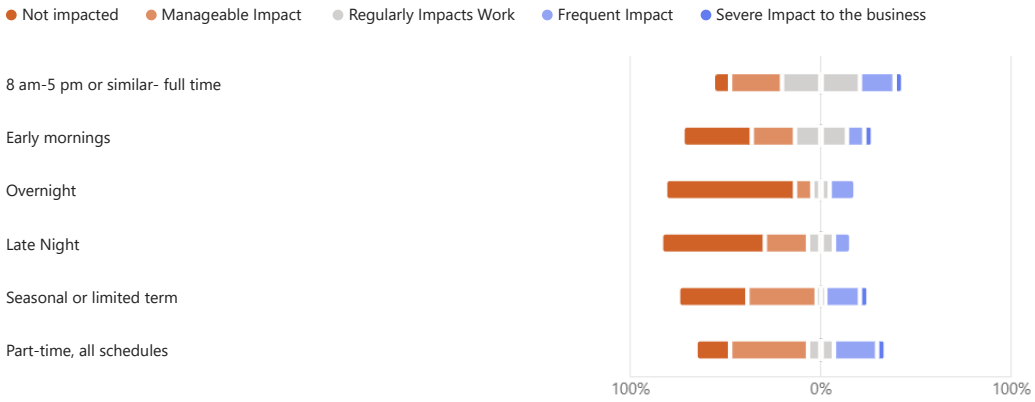


5. Does your organization have difficulty filling vacancies or experience absenteeism?

6. In your organization, what work schedules are most impacted by absenteeism?

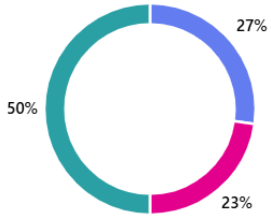


7. In your organization, what work schedules are most impacted in terms of difficulty to fill vacancies?

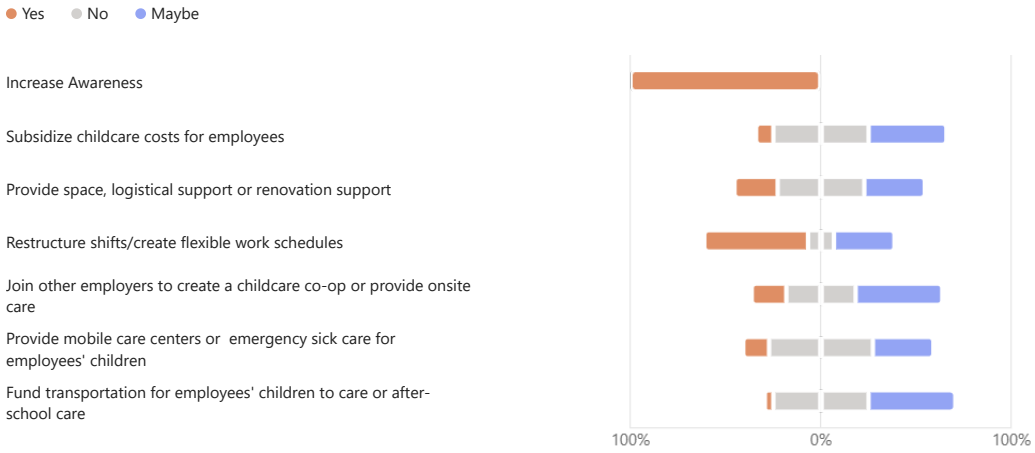


8. Do most of your employees know about financial assistance available to help them pay for child care?

Yes	6
No	5
Not Sure	11

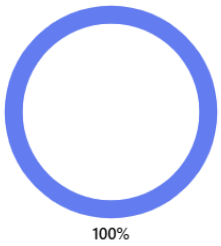


9. In what ways would your organization be willing or able to support employees with their childcare needs?



10. May we follow up with you if we have further questions?

Yes	22
No	0



11. Please provide any ideas that your organization might support to improve childcare resources in the community?

14
Responses

Latest Responses

"We provide highly flexible schedules to accommodate family needs. It would be g..."

"N/A"

• • •

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Accept Resignation and Recognize the Service of Loretta Milne on the Behavioral Health Board (BHB)

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Loretta Milne on the Behavioral Health Board (BHB).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has approved similar items in the past

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, fail to recognize Loretta Milne for her service on the Behavioral Health Board

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Behavioral Health Board - Committe Vacancy Notice**

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

NOTICE OF VACANCIES

on the

Behavioral Health Board

Eight (8) vacancies exist on the Behavioral Health Board (BHB), and appointments shall be made as follows:

The BHB shall consist of a minimum of five and not more than fifteen members, including one member of the Board of Supervisors.

The BHB shall meet the following membership criteria: fifty percent of the board membership shall be consumers, or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services; at least 20 percent of the total membership shall be consumers, and at least 20 percent shall be families of consumers.

Terms of appointment shall be as follows:

Serve a three year term with appointments equitably staggered so that approximately one-third of membership expires each year; no member of the board or his/her spouse shall be a full/part-time county employee of a county mental health service, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a mental health contract agency.

The purpose of the Behavioral Health Board is to:

Review and evaluate the community's mental health needs, services, facilities and special problems; Review any county agreements entered into pursuant to W&IC Section 5650; Advise the Mariposa County Board of Supervisors and the local mental health director as to any aspect of the local mental health program; Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process; Submit an annual report to the Mariposa County Board of Supervisors on the needs and performance of the County's mental health system; Review and make recommendations on applicants for the appointment of a local director of behavioral health services, and the BHB shall be included in the selection process prior to the vote of the Board of Supervisors; and Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council.

To apply:

Individuals interested in serving on the Behavioral Health Board should submit a completed application and supplemental questionnaire (available from the Human Services Department, the Clerk of the Board's office or http://www.mariposacounty.org/DocumentCenter/View/51461) addressed to the Clerk of the Board, Post Office Box 784, Mariposa, California 95338.

Posted: 9 / 1 5 / 2 5 at HHSA and on mariposacounty.org

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-400

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Three-Year Memorandum of Understanding (MOU) with Valley Regional Counties of Human Services Mutual Aid Plan for Disaster CalFresh to Support Human Services Agencies and their Ability to Maintain Services in Times of Disaster or Other Emergencies; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Memorandum of Understanding (MOU) with Valley Regional Counties of Human Services Mutual Aid Plan for Disaster CalFresh to Support Human Services Agencies and their Ability to Maintain Services in Times of Disaster or Other Emergencies; and Authorize the Board of Supervisors Chair to Sign the MOU.

Under this MOU, mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to a Disaster CalFresh program. Counties agree to provide up to 14 calendar days of mutual aid. Participating counties include Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, Tulare and Tuolumne.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 12, 2024 the Board approved a First Amendment to the Three-Year Memorandum of Understanding with Valley Regional Counties of Human Services Mutal Aid Plan through Resolution No. 2024-492.

On April 20, 2021 the Board approved a Three-Year Memorandum of Understanding with Valley Regional Counties of Human Services Mutal Aid Plan through Resolution No. 2021-209.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is withdrawn, Mariposa County will no longer be a contributing member of the mutual aid plan and forego a highly collaborative program to meet client needs during dire circumstances.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Valley Regional Counties MOU for D-CalFresh 2021-2024_11152021 (1) (1) (1)**
2. **First Amendment Disaster CF MOU Valley Regional Counties_No Signature Page (1)**

3. CalFresh Disaster MOU 205-2028 with Signature Page

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-400

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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RECOMMENDATION AND JUSTIFICATION

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FINANCIAL IMPACT

None

ATTACHMENTS

1. **Valley Regional Counties MOU for D-CalFresh 2021-2024_11152021 (1) (1) (1)**
2. **First Amendment Disaster CF MOU Valley Regional Counties_No Signature Page (1)**

3. CalFresh Disaster MOU 205-2028 with Signature Page

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

DISASTER CALFRESH PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)
VALLEY REGIONAL COUNTIES – MUTUAL AID PLAN
PROTOCOL FOR POST-DISASTER SUPPORT/SERVICES ACCOMMODATION

This Memorandum of Understanding (MOU) is made and entered into by and between the Counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare (referred to collectively as "Mutual Aid Counties").

1. Purpose

The purpose of the Valley Regional Counties of Human Services Mutual Aid Plan is to support partner county human services agencies and their ability to maintain services in times of disaster or other emergencies.

Participating counties in this MOU listed alphabetically:

- Fresno
- Kern
- Kings
- Madera
- Mariposa
- Merced
- San Joaquin
- San Luis Obispo
- Stanislaus
- Tulare

2. General Policy

The general policy provides that:

- Each county is responsible for the training of its personnel in the implementation of this plan.
- Use of this plan is voluntary.

Mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to operating a Disaster CalFresh Program. Counties agree to provide up to fourteen (14) calendar days of mutual aid. The requesting Welfare Director, or designee, may make special arrangements with the providing Welfare Director to continue duty assignments of a mutual aid person for more than fourteen (14) calendar days.

This MOU does not prevent the Disaster County from seeking assistance from another Mutual Aid County outside of this agreement.

3. **Term**
This MOU shall become effective upon the date signed by each County's Board of Supervisors, or designee, and shall terminate on October 31, 2024. This MOU may be extended for one additional twelve month period upon the written approval of all parties no later than thirty (30) days prior to expiration.

4. **Termination**
A County's participation in this MOU may be terminated at any time by the County, or its Welfare Director or designee, upon giving thirty (30) days advance written notice of an intent to terminate to the other parties. The termination of a County's participation in this MOU will not terminate this MOU as it relates to the remaining parties. This MOU may be terminated upon the written agreement of all parties.

5. **Definitions**

a. "**Mutual Aid Counties**" means the counties that have entered into this MOU to provide post-disaster recovery support in the event of a catastrophic disaster – either natural or man-caused.

b. "**Disaster Mutual Aid County**" means the county is need of post-disaster support assistance/services due to a catastrophic disaster. This county may also be referred to as the Disaster County.

c. "**Supporting Mutual Aid County**" means the county providing the post-disaster support assistance/services to a Disaster County. This county may also be referred to as the Supporting County.

d. "**Disaster CalFresh (D-CalFresh)**" in California and Disaster Supplemental Nutrition Assistance Program (D-SNAP) means the Federal post-disaster food assistance program. The program is authorized by the Food Stamp Act of 1977, as amended, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, administered by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).

e. "**EBT**" means the electronic benefits transfer system, which is the electronic issuance of CalFresh and/or cash benefits to eligible households.

f. "**CalFresh Program benefit issuance services**" means any CalFresh/SNAP benefit issuance disaster assistance program which the county is obligated to initiate/implement during the aftermath of a disaster occurrence within the county's jurisdiction.

g. "**Catastrophic Disaster**" means a Presidential Declaration for Individual Assistance has been declared in the affected area.

6. Responsibilities of the Mutual Aid Counties

6.1. The Mutual Aid Counties (MAC) shall have the following shared responsibilities:

a. To immediately notify the other Mutual Aid County of any changes to the post-disaster cross-county support activities/services that are set forth in this MOU. Amendments to this MOU will only be effective when agreed to in writing by all of the parties.

b. Establish the rules for invoking the protocol for post-disaster support accommodation as agreed upon in this MOU.

c. Establish disaster security profiles to enable their designated disaster employees to process the Mutual Aid County's disaster applications.

d. To notify the other mutual aid counties of any changes to Key County Contacts set forth in Exhibit A, attached hereto and by this reference incorporated herein. It is understood that the contents of Exhibit A will change over time.

6.2 The Disaster County shall be responsible to invoke the protocol of the Mutual Aid County post-disaster support/services accommodation process and:

a. Obtain approval for waivers of program policies that are specific to that catastrophic disaster event from the appropriate Federal oversight agencies to include the Mutual Aid County providing recovery services to the Disaster County under this MOU.

b. Create all public statement templates, which the Disaster County will be asking the Supporting County to disseminate to the various broadcasting and news print media in the Supporting County's jurisdiction. Standard public statement templates shall include:

i. The location of the disaster processing sites and the capacity of computers/workstations,

ii. The dates and times when the disaster processing sites will be operating,

iii. The required documents needed to apply for the disaster assistance programs, and

iv. The various methods of applying for the disaster assistance programs.

6.3 If possible, the Supporting County shall:

a. Be responsible to act upon the Disaster County's request to implement the Mutual Aid County protocol for disaster support/services accommodation process along with other responsibilities as soon as administratively feasible, but no greater than forty-eight (48) hours after receipt of the request.

b. In the event the Supporting County is unable to comply with any of the post-disaster support/services that are negotiated in the MOU, the Supporting County shall immediately inform the Disaster County of its inability to comply with the specific terms of the MOU.

c. The Mutual Aid Counties agree that there will be no financial penalty upon that Supporting County's inability to comply with the specific post-disaster support / services requested in this MOU.

6.4 The Disaster County acknowledges it shall be liable for all errors and overpayments made by the Supporting County, and no claims or request for financial restitution shall be made against the Supporting County.

6.5 The Disaster County will be responsible for submitting all required Federal, State or local reports to the appropriate agency or agencies.

6.6 The Disaster County will be responsible for its own settlement and reconciliation.

6.7 Each Mutual Aid County acknowledges it shall be liable for bodily or personal injury or death of any person, or loss of any property arising out of actions or inactions taken by its own officer, agents, or employees.

7. Rules of Invoking the Protocol for Post-Disaster Support/Services Accommodation

7.1. In the event of a catastrophic disaster, the Mutual Aid Counties shall follow the rules of invoking the protocol for post-disaster support/services accommodation which are:

a. Disaster County will submit a request for Disaster CalFresh Program (D-CalFresh) implementation.

b. Upon authorization from the USDA-FNS to implement a D-CalFresh Program, the Disaster County will conduct a full evaluation on the extent of damages from the catastrophic disaster to assess the scope of assistance that will be needed from the Supporting Mutual Aid Counties.

c. As soon as administrative feasible, the Disaster County notify the Supporting Mutual Aid County by telephone, fax or email when post-disaster support services or assistance are needed from the Supporting Mutual Counties:

i. The level of communication will be between the head or designee of the agency overseeing the county's Disaster CalFresh Program and the head or designee(s) of the Supporting Mutual Aid County overseeing the county's CalFresh Program, with additional communications being conducted between the appropriate county personnel who will have to implement the agreed upon services as stated in this MOU. D-CalFresh Program Mutual Aid County Contact information is set forth in Exhibit A to this MOU;

ii. The initial communication shall include the county's analysis of the devastation, to the extent known the type of assistance support/services the Disaster County is requesting from the Supporting County, and the estimated time period the assistance support is needed. As conditions change, the Disaster County can submit modified requests for assistance;

iii. This initial communication will allow the Mutual Aid Counties to internally prepare personnel for the additional support/services.

7.2. The Supporting County, may provide the following post-disaster support services/activities as needed by the Disaster County.

a. Assistance with locating and securing lodging or shelter for Disaster County employees;

b. Assistance with locating and procuring meals for Disaster County employees;

c. Assistance with transportation or travel cost reimbursement;

d. Technical Assistance which may include, but is not limited to assistance with consortia system, ebtEDGE/EBT functionality access, security and password changes, computer, laptop and connectivity assistance, and telephone and web access assistance;

e. Up to ten (10) worksite locations which could be located at County district offices or local assistance centers;

f. Personnel support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for personnel support provided by Supporting County. Disaster County Personnel support services may include, but are not limited to, the following:

i. On-site support to assist at the disaster response centers in the Disaster County;

ii. All costs to transport, house and feed the personnel from the Supporting County in the Disaster County;

iii. Virtual support to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files:

a) The Supporting County, if feasible, will assist the Disaster County in processing its on-line or paper disaster applications.

b) The Mutual Aid Counties agree the Supporting County shall transmit the demographic and benefit authorization files for all of the disaster applications that it processes to the Disaster County's EBT contractor.

c) Call Center Support – to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files, and will assist callers in the Disaster County with answering general questions about resources and D-CalFresh.

iv. The Supporting County is responsible to complete timesheets, provide receipts and other verifications and other required documents that are needed for the Disaster County to obtain FEMA reimbursement for the Mutual Aid County assistance.

g. Technical support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for the technical support provided by the Supporting County. Technical support services may include, but are not limited to, the following:

i. Lending of Personal computer (PC) software and/or hardware;

ii. Issuance of the Disaster County's disaster EBT cards;

iii. Issuance of the Disaster County's disaster CalFresh benefits;

iv. On-line or batch set-up and benefit authorization;

v. Creation of "special" security profiles for Mutual Aid Counties assignment to personnel (inquiry and update profiles).

vi. Training in how Supporting County assistance is to be delivered.

7.3 To the extent possible, the Mutual Aid Counties are to explore options of remote assistance to avoid travel to the disaster zones and exposure to potential harm. Remote assistance options may include:

a. Processing faxed, scanned, mailed or emailed disaster applications,

b. Using Skype or other forms telecommuting such as webinars and conference calls to interview or meet,

c. Using Virtual Private Network accounts (VPN),

d. Using www.mybenefitscalwin.org or www.C4Yourself.com and

e. Working with the consortium to leverage technical capability when available for remote Mutual Aid County assistance.

7.4 Prior to the end of the assigned application period, the Mutual Aid counties shall jointly agree to an end date of the support activities.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper offices thereunto duly authorized, as of the day and year written.

Dated: 8/10/21

County of Fresno

By: _____
Steve Brandau, Chairman of the
Board of Supervisors of the
County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

DocuSign Envelope ID: B1B7975A-BA13-4236-A2C3-97A83517550A

Dated: OCT 12 2021

County of Kern

PHILLIP PETERS

By: _____
Phillip Peters, Chairperson of the Board of Supervisors of the County of Kern

Attest:
Kathleen Krause
Clerk of the Board

By: _____
Clerk of the Board

Approved as to Form:
Office of the County Counsel

By: DocuSigned by: Bryan Walters
AF587198A3D64A3...
Bryan Walters, Deputy County Counsel

Dated: 9/21/2021

Dated: July 20, 2021

County of Kings

By: _____
Craig Pedersen, Chairperson of the Board of Supervisors of the County of Kings

Attest:
Catherine Venturella
Clerk of Board of Supervisors

By: _____
[TITLE] Clerk of Board of Supervisors

Dated: 8/3/21

Approved as to Legal Form:
COUNTY COUNSEL
Crystal M. Pizano

By: _____

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US O = Lozano Smith
Date: 2021.05.12 14:54:22 -07'00'

County of Madera

By: _____
Chairman, of the Board of Supervisors
of the County of Madera

Attest:

By: _____
Karen Pogue
Clerk, Board of Supervisors

Dated: 4-20-21

County of Mariposa

By: _____
Marshall Long, Chairperson of the Board of Supervisors of the County of Mariposa

Attest:
Rene LaRoche
Clerk of the Board

By: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
COUNTY COUNSEL

Dated: JUL 2 7 2021

County of Merced

By: _____ for
Daron McDaniel, Chairperson of the Board
of Supervisors of the County of Merced

Attest:

James L. Brown
Clerk of the Board of Supervisors

By: _____, Deputy

Approved as to Legal Form:
Forrest W. Hansen
Merced County Counsel

By: _____

David I. Hood
Deputy County Counsel

Date: 7/19/21

COUNTY OF SAN JOAQUIN

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: Rachel DeBord
Clerk
Date: 9/28/21

COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: Tom Patti
Chairman, TOM PATTI
Board of Supervisors
Date: 9/28/21

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Kimberly D. Johnson
KIMBERLY D. JOHNSON
Assistant County Counsel
Date: 8/20/21

Dated: July 13, 2021

County of San Luis Obispo

By: Lynn Compton
Chairperson of the Board of Supervisors of the County of San Luis Obispo

Attest:

WADE HORTON
Ex-Officio Clerk of the Board of Supervisors

By: Karen N. Christiansen
Deputy Clerk

Approved as to Form
San Luis Obispo County Counsel

By: Daniel Tatick for Rita Neal

DEPUTY COUNTY COUNSEL
(Title)

Dated: Apr 23, 2021

County of Stanislaus

By: Kathryn M. Harwell
Kathryn M. Harwell (Apr 23, 2021 13:12 PDT)

Kathryn M. Harwell, Director of Stanislaus County Community Services Agency

Attest:

Michelle Stone
Administrative Clerk II

By: Mstone

Administrative Clerk II

Dated: Apr 21, 2021

Approved as to form:
County Counsel

By: Todd James (Apr 21, 2021 12:36 PDT)

Todd James
Deputy County Counsel

Exhibit A: Key County Contacts

Dated: 7/26/2021

County of Tulare

By: _____
[Amy Shuklian, Chairperson of the Board of Supervisors of the County of Tulare

Attest:
Jason T. Britt
County Administrative Officer

By: _____
[TITLE] Deputy Clerk

Approve As To Form:
County Counsel

By: Allison K. Pierce 5/4/2021
Deputy

Matter No: 2021445

Exhibit A: Key County Contacts

Fresno County	Primary Contact	DSS Key Contact
Name Title Address Desk Phone # Back-up # Email	Sanja Bugay Director 205 W. Pontiac Way, Bldg. 2 Clovis, CA93612 (559) 600-2301 sbugay@fresnocountyca.gov	Joshua Hernandez Deputy Director 205 W. Pontiac Way, Bldg. 3 Clovis, CA 93612 (559) 600-4157 joshernandez@fresnocountyca.gov
	MOU Contact	DSS Secondary Contact
Name Title Address Desk Phone # Back-up# Email	Chameng Thao Staff Analyst 205 W. Pontiac Way, Bldg. 2 Clovis, CA 93612 (559) 600-2326 chthao@fresnocountyca.gov	Linda Du'Chene Deputy Director 3500 Never Forget Ln. Bldg. 1 Clovis, CA 93612 (559) 600-2875 lduchene@fresnocountyca.gov

Kern County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Angela Garcia Assistant Program Director PO Box 511 Bakersfield, CA 93302 661-873-2820; 661-873-2826 garciaan@kerndhs.com	Valerie Rangel Program Director PO Box 511 Bakersfield, CA 93302 661-873-2824; 661-873-2826 rangelv@kerndhs.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Valerie Rangel Program Director PO Box 511 Bakersfield, CA 93302 661-873-2824; 661-873-2826 rangelv@kerndhs.com	Dena Murphy Director PO Box 511 Bakersfield, CA 93302 661-631-6646; 661-633-7307 murphyd@kerndhs.com

Exhibit A: Key County Contacts

Kings County	Primary Contact	Back-up Contact
Name	Brandon Moreno	Aime Hernandez
Title	Program Specialist	Program Manager
Address	1400 W Lacey Blvd Bldg 8, Hanford, CA 93230	1400 W Lacey Blvd Bldg. 8 Hanford, CA 93230
Desk Phone #	559-852-2232	559-852-4254
Back-up #		
Email	Brandon.Moreno@co.kings.ca.us	Aime.hernandez@co.kings.ca.us
	MOU Contact	Director (if not already included)
Name	Patricia Martinez	Sanja K. Bugay
Title		Director
Address		1400 W Lacey Blvd Bldg 12, Hanford, CA 93230
Desk Phone #	559-852-2262	559-852-2200
Back-up#		
Email	patricia.martinez@co.kings.ca.us	Sanja.Bugay@co.kings.ca.us

Madera County	Primary Contact	Back-up Contact
Name	Carmen Noval-Martinez	Steve Duckworth
Title	Program Manager	Deputy Director
Address	PO BOX 569 Madera, CA 93639	PO BOX 569 Madera, CA 93639
Desk Phone #	559-675-2364	559-675-2374
Back-up #		
Email	Carmen.noval@maderacounty.com	Steve.duckworth@maderacounty.com
	MOU Contact	Director (if not already included)
Name	Raeanne Jain	Deborah Martinez
Title	Administrative Analyst	Director
Address	PO BOX 569 Madera, CA 93639	PO BOX Madera, CA 93639
Desk Phone #	559-675-7845	559-675-7841
Back-up#		
Email	Raeanne.Jain@maderacounty.com	Deborah.Martinez@maderacounty.com

Exhibit A: Key County Contacts

Mariposa County	Primary Contact	Back-up Contact
Name	Launa Gann	Alicia Finley
Title	Program Manager	Eligibility Specialist Supervisor
Address	5362 Lemee Lane PO Box 99 Mariposa, CA 95338	5362 Lemee Lane PO Box 99 Mariposa, CA 95338
Desk Phone #	(209)742-0913	(209)742-0843
Back-up #	(209)347-7030	(209)347-6033
Email	lgann@mariposacounty.org	afinley@mariposacounty.org
	MOU Contact	Director (if not already included)
Name	Dumile Wilson	Shannon Gadd
Title	Administrative Analyst I	Director
Address	5362 Lemee Lane, PO Box 99 Mariposa, CA 95338	5362 Lemee Ln PO Box 99 Mariposa, CA 95338
Desk Phone #	209-742-0971	(209)742-0892
Back-up#	209-628-8173	(209)742-0961
Email	dwilson@mariposacounty.org	sgadd@mariposacounty.org

Merced County	Primary Contact	Back-up Contact
Name	Lupe Cisneros	Mary Ellen Arana
Title	Program Manager	Deputy Director
Address	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341
Desk Phone #	(209) 385-3000 ext. 5301	(209) 385-3000 ext. 5455
Back-up #		
Email	Lupe.Cisneros@countyofmerced.com	MaryEllen.Arana@countyofmerced.com
	MOU Contact	Director (if not already included)
Name	Michelle Smith	Yvonnia Brown
Title	Staff Services Analyst	Director
Address	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341
Desk Phone #	(209) 385-3000 ext. 5262	(209) 385-3000 ext. 5300
Back-up#		
Email	Michelle.Smith2@countyofmerced.com	Yvonnia.Brown@countyofmerced.com

Exhibit A: Key County Contacts

San Joaquin County	Primary Contact	Back-up Contact
Name	Audrey Mathers	Melissa Mullin
Title	Management Services Administrator	HSA Staff Analyst
Address	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202
Desk Phone #	(209) 468-1798	(209) 468-2043
Back-up #	(209) 468-1000	(209) 468-1000
Email	amathers@sjgov.org	mmullin@sjgov.org
	MOU Contact	Director (if not already included)
Name	Audrey Mathers	Chris Woods
Title	Management Services Administrator	Director
Address	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202
Desk Phone #	(209) 468-1798	(209) 468-1157
Back-up#	(209) 468-1000	(209) 468-1156
Email	amathers@sjgov.org	cwoods@sjgov.org

San Luis Obispo County	Primary Contact	Back-up Contact
Name	Robb Koch	Emma Caballero
Title	Program Manager	Program Review Specialist
Address	3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403	3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403
Desk Phone #	805-781-1895	805-781-1885
Back-up #	805-471-9395	805-781-1800
Email	rkoch@co.slo.ca.us	ecaballero@co.slo.ca.us
	MOU Contact	Director (if not already included)
Name		Devin Drake
Title		
Address		3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403
Desk Phone #		805-781-1834
Back-up#		805-310-2747
Email		ddrake@co.slo.ca.us

Exhibit A: Key County Contacts

Stanislaus County	Primary Contact	Back-up Contact
Name	Amanda Sharp	Deliah Vasquez
Title	Director	StanWORKs Asst. Director
Address	251 E. Hackett Road Modesto, CA 95358	251 E. Hackett Road Modesto, CA 95358
Desk Phone #	(209) 558-2500	(209) 558-2540
Back-up #	(209) 558-2505	(209)558-2500
Email	SharAm@stancounty.com	Vasqude@stancounty.com
	MOU Contact	Director (if not already included)
Name		
Title		
Address	Contracts Department	
Desk Phone #		
Back-up#	csa-contracts@stancounty.com	
Email		

Tulare County	Primary Contact	Back-up Contact
Name	Idalia Gonzalez	Anita Suarez
Title	CalFresh Program Specialist II	Unit Manager- Change Management, Program Policy, and Training
Address	4031 W. Noble Ave, Visalia CA 93277	4031 W. Noble Ave, Visalia CA 93277
Desk Phone #	559-623-0142	559-623-0240
Back-up #	559-972-4017	559- 731-8813
Email	IGonzale@tularecounty.ca.gov	ASuarez@tularecounty.ca.gov
	MOU Contact	Director (if not already included)
Name	Vienna Barnes	Anita Ortiz
Title	Human Services Deputy Director	Human Services Director
Address	5957 S. Mooney Blvd Visalia CA 93277	5957 S. Mooney Blvd Visalia CA 93277
Desk Phone #	559-624-8073	559-624-8087
Back-up#	559-690-0421	559-624-8075
Email	VBarnes@tularecounty.ca.gov	AOrtiz2@tularecounty.ca.gov

FIRST AMENDMENT TO DISASTER CALFRESH PROGRAM
MEMORANDUM OF UNDERSTANDING VALLEY REGIONAL COUNTIES MUTUAL AID PLAN
PROTOCOL FOR POST DISASTER SUPPORT/SERVICES ACCOMMODATION

This First Amendment to Disaster CalFresh Program Memorandum of Understanding (MOU) Valley Regional Counties Mutual Aid Plan Protocol for Post Disaster Support/Services Accommodation is made and entered into by and between the COUNTIES OF FRESNO, KERN, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, SAN LUIS OBISPO, STANISLAUS, AND TULARE (referred to collectively as "MUTUAL AID COUNTIES").

WHEREAS, on the September 28, 2021 MUTUAL AID COUNTIES entered into a MOU to support partner county Human Services Agencies and their ability to maintain services in times of disaster or other emergencies (B-21-587); and

WHEREAS, MUTUAL AID COUNTIES now desire to amend certain provisions of the MOU.

NOW, THEREFORE, in consideration of mutual obligations in the MOU and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this AMENDMENT, AGREE AS FOLLOWS:

1. Term (Section 3) shall be changed to: This MOU shall become effective upon the date signed by each County's Board of Supervisors, or designee, and shall terminate on October 31, 2025.

3. All other provisions of the MOU shall remain unchanged.

IN WITNESS WHEROF, MUTUAL AID COUNTIES have executed this Amendment effective on the date and year written:

DISASTER CALFRESH PROGRAM
MEMORANDUM OF UNDERSTANDING
VALLEY REGIONAL COUNTIES MUTUAL AID PLAN
PROTOCOL FOR POST-DISASTER SUPPORT/SERVICES ACCOMMODATION

This Memorandum of Understanding ("MOU") is made and entered into by and between the Counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, Tulare, and Tuolumne (each referred to individually as "Mutual Aid County," and collectively as "Mutual Aid Counties").

1. Purpose

The purpose of the Valley Regional Counties of Human Services Mutual Aid Plan is to support partner county human services agencies and their ability to maintain services in times of disaster or other emergencies.

Participating counties in this MOU listed alphabetically:

- Fresno
- Kern
- Kings
- Madera
- Mariposa
- Merced
- San Joaquin
- San Luis Obispo
- Stanislaus
- Tulare
- Tuolumne

2. General Policy

The general policy provides that:

- Each Mutual Aid County is responsible for the training of its personnel in the implementation of this plan.
- Use of this plan is voluntary.

Mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to operating a Disaster CalFresh Program. Mutual Aid Counties agree to provide up to fourteen (14) calendar days of mutual aid. The requesting Welfare Director, or designee, may make special arrangements with the providing Welfare Director to continue duty assignments of a mutual aid person for more than fourteen (14) calendar days.

This MOU does not prevent the Disaster County from seeking assistance from another Mutual Aid County outside of this agreement.

3. Term

This MOU shall become effective upon the date signed by each Mutual Aid County's Board of Supervisors, or designee, and shall terminate on October 31, 2030. This MOU may be extended for one additional twelve-month period upon the written approval of all parties no later than thirty (30) days prior to expiration.

4. Termination

A county's participation in this MOU may be terminated at any time by the county, or its Welfare Director or designee, upon giving thirty (30) days advance written notice of an intent to terminate to the other parties. The termination of a county's participation in this MOU will not terminate this MOU as it relates to the remaining parties. This MOU may be terminated upon the written agreement of all parties.

5. Definitions

a. "**Mutual Aid Counties**" means the counties that have entered into this MOU to provide post-disaster recovery support in the event of a catastrophic disaster – either natural or man-caused. Each county may also be individually referred to as a "Mutual Aid County."

b. "**Disaster Mutual Aid County**" means the county is in need of post-disaster support assistance/services due to a catastrophic disaster. This county may also be referred to as the "Disaster County."

c. "**Supporting Mutual Aid County**" means the county providing the post-disaster support assistance/services to a Disaster County. This county may also be referred to as the "Supporting County."

d. "**Disaster CalFresh (D-CalFresh)**" in California and Disaster Supplemental Nutrition Assistance Program (D-SNAP) means the Federal post-disaster food assistance program. The program is authorized by the Food Stamp Act of 1977, as amended, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, administered by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).

e. "**EBT**" means the electronic benefits transfer system, which is the electronic issuance of CalFresh and/or cash benefits to eligible households.

f. "**Disaster CalFresh Program benefit issuance services**" means any CalFresh/SNAP benefit issuance disaster assistance program which the county is obligated to initiate/implement during the aftermath of a disaster occurrence within the county's jurisdiction.

g. "**Catastrophic Disaster**" means a Presidential Declaration for Individual Assistance has been declared in the affected area.

6. Responsibilities of the Mutual Aid Counties

6.1. The Mutual Aid Counties shall have the following shared responsibilities:

a. To immediately notify the other Mutual Aid Counties of any changes to the post-disaster cross-county support activities/services that are set forth in this MOU. Amendments to this MOU will only be effective when agreed to in writing by all of the parties.

b. Establish the rules for invoking the protocol for post-disaster support accommodation as agreed upon in this MOU.

c. Establish disaster security profiles to enable their designated disaster employees to process the Mutual Aid County's disaster applications.

d. To notify the other Mutual Aid Counties of any changes to Key County Contacts set forth in Exhibit A, attached hereto and by this reference incorporated herein. It is understood that the contents of Exhibit A will change over time.

6.2. The Disaster County shall be responsible to invoke the protocol of the Mutual Aid County post-disaster support/services accommodation process and:

a. Obtain approval for waivers of program policies that are specific to that catastrophic disaster event from the appropriate Federal oversight agencies to include the Supporting Mutual Aid County providing recovery services to the Disaster County under this MOU.

b. Create all public statement templates, which the Disaster County will be asking the Supporting County to disseminate to the various broadcasting and news print media in the Supporting County's jurisdiction. Standard public statement templates shall include:

i. The location of the disaster processing sites and the capacity of computers/workstations;

ii. The dates and times when the disaster processing sites will be operating;

iii. The required documents needed to apply for the disaster assistance programs; and

iv. The various methods of applying for the disaster assistance programs.

6.3. If possible, the Supporting County shall:

a. Be responsible to act upon the Disaster County's request to implement the Mutual Aid County protocol for disaster support/services accommodation process along with other responsibilities as soon as administratively feasible, but no greater than forty-eight (48) hours after receipt of the request.

b. In the event the Supporting County is unable to comply with any of the post-disaster support/services that are negotiated in the MOU, the Supporting County shall immediately inform the Disaster County of its inability to comply with the specific terms of the MOU.

c. The Mutual Aid Counties agree that there will be no financial penalty upon that Supporting County's inability to comply with the specific post-disaster support/services requested in this MOU.

6.4. The Disaster County acknowledges it shall be liable for all errors and overpayments made by the Supporting County, and no claims or request for financial restitution shall be made against the Supporting County by the Disaster County.

a. If Disaster County pursues collection of overpaid/overissued benefits, Supporting County acknowledges that it may be required to cooperate with Disaster County in any proceeding that may arise from such effort at no expense to Disaster County.

6.5. The Disaster County will be responsible for submitting all required Federal, State or local reports to the appropriate agency or agencies.

6.6. The Disaster County will be responsible for its own settlement and reconciliation.

7. Rules of Invoking the Protocol for Post-Disaster Support/Services Accommodation

7.1. In the event of a catastrophic disaster, the Mutual Aid Counties shall follow the rules of invoking the protocol for post-disaster support/services accommodation which are:

a. Disaster County will submit a request for Disaster CalFresh Program (D-CalFresh) implementation to the United States Department of Agriculture Food and Nutrition Service (USDA-FNS).

b. Upon authorization from the USDA-FNS to implement a D-CalFresh Program, the Disaster County will conduct a full evaluation on the extent of damages from the catastrophic disaster to assess the scope of assistance that will be needed from the Supporting Mutual Aid Counties.

c. As soon as administratively feasible, the Disaster County shall notify the Supporting Mutual Aid Counties by telephone, fax or email when post-disaster support services or assistance are needed from the Supporting Mutual Aid County:

i. The level of communication will be between the head or designee of the Disaster County agency overseeing the county's Disaster CalFresh Program and the head or designee(s) of the Supporting Mutual Aid County overseeing the county's CalFresh Program, with additional communications being conducted between the appropriate county personnel who will have to implement the agreed upon services as stated in this MOU. D- CalFresh Program Mutual Aid County Contact information is set forth in Exhibit A to this MOU;

ii. The initial communication shall include the Disaster County's analysis of the devastation, to the extent known the type of assistance support/services the Disaster County is requesting from the Supporting County, and the estimated time period the assistance support is needed. As conditions change, the Disaster County can submit modified requests for assistance; and

iii. This initial communication will allow the Mutual Aid Counties to internally prepare personnel for the additional support/services.

7.2. The Supporting County may provide the following post-disaster support services/activities as needed by the Disaster County.

a. Assistance with locating and securing lodging or shelter for Disaster County employees;

b. Assistance with locating and procuring meals for Disaster County employees;

c. Assistance with transportation or travel cost reimbursement;

d. Technical assistance which may include, but is not limited to assistance with consortia system, ebtEDGE/EBT functionality access, security and password changes, computer, laptop and connectivity assistance, and telephone and web access assistance;

e. Up to ten (10) worksite locations which could be located at county district offices or local assistance centers; and

f. Personnel support – The Mutual Aid Counties agree that the Disaster County shall be responsible to reimburse all associated costs for personnel support provided by Supporting County. Disaster County personnel support services may include, but are not limited to, the following:

i. On-site support to assist at the disaster response centers in the Disaster County;

ii. All costs to transport, house and feed the personnel from the Supporting County in the Disaster County;

iii. Virtual support to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files:

a) The Supporting County, if feasible, will assist the Disaster County in processing its on-line or paper disaster applications.

b) The Mutual Aid Counties agree that the Supporting County shall transmit the demographic and benefit authorization files for all of the disaster applications that it processes to the Disaster County's EBT contractor.

c) Call Center Support – to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files, and will assist callers in the Disaster County with answering general questions about resources and D-CalFresh.

iv. The Supporting County is responsible to complete timesheets, provide receipts and other verifications and other required documents that are needed for the Disaster County to obtain FEMA reimbursement for the Mutual Aid County's assistance.

g. Technical support – As subsequently negotiated by the Mutual Aid Counties and the Disaster County when invoking the protocol for post-disaster support, Disaster County agrees that it shall be responsible for reimbursing Supporting County for all associated costs for the technical support provided by the Supporting County. Technical support services may include, but are not limited to, the following:

i. Lending of personal computer (PC) software and/or hardware;

ii. Issuance of the Disaster County's disaster EBT cards;

iii. Issuance of the Disaster County's disaster CalFresh benefits;

iv. On-line or batch set-up and benefit authorization;

v. Creation of "special" security profiles for Mutual Aid Counties assignment to personnel (inquiry and update profiles); and

vi. Training in how Supporting County assistance is to be delivered.

7.3. To the extent possible, the Mutual Aid Counties are to explore options of remote assistance to avoid travel to the disaster zones and exposure to potential harm. Remote assistance options may include:

a. Processing faxed, scanned, mailed or emailed disaster applications;

b. Using Skype or other forms telecommuting such as webinars and conference calls to interview or meet;

c. Using Virtual Private Network accounts (VPN);

d. Using benefitscal.com; and

e. Working with the consortium to leverage technical capabilities when available for remote Mutual Aid County assistance.

7.4 Prior to the end of the assigned application period, the Mutual Aid Counties shall jointly agree to an end date of the support activities.

8. General Terms and Conditions

8.1 During the performance of the support services/activities contemplated by this MOU, the Mutual Aid Counties, at all times are acting as independent contractors. Supporting Counties including any/all personnel providing assistance hereunder, shall not have any claim under this MOU against Disaster Counties for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The Mutual Aid Counties hereby acknowledge the fact that each is an independent contractor and is in no way to be construed as an employee of another Mutual Aid County nor shall any persons employed by the Mutual Aid Counties be so construed.

8.2 Each Mutual Aid County acknowledges it shall be liable for bodily or personal injury or death of any person, or loss of any property arising out of actions or inactions taken by its own officers, agents, or employees.

8.3 Each Mutual Aid County shall defend, indemnify and hold the other Mutual Aid Counties, their officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable 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 claim for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Mutual Aid County, its officers, agents, or employees.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed and attested by their proper offices thereunto duly authorized, as of the day and year last written below.

[Remainder of page intentionally left blank; signature page to follow]

ATTEST, Mariposa County Board of Supervisors, State of California

By: _____
Danielle Bonshu, Clerk of the Board

Date: _____

COUNTY OF MARIPOSA a political subdivision of the State of California

By: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

Date: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____

Date: _____

Exhibit A: Key County Contacts

Fresno County	Primary Contact	Back-up Contact
Name	Joshua Hernandez	Alimat Adebiyi
Department Name	Department of Social Services	Department of Social Services
Title	Deputy Director	Deputy Director
Address	205 West Pontiac Way, Bldg 3, Clovis, CA 93612	3500 Never Forget Ln, Bldg 1, Clovis, CA 93612
Desk Phone #	(559) 600-4157	(559) 600-2875
Back-up #	N/A	N/A
Email	joshernandez@fresnocountyca.gov	aadebiyi@fresnocountyca.gov
	MOU Contact	Director (if not already included)
Name	Rocky Vang	Sanja Bugay
Title	Staff Analyst	Director
Address	205 W. Pontiac Way, Bldg 2, Clovis, CA 93612	205 West Pontiac Way, Bldg 2, Clovis, CA 93612
Desk Phone #	(559) 600-3432	(559) 600-2301
Back-up#	N/A	N/A
Email	txvang@fresnocountyca.gov	sbugay@fresnocountyca.gov

Kern County	Primary Contact	Back-up Contact
Name	Jacqueline Huang	Valerie Rangel
Department Name	Human Services	Human Services
Title	Assistant Program Director	Program Director
Address	PO Box 511 Bakersfield, CA 93302	PO Box 511 Bakersfield, CA 93302
Desk Phone #	661-873-2831	661-873-2824
Back-up #	661-873-2826	661-873-2826
Email	huangj@kerndhs.com	rangelv@kerndhs.com
	MOU Contact	Director (if not already included)
Name	Jenny Solis	Lito Morillo
Title	Contract Administrator	Director
Address	PO Box 511 Bakersfield, CA 93302	PO Box 511 Bakersfield, CA 93302
Desk Phone #	661-334-3310	661-631-6550
Back-up#	661-631-6025	661-633-7307
Email	solisj@kerndhs.com	morillol@kerndhs.com

Exhibit A: Key County Contacts

Kings County	Primary Contact	Back-up Contact
Name	Patricia Martinez	Jacqueline Adams
Department Name	Human Services Agency	Human Services Agency
Title	Program Specialist	Program Manager
Address	1400 W Lacey Blvd Bldg 8, Hanford, CA 93230	1400 W Lacey Blvd Bldg 8 Hanford, CA 93230
Desk Phone #	559-852-2262	559-852-4863
Back-up #	N/A	N/A
Email	Patricia.Martinez@co.kings.ca.us	Jacqueline.Adams@co.kings.ca.us
	MOU Contact	Director (if not already included)
Name	Patricia Martinez	Wendy Osikafo
Title	Program Specialist	Director
Address	1400 W Lacey Blvd Bldg 8, Hanford, CA 93230	1400 W Lacey Blvd, Bldg 8, Hanford, CA 93230
Desk Phone #	559-852-2262	559-852-2200
Back-up#	N/A	N/A
Email	Patricia.Martinez@co.kings.ca.us	Wendy.Osikafo@co.kings.ca.us

Madera County	Primary Contact	Back-up Contact
Name	Robert Mikel	Mee Wang
Department Name	Department of Social Services	Department of Social Services
Title	Program Manager	Deputy Director
Address	PO BOX 569 Madera, CA 93639	PO BOX 569 Madera, CA 93639
Desk Phone #	559-675-2391	559-675-7841
Back-up #	N/A	N/A
Email	Robert.Mikel@maderacounty.com	Mee.Wang@maderacounty.com
	MOU Contact	Director (if not already included)
Name	Deseri Ornelas	Deborah Martinez
Title	Administrative Analyst	Director
Address	PO BOX 569 Madera, CA 93639	PO BOX 569 Madera, CA 93639
Desk Phone #	559-675-7841	559-675-7841
Back-up#	N/A	N/A
Email	dornelas@maderacounty.com	Deborah.Martinez@maderacounty.com

Exhibit A: Key County Contacts

Mariposa County	Primary Contact	Back-up Contact
Name	Alicia Finley	Andrea Powell
Department Name	Mariposa County Health & Human Services Agency	Mariposa County Health & Human Services Agency
Title	Program Manager	Eligibility Supervisor
Address	5362 Lemee Ln PO Box 99 Mariposa, CA 95338	5362 Lemee Ln PO Box 99 Mariposa, CA 95338
Desk Phone #	209-742-0913	209-742-0841
Back-up #	209-347-6033	209-347-9706
Email	afinley@mariposacounty.org	apowell@mariposacounty.org
	MOU Contact	Director (if not already included)
Name	Britany Sturm	Kristina Keheley
Title	Administrative Analyst	Director
Address	5362 Lemee Ln PO Box 99 Mariposa, CA 95338	5362 Lemee Ln PO Box 99 Mariposa, CA 95338
Desk Phone #	209-742-0877	209-742-6694
Back-up#	N/A	N/A
Email	bsturm@mariposacounty.org	kkeheley@mariposacounty.org

Merced County	Primary Contact	Back-up Contact
Name	Ignacio Delacruz	Cesilia Leon
Department Name	Family Services	Family Services
Title	Program Manager	Deputy Director
Address	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341
Desk Phone #	(209) 385-3000 ext. 5899	(209) 385-3000 ext. 5290
Back-up #	N/A	N/A
Email	ignacio.delacruz@countyofmerced.com	Cesilia.leon@countyofmerced.com
	MOU Contact	Director (if not already included)
Name	Michelle Smith	Yvonnia Brown
Title	Staff Services Analyst	Director
Address	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341	2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341
Desk Phone #	(209) 385-3000 ext. 5262	(209) 385-3000 ext. 5300
Back-up#	N/A	N/A
Email	Michelle.Smith2@countyofmerced.com	Yvonnia.Brown@countyofmerced.com

Exhibit A: Key County Contacts

San Joaquin County	Primary Contact	Back-up Contact
Name	Brandi Schultz Corvey	Tracy Wong
Department Name	San Joaquin County Human Services Agency	San Joaquin County Human Services Agency
Title	Deputy Director, Administration	HSA Staff Analyst
Address	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202
Desk Phone #	(209) 468-0459	(209) 468-1956
Back-up #	N/A	N/A
Email	bcorvey@sjgov.org	tcwong@sjgov.org
	MOU Contact	Director (if not already included)
Name	Contracts Management Unit	Chris Woods
Title	N/A	Director
Address	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202	San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202
Desk Phone #	N/A	(209) 468-1157
Back-up#	N/A	(209) 468-1156
Email	Hsa-contracts@sjgov.org	cwoods@sjgov.org

San Luis Obispo County	Primary Contact	Back-up Contact
Name	Robb Koch	Monica Solis
Title	Program Manager	Program Review Specialist
Address	3433 South Higuera St PO Box 8119 San Luis Obispo CA 93403	3433 South Higuera St PO Box 8119 San Luis Obispo CA 93403
Desk Phone #	805-781-1895	805-781-1942
Back-up #	805-471-9395	805-781-1800
Email	rkoch@co.slo.ca.us	mosolis@co.slo.ca.us
	MOU Contact	Director (if not already included)
Name	Robb Koch	Devin Drake
Title	Program Manager	
Address	3433 South Higuera Street, PO Box 8119 San Luis Obispo, CA 93403	3433 South Higuera St PO Box 8119 San Luis Obispo CA 93403
Desk Phone #	805-781-1895	805-781-1834
Back-up#	805-471-9395	805-310-2747
Email	rkoch@co.slo.ca.us	ddrake@co.slo.ca.us

Exhibit A: Key County Contacts

Stanislaus County	Primary Contact	Back-up Contact
Name	Christine Huber, MSW	Ed Cuellar
Department Name	County of Stanislaus Community Services Agency	County of Stanislaus Community Services Agency
Title	Director	Assistant Director – StanWORKs
Address	251 Hackett Rd. Modesto, CA 95358	251 Hackett Rd. Modesto, CA 95358
Desk Phone #	209-558-2500	209-558-2540
Back-up #		
Email	huberc@stancounty.com	cuellare@stancounty.com
	MOU Contact	Director (if not already included)
Name	Maria Cunnington	
Title	Staff Services Analyst	
Address	251 Hackett Rd. Modesto, CA 95358	
Desk Phone #	209-558-1733	
Back-up#	N/A	
Email	Csa-contracts@stancounty.com	

Tulare County	Primary Contact	Back-up Contact
Name	Idalia Gonzalez	Elisa Vaca
Department Name	TulareWORKs	TulareWORKs
Title	CalFresh Program Specialist II	CalFresh Program Specialist II
Address	4031 W. Noble Ave, Visalia CA 93277	4031 W. Noble Ave, Visalia CA 93277
Desk Phone #	559-623-0142	559-622-7688
Back-up #	559-972-4017	559- 972-2615
Email	IGonzale@tularecounty.ca.gov	EVaca@tularecounty.ca.gov
	MOU Contact	Director (if not already included)
Name	Monica Garcia	Francena Martinez
Title	Unit Manager – Change Management, Program Policy, and Training	Human Services Director
Address	4031 W. Noble Ave. Visalia, CA 93277	5957 S. Mooney Blvd Visalia CA 93277
Desk Phone #	559-623-0240	559-624-8075
Back-up#	559-309-4443	559-624-8075
Email	Mgarcia@tularecounty.ca.gov	FMartinez@tularecounty.ca.gov

Exhibit A: Key County Contacts

Tuolumne County	Primary Contact	Back-up Contact
Name	Michie Anderson	Shauna Armbright
Department Name	Social Services	Social Services
Title	Deputy Director	Eligibility Supervisor
Address	20075 N. Cedar Rd. Sonora, CA 95370	20075 N. Cedar Rd. Sonora, CA 95370
Desk Phone #	209-533-5753	209-533-5781
Back-up #		
Email	manderson@co.tuolumne.ca.us	sarmbright@co.tuolumne.ca.us
	MOU Contact	Director (if not already included)
Name	Bianca Robles	
Title	Staff Services Analyst	
Address	20075 N. Cedar Rd. Sonora, CA 95370	
Desk Phone #	209-533-5709	
Back-up#		
Email	brobles@co.tuolumne.ca.us	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-401

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Interdepartmental Memorandum of Understanding (MOU) with Central Valley Regional Center (CVRC), Alliance for Community Transformations, Mariposa Safe Families, Inc. (MSF), and the Southern Sierra Miwuk Nation (SSMN) for the System of Care for Children and Youth; Authorize the Chief Probation Officer and Health and Human Services Agency (HHSA) Director to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve an Interdepartmental Memorandum of Understanding (MOU) with Central Valley Regional Center (CVRC), Alliance for Community Transformations, Mariposa Safe Families, Inc. (MSF), and the Southern Sierra Miwuk Nation (SSMN) for the System of Care for Children and Youth; Authorize the Chief Probation Officer and Health and Human Services Agency (HHSA) Director to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU.

This Memorandum of Understanding (MOU) serves to meet the requirements of Assembly Bill 2083 which requires each county to develop and implement a MOU outlining the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma. Functioning under an Interagency Leadership Team (ILT) capacity, the team consists of representatives from each of the listed entities in the MOU and has a collective goal to coordinate services to achieve the lowest level of care that is safe and suitable for each individual child/youth and their needs. Higher levels of care include out-of-home placement with resource families, Short Term Residential Therapeutic Placements (STRTPs), residential facilities, and psychiatric hospitalization. Lower levels of care are in a more natural setting and in the least restrictive appropriate environment, including family maintenance in the home of the birth parent(s), close relatives, other family members, or other non-related extended family members.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with the mentioned parties for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the MOU by the Board of Supervisors incurs the risk of the County not complying with state law.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Mariposa AB2083 MOU (ILT-IPC) 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

SYSTEM OF CARE FOR CHILDREN AND YOUTH
MEMORANDUM OF UNDERSTANDING

Mariposa County Health and Human Services Agency (HHSA), Mariposa County Probation Department (Probation), Central Valley Regional Center (CVRC), Mariposa County Office of Education (MCOE), Alliance for Community Transformations, Mariposa Safe Families, Inc (collectively, the Parties and individually a Party), and the Southern Sierra Miwuk Nation (SSMN) shall participate in the System of Care for Children and Youth Memorandum of Understanding.

This Memorandum of Understanding (MOU) serves to meet the requirements of Assembly Bill 2083 which requires each county to develop and implement a MOU outlining the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma.

Each of the Parties has established a collaborative relationship to develop and implement the Mariposa County System of Care as an integrated team. Each Party will participate in the program by coordinating and providing the services as identified in the following MOU.

The Parties have developed the following MOU to guide Mariposa County's approach to serving children and youth in foster care who have experienced severe trauma.

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Section 1. Vision, Mission, Purpose, and Principles Statements

Youth involved in child welfare services and probation are often in crisis and need to receive effective and transparent services from the entire community. Professionals in Mariposa County will work together as advocates, with respect and accountability, to serve the individual emotional and cultural needs of the children/youth of our community. The services provided will be trauma-informed and coordinated in a timely manner through a community team and integrated system with multiple public programs based on individual needs.

Mariposa County has a history of working across systems to support the overarching goal of providing the best services to children/youth. This integrated team believes children/youth deserve to live in an environment that is safe, healthy, and provides the best opportunity to grow up to be productive members of the community. This integrated team is also committed to helping children/youth regardless of need or status with Child Welfare, Probation, or MCOE; the team will respond to and support children/youth and families with resources and solutions.

This team's goal is to coordinate services to achieve the lowest level of care that is safe and suitable for each individual child/youth and their needs. Higher levels of care include out-of-home placement with resource families, Short Term Residential Therapeutic Placements (STRTPs), residential facilities, and psychiatric hospitalization. Lower levels of care are in a more natural setting and in the least restrictive environment appropriate, including family maintenance in the home of the birth parent(s), close relatives, other family members, or other non-related extended family members.

Section 2. Interagency Leadership Team (ILT)

Current ILT Members:

Mariposa County HHSA – Child Welfare	Program Administrator or Designee
Mariposa County HHSA – Public Health	Deputy Director Public Health or Designee
Mariposa County HHSA – Children's Behavioral Health	Children's Behavioral Health Supervisor or Designee
Mariposa County HHSA – Public Assistance	Deputy Director Public Assistance or Designee
Mariposa County Office of Education	Foster/Homeless Youth Liaison or Designee
Mariposa County Probation Department	Juvenile Deputy Probation Officer or Designee
Central Valley Regional Center	Executive Director or Designee
Alliance for Community Transformations – Mountain Crisis	Program Director or Designee
Alliance for Community Transformations – CASA of Mariposa	Program Director or Designee
Alliance for Community Transformation – Ethos Youth Center	Program Director of Designee
Mariposa Safe Families, Inc.	Executive Director or Designee

Mariposa Safe Families, Inc. Child Advocacy Center (CAC)	Executive Director or Designee
Southern Sierra Miwuk Nation	Chairperson or Designee

A. The ILT must, at minimum, have one representative each from HHSA Child Welfare, HHSA Behavioral Health, Probation, Central Valley Regional Center, and MCOE.

    1. A current or former foster youth, parents with lived experience in the behavioral health, child welfare, or probation system, local managed care plan representatives, and Tribal representatives are optional members but encouraged.

    2. Members may designate an alternate representative for their organization. The member must inform the ILT if they intend to have an alternate representative for their organization in writing (which includes email).

B. The Interagency Leadership Team (ILT) shall meet monthly at a mutually agreed-upon physical location. Virtual or hybrid meetings may be utilized on an as-needed basis, subject to agreement by the team. By consensus of the team, the frequency of meetings may be reduced to no less than quarterly. Any ILT member may request a meeting at any time. Meetings shall follow a predetermined agenda and be conducted using a collaborative and facilitative approach, with attention to identifying effective practices, areas of concern, unresolved issues, and agreed-upon next steps.

    1. Standing agenda items for ILT meetings will be:

        a. Introductions
        b. Additions to the Agenda
        c. Announcements and Agency Updates
        d. Interagency Leadership Team (ILT) / Comprehensive Prevention Plan Updates
        e. Presentations

    2. HHSA's Child Welfare Program Administrator will be responsible for coordinating and scheduling the meetings, recording minutes, distributing minutes to ILT members and appropriate non-members, and following up on the status of action items between meetings.

    3. Each Agency involved in the ILT will be responsible for completing action items assigned to them.

C. The ILT members will utilize a shared decision-making process for all programs and services identified by the system partners. Consensus will be the preferable model; however, if consensus cannot be reached, the Agency with designated authority will determine the appropriate decision under the advisement of the ILT.

D. Communication with the ILT shall be through a designated point person at HHSA Child Welfare with the expectation that the point person will return all calls and emails within 24 business hours (3 workdays) or less.

E. The ILT is committed to the sharing of information, providing mutual training of staff, identifying and resolving conflicts, and identifying where in the child welfare or probation systems our agencies are working in silos, and/or there are gaps in services, in order to develop a system that promotes safety and permanency for our youth that places them in the least restrictive environment/system/placement and makes efforts to further reduce the traumatic experiences youth may face.

F. The ILT will share the responsibility to reach out and include all stakeholders in Mariposa County, as deemed necessary.

G. All agencies included in the ILT commit to involving their managers, supervisors, and line staff in the carrying out and complying with this System of Care MOU, including but not limited to: overall coordination of services, sharing of information, feedback on current processes and procedures, and assisting in updating the MOU as needed.

H. The ILT shall review this MOU every three years, updating as needed, with input from line-level staff to ensure the needs of those working directly with children and families are being met and that the protocol set forth is accurate and utilized throughout all participating agencies.

Section 3. Integrated Core Practice Model

The Integrated Core Practice Model (ICPM) is a guide that captures the effective and essential principles and practices for serving children and youth in child welfare, behavioral health, juvenile probation, office of education, and the local regional center. Derived from a compilation of Pathways to Well-Being Services, the ICPM is the enhanced rendition of previous service models that moves from working in an individual system/agency to working in a cross-system teaming environment. All Parties agree to the following:

A. Party leadership teams will become familiarized with the ICPM framework.

B. Adopt the values and principles of the ICPM.

C. Understand and adopt the practices of the ICPM framework.

D. Utilize the standards of the ICPM in committing to timely, effective, and collaborative services to children, youth, and families.

E. Commit to informing Parties staff and appropriate contracted partners in the ICPM framework.

F. Collaborate with all Parties to build interagency rapport and share training opportunities.

G. Integrate the fundamental principles of the Continuum of Care Reform (CCR) which includes: permanency, inclusion of the child/youth and their experiences into assessment, placement, and service planning, and minimize placement changes. Each Agency will support and surround the child/youth with needed services, resources, and supports rather than require the youth to navigate multiple systems. Agency partners will collaborate for the least restrictive living environments with lifelong familial relationships for children/youth and agree that congregate care is designed to be a short term living environment.

Section 4. Information and Data Sharing

A. All Parties are committed to data and information sharing to the extent permitted under state and federal law (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50).

B. The sharing of information between all agencies, to focus on what is best for the youth and family, is a vital part of ensuring that youth are placed/maintained in the appropriate system, placed/maintained in the lowest level of care possible, and provided treatment and services, education, and support based on all the relevant information regarding the youth and family.

C. All Parties agree to share necessary client information as permitted under federal and state laws, under AB 2083, and the Multi-Disciplinary Team (MDT) Welfare and Institutions (W&I) code as referenced in Section 14 of this MOU.

D. All Parties agree to destroy or return information/data once the purposes for which it was disclosed or exchanged is satisfied.

E. The shared/exchanged information shall be confidential to the Parties only and is not open to the public.

F. Member partners of the ILT, the Interagency Placement Committee (IPC), the Multi- Disciplinary Team (MDT), or the Child and Family Team (CFT) shall all comply with the applicable statutory confidentiality rules for that committee or team.

G. Confidentiality and information sharing are vital aspects of the System of Care for Children and Youth. When the ILT convenes, members will openly discuss and address any concerns regarding information sharing. The sharing of relevant information allows for youth and families to build trust with the Agencies providing services to them. Having a strength-based, collaborative process allows for open and honest engagement from youth and families. All Parties will work together to ensure that information necessary to identify the needs, strengths, concerns, and challenges of youth and family requiring services is shared to determine specific goals and to implement a plan to meet the goals.

Section 5. Screening and/or Assessment, and Entry to Care

All Parties follow their own distinct processes and tools to determine eligibility for their agency's services.

The Interagency Leadership Team shall:

A. Become knowledgeable of the screening, assessment, and entry to care procedures of all other Agencies serving children and youth.

B. Assure that each of these screening systems coordinates with each other, share client information cooperatively to help facilitate assessment and entry to care, or to expedite eligibility into the

system to minimize or prevent duplicative evaluations, interviews, or assessments.

C. Agree to ensure that necessary and legal timelines for services are being met. This shall include being proactive in preventing delays in the determination of client eligibility, which will increase resources for services and placement options on a timely basis. At the first point of entry, a universal release of information will be utilized, setting the foundation for a teaming approach to care. Each Party may require additional releases of information.

D. Support a policy for coordinated service planning among Parties that will consistently meet applicable laws and address the individual needs of each child or youth and their family, such as ensuring the participation and inclusion of the child or youth and family. Efforts will be made to reduce the number of meetings for the child/youth and family to assist in service planning (i.e. CFT, Full Service Partnership (FSP), Individual Program Plan (IPP), Individualized Education Program(IEP)), and the Parties agree to conduct joint meetings whenever feasible.

E. Share placement resources and support services for eligible children and youth.

F. Share family, relative and non-related extended family member (NREFM) information with appropriate releases to support familial connections and potential placements for the child or youth.

G. Participate in family/relative/NREFM search and engagement; include the engaged relatives and family in the CFT meetings.

H. Provide an in-service or overview to the entire ILT and stakeholders regarding the screening, assessment, and entry to care eligibility requirements and criteria for each agency. All Parties shall attend.

I. The Child and Adolescent Needs and Strengths (CANS) tool will be utilized as part of the CFT to assist in determining services and/or placement of children/youth in the lowest level of care.

J. All Parties will continue to utilize assessment tools deemed appropriate and beneficial to their agency including but not limited to CANS.

K. Become knowledgeable of the referral process to Mariposa County Behavioral Health and Recovery Services for children/youth without identified mental health services.

L. Contact and obtain mental/behavioral health information on youth entering the juvenile justice system. This information will be used to determine appropriateness for placement and/or level of care.

M. Continual improvement in the implementation of the CANS tool and the effective application of that tool. Including updating written policy and procedure as needed.

N. Update assessments and treatment plans as needed and ensure that the information is shared with partners to assist the youth and family.

O. When creating case plans, treatment plans, and/or probation plans, all agencies will collaborate,

whenever possible, on recommended services so plans align and there is no duplication. All case plans, treatment plans, and probation plans will reflect all assessment information and recommended services.

Section 6. Child and Family Teaming (CFT)

Staff from the placing agency shall conduct a CFT to discuss the appropriate level of care for a child/youth. The CFT shall be conducted using a person-centered approach with the maximum involvement of the child and family as is possible. The placing agency will then make a referral to the Interagency Placement Committee (IPC) for approval.

A CFT shall be conducted by the placing agency as soon as possible, but within no more than 30 days of child/youth's entry into care to address case planning for the youth while in placement. Conducting a CFT includes the coordination and facilitation of the meeting. CFTs shall be reconvened no less than every 90 days thereafter, upon changes to the needs or circumstances of the child/youth, and whenever requested, continuing until the child/youth exits from care.

In addition to CFTs, Child Welfare and Behavioral Health meet no less than monthly to discuss cases involving children/youth receiving or in need of Behavioral Health services.

A. Potential Attendees of CFT: Child/Youth, Family, CFT Facilitator, Social Worker, Probation Officer, Behavioral Health Clinician, Support System, MCOE, Foster Family Agency (FFA) worker (if appropriate), Resource Family (if appropriate), STRTP staff (if appropriate), Court Appointed Special Advocates (CASA) (if appropriate), Tribal partners, Children Services, Eligibility (if complex funding issue), and Central Valley Regional Center (CVRC). This list is not exclusive; any relevant party can be invited to a CFT as deemed necessary by Child Welfare or at the request of the child/youth or family.

B. The CFT provides the single most unified teaming process that includes children/youth and their family.

C. Each Party will participate in the CFT meetings to maximize planning, resources, and child/youth and family engagement.

D. The Agency with legal jurisdiction will convene, facilitate, and document the CFT meetings.

E. All Parties agree to participate in accordance with state mandate, the intent of AB 2083, and within the framework of the Integrated Core Practice Model (ICPM).

F. All Parties will agree to attend and participate, when appropriate, as a cross-system planning and coordination team to assure the one team process with collaboration and communication in the best interests of the child or youth and their family for successful entry to care.

G. The CFT can be called to meet by any party to the case; first and foremost, the child/youth, family, or caregiver. Any Party may call a meeting as needed to support the child/youth and family and all Parties agree to participate as needed.

H. All parties agree to commit to improving systems where the lowest level of care is identified.

Continued efforts should be made where youth and families have access to Full Service Partnership (FSP) and intensive care services: to include Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), Therapeutic Behavioral Services (TBS).

Section 7. Interagency Placement Committee (IPC)

A. This system of collaboration requires the practice of effective teaming. The Integrated Core Practice Model (ICPM) supports this teaming. All Parties agree to support the ICPM in carrying out the functions of the IPC.

B. The IPC will consist of the following representatives:

Mariposa County HHSA – Child Welfare Services	Program Administrator or Designee
Mariposa County HHSA – Children's Behavioral Health	Children's Behavioral Health Supervisor or Designee
Mariposa County Probation Department	Supervising (Juvenile) Probation Officer or Designee
Central Valley Regional Center	Executive Director or Designee
Mariposa County Office of Education	Foster/Homeless Youth Liaison or Designee
Tribal Partners (As appropriate)	Representatives as determined appropriate by the Tribe

C. In support of the educational stability of the child/youth, MCOE requests updated academic records (achievement, attendance, behavior) and provides/presents them to the IPC. Additionally, if the child/youth has an IEP or is in need of assessment, MCOE will contact the appropriate special education representative to gather any further information and invite them to participate in the IPC as needed.

D. The IPC shall meet as necessary to carry out its functions. The functions include but are not limited to the following:

1. HHSA Child Welfare will facilitate the IPC schedule, agenda, and communication with all IPC Parties. Any IPC Party can request to be on the agenda.

    a. The finalized agenda shall be sent to the IPC and specific case workers no later than 2 full business days, if possible, before the scheduled meeting.

        - The IPC meeting may be linked with the ILT meeting and can have a combined agenda. All ILT members who are not IPC members shall be dismissed prior to the beginning of the IPC section of the meeting.

2. Review requests for out of home placement, including level of care and services, considering all options for the child/youth, and recommending the lowest level of care that is appropriate to meet the needs of the child/youth.

3. Review requests for other levels of care and programs, including but not limited to

imminent risk of placement, Full Service Partnership (FSP), all Medi-Cal Specialty Mental Health Services (SMHS), Therapeutic Foster Care, Intensive Services Foster Care (ISFC), Wraparound Services, and Short-Term Residential Therapeutic Programs (STRTP).

4. Review child/youth, non-minor dependent's history, assessments, and evaluations conducted by agency partners and others, and review current services and needs.

5. Monitor all children and youth in STRTP to support transition upon completion of treatment in STRTP.

6. Assist in the creation and monitoring of transition plans for each child/youth within 30 days of placement. This plan will be regularly reviewed with the child/youth's treatment team and will include the following:

    a. Current status of child/youth.
    b. Progress of child/youth currently in placement, including current treatment and services.
    c. Transition/permanency plan for each youth with target dates.
    d. Family reunification planning and efforts.

7. Make recommendations for the lowest level of care appropriate for the child/youth to the responsible placement agency and other agency partners.

    a. If a recommendation for out of home placement is made, the placing agency will utilize the lowest level of care possible to not exceed the recommended level of care proposed by the IPC.

8. The IPC agrees to being responsive with support, resources, and strategies as solutions to placement for youth with intensive needs are explored. The IPC is solution focused and will agree to proactively help the placement agency to locate appropriate placements in a timely manner.

E. IPC also provides a venue to discuss financial resources and funding to effectively leverage all resources to meet the client needs for placement, services, and program needs.

F. The goal of the IPC is to ensure the timely transition of all placement child/youth into a lower level of care, family reunification, or other permanency plan.

G. Immediately following the child/youth's CFT, the placing agency may make an appeal of a child/youth, family, or case specific IPC recommendation via the following process:

1. The staff member wishing to appeal the CFT or IPC recommendation(s) will notify their respective manager or IPC representative. Staff will complete a brief memo describing what the desired action was, the reason(s) for it, and will attach the CFT or IPC minutes to the appeal memo. The manager or IPC representative will add additional remarks reflecting the factors that the CFT or IPC considered when making its recommendation(s).

2. The IPC representative will forward the appeal to the Assistant Chief Probation Officer

and the HHSA Human Services Division Director within 24 hours.

3. If an appeal is made and cannot be resolved between the senior staff as outlined above, the highest ranking representatives (who were not involved in the IPC decision-making process) of the IPC member agencies will review the appeal and invite stakeholders to present information, as necessary. The decision of the appeal panel will be made by majority vote. The decision of the appeal panel will be final. It is expected that all staff will accept and follow the decision of the appeal panel as their recommendation to the court.

4. Each IPC member agency (HHSA Child Welfare Services, HHSA Behavioral Health, Mariposa County Probation, Central Valley Regional Center, Mariposa County Office of Education, and any Tribal representatives) will have one agency vote during the IPC appeals process.

Section 8. Alignment and Coordination of Services

All Parties are committed to the alignment and coordination of services to be implemented and supported with fidelity to the ICPM with system planning and processes carried out by the CFT, ILT, and IPC. All Parties shall:

A. Follow the guiding principles of alignment and coordination of services:

   1. Identify the specific needs and strengths of the child/youth and their family;

   2. Identify services and community supports that the child/youth and their family require to address the challenges they face as a result of their needs;

   3. Identify which partner agency, or agencies, can provide these services and community supports to address the needs of the child/youth and their family;

   4. Develop a care plan that considers the child/youth and family's voice and choice and provides them with realistic supports to address their needs in a timely and appropriate manner.

B. Commit to being in alignment regarding the importance of each child/youth's individual needs.

C. Agree to work together to engage and surround the child/youth and their family with needed services, resources, and supports. The ICPM, ILT, CFT, and IPC play important roles in the process of alignment and coordination of services that are fully inclusive of multiple partners.

D. The ILT shall regularly review, as a team, the approved and utilized Resource Families, Foster Family Agencies, Children's Residential Programs, Wraparound Services, SUD Services, Psychiatrist Hospitalizations and/or residential placements, and STRTP's to ensure the whole team is using programs deemed effective and best for our youth.

E. Commit to on-going mutual training to assist with alignment and coordination efforts.

F. The ILT will review policies and procedures, practices, and state and federal regulations in order to evaluate effectiveness to increase alignment for the benefit of the children, youth, and families

served.

Section 9. Staff Recruitment, Training, and Coaching

A. All Parties are committed to cross training of staff with various County systems training together and a collaborative approach to allow for training consistency and ICPM fidelity, including but not limited to the following:

1. Trauma Informed Care that supports collaborative work and improving outcomes for children, youth, and their families. Items to be covered are Adverse Childhood Experiences (ACES), the understanding and consideration of the pervasive nature of trauma and how to incorporate this knowledge into case work, meetings, client interaction and community outreach.

2. Deliver in-service staff training from the participating agency systems. In-service shall be provided either in person or via mutually agreed upon virtual meeting or webinar platform.

3. Train direct service staff members on the System of Care.

4. Participate in regional or statewide training opportunities as a team to increase coaching and to strengthen the ILT. The purpose will be continuous quality improvement by building and sustaining a strong collaboration by an integrated team.

5. Establish timelines for the review of Youth System of Care policy and procedure, as well as this MOU, for all new direct service staff within participating agencies.

6. Establish timelines for training all new direct service staff within participating agencies. Whenever feasible, new staff from participating agencies will be trained together to allow for consistency and team building between agencies.

Section 10. Financial Resource Management

A. There is a shared commitment from each Party to leverage resources of and for each eligible child/youth that will increase appropriate care and services to meet the unique and individual needs of the child/youth and their family.

B. All Parties commit to cross system training to ensure staff understand available resources including limitations and county and local understanding regarding use of funds. This should include each participating agency's utilization of foster care specific funding and internal agency processes in an effort to educate and support children/youth and families in the most effective and efficient manner.

1. All Parties are committed to the ILT members, or designees, assisting in providing funding information for the MOU and training purposes.

C. Notwithstanding the generally categorical nature of each Party's revenues, partners will inform the ILT about available funding, State and Federal revenues including on-going funding, one-time funding opportunities, revenue enhancements and Request for Proposals (RFP), and grant opportunities for programs and services for children, youth, and families.

D. Funding may consist of federal, state, local, or private resources within the discretion of all Parties, and will be sought or applied for, planned, monitored, and distributed according to joint decisions of the ILT. Funding decisions subject to approval by the governing body of each Party will be brought to those governing bodies with a recommendation to approve the joint decision of this ILT.

Section 11. Dispute Resolution Process

A. All Parties agree to resolve disputes at the lowest staffing level possible. Disputes shall first be reviewed by applicable party Supervisors. If resolution cannot be made at supervisor level, disputes shall proceed up the chain of command within the applicable agencies, ending with the ILT, until resolution occurs. If a resolution cannot be made by ILT, the ILT shall request the Children and Youth System of Care State Technical Assistance Team assist in recommending a resolution.

B. While all Parties, agencies and leaders will utilize a shared decision-making process for all programs and services identified by the system partners, challenges and disagreements will be present, sometimes based in conflicting policy, guidance, or in differing opinions as to what services are needed in a particular case. All Parties will attempt in good faith to resolve any dispute or disagreement arising out of this MOU. For case-specific disputes associated with a CFT or IPC process, the agencies will use the process outlined in Section 7.

C. For disputes typically associated with policy, direction, sharing of resources, strategy or related cross agency issues, Directors, Chiefs, and Department Heads will seek to settle relevant disputes by focusing on the shared vision, values and practices of this MOU and with acknowledgement that youth and family members generally are unaware of and have no particular interest in consideration of which agency is more or less responsible for their care.

D. Consensus will be the preferable model; however, if consensus cannot be reached, each agency will take into advisement the opinions and preferences of the ILT members in making a final decision, in accordance with that agency's governing regulations.

E. Performance of this MOU shall continue during any necessary dispute proceeding or any other dispute resolution mechanism.

Section 12. Resource Families, Intensive Service Foster Care and Therapeutic Foster Care Services

A. All Parties shall practice collaborative, uniform, and consistent efforts to recruit, train and support professional Resource Family caregivers including Intensive Service Foster Care (ISFC) and Therapeutic Foster Care (TFC) certified caregivers to foster safe, permanent, and healthy out-of-home placement when necessary.

B. All Parties agree, to the degree allowed by each agency and as permitted under the law, to share necessary information and processes required to support recruitment and retention efforts including, but not limited to, joint investigation of complaints or grievances, joint drafting and execution or contracts with providers, and jointly delivering technical assistance and oversight,

including on-site reviews of programs and services.

C. All Parties are committed to continuing to develop and utilize resource families for our children/youth including, but not limited to:

1. Mutual recruitment efforts.
2. On-going communication with Resource Families and FFA's.
3. Identifying and addressing barriers to recruitment and/or placement with Resource Families, FFA's, ISFC placements, and TFC placements.
4. Training of Resource Families, FFA's, ISFC placements, and TFC placements.
5. Identifying and placing children/youth in out of county ISFC and TFC placements, when necessary and appropriate.

Section 13. Policies for Cross-County and Out-Of-State Placement

All Parties commit, to the degree placement is available, to place our children/youth in Mariposa County or as close to Mariposa County as possible unless relatives live out of county or out of state and are deemed appropriate placement.

Section 14. Consent and Confidentiality Procedures and Policies

Client information will only be shared with those that have a right and business need to know. Sharing of client information will be conducted in a manner that releases the minimum information needed by the requestor to conduct official business. Failure to adequately protect the confidentiality of client records can result in disciplinary action against all parties involved in the breach.

All information and records obtained in the course of providing services under this MOU shall be confidential, and all Parties and all Parties employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50).

All applicable regulations and statutes relating to client's rights shall be adhered to. No list of services of persons receiving services under this MOU shall be published, disclosed, or used for any other purpose except for the direct administration of services or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this MOU.

Section 15. Indemnification

The Parties shall each be responsible for its own acts and omissions, and that of its board members, employees, officers, officials, contractors, and agents. The Parties shall not be responsible for the acts or omissions of the other Parties. These obligations relate to all claims, lawsuits, actions, or special proceedings, whether judicial or administrative in natures, and include any loss, liability, or expense, including reasonable attorney's fees, relating to this MOU ("Claims"). Each Party shall defend, indemnify, and hold harmless the other Parties against any such

Claim ("Right of Indemnity").

Employees of each Party are not the employees or joint employees of any other Party for purposes of worker's compensation, common law employment or statutory employment obligations or benefits.

If a Party, including their board members, employees, agents, or contractors are named as a party to a Claim, said Party shall not cross complain, or otherwise seek subrogation, indemnity, or contribution against any other Party, except to the extent authorized by this Section. If an insurer or other insurer-like entity takes any action in contravention of this provision, such action will not form the basis for a Right of Indemnity between the Parties.

Section 16. Term, Termination and Amendments

A. The initial term of this MOU shall begin as of the last date it has been signed by all Parties. The MOU shall be reviewed every three years. Changes and updates shall be made as needed at the review period. Written notice of non-renewal may be provided by either Party to the other Party at least 30 days prior to the review period.

B. This MOU may only be terminated through written notice 30 days in advance of intent to withdraw from the MOU being provided to all other Parties.

C. No changes, amendments, or alterations to this MOU shall be effective unless in writing, signed by all Parties, and approved by the county Board of Supervisors except for mandatory changes in law or regulation.

D. The headings that appear in this MOU are for reference purposes only and shall not affect the meaning or construction of this MOU.

E. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this MOU and the provisions of any of this MOU's exhibits or appendices, the provisions of this MOU shall govern.

Section 17. Non-Binding Agreement

This is a joint policy declaration and is neither an enforceable binding contract nor a funding encumbrance for actual projects. Any projects where an enforceable contract is intended or involving a funding encumbrance will be addressed by separate agreement.

Section 18. Counterparts/Electronic, Facsimile, and PDF Signatures

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency.

Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

By signing below, the Parties agree to participate in the Mariposa County System of Care for Children and Youth as described in this MOU.

Kristina Keheley, Director
Mariposa County Health and Human Services Agency

Jeff Aranguena, Superintendent
Mariposa County Office of Education,
Mariposa County Unified School District

Ryan Oliphant, Chief Probation Officer
Mariposa County Probation Department

Gary Damon Jr., Interim Executive Director
Alliance for Community Transformation

Matthew Bahr, Executive Director
Central Valley Regional Center

Megan Atkinson, Executive Director
Mariposa Safe Families, Inc

Sandra Chapman, Chairperson
Southern Sierra Miwuk Nation

Rosemarie Smallcombe, Board Chair
Mariposa County Board of Supervisors
(as confirmation of Mariposa County Government's commitment)

Approved as to Form:

Kevin Briggs
Acting County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-402

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Interdepartmental Memorandum of Understanding (MOU) for Fitness Instruction Services; Authorize the Health and Human Services Agency (HHSA) Director and Public Works Director to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve an Interdepartmental Memorandum of Understanding (MOU) for Fitness Instruction Services; Authorize the Health and Human Services Agency (HHSA) Director and Public Works Director to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mariposa County Health and Human Services Agency (HHSA) would like to offer the Older Adults (60+) a no-cost fitness program at the Mariposa County Senior Center. Public Works is able to provide assistance with implementing a new fitness program by providing a fitness instructor to HHSA and HHSA will reimburse Public Works for the cost of the participants.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There is no history of Board Action items.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the Older adults (age 60+) of Mariposa County will not have a fitness instruction program at the Mariposa County Senior Center.

FINANCIAL IMPACT

There is no financial impact on the general fund. Funds for this program are already allocated in the budget.

ATTACHMENTS

1. MOU Parks and Recreation 2025-2026

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

MEMORANDUM OF UNDERSTANDING
BETWEEN MARIPOSA COUNTY PUBLIC WORKS
AND MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on _____, between the Mariposa County Departments of Public Works (Public Works) and Health & Human Services Agency (HHSA), individually a "Party", and collectively the "Parties."

W I T N E S S E T H:

WHEREAS, Public Works and HHSA seek to enter this MOU to establish an agreement for fitness instruction services rendered at the Mariposa County Senior Center for the Older Adults (age 60+) of Mariposa County.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Term**. This MOU shall be deemed in force as of the date first above written and shall remain in effect until June 30, 2026, unless sooner terminated as provided for herein.

2. **Services to be Rendered**.

A. Public Works will provide an instructor to lead up to four (4) fitness classes a week at the Mariposa County Senior Center for older adults (age 60+). Public Works instructor will keep a log of all participants that attend the class and submit an invoice to HHSA each month.

B. HHSA will be responsible for providing the facilities, all necessary fitness equipment, and completion of a My Senior Activity Center intake form for each participant.

3. **Fiscal Provisions**. HHSA will reimburse Public Works at a rate of four dollars per participant, per class, in accordance with this MOU. Payment will be processed through a journal entry in the General Ledger upon receipt of an invoice from Public Works.

4. **Compliance with Law**. Both Parties shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

5. **Counterparts**. This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. **Modifications of MOU**. This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

7. **Nondiscrimination**. Neither Parties, nor any officer, agent, employee, servant, or subcontractor of Parties shall discriminate in the treatment or employment of any individual or groups of

individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

8. **Signature Authority**. Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

9. **Termination**. Both Parties may at its election, without cause, terminate this MOU by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this MOU should the other party fail to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating the termination. Should either party terminate this MOU as provided herein, HHSA shall pay Public Works for all satisfactory services rendered by Public Works prior to the effective date of termination.

IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

_____
Kristina Keheley, Director
Mariposa County Health
And Human Services Agency

_____
Shannon Hansen, Director
Mariposa County Public Works

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

_____
Kevin Briggs
Acting County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-403

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Interdepartmental Memorandum of Understanding (MOU) Between the Child Abuse Prevention Council and Valley Children's Hospital to Delineate the Conditions for the Child Death Review Team (CDRT); Authorize the Health and Human Services Agency (HHSA) Director, the Sheriff, and the District Attorney (DA) to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve an Interdepartmental Memorandum of Understanding (MOU) Between the Child Abuse Prevention Council and Valley Children's Hospital to Delineate the Conditions for the Child Death Review Team (CDRT); Authorize the Health and Human Services Agency (HHSA) Director, the Sheriff, and the District Attorney (DA) to Sign the MOU; and Authorize the Board of Supervisors Chair to Sign the MOU.

Penal Code Section 11174.32 encourages each county to establish an interagency child death review team to assist local agencies in identifying and reviewing child deaths, and to facilitate communication among persons who perform autopsies and the various persons and agencies involved in child abuse or neglect cases. The CDRT reviews the deaths of all children from birth through 17 years of age.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In December 20,2022 the Board approved a Three-Year Memorandum of Understanding for the CDRT through Resolution No. 2022-730.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, the county may not be able to explore prevention activities for child deaths.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **MCHHSA - MOU Child Death Review - 2023**
2. **CDRT DRAFT MOU 9-15-2025 (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

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MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-730

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Memorandum of Understanding - CDRT

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency (HHSA), Mariposa County Sheriff's Office (MCSO), Mariposa County Child Abuse Prevention Council, Mariposa County District Attorney's Office, and Valley Children's Hospital to delineate the conditions for the Child Death Review Team (CDRT); and authorize the Director of HHSA, the Sheriff, and the District Attorney to sign the MOU.

Penal Code Section 11174.32 encourages each county to establish an interagency child death review team to assist local agencies in identifying and reviewing child deaths, and to facilitate communication among persons who perform autopsies and the various persons and agencies involved in child abuse or neglect cases. The CDRT reviews the deaths of all children from birth through 17 years of age.

CDRT meetings will be coordinated and facilitated by a representative from Mariposa County Health and Human Services Agency, Child Welfare Services. Data and outcome reports will be released yearly. Although all parties to this MOU will review and assist in the writing of data and outcome reports, Mariposa County Health and Human Services Agency, Child Welfare Services, will take the lead in finalizing and releasing reports.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There have been no previous actions by the Board for this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the county may not be able to explore prevention activities for child deaths.

FINANCIAL IMPACT:
There is no impact to the General Fund.

ATTACHMENTS:
MOU - CD Review Nov 30 2022v7 (PDF)

REF ID# 13593

DocuSign Envelope ID: 939A8B42-68B6-4AC2-B020-A0BC94CD72C5

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

DocuSign Envelope ID: 939A8B42-68B6-4AC2-B020-A0BC94CD72C5

Memorandum Of Understanding
Child Death Review

Purpose:

The death of a child is profoundly tragic. Further, it is the community's responsibility to identify children/youth at risk for illness and injury, and to develop prevention efforts to keep children/youth healthy, safe, and protected. Penal Code Section 11174.32 encourages each county to establish an interagency child death review team to assist local agencies in identifying and reviewing child deaths, and to facilitate communication among persons who perform autopsies and the various persons and agencies involved in child abuse or neglect cases. Mariposa County Health and Human Services Agency, Mariposa County Sheriff's Office, Mariposa County District Attorney's Office, Mariposa County Child Abuse Prevention Council, and Valley Children's Hospital enter this Memorandum of Understanding (MOU) to establish a Child Death Review Team (CDRT).

Through a comprehensive, broad, and multidisciplinary review of child/youth deaths, we will better understand how and why children die and use our findings to act to prevent other deaths and improve the health and safety of our community's children/youth.

The Child Death Review Team seeks to:

- Ensure that all child abuse related deaths are identified;
- Enhance the investigations of all child deaths through multi-agency review;
- Improve the understanding of how and why children die;
- Develop a statistical description of all child deaths as an overall indicator of the status of children;
- Provide for the safety and protection of siblings or other children potentially involved in the death;
- Develop recommendations and influence policies and programs to improve child health, safety, and protection; and
- Develop and influence policies and program that prevent future child deaths.

The CDRT reviews the deaths of all children from birth through 17 years of age.

CDRT meetings will be coordinated and facilitated by a representative from Mariposa County Health and Human Services Agency, Child Welfare Services. Data and outcome reports will be released yearly. Although all parties to this MOU will review and assist in the writing of data and outcome reports, Mariposa County Health and Human Services Agency, Child Welfare Services, will take the lead in finalizing and releasing reports.

CDRT meetings will be scheduled quarterly at the Mariposa County Health and Human Services Agency on the first Tuesday of the quarter, with a virtual option. If a meeting is not needed during the quarter, any member of this MOU can provide notice to cancel the meeting until the next quarterly meeting.

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Access to Information:

All members of the CDRT will have access to records and information that is relevant to the review of a child death. These records shall include birth certificates, relevant medical, substance use and behavioral health records, review of law enforcement agency investigations, records of coroner or medical examiner investigations, records of court services, records of child welfare services provided to the child or the child's family, and any other records relevant to the child's death. Each agency may determine the best method of distribution of records, in accordance with confidentiality and safety of the child/youth. For example, medical updates may be provided to the team verbally. If medical records are requested, records requests are submitted by the CDRT through the normal channels. No confidential and/or case specific information will be recorded in the minutes of the meeting. Follow-up cases will be recorded on future agendas by name, date of death, case history, and the agency responsible for follow-up. CDRT representatives will destroy all agendas, death certificates and other confidential materials related to case reviews following each meeting.

Any evidence that the CDRT discovers that suggests child abuse or any other criminal activity will be turned over to the appropriate law enforcement agency within 24 hours of discovery. A Suspected Child Abuse Report shall be submitted immediately. Review of the case may be deferred until the law enforcement agency indicates the review may proceed.

When a CDRT case is the subject of a law enforcement and/or child welfare investigation in which it may not be appropriate for the agency to share information with the team, the CDRT will consider requests for deferral of review. The agency with the open investigation (law enforcement/child welfare) will make the request for deferral.

Statutory Authorization:

Penal Code 11174.32 authorizes counties to develop protocol necessary for the development and implementation of interagency child death review teams, including the requirement that local CDRT's participate in the statewide child abuse and neglect monitoring system by submitting information on child abuse and neglect deaths.

SB39 (2007) requires California's child welfare agencies to release certain records about each child who dies from abuse or neglect. This information will be made available upon request and in accordance with the law.

CDRT meetings are closed to the public. These meetings are not subject to the laws regarding open meetings.

At each CDRT meeting, all participating members will sign a confidentiality agreement.

Ground Rules:

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Members of the CDRT agree to:

- Attend regularly
- Share all relevant information
- Stay focused and keep all comments on topic and sensitive to the nature of the CDRT's task
- Listen actively
- Be prepared for discussion
- Be willing to explore other's basis for conclusions, yet willing to question members respectfully
- Discuss all fatalities objectively with respect for the deceased, their families, the community, and all agencies involved.
- Respect the confidentiality of all cases.

Each party shall defend, indemnify and hold harmless the other, its officers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, without limitation including payment of reasonable attorneys' fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, agents, employees and volunteers. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

Each party, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

Insurance:

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.

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.

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.
Term:

DocuSign Envelope ID: 939A8B42-68B6-4AC2-B020-A0BC94CD72C5

The term of this MOU is October 1, 2022 through September 30, 2025.

Data:

Data will be collected via a CDRT data collection form. Attachment (TBD). Data will be collected for the development of a full range of prevention efforts.

CDRT Forms:

1. Sample Agenda
2. CDRT Agreement
3. Confidentiality Agreement
4. Confidentiality Statement
5. Meeting Summary Sheet and Tracking
6. Annual Report Outline
7. Prevention Matrix

DocuSign Envelope ID: 939A8B42-68B6-4AC2-B020-A0BC94CD72C5

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

DocuSigned by:
AB0B292EDEC448F...

Jeremy Briese, Sheriff
Mariposa County
Sheriff's Office

2/7/2023 | 12:10 PM PST
Date

DocuSigned by:
9C760F0DDEF94BE...

Joe Lynch, Director
Mariposa County Health and Human Services Agency

2/8/2023 | 8:40 AM PST
Date

DocuSigned by:
7F70E7E57022409...

Walter Wall, District Attorney
Mariposa County
District Attorney's Office

2/8/2023 | 9:32 AM PST
Date

Beverly Haydon-Pugh, Vice President
Chief Nursing Officer & Chief Transformations Officer
Valley Children's Hospital

2/2/2023
Date

DocuSigned by:
46904B2B4BB7460...

Megan Atkinson, Executive Director
Mariposa County
Child Abuse Prevention Council

2/8/2023 | 9:40 AM PST
Date

DocuSigned by:
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Mariposa County
Board of Supervisors

2/2/2023 | 4:49 PM PST
Date

Approved as to Legal Form:

DocuSigned by:
F6A416F06B394BF...

Steven W. Dahlem, County Counsel

DocuSign

Certificate Of Completion

Envelope Id: 939A8B4268B64AC2B020A0BC94CD72C5
Status: Delivered
Subject: Complete with DocuSign: 22-730 - MOU - CD Review.pdf
Source Envelope:
Document Pages: 7 Signatures: 6
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

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2/2/2023 4:15:18 PM
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Pool: StateLocal

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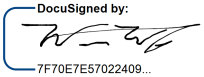
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.123.191	Sent: 2/2/2023 4:24:58 PM Viewed: 2/2/2023 4:46:56 PM Signed: 2/2/2023 4:47:22 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/2/2023 4:47:27 PM Viewed: 2/2/2023 4:48:45 PM Signed: 2/2/2023 4:49:09 PM
Electronic Record and Signature Disclosure: Accepted: 2/2/2023 4:48:45 PM ID: 7ea1ae3b-a23d-434a-930d-16893c2b80b7		
Jeremy Briese jbriese@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: AB0B292EDEC448F... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 2/2/2023 4:49:13 PM Resent: 2/6/2023 10:29:56 AM Resent: 2/7/2023 8:18:42 AM Viewed: 2/7/2023 12:05:35 PM Signed: 2/7/2023 12:10:18 PM
Electronic Record and Signature Disclosure: Accepted: 1/24/2023 12:07:55 PM ID: 54c3cfeb-ae7e-4881-8fda-316a53d90d00		
Joe Lynch jlynch@mariposacounty.org Health and Human Services Director Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 2/7/2023 12:10:23 PM Viewed: 2/8/2023 8:40:49 AM Signed: 2/8/2023 8:40:58 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Walter Wall wwall@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by:  7F70E7E57022409... Signature Adoption: Drawn on Device Using IP Address: 207.140.55.108	Sent: 2/8/2023 8:41:03 AM Viewed: 2/8/2023 9:32:25 AM Signed: 2/8/2023 9:32:35 AM
Electronic Record and Signature Disclosure: Accepted: 2/8/2023 9:32:25 AM ID: 08950988-ae16-462f-b129-fcd0b33b4773		
megan Atkinson matkinson@mariposasafefamilies.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 46904B2B4BB7460... Signature Adoption: Pre-selected Style Using IP Address: 76.9.86.160	Sent: 2/8/2023 9:32:39 AM Viewed: 2/8/2023 9:39:17 AM Signed: 2/8/2023 9:40:04 AM
Electronic Record and Signature Disclosure: Accepted: 2/8/2023 9:39:17 AM ID: f4e44994-51ff-4e7f-90f7-45353e50daf2		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 2/8/2023 9:40:08 AM Viewed: 2/8/2023 10:44:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2023 4:24:58 PM
Certified Delivered	Security Checked	2/8/2023 10:44:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

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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.

MEMORANDUM OF UNDERSTANDING
CHILD DEATH REVIEW TEAM

Purpose:

The death of a child is profoundly tragic. Further, it is the community's responsibility to identify children/youth at risk for illness and injury, and to develop prevention efforts to keep children/youth healthy, safe, and protected. Penal Code Section 11174.32 encourages each county to establish an interagency child death review team to assist local agencies in identifying and reviewing child deaths, and to facilitate communication among persons who perform autopsies and the various persons and agencies involved in child abuse or neglect cases. Mariposa County Health and Human Services Agency, Mariposa County Sheriff's Office, Mariposa County District Attorney's Office, Mariposa County Child Abuse Prevention Council, and Valley Children's Hospital enter into this Memorandum of Understanding (MOU) to establish a Child Death Review Team (CDRT).

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Jeremy Briese, Sheriff Mariposa County Sheriff's Office	Date
Kristina Keheley, Director Mariposa County Health and Human Services Agency	Date
Walter Wall, District Attorney Mariposa County District Attorney's Office	Date
Vicky Tilton, Vice President Patient Care Services and Chief Nursing Officer Valley Children's Hospital	Date
Megan Atkinson, Executive Director Mariposa County Child Abuse Prevention Council	Date
Rosemarie Smallcombe, Chair Mariposa County Board of Supervisors	Date

Approved as to Legal Form

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-404

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Accept Grant Award from the California Tobacco Control Program in an Amount of $300,000 for Fiscal Year (FY) 2025-2026; Ratify the Health and Human Services Agency (HHSA) Signature on the Allocation Agreement; and Authorize the HHSA Director to Sign the Allocation Agreement for the Subsequent FY 2026-2027 If Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the California Tobacco Control Program in an Amount of $300,000 for Fiscal Year (FY) 2025-2026; Ratify the Health and Human Services Agency (HHSA) Signature on the Allocation Agreement; and Authorize the HHSA Director to Sign the Allocation Agreement for the Subsequent FY 2026-2027 If Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel).

This Agreement is being signed by the Health and Human Services Director at the request of the State. The Tobacco Control Program has extended the previous agreement through FY 2026-2027.

Mariposa County receives $150,000 per year from California Proposition 99 Funding (Prop 99), the Tobacco Tax and Health Protection Act of 1988; and $150,000 per year from California Proposition 56 Funding (Prop 56), the California Healthcare, Research and Prevention Tax Act of 2016, for a Total of $300,000 per year for Tobacco Education. The Mariposa County Tobacco Education Program utilizes research-based practices and community involvement to build educational awareness around tobacco use. As with many rural areas, California Tobacco Control Program data shows the prevalence of tobacco use among both the youth and adult populations within Mariposa County has historically been above the state average. The Mariposa County Tobacco Education Program's (MCTEP) 2022-2027 Tobacco Control Plan includes three (3) objectives aimed at supporting and improving the health and safety of all residents by decreasing youth and adult exposure to the influence of tobacco sales in the retail environment; reducing second-hand and third-hand smoke exposures, reducing tobacco-related health disparities of priority populations (e.g. low income and rural people); and building new collaborative partnerships to improve health equity in our rural population.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous Allocation Agreement was approved through Res# 2022-619 on November 1, 2022.

Mariposa County has received Proposition 99 funding since 1988. Proposition 99 funding is a result of taxation on tobacco products purchased in the State of California. Mariposa County has received

Proposition 99 funding in the amount of $150,000 per year for the Tobacco Education Program (TEP) for many years. Mariposa County has received Proposition 56 funding since 2016. Proposition 56 funding is a result of an additional tax on tobacco products for $150,000 per year to promote the Tobacco Education Program (TEP) since 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Annual Funding Allocation Agreement and Mariposa County Health and Human Services Agency will not be able to utilize this valuable funding.

FINANCIAL IMPACT

There is no impact to the General Fund. Revenue and corresponding appropriations are included in the Fiscal Year 2025-2026 Budget, funds 3385-401 and 3427-401.

ATTACHMENTS

1. **FY 2526 Tobacco Allocation Agreement (1)**
2. **2022-2027_LLA_Guidelines_Addendum_21**

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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CDPH
Health and Human Services Agency
California Department of Public Health

Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

September 4, 2025

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP)

SUBJECT: PROGRAM LETTER 25-01
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2025 – JUNE 30, 2026

Purpose	Release the Acceptance of Allocation Agreement for Fiscal Year 2025-2026
Effective Date	Immediately
Inclusions	1. Acceptance of Allocation Agreement for Fiscal Year 2025-2026 Funding Period: July 1, 2025 through June 30, 2026 2. Revised Appendix 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2026/27 (Dated 8/13/2025) previously released in the 2022-2027 LLA Comprehensive Tobacco Control Guidelines Addendum 2.
Required Action	1. Please print, sign, and date the Acceptance of Allocation Agreement for Fiscal Year 2025-2026. The signature on the Acceptance of Allocation Agreement must match the official Agency Signatory identified in CTPP's Online Tobacco Information System (OTIS). 2. Return the Acceptance of Allocation Agreement for Fiscal Year 2025-2026, bearing an original signature, to your assigned CTPP Procurement Manager (PM) electronically

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	in a reply to the OTIS Communication Log Message titled "Local Lead Agency (LLA) FY 2025-2026 Acceptance of Allocation Agreement and 1st and 2nd Quarter Prospective Invoices (PPIs) for Proposition 56 and Proposition 99."
Why The Agreement is Needed	Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2025-2026 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements. Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTPP receives the Acceptance of Allocation Agreement for FY 2025-2026 from your city/county/agency bearing the original signature of the official Agency Signatory identified in OTIS.
Budget Information	The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2025-2026 is based on the LLA Allocation Table listed on Revised Appendix 2 (Dated 8/13/2025 for the FY 2022-2027 plan period.
Additional Information	During the plan period, LLA Project Directors will receive feedback from CTPP's: • Procurement Managers (PMs) who analyze the cost reports and spending patterns. • Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2027. If it appears LLAs are not spending the allocations according to the budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTPP may withhold future PPIs.

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	Unspent balances must be returned to the CDPH/CTPP when the 2022-2027 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2027 and are due 60 days after receiving the plan's closeout letter. Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
Contact Person For Further Information	Your assigned CTPP PM.

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ACCEPTANCE OF ALLOCATION AGREEMENT
For
FISCAL YEAR 2025-2026

County of Mariposa

Agreement Number: CTCP-21-22

Agreement Amount: $300,000.00

Proposition 56: $150,000.00
Proposition 99: $150,000.00

FUNDING PERIOD: JULY 1, 2025 THROUGH JUNE 30, 2026

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Prevention Program.

DocuSigned by:
kristina keheley
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Authorized Signature

9/11/2025 | 10:10 AM PDT

Date

Kristina Keheley, Director Heath & Human Services

Printed Name and Title

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California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 21/22 (January – June 2022)

LLA	Agreement	FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021	FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021	FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021
Alameda	CTCP-21-01	$75,000	$482,213	$557,213
Berkeley	CTCP-21-01A	$75,000	$75,000	$150,000
Alpine	CTCP-21-02	$75,000	$75,000	$150,000
Amador	CTCP-21-03	$75,000	$75,000	$150,000
Butte	CTCP-21-04	$75,000	$89,639	$164,639
Calaveras	CTCP-21-05	$75,000	$75,000	$150,000
Colusa	CTCP-21-06	$75,000	$75,000	$150,000
Contra Costa	CTCP-21-07	$75,000	$211,855	$286,855
Del Norte	CTCP-21-08	$75,000	$75,000	$150,000
El Dorado	CTCP-21-09	$75,000	$75,000	$150,000
Fresno	CTCP-21-10	$75,000	$315,515	$390,515
Glenn	CTCP-21-11	$75,000	$75,000	$150,000
Humboldt	CTCP-21-12	$75,000	$75,000	$150,000
Imperial	CTCP-21-13	$75,000	$75,000	$150,000
Inyo	CTCP-21-14	$75,000	$75,000	$150,000
Kern	CTCP-21-15	$75,000	$200,706	$275,706
Kings (CHC)	CTCP-21-16	$75,000	$75,000	$150,000
Lake	CTCP-21-17	$75,000	$75,000	$150,000
Lassen	CTCP-21-18	$75,000	$75,000	$150,000
Los Angeles	CTCP-21-19	$75,000	$4,818,243	$4,893,243
Pasadena	CTCP-21-19B	$75,000	$78,655	$153,655
Long Beach	CTCP-21-19A	$75,000	$249,768	$324,768
Madera	CTCP-21-20	$75,000	$75,000	$150,000
Marin	CTCP-21-21	$75,000	$117,641	$192,641
Mariposa	CTCP-21-22	$75,000	$75,000	$150,000
Mendocino	CTCP-21-23	$75,000	$75,000	$150,000
Merced	CTCP 21-24	$75,000	$85,109	$160,109
Modoc	CTCP-21-25	$75,000	$75,000	$150,000
Mono	CTCP-21-26	$75,000	$75,000	$150,000
Monterey	CTCP-21-27	$75,000	$151,995	$226,995
Napa	CTCP-21-28	$75,000	$75,000	$150,000
Nevada	CTCP-21-29	$75,000	$75,000	$150,000
Orange	CTCP-21-30	$75,000	$603,679	$678,679
Placer	CTCP-21-31	$75,000	$75,000	$150,000
Plumas	CTCP-21-32	$75,000	$75,000	$150,000
Riverside	CTCP-21-33	$75,000	$373,943	$448,943
Sacramento	CTCP-21-34	$75,000	$386,795	$461,795
San Benito	CTCP-21-35	$75,000	$75,000	$150,000
San Bernardino (CHC)	CTCP-21-36	$75,000	$514,303	$589,303
San Diego	CTCP-21-37	$75,000	$704,590	$779,590
San Francisco	CTCP-21-38	$75,000	$633,239	$708,239
San Joaquin	CTCP-21-39	$75,000	$204,583	$279,583
San Luis Obispo	CTCP-21-40	$75,000	$95,119	$170,119
San Mateo	CTCP-21-41	$75,000	$171,321	$246,321
Santa Barbara	CTCP-21-42	$75,000	$93,027	$168,027
Santa Clara	CTCP-21-43	$75,000	$616,227	$691,227
Santa Cruz	CTCP-21-44	$75,000	$90,572	$165,572
Shasta	CTCP-21-45	$75,000	$75,000	$150,000
Sierra	CTCP-21-46	$75,000	$75,000	$150,000
Siskiyou	CTCP-21-47	$75,000	$75,000	$150,000
Solano	CTCP-21-48	$75,000	$162,891	$237,891
Sonoma	CTCP-21-49	$75,000	$188,509	$263,509
Stanislaus	CTCP-21-50	$75,000	$150,303	$225,303
Sutter	CTCP-21-51	$75,000	$75,000	$150,000
Tehama	CTCP-21-52	$75,000	$75,000	$150,000
Trinity	CTCP-21-53	$75,000	$75,000	$150,000
Tulare	CTCP-21-54	$75,000	$161,758	$236,758
Tuolumne	CTCP-21-55	$75,000	$75,000	$150,000
Ventura	CTCP-21-56	$75,000	$181,778	$256,778
Yolo	CTCP-21-57	$75,000	$75,000	$150,000
Yuba	CTCP-21-58	$75,000	$75,000	$150,000
		$4,575,000	$14,608,976	$19,183,976

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 22/23

LLA	Agreement	FY 22/23 Total Prop 99 @BA Jul 2022	FY 22/23 Total Prop 56 @BA Jul 2022	FY 22/23 TOTAL Prop 99+56 @BA Jul 2022
Alameda	CTCP-21-01	$150,000	$762,134	$912,134
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$152,390	$302,390
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$346,798	$496,798
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$516,485	$666,485
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$328,547	$478,547
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$1,343,320	$7,866,013	$9,209,333
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$408,860	$558,860
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$199,995	$349,995
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$248,809	$398,809
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$192,754	$988,198	$1,180,952
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$612,128	$762,128
Sacramento	CTCP-21-34	$150,000	$633,168	$783,168
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$829,291	$979,291
San Diego	CTCP-21-37	$224,974	$1,153,384	$1,378,358
San Francisco	CTCP-21-38	$202,192	$1,036,586	$1,238,778
San Joaquin	CTCP-21-39	$150,000	$334,893	$484,893
San Luis Obispo	CTCP-21-40	$150,000	$155,705	$305,705
San Mateo	CTCP-21-41	$150,000	$280,446	$430,446
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$196,760	$1,008,738	$1,205,498
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$276,923	$426,923
Sonoma	CTCP-21-49	$150,000	$320,475	$470,475
Stanislaus	CTCP-21-50	$150,000	$246,040	$396,040
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$264,791	$414,791
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$297,563	$447,563
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$10,560,000	$24,818,360	$35,378,360

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 23/24

LLA	Agreement	FY 23/24 Prop 99 @ BA Jul 2023	FY 23/24 Prop 56 (Estimate)	FY 23/24 Prop 56 Adjustment @ BA Jul 2023	FY 23/24 Prop 56 Total @ BA Jul 2023	FY 23/24 TOTAL Prop 99+56
Alameda	CTCP-21-01	$150,000	$584,302	$248,112	$832,414	$982,414
Berkeley	CTCP-21-01A	$150,000	$150,000	$0	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$0	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$0	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$11,694	$161,694	$311,694
Calaveras	CTCP-21-05	$150,000	$150,000	$0	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$0	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$279,186	$94,333	$373,519	$523,519
Del Norte	CTCP-21-08	$150,000	$150,000	$0	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$0	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$415,790	$140,491	$556,281	$706,281
Glenn	CTCP-21-11	$150,000	$150,000	$0	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$0	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$0	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$0	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$264,492	$89,369	$353,861	$503,861
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$0	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$0	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$0	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$6,303,191	$2,180,463	$8,483,654	$8,633,654
Pasadena	CTCP-21-19B	$150,000	$150,000	$0	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$329,148	$111,215	$440,363	$590,363
Madera	CTCP-21-20	$150,000	$150,000	$0	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$170,012	$42,194	$212,206	$362,206
Mariposa	CTCP-21-22	$150,000	$150,000	$0	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$0	$150,000	$300,000
Merced	CTCP-21-24	$150,000	$150,000	$0	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$0	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$0	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$200,301	$67,679	$267,980	$417,980
Napa	CTCP-21-28	$150,000	$150,000	$0	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$0	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$795,536	$268,803	$1,064,339	$1,214,339
Placer	CTCP-21-31	$150,000	$150,000	$0	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$0	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$492,786	$166,507	$659,293	$809,293
Sacramento	CTCP-21-34	$150,000	$509,724	$172,230	$681,954	$831,954
San Benito	CTCP-21-35	$150,000	$150,000	$0	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$686,912	$198,649	$885,561	$1,035,561
San Diego	CTCP-21-37	$150,000	$928,518	$313,735	$1,242,253	$1,392,253
San Francisco	CTCP-21-38	$150,000	$834,491	$281,965	$1,116,456	$1,266,456
San Joaquin	CTCP-21-39	$150,000	$269,602	$91,095	$360,697	$510,697
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$17,702	$167,702	$317,702
San Mateo	CTCP-21-41	$150,000	$225,770	$76,285	$302,055	$452,055
Santa Barbara	CTCP-21-42	$150,000	$150,000	$14,015	$164,015	$314,015
Santa Clara	CTCP-21-43	$150,000	$812,072	$274,390	$1,086,462	$1,236,462
Santa Cruz	CTCP-21-44	$150,000	$150,000	$9,686	$159,686	$309,686
Shasta	CTCP-21-45	$150,000	$150,000	$0	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$0	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$0	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$235,406	$58,425	$293,831	$443,831
Sonoma	CTCP-21-49	$150,000	$272,429	$67,613	$340,042	$490,042
Stanislaus	CTCP-21-50	$150,000	$198,071	$66,926	$264,997	$414,997
Sutter	CTCP-21-51	$150,000	$150,000	$0	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$0	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$0	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$213,167	$72,027	$285,194	$435,194
Tuolumne	CTCP-21-55	$150,000	$150,000	$0	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$239,550	$80,941	$320,491	$470,491
Yolo	CTCP-21-57	$150,000	$150,000	$0	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$0	$150,000	$300,000
		$9,150,000	$21,110,456	$5,216,544	$26,327,000	$35,477,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 @BA Jul 2024	FY 24/25 Prop 56 @BA Jul 20024	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	$150,000	$432,535	$582,535
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$221,483	$371,483
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$329,854	$479,854
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$209,827	$359,827
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$4,969,439	$5,119,439
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$261,119	$411,119
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP-21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$158,902	$308,902
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$631,113	$781,113
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$390,936	$540,936
Sacramento	CTCP-21-34	$150,000	$404,373	$554,373
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$565,401	$715,401
San Diego	CTCP-21-37	$150,000	$736,610	$886,610
San Francisco	CTCP-21-38	$150,000	$662,017	$812,017
San Joaquin	CTCP-21-39	$150,000	$213,880	$363,880
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$179,107	$329,107
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$644,231	$794,231
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$200,081	$350,081
Sonoma	CTCP-21-49	$150,000	$231,548	$381,548
Stanislaus	CTCP-21-50	$150,000	$157,134	$307,134
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$169,109	$319,109
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$190,039	$340,039
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$9,150,000	$17,958,738	$27,108,738

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 25/26

LLA	Agreement	FY 25/26 Prop 99 @BA Jul 2025	FY 25/26 Prop 56 (Estimate)	FY 25/26 Prop 56 Adjustment @ BA Jul 2025	FY 25/26 Prop 56 @ BA Jul 2025	FY 25/26 TOTAL Prop 99+56 @ BA Jul 2025
Alameda	CTCP-21-01	$150,000	$527,945	($95,397)	$432,548	$582,548
Berkeley	CTCP-21-01A	$150,000	$150,000	$0	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$0	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$0	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$0	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$0	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$0	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$257,758	($36,270)	$221,488	$371,488
Del Norte	CTCP-21-08	$150,000	$150,000	$0	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$0	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$383,879	($54,018)	$329,861	$479,861
Glenn	CTCP-21-11	$150,000	$150,000	$0	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$0	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$0	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$0	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$244,193	($34,362)	$209,831	$359,831
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$0	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$0	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$0	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$5,807,918	($838,368)	$4,969,550	$5,119,550
Pasadena	CTCP-21-19B	$150,000	$150,000	$0	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$303,886	($42,761)	$261,125	$411,125
Madera	CTCP-21-20	$150,000	$150,000	$0	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$160,523	($10,523)	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$0	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$0	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$0	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$0	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$0	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$184,928	($26,022)	$158,906	$308,906
Napa	CTCP-21-28	$150,000	$150,000	$0	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$0	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$734,480	($103,352)	$631,128	$781,128
Placer	CTCP-21-31	$150,000	$150,000	$0	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$0	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$454,965	($64,020)	$390,945	$540,945
Sacramento	CTCP-21-34	$150,000	$470,603	($66,220)	$404,383	$554,383
San Benito	CTCP-21-35	$150,000	$150,000	$0	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$542,791	($76,379)	$466,412	$616,412
San Diego	CTCP-21-37	$150,000	$857,255	($120,628)	$736,627	$886,627
San Francisco	CTCP-21-38	$150,000	$770,445	($108,413)	$662,032	$812,032
San Joaquin	CTCP-21-39	$150,000	$248,910	($35,025)	$213,885	$363,885
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$0	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$208,442	($29,331)	$179,111	$329,111
Santa Barbara	CTCP-21-42	$150,000	$150,000	$0	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$749,746	($105,500)	$644,246	$794,246
Santa Cruz	CTCP-21-44	$150,000	$150,000	$0	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$0	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$0	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$0	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$222,268	($22,187)	$200,081	$350,081
Sonoma	CTCP-21-49	$150,000	$257,225	($25,677)	$231,548	$381,548
Stanislaus	CTCP-21-50	$150,000	$182,869	($25,732)	$157,137	$307,137
Sutter	CTCP-21-51	$150,000	$150,000	$0	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$0	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$0	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$196,807	($27,694)	$169,113	$319,113
Tuolumne	CTCP-21-55	$150,000	$150,000	$0	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$221,164	($31,121)	$190,043	$340,043
Yolo	CTCP-21-57	$150,000	$150,000	$0	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$0	$150,000	$300,000
		$9,150,000	$19,839,000	($1,979,000)	$17,860,000	$27,010,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 26/27

LLA	Agreement	FY 26/27 Prop 99 (Estimate)	FY 26/27 Prop 56 (Estimate)	FY 26/27 Prop 56 Adjustment @ BA Jul 2025 (Estimate)	FY 26/27 Prop 56 @ BA Jul 2025 (Estimate)	FY 26/27 TOTAL Prop 99+56 (Estimate)
Alameda	CTCP-21-01	$150,000	$527,945	($272,461)	$255,484	$405,484
Berkeley	CTCP-21-01A	$150,000	$150,000	$0	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$0	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$0	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$0	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$0	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$0	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$257,758	($107,758)	$150,000	$300,000
Del Norte	CTCP-21-08	$150,000	$150,000	$0	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$0	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$383,879	($154,279)	$229,600	$379,600
Glenn	CTCP-21-11	$150,000	$150,000	$0	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$0	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$0	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$0	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$244,193	($94,193)	$150,000	$300,000
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$0	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$0	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$0	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$5,807,918	($2,394,454)	$3,413,464	$3,563,464
Pasadena	CTCP-21-19B	$150,000	$150,000	$0	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$303,886	($122,130)	$181,756	$331,756
Madera	CTCP-21-20	$150,000	$150,000	$0	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$160,523	($10,523)	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$0	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$0	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$0	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$0	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$0	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$184,928	($34,928)	$150,000	$300,000
Napa	CTCP-21-28	$150,000	$150,000	$0	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$0	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$734,480	($295,184)	$439,296	$589,296
Placer	CTCP-21-31	$150,000	$150,000	$0	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$0	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$454,965	($182,848)	$272,117	$422,117
Sacramento	CTCP-21-34	$150,000	$470,603	($189,133)	$281,470	$431,470
San Benito	CTCP-21-35	$150,000	$150,000	$0	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$542,791	($218,145)	$324,646	$474,646
San Diego	CTCP-21-37	$150,000	$857,255	($344,526)	$512,729	$662,729
San Francisco	CTCP-21-38	$150,000	$770,445	($309,638)	$460,807	$610,807
San Joaquin	CTCP-21-39	$150,000	$248,910	($98,910)	$150,000	$300,000
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$0	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$208,442	($58,442)	$150,000	$300,000
Santa Barbara	CTCP-21-42	$150,000	$150,000	$0	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$749,746	($301,319)	$448,427	$598,427
Santa Cruz	CTCP-21-44	$150,000	$150,000	$0	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$0	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$0	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$0	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$222,268	($61,322)	$160,946	$310,946
Sonoma	CTCP-21-49	$150,000	$257,225	($70,967)	$186,258	$336,258
Stanislaus	CTCP-21-50	$150,000	$182,869	($32,869)	$150,000	$300,000
Sutter	CTCP-21-51	$150,000	$150,000	$0	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$0	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$0	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$196,807	($46,807)	$150,000	$300,000
Tuolumne	CTCP-21-55	$150,000	$150,000	$0	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$221,164	($71,164)	$150,000	$300,000
Yolo	CTCP-21-57	$150,000	$150,000	$0	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$0	$150,000	$300,000
		$9,150,000	$19,839,000	($5,472,000)	$14,367,000	$23,517,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

TOTAL

LLA	Agreement	FY 2021/22 (1/22-6/22) - FY 26/27 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-21-01	$4,022,328
Berkeley	CTCP-21-01A	$1,650,000
Alpine	CTCP-21-02	$1,650,000
Amador	CTCP-21-03	$1,650,000
Butte	CTCP-21-04	$1,678,723
Calaveras	CTCP-21-05	$1,650,000
Colusa	CTCP-21-06	$1,650,000
Contra Costa	CTCP-21-07	$2,350,143
Del Norte	CTCP-21-08	$1,650,000
El Dorado	CTCP-21-09	$1,650,000
Fresno	CTCP-21-10	$3,102,596
Glenn	CTCP-21-11	$1,650,000
Humboldt	CTCP-21-12	$1,650,000
Imperial	CTCP-21-13	$1,650,000
Inyo	CTCP-21-14	$1,650,000
Kern	CTCP-21-15	$2,277,772
Kings (CHC)	CTCP-21-16	$1,650,000
Lake	CTCP-21-17	$1,650,000
Lassen	CTCP-21-18	$1,650,000
Los Angeles	CTCP-21-19	$36,538,683
Pasadena	CTCP-21-19B	$1,653,655
Long Beach	CTCP-21-19A	$2,627,991
Madera	CTCP-21-20	$1,650,000
Marin	CTCP-21-21	$1,804,842
Mariposa	CTCP-21-22	$1,650,000
Mendocino	CTCP-21-23	$1,650,000
Merced	CTCP 21-24	$1,660,109
Modoc	CTCP-21-25	$1,650,000
Mono	CTCP-21-26	$1,650,000
Monterey	CTCP-21-27	$1,961,592
Napa	CTCP-21-28	$1,650,000
Nevada	CTCP-21-29	$1,650,000
Orange	CTCP-21-30	$5,225,507
Placer	CTCP-21-31	$1,650,000
Plumas	CTCP-21-32	$1,650,000
Riverside	CTCP-21-33	$3,524,362
Sacramento	CTCP-21-34	$3,617,143
San Benito	CTCP-21-35	$1,650,000
San Bernardino (CHC)	CTCP-21-36	$4,410,614
San Diego	CTCP-21-37	$5,986,167
San Francisco	CTCP-21-38	$5,448,329
San Joaquin	CTCP-21-39	$2,302,938
San Luis Obispo	CTCP-21-40	$1,693,526
San Mateo	CTCP-21-41	$2,087,040
Santa Barbara	CTCP-21-42	$1,682,042
Santa Clara	CTCP-21-43	$5,320,091
Santa Cruz	CTCP-21-44	$1,675,258
Shasta	CTCP-21-45	$1,650,000
Sierra	CTCP-21-46	$1,650,000
Siskiyou	CTCP-21-47	$1,650,000
Solano	CTCP-21-48	$2,119,753
Sonoma	CTCP-21-49	$2,323,380
Stanislaus	CTCP-21-50	$1,950,611
Sutter	CTCP-21-51	$1,650,000
Tehama	CTCP-21-52	$1,650,000
Trinity	CTCP-21-53	$1,650,000
Tulare	CTCP-21-54	$2,024,965
Tuolumne	CTCP-21-55	$1,650,000
Ventura	CTCP-21-56	$2,154,914
Yolo	CTCP-21-57	$1,650,000
Yuba	CTCP-21-58	$1,650,000
		$167,675,074

2022 – 2027 ~~2025~~ LOCAL LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL GUIDELINES

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CALIFORNIA TOBACCO CONTROL PROGRAM
(CDPH/CTCP)

April 30, 2021
August 8, 2024 (Amended Version)

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PART I. FUNDING OPPORTUNITY OVERVIEW

A. Funding Purpose

The purpose of these Local Lead Agency (LLA) Guidelines is to: 1) direct each of the 61 designated tobacco control LLAs in the development of a comprehensive tobacco control plan (LLA Plan) as required by Health and Safety Code (HSC) 104375; and 2) provide the incorporation of the LLA allocation pursuant to funding made available as a result of Proposition 99 (Prop 99), the Tobacco Tax and Health Protection Act of 1988 and Proposition 56 (Prop 56), the California Healthcare, Research and Prevention Tax Act of 2016. This plan shall be known as the 2022-~~2025~~ **2027** Local Lead Agency Comprehensive Tobacco Control Plan.

The term “tobacco” used in these guidelines refers to commercial tobacco products. “Traditional tobacco use” means plants for healing the mind, body, and spirit. Traditional tobacco is used only for special purposes such as in prayer, offering or ceremonies. Traditional tobacco is never abused because it is in its natural form without additives. Commercial tobacco is not traditional tobacco. The LLA Guidelines do not seek to impinge upon the sacred use of traditional tobacco in American Indian communities.

B. Funding Restrictions

These Guidelines will not fund the following:

- Activities that supplant or duplicate existing programs or services funded by the California Department of Public Health, California Tobacco Control Program (CDPH/CTCP) or another source;
- Local purchase, use or possession (PUP) laws and policy efforts or educational interventions that punish and stigmatize persons for PUP;
- In-school activities that duplicate existing programs or services funded through Prop 99 or Prop 56;
- Development or implementation of policies in school settings;
- Objectives that solely focus on increased knowledge or awareness as outcomes;
- Purchase or improvement of land, or building alterations, renovations, or construction;
- Fundraising activities;
- Lobbying;
- Provision of direct medical care, including provision of cessation pharmacotherapy;
- Reimbursement to health care providers for the delivery of health care services;

- Provision of incentives to individuals to call the statewide quitline or enroll in cessation services;
- Reimbursement of professional licensure; and
- Reimbursement of malpractice insurance.

C. Public Health Significance

The Tobacco Use Problem

Tobacco use remains the number one cause of preventable death, disease, and disability in the United States.[1] Between 2005 and 2009, smoking was responsible for more than 480,000 premature deaths annually among Americans 35 years and older.[1]

Each year, cardiovascular diseases, cancers, respiratory diseases, and diabetes are among the top 10 leading causes of death in California and 25.5% of all cancer deaths in California are attributable to smoking.[1-3] In California, tobacco-related disease contributes to approximately 40,000 or 16 percent of adult deaths annually. Direct health care costs attributed to tobacco use in California are $13.29 billion annually, and of this California taxpayers spend $3.58 billion dollars each year to treat smoking-related disease through Medicaid.[3]

In California, fewer adults are smoking cigarettes than ever before. However, California is the state with the largest number of adults who smoke – 2.8 million, which exceeds the population in 23 states.[4, 5]

In 1989, CDPH/CTCP was established with funding provided through a percentage of a cigarette tax. As a result of concentrated efforts to reduce initiation and use of tobacco and protect non-smokers from secondhand smoke (SHS), CDPH/CTCP and its partners have reduced the smoking prevalence among Californians by 57.4 percent between 1988 and 2018 to the current rate of 9.7 percent or about 2.8 million adults.[6] Despite this success, there are communities in California that continue to suffer a disproportionately high burden of tobacco use, and tobacco-related disease.[7] For example, disparities remain for cigarette use among groups defined by gender and sexual orientation, race and ethnicity, educational attainment, income, health insurance type, housing type, and community density.[7] Geographic tobacco-related disparities also persist in California, with patterns of higher rates of tobacco use in certain areas of the state, such as rural areas.[7] Another persistent concern is that the proportion of cigarette smokers who thought about quitting or made a quit attempt decreased or remained stagnant over the past five years.[7] While there is a robust tobacco control infrastructure in California, there are jurisdictions where there is potential to build momentum to expand current tobacco ending policy initiatives, and where there is opportunity

to infuse a broader reach of tobacco control activities to address persistent and emerging challenges.

Tobacco Industry Interference

Dramatic shifts in tobacco product availability, marketing, and promotion have also occurred. A proliferation of electronic smoking device (ESD) products are easily accessible in retail stores and for purchase online, and heated tobacco products continue to infiltrate the market.[8, 9] Wide disparities persist in the price and availability of tobacco products by neighborhood, with more tobacco products being sold at a lower price in neighborhoods with a higher proportion of youth and racial/ethnic groups with higher smoking rates.[10] Strategies to promote tobacco products such as direct mail coupons, in-store price promotions, retailer incentives, and other in-store advertising continue to be a dominant and effective tobacco company marketing effort.[11] The tobacco industry also continues to target youth through innovative marketing strategies. New products often have kid-friendly names and have historically used flavors appealing to youth.[12] The tobacco industry continues to leverage the use of social media and celebrity endorsements that resonate with youth to continue their long history of appealing to youth.[13] Adapting to this changing landscape is critical to prevent a new generation of Californians falling prey to the tobacco industry.[14]

In August 2020, the California legislature passed Senate Bill (SB) 793, which broadly restricted the sale of flavored tobacco products. The law was to go into effect on January 1, 2021. However, in December 2020, in response to tobacco industry litigation, a stipulation order suspended enactment of SB 793 and in January 2021, it was determined that the tobacco industry was successful in qualifying a referendum seeking to repeal the law altogether. This ballot measure will be placed before California voters when the next general election occurs. The referendum does not prevent local jurisdictions from adopting and implementing their own flavored tobacco sales restrictions, and a groundswell of local policies would be a catalyst for state-level policy success.[15]

Intersection of Tobacco and Cannabis

Currently, the intersection of tobacco, ESDs, and cannabis products, and the dual-use or poly-use of these products contributes to a complicated environment.[16] The overlap between tobacco, cannabis, and e-cigarettes has been associated with an increase in the use and co-use of cannabis in California.[14] In consideration of current gaps in indoor and outdoor smokefree protections, interventions to preserve and advance SHS protections through effective policy approaches are vital.[17] Appropriate ways in which LLAs can address the intersection of tobacco and cannabis include:

- Secondhand smoke educational outreach
- Integrated tobacco, vaping, and cannabis secondhand smoke policies

- Education about tobacco and cannabis use and current and emerging products
- Education about the impacts of tobacco and cannabis use on health, learning outcomes, and school connectedness
- Integrated youth and adult data collection
- Integration into Youth Development: Service-learning projects around media influences and healthy choices
- Interagency partnerships
- Conflict of interest policies

Emerging Tobacco Impacts

The impact of tobacco production, use, and disposal on the environment has raised concerns globally, and in California. Thirdhand smoke (THS) is the residue of SHS, and it leaves a legacy of toxic substances that others are unknowingly exposed to. The health impacts of THS have not been fully quantified.[18] Beyond health considerations, the indirect social, economic, and environmental damage caused by the cultivation, production, distribution, consumption, and waste generated by tobacco products is becoming an increasing concern for communities.[19] The environmental impact of tobacco is far-reaching and intersects with other public health and environmental issues such as agrochemical use, deforestation, carbon dioxide emissions, water consumption, poverty, and post-consumer waste.[19]

The proliferation of tobacco product categories, persistent disparities in product availability and promotion, challenges with the intersection of ESDs and cannabis, an emerging realization of the environmental impact of tobacco, and stagnant cessation rates are persistent and dynamic challenges in California tobacco control. A rapid public health response which considers these factors is needed to disrupt tobacco use rates in certain groups, to reach communities and jurisdictions which are still currently underserved in tobacco control, and to prevent the next generation of youth from a lifelong addiction to nicotine.

California is ready for a paradigm shift that moves from a tobacco control strategy to ending the commercial tobacco epidemic. The *End Commercial Tobacco Campaign* seeks to usher in a new public health era that no longer accepts continued incremental change, but seeks transformative change.[20] The *End Commercial Tobacco Campaign* establishes that it is public health's role to protect youth and other vulnerable groups from being preyed upon by the tobacco industry, a lifetime addiction to nicotine, and the accompanying death and disease resulting from tobacco use. If public health persists in its current incremental strategy, the tobacco industry will continue to find new ways to circumvent public health laws, adapt their products, and influence political leaders to addict new generations of young people. California's *End Commercial Tobacco Campaign* sends a clear message: "It ends now." Elements of the *End Commercial Tobacco Campaign* that focus on the LLAs role and their contribution to a greater statewide effort are described in

Appendix 1: *Local Lead Agency Campaign to End Commercial Tobacco Campaign*. Through these Guidelines, instructions will be provided for how LLAs should prepare their 2022-~~2025~~ **2027** Comprehensive Tobacco Control Plans in alignment with the *End Commercial Tobacco Campaign.* LLAs will 1) lead one or more community campaigns, and 2) serve as the Backbone Agency within their local health jurisdiction by working with local, regional, and statewide CDPH/CTCP-funded projects, coalitions, non-traditional partners, and community leaders to plan, implement, and evaluate campaign activities.[20]

D. Authorizing Legislation

In November 1988, California voters approved passage of the Tobacco Tax and Health Protection Act of 1988, also known as Proposition 99 (Prop 99). This initiative increased the state cigarette tax by 25-cents per pack and added an equivalent amount on other tobacco products. The revenue from Prop 99 was designated for tobacco-related research, health education and promotion, and health care services, and as a result, the California Department of Public Health, California Tobacco Control Program (CDPH/CTCP) was established in 1989.[21]

In November 2016, California voters overwhelmingly approved the California Healthcare, Research, and Prevention Tobacco Tax Act of 2016, Proposition 56 (Prop 56), by a 64 percent to 36 percent vote. Prop 56 added an additional $2.00 tax to each pack of cigarettes and an equivalent tax on other tobacco products, including ESDs and designated that a portion of the tobacco tax revenue be directed toward preventing and reducing tobacco use.[22]

The enabling legislation for California's comprehensive tobacco control program includes Assembly Bills (AB) 75 (Chapter 1331, Statutes of 1989), AB 99 (Chapter 278, Statutes of 1991), AB 816 (Chapter 195, Statutes of 1994), AB 3487 (Chapter 199, Statutes of 1996),

Senate Bill (SB) 960 (Chapter 1328, Statutes of 1989), SB 99 (Chapter 1170, Statutes of 1991), SB 493 (Chapter 194, Statutes of 1995), the annual State Budget (HSC Sections 104350-104480, 104500-104545); the Revenue and Taxation Code (Sections 30121-30130), and the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56).

Prop 99, Prop 56, enabling legislation, and the annual Budget Act provide legislative authority for the comprehensive tobacco control program administered by CDPH/CTCP. Enabling legislation for California's tobacco control efforts, HSC Chapter 1.2 commencing with Section 104350 designates the CDPH as responsible for administering a statewide comprehensive tobacco use prevention and reduction program. These statutes require CDPH to fund a variety of innovative approaches to reduce tobacco use, which include awarding funds for: state and local governmental agencies, tribes, universities and colleges, community-based organizations, and other qualified agencies to

implement, evaluate, and disseminate effective prevention programs and interventions; conduct a statewide media campaign; and evaluate the effectiveness of the overall tobacco control program.

Prop 56 designates that 15 percent of the funding generated from Prop 56 be used to fund comprehensive tobacco prevention and control programs and prohibits use of the funds to supplant existing state or local funds for these same purposes. Of the funds designated for tobacco use prevention and control programs, 85 percent are to be appropriated to CDPH and are to be used for the tobacco control programs described in the HSC beginning with Section 104375.[22]

Specifically, HSC Sections 104375, 104380, 104400, and 104405 through 104415, designate California local health departments as the Local Lead Agency (LLA) for the 61 health jurisdictions and describe the administration, provision of funds and services of the comprehensive tobacco control program administered by LLAs. These statutory provisions require LLAs to periodically develop and submit a comprehensive tobacco control plan (LLA Plan), and to follow guidelines (Guidelines) issued by CDPH/CTCP based on legislative enactment. Each LLA must obtain the involvement of local community organizations in the development of the LLA Plan.

In the case of local health departments that are non-compliant with the enabling legislation and Guidelines issued by CDPH/CTCP, HSC Section 104380 (h)(3) authorizes CDPH/CTCP to terminate the LLA agreement with the noncompliant LLA, recoup any unexpended funds from the non-compliant LLA, and reallocate both the withheld and recouped funds to provide services available under this section to the jurisdiction of the noncompliant agency through an agreement with a different government or private nonprofit agency capable of delivering those services based on CDPH/CTCP Guidelines for local plans and a process determined by CDPH/CTCP.

Statutory provisions require the LLA Plan to provide jurisdiction-specific demographic information, local data on smoking and tobacco use, a description of program goals, objectives, activities, target populations and evaluation, and a set of fiscal requirements which include budget cost information and estimates for plan activities including staffing configurations, office workstations, and on-line needs. Additionally, LLAs are required to use a uniform knowledge management system which permits comparisons of workload, unit costs, and outcome measurements on a statewide basis [e.g., the Online Tobacco Information System (OTIS)]. These Guidelines provide instructions to LLAs for the development and submission of a Plan consistent with legislative requirements, utilizing both Prop 99 and Prop 56 funds.

The Tobacco Education and Research Oversight Committee (TEROC) is a legislatively mandated advisory committee charged with overseeing the use of Prop 99 and Prop 56 tobacco tax revenues for tobacco control interventions.

The 13-member committee publishes and periodically updates a state master plan for tobacco control. The *2021-2022 Tobacco Education and Research Oversight (TEROC) Committee's Master Plan, Achieving Health Equity: Toward a Commercial Tobacco-Free California* identifies several priority population communities that use tobacco at higher rates, experience greater secondhand/thirdhand smoke exposure, are disproportionately targeted by the tobacco industry, and/or have higher rates of tobacco-related disease.[14] The Master Plan also highlights a vision for a commercial tobacco-free California, strategies for achieving health equity, core values, and policy recommendations.

E. California Tobacco Control Goals and Expected Outcomes

The long-standing overall goal of California's tobacco use prevention and reduction effort has been to end the tobacco epidemic for all population groups. The strategy for achieving this goal is to focus on social norms change to make tobacco less desirable, less acceptable, and less accessible. Sub-goals, referred to as priority areas, supporting the social norm change strategy are:[23]

1. **Limit Tobacco Promoting Influences**
2. **Reduce Exposure to Secondhand Smoke, Tobacco Smoke Residue, Tobacco Waste, and Other Tobacco Products**
3. **Reduce the Availability of Tobacco**
4. **Promote Tobacco Cessation**

To achieve the overall goal of ending the tobacco epidemic for all population groups, in 2021, the *End Commercial Tobacco Campaign* was launched, with a vision, purpose, goals, and projection that it is possible to eliminate smoking by 2035. *The End Commercial Tobacco Campaign* is designed to promote health justice, eliminate tobacco-related health disparities, and reduce health inequities for all Californians. The Campaign framework focuses key guiding principles and changing the social norms surrounding tobacco use.[20]

End Commercial Tobacco Campaign information guiding principles may be found in **Appendix 1:** Local Lead Agency Campaign to End Commercial Tobacco.[20]

F. The Role of Local Lead Agencies

LLAs provide local coordination and collaboration infrastructure for tobacco control projects within each of the state's 61 local health jurisdictions present in 58 counties and three cities (Berkeley, Long Beach, and Pasadena). Enabling legislation for CDPH/CTCP (HSC Section 104400) charges LLAs with overall responsibility for the success of projects funded in their jurisdictions, to provide tobacco education services to target populations, and to administer their funds in accordance with Guidelines issued by CDPH/CTCP. Pursuant to legislative

requirements, the CTCP Policy Manual, and these LLA Guidelines requirements, in the role of LLA, funded entities are expected to:

1. Coordinate local services and statewide initiatives between funded agencies, government agencies, voluntary health organizations, schools, community-based organizations, and others involved in tobacco control in order to maximize resources and avoid duplication.
2. Identify and plan for the diverse ethnic and cultural differences of each community.
3. Collaborate with diverse partners to bring more skills, ideas, and resources to tobacco control efforts.
4. Focus on community norm change strategies rather than individual behavior change.
5. Build the capacity of local communities and agencies to address tobacco control activities and tobacco-related disparities.
6. Mobilize the community to support educational, policy, and enforcement activities.
7. Strategically use media and public relations to support and increase the effectiveness of tobacco control interventions.
8. Institutionalize programs into existing social and health service delivery systems.
9. Actively promote the statewide cessation counseling services offered by Kick It California (formerly the California Smokers' Helpline) via telephone counseling, text, chat, mobile phone apps, and an Ask Alexa Skills Coach.
10. Communicate and collaborate with Statewide Technical Assistance Projects and Priority Population Coordinating Centers to avoid duplication in the development of materials, to develop sound policies, to engage youth and young adults in meaningful participation on program activities, to implement effective community organizing strategies, and to initiate and sustain culturally appropriate outreach and engagement of priority populations in program direction and implementation.
11. Direct a minimum of 15 percent of Prop 56 funds towards preventing and reducing tobacco use among priority populations.

G. Eligibility Criteria

As provided for in HSC Section 104400, LLAs are required to accept these funds and to implement a comprehensive tobacco control program.

H. Funding Availability

Pursuant to HSC Section 104380, fiscal year (FY) funds are allocated prospectively for each quarter in accordance with allocation percentages in HSC Section 104380 (d). The LLAs are grouped into three funding tiers to describe differences in work performance requirements based on the anticipated annual allocation. See Table 1. *LLA Comprehensive Tobacco Control Plan Fund Tiers.* LLA funding tier assignment will remain the same throughout the duration of the agreement term regardless of funding declines.

The annual allocation for each LLA is calculated using the formula and methodology specified in HSC Section 104380 (a) – (d), estimating tobacco tax revenues, and factoring in declines or increases in tobacco consumption. The allocation may fluctuate based on tobacco tax revenue projections, the State budget appropriation, and legal and/or court decisions. Should there be a change in the annual projected allocation during the term of the 2022-2025 Comprehensive Tobacco Control Plan, CDPH/CTCP will notify the LLA of the change and work with the LLA to adjust their Scope of Work (SOW) and budget.

The maximum allocation for each FY and LLA is provided in the LLA Allocation Table published annually by CDPH/CTCP following the enactment of the annual State Budget. See **Appendix 2:** *Local Lead Agency Funding Allocation Table* **(Revised)***.* Unexpended funds may be carried forward in FYs 2022/2023, 2023/2024, ~~and~~ 2024/2025**, 2025/2026, and 2026/2027** pursuant to HSC Section 104466.

Funds not fully expended by ~~June 30, 2025~~ **June 30, 2027** will revert back to the account from which they originated.

LLAs are required to deposit Prop 99 and Prop 56 prospective payments into a separate interest-bearing and insured trust accounts. These accounts are to be used exclusively for the respective Prop 99 and Prop 56 prospective allocation payments and interest earned. The interest earned on prospective payments is not included in FY budget allocation projections. Interest earned is reported twice during the FY in the Cost Report. The awarded LLA may use funds from interest earned to purchase items in the approved SOW in accordance with CTCP procedures in **Appendix 3:** *Local Lead Agency and Competitive Grantee Administrative and Policy Manual Administrative Section* and **Appendix 4:** *Local Lead Agency and Competitive Grantee Administrative and Policy Manual Policy Section.*

Table 1: LLA Comprehensive Tobacco Control Plan Funding Tiers

Tier 1	Tier 2	Tier 3
Local health jurisdictions projected to receive a budget allocation up to $3 million during the FY 21/22 to FY ~~24/25~~ **26/27** plan period.	Local health jurisdictions projected to receive a budget allocation over $3 million and up to $10 million during the FY 21/22 to FY ~~24/25~~ **26/27** plan period.	Local health jurisdictions projected to receive a budget allocation over $10 million during the FY 21/22 to FY ~~24/25~~ **26/27** plan period.
Alameda, Alpine, Amador, City of Berkeley, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, City of Long Beach, City of Pasadena, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba (56)	Orange, San Diego, San Francisco, Santa Clara (4)	Los Angeles (1)

I. Agreement Term

1. The term of the Plan is anticipated to be January 1, 2022 through ~~June 30, 2025~~ **June 30, 2027**.
2. A FY Allocation Agreement will be sent to the LLA confirming the allocations for Prop 99 and Prop 56 for each FY as provided for by the State Budget.
3. Upon receipt of the Allocation Agreement, the LLA must sign and return the agreement to CTCP before disbursement of the FY's prospective allocation payments can occur.

J. Timeline

Key dates are presented in Table 2. *Tentative Schedule*. CDPH/CTCP reserves the right to adjust any date and/or time as necessary. Date and time adjustments will be posted to the CDPH/CTCP Tobacco Control Funding Opportunities and Resources (TCFOR) website.

Table 2: Tentative Schedule

Key Action	**Date and Times** **All times in Pacific Time (PT)**
Release LLA 2022-2025 Comprehensive Tobacco Control Guidelines	March 8, 2021
OTIS Opens for Applicants	March 15, 2021
LLA Guidelines Training	March 3 – April 12, 2021
Comprehensive Tobacco Control Plan Due	July 1, 2021, 5:00 P.M.
Review and Score 2022-2025 Comprehensive Tobacco Control Plan	July 1 – August 6, 2021
Plan Modification Period	September 1 – November 1, 2021
Plan Approved	December 31, 2021
Plan Start Date	January 1, 2022
Plan End Date	~~June 30, 2025~~ **June 30, 2027**

PART II. CALIFORNIA TOBACCO CONTROL PROGRAM MODEL OVERVIEW

A. Social Norm Change

The ultimate goal of tobacco control work is to end the tobacco epidemic once and for all, especially among young people and communities disproportionately burdened by commercial tobacco. CDPH/CTCP empowers community and statewide grantees and local health agencies to develop healthy and resilient communities. Overall, these efforts seek to expose the tobacco industry's role in the uptake and maintenance of tobacco use and promote social norms that decrease the availability, acceptability, and accessibility of tobacco products; create environments that promote quitting; and protect non-smokers and the environment from the harms of tobacco. California's approach to preventing and reducing tobacco-related diseases and illnesses is accomplished through a

social norm change strategy. It emphasizes changing norms in the larger physical and social environment, rather than changing the behavior of individuals. It seeks to impact the diverse and complex social, cultural, economic, and political factors which foster and support continued tobacco use.[23]

More information on California's social norm change strategy may be found in the CDPH/CTCP *2020 Communities of Excellence Needs Assessment Guide*.

B. Policy Work

Effective tobacco control policies are fundamental to the success of comprehensive tobacco control programs and to achieving health equity. Ensuring that tobacco control program initiatives can impact all groups in a community, with no exemptions, and that all members of the community are protected and benefit equally requires policies that apply to the whole community.

The benefits of policy work are as follows:

- Policies lay the groundwork for future public health interventions.
- Policies affect large segments of the population.
- Policies leverage tobacco control resources and forces.
- Policies help educate policy makers.
- Policies increase the immediacy and awareness of tobacco control.
- Policies provide a vehicle for community members to help reduce tobacco use.[24]

C. Media

California's statewide media campaign is a key component of California's comprehensive tobacco control program, helping to support and further CTCP's goals. Media interventions reach large audiences through television, radio, print (e.g., newspapers, magazines), out-of-home placements (e.g., billboards, movie theaters, point-of-sale) and digital and social media to change knowledge, beliefs, attitudes, and behaviors affecting tobacco use.[25] There is strong evidence that mass media campaigns are effective at reducing and preventing tobacco use and that they are cost-effective.[25]

D. Evaluation and Surveillance

CTCP views evaluation as essential to program accountability, continuous quality improvement, and generating data to drive decision-making.[26] This view is deeply embedded into the organizational practices of CTCP and is reflected in local program funding requirements. CTCP conducts surveillance and evaluation studies using telephone, internet, and observational data collection methods to monitor tobacco use and behaviors and evaluate the impact of

interventions at the state level. This includes evaluating its media campaign,[27, 28] community programs,[29-31] and the in-school Tobacco Use Prevention Education (TUPE) program.[32] California also monitors the tobacco industry's marketing practices.[33] Peer-reviewed publications and reports summarizing surveillance and evaluation findings are available on the CDPH website at: https://www.cdph.ca.gov/tobacco.

PART III. LOCAL LEAD AGENCY PROGRAM REQUIREMENTS

A. Implementing a Local Comprehensive Tobacco Control Program Requirement

1. CTCP's enabling legislation establishes city and county health departments (except in the case of non-compliance) as the LLA for tobacco control within the health jurisdiction (HSC 104400) and requires LLAs to prepare a local plan for a comprehensive community intervention program against tobacco use (HSC 104375) consistent with guidelines issued by CDPH/CTCP.
2. Comprehensive tobacco control programs are coordinated efforts to implement population-level interventions to reduce appeal and acceptability of tobacco use, increase tobacco use cessation, reduce secondhand smoke exposure, and prevent initiation of tobacco use among young people. They combine and integrate evidence-based educational, clinical, regulatory, economic, and social strategies at local, state, or national levels.[34]
3. The 2022-~~2025~~ **2027** Comprehensive Tobacco Control Plan is to reflect the Prop 99/Prop 56 funding allocated to the LLA for this purpose, the interest from the interest bearing and insured trust accounts used to deposit prospective payments, and may include LLA in-kind contributions that are explicitly identified in the budget and SOW. CTCP reserves the right to require the LLA to exclude activities from the SOW and budget that are implemented with in-kind funds (e.g., Master Settlement Agreement (MSA), federal) if the use of those funds obscures the quality, reach, and evaluation of the impact of the LLA's tobacco control program efforts.

B. CX Needs Assessment Requirement

Objectives included in the 2022-~~2025~~**2027** Comprehensive Tobacco Control Plan are required to be based on the results of the 2021 CX assessment of indicators and assets. If indicators/assets not previously assessed will be included in the SOW, then the CX needs assessment must be completed for the selected indicator/asset. See **Appendix 5***: Core and Recommended Indicators and Assets* 2022-2025 *LLA Comprehensive Tobacco Control Plan*;

and **Appendix 6:** *Communities of Excellence in Tobacco Control, A Communities of Excellence Needs Assessment Guide*.

C. Addressing Tobacco Related Disparities Requirement

Pursuant to Revenue and Taxation Code 30130.55(b)(1), a minimum of 15 percent of Prop 56 funds must be dedicated to accelerating and monitoring the rate of decline in tobacco-related disparities with the goal of eliminating tobacco-related disparities. CDPH/CTCP requires that each LLA demonstrate that a minimum of 15 percent of their combined Prop 56 and Prop 99 allocation will be dedicated to address tobacco-related disparities.

For the purpose of these Guidelines, the priority populations groups impacted by this requirement are those identified in the 2021-2022 Tobacco Education and Research Oversight (TEROC) Committee's Master Plan, *Achieving Health Equity: Toward a Commercial Tobacco-Free California*. These groups are listed below. As the Master Plan is updated, this list may be modified.

- Blacks/African Americans, Latinos/as, Asian Americans, Pacific Islanders, American Indians, and Alaska Natives
- Lesbian, gay, bisexual, transgender, queer and questioning (LGBTQ) people
- People of low socioeconomic status or with limited education
- Rural residents
- Military personnel and veterans
- Individuals employed in jobs not covered by smoke-free workplace laws
- People with substance use disorders or behavioral health conditions
- People with disabilities
- School-age youth

D. Accelerating Declines in Tobacco-Related Disparities

Proposition 56 and Revenue and Taxation Code 30130.55(b)(1) requires CTCP to *"award"* not less than 15 percent of "health promotion, health communication, and evaluation and surveillance" funds towards accelerating and monitoring the rate of decline in tobacco-related disparities with the goal of eliminating tobacco-related disparities.

To meet Proposition 56 requirements LLAs must:

1. Designate at least 15 percent of the overall Plan/Budget deliverables towards one or more objectives addressing the specific health equity policy focus/strategy and indicators listed in Table 3: *Tobacco-Related Disparities Indicators and Assets*. The areas of policy focus, indicators and assets identified in Table 3 were selected as accelerating reductions in tobacco-related disparities and are consistent with recommendations identified in the following documents: Tobacco Education and Research

Oversight Committee Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California, 2021-2022; 2014 Advancing Health Equity in Tobacco Control Summit Proceedings; 2016 Tobacco Control Network Policy Recommendations; TRUTH Campaign: 7 Solutions for Reducing Tobacco Use Disparities; and Centers for Disease Control and Prevention Health Equity in Tobacco Prevention and Control. Additional guidance was provided by the Statewide Priority Population Coordinating Centers based upon their draft Policy Platforms, which are in development, and scheduled to be released in the fall of 2021.

2. Clearly identify in the budget justification those staff and subcontractors who are assigned to direct at least 50 percent of their effort towards accelerating or monitoring the rate of decline in tobacco-related disparities.

Table 3: Tobacco-Related Disparities Indicators and Assets

Health Equity Focus	Communities of Excellence Indicator	Cited Evidence
1. Prohibit Pricing Tactics That Differentially Affect Young and Low-SES Consumers	1.2.10 Minimum Retail Price/Package/Volume Size: The number of jurisdictions with a policy setting a minimum retail sale price for tobacco products in conjunction with minimum package/volume size to reduce sales of low-cost tobacco and nicotine products.	• *2014 Advancing Health Equity in Tobacco Control Summit Proceedings* • *2016 Tobacco Control Network Policy Recommendations* • *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022* • *CDC Health Equity in Tobacco Prevention and Control*
2. Establish Smokefree Community Colleges, Technical Schools, and Trade School Campuses	2.2.9 Smokefree Outdoor Non-Recreational Public Areas: The number of jurisdictions with a policy eliminating smoking on the premises of outdoor non-recreational public areas (e.g., walkways, streets, plazas, college/trade school campuses, shopping centers, transit stops, farmers' markets, swap meets).	• *2014 Advancing Health Equity in Tobacco Control Summit Proceedings* • *2016 Tobacco Control Network Policy Recommendations* • *Truth Initiative: 7 solutions for reducing tobacco use disparities*

Health Equity Focus	Communities of Excellence Indicator	Cited Evidence
3. Establish Smokefree Behavioral Health Facilities	2.2.10 Smoke-free Health Care Campuses: The number of jurisdictions with a policy eliminating smoking indoors and outdoors, at all times, on the premises of licensed health care and/or assisted living facilities at all times, (e.g., local health departments, hospitals, and other acute health care facilities, drug and rehab facilities, mental health facilities, adult day care or residential facilities, social rehabilitation facilities, adult group homes, assisted living facilities, skilled nursing facilities, doctors' offices).	• *2014 Advancing Health Equity in Tobacco Control Summit Proceedings* • *2016 Tobacco Control Network Policy Recommendations* • *Truth Initiative: 7 solutions for reducing tobacco use disparities* • *CDC Health Equity in Tobacco Prevention and Control*
4. Establish Smokefree Home Policies within Multi-Unit Housing	2.2.13 Smoke-free Multi-Unit Housing: The number of jurisdictions with a policy prohibiting smoking in the individual units of multi-unit housing including balconies and patios.	• *2014 Advancing Health Equity in Tobacco Control Summit Proceedings* • *2016 Tobacco Control Network Policy Recommendations* • *CDC Health Equity in Tobacco Prevention and Control*
5. Restrict Tobacco Retailer Density and Proximity of Tobacco Retailers to Each Other and Near Schools or Other Youth Sensitive Areas	3.2.2 Tobacco Retailer Density/Zoning: The number of jurisdictions with a policy restricting the number, location, and/or density of tobacco retail outlets through use of any of the following means: conditional use permits, zoning, tobacco retail permits or licenses, or direct regulation.	• *2016 Tobacco Control Network Policy Recommendations* • *CDC Health Equity in Tobacco Prevention and Control*

Health Equity Focus	Communities of Excellence Indicator	Cited Evidence
6. Prohibit the Sale of Menthol Cigarettes and Other Flavored Tobacco Product Sales	3.2.9 Menthol and Other Flavored Tobacco Products: The number of jurisdictions with a policy eliminating or restricting the sale and/or distribution of any mentholated cigarettes and other flavored tobacco products, and paraphernalia (e.g., smokeless tobacco products, dissolvable tobacco products, flavored premium cigars such as little cigars, cigarillos, hookah tobacco, e-cigarettes, e-hookah, wrappers).	• *2014 Advancing Health Equity in Tobacco Control Summit Proceedings* • *2016 Tobacco Control Network Policy Recommendations* • *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022* • *CDC Health Equity in Tobacco Prevention and Control* • *Truth Initiative: 7 solutions for reducing tobacco use disparities*
7. Establish and Expand Culturally, Linguistically, and Age-Appropriate Cessation Services	4.1.1 Cessation Services: The extent to which evidence-based, culturally, linguistically, and age appropriate behavior modification-based tobacco cessation services are available in the community.	• *2016 Tobacco Control Network Policy Recommendations* • *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022* • *CDC Health Equity in Tobacco Prevention and Control* • *Truth Initiative: 7 solutions for reducing tobacco use disparities*
8. Expand the Availability and Utilization of Evidence-Based Cessation Treatment by Underserved Groups	4.2.9 Tobacco Use Assessment and Cessation Referral Systems: The extent to which health care, behavioral health, social service, housing, education, and other agencies systematically capture the screening rates, number of identified smokers, and number of smokers referred to quit supports regardless of system, medical record, and referral type.	• *2016 Tobacco Control Network Policy Recommendations* • *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022* • *CDC Health Equity in Tobacco Prevention and Control*

Health Equity Focus	Communities of Excellence Indicator	Cited Evidence
9. Develop New Leaders with Diverse Perspectives Throughout Tobacco Control	2.4 Youth Engagement in Tobacco Control: The degree our program has participatory collaborative partnerships with diverse youth and youth serving organizations, and engages them to support tobacco control-related activities that focus on policy, systems, and environmental changes.	• *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022*
10. Establish Coalitions That are Representative of Communities They Serve	2.5 Community Engagement in Tobacco Control: The degree our program has collaborative partnerships with diverse organizations and individuals in addition to CTCP and TUPE-funded organizations, to engage them to support tobacco control-related activities that focus on policy, system, and environmental change such as community assessments, data collection, education of community members and decision makers, and media events.	• *Truth Initiative: 7 solutions for reducing tobacco use disparities* • *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022* • *CDC Health Equity in Tobacco Prevention and Control*
11. Prioritize Funding for Interventions to Ethnically Diverse Organizations to Promote Health Equity	3.6 Equity in Funding: The degree to which culturally and ethnically diverse organizations are funded to implement community norm change-focused tobacco control efforts in the community, in proportion to community demographics.	• *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022* • *CDC Health Equity in Tobacco Prevention and Control*

Health Equity Focus	Communities of Excellence Indicator	Cited Evidence
12. Develop, Implement, and Evaluate Plans to Reduce Disparities and Promote Health Equity	4.1 Tobacco-Related Recommendations in Community Plans: The extent our program participates in local planning to integrate tobacco- related interventions recommendations into local and regional general plans, community health/health equity frameworks, Adverse Childhood Experience protocols, health department accreditation, and/or other similar evidence-informed, community planning processes.	• *TEROC Master Plan: Achieving Health Equity: Toward a Commercial Tobacco-Free California 2021-2022*

E. Community Engagement in Program Planning and Implementation Requirements

HSC Section 104405 mandates LLAs to obtain the involvement and participation of local community organizations with special experience and expertise in community health education against tobacco usage; including representatives of high-risk populations and that these local groups shall assist and advise the LLA in all aspects of the implementation of the LLA's comprehensive tobacco control plan. CTCP has operationalized this legislative mandate by requiring that each LLA establish and maintain a community-based coalition.

The LLA is required to maintain a coalition and broaden diversity and authentic community engagement in planning and implementation. This work is reported upon in the Coalition Membership and Coalition Functioning sections of each progress report. If particular focus and effort is needed to meet these requirements, a coalition Asset objective, activities, and deliverables may be included in the Scope of Work.

The coalition may be established as a community-based tobacco control coalition or may integrate issues of tobacco control into an existing community-based coalition. Community-based coalitions are groups of diverse individuals and organizations with a common interest who agree to work together toward a common goal in their own community. The role of LLAs is to serve as a backbone agency, providing the community the space, knowledge, and resources to come together and support problem-solving efforts.[35] LLAs are highly encouraged to invite competitive grantees funded in their jurisdiction

to participate in the LLA Coalition and create an inviting environment for their participation and space for their work.

All coalition members are deemed volunteers, and serve without compensation; however, members may be reimbursed for pre-approved necessary travel expenses incurred in the performance of their duties on behalf of the coalition (e.g. attending a CTCP conference or costs associated with travel to Capitol Information & Education Days or Youth Quest in Sacramento). All reimbursed costs are subject to **Appendix 10:** *Budget Justification Instructions* **(Revised)**.

Requirements: LLAs are required to maintain the coalition in such a way that they:

1. Obtain the participation and involvement of local community organizations with special expertise and experience related to work to eliminate tobacco use and exposure and/or adds to the representation within the group of priority populations disproportionately impacted by tobacco use;
2. Assist in the development and implementation of community-based tobacco control efforts;
3. Develop and demonstrate widespread public support for issues, actions, and unmet needs;
4. Maximize the power of individuals, single groups, and agencies through collaborative action for the purpose of creating a "critical mass";
5. Mobilize the talents and resources of multiple individuals, groups, and agencies to promote tobacco education and control strategies; and,
6. Provide a united voice to respond to the tobacco industry.

Recommendations: The LLA should ensure their jurisdiction's community based coalition:

1. Is geographically balanced and engages organizations that represent communities disproportionately impacted by tobacco use;
2. Includes diverse alliances through engagement with traditional (public health organizations, health care providers, hospitals, and clinics, behavioral health and social services, youth and youth-oriented, and education organizations, including K-12 schools, trade schools, and universities) and non-traditional (business/economic, civil rights and social justice, environmental, faith-based, housing, labor and union, law enforcement, media and communications, military and veteran, and worksite and employee support organizations) partnerships;
3. Designs and implements an ongoing process for member recruitment, orientation, and retention;

4. Develops and trains the coalition in population-based tobacco control strategies and skills needed to execute tasks aligned to further tobacco control goals;
5. Demonstrates the inclusion of coalition members as “responsible parties” in planning and implementation of activities such as completing the Midwest Academy Strategy Chart, actively participating in the ~~2024~~ **2026** CX Needs Assessment and as non-budgeted “responsible parties” in the SOW where their participation is necessary to carry out the activity listed;
6. Designs and implements a communications process for both urgent and routine coalition communications;
7. Annually conducts a coalition diversity, engagement, and satisfaction survey (every 12 months) of the current membership;
8. Is chaired by a representative of the community that the coalition serves and may not be an employee or representative of an agency receiving any tobacco control-related funding obtained through a California tobacco tax initiative and can serve as the coalition’s lead spokesperson;
9. Develops and regularly revisits their formalized operating rules and procedures, as agreed upon by coalition members; and
10. Is provided with appropriate staff time, logistical assistance, training, budget support, and other assistance as needed and deemed in-line with the project’s approved CTCP scope of work and budget. (Other coalition members may also contribute similar resources to the coalition if they are able and willing to do so.)

F. Policy Cessation Support Requirements and Recommendations

Cessation is a key component of the overall goal of ending the tobacco epidemic in California. California’s shift from incremental to transformative change calls for a renewed focus on supporting quit attempts among those who use tobacco. To determine how best to increase cessation, CTCP convened a Cessation Summit on September 22-23, 2020, and developed a strategic plan titled California Quits Together: Creating a Nicotine-Free Future. The summit was attended by over 60 local, state, and national thought leaders with expertise in tobacco prevention and cessation, who identified those strategies that are most likely to accelerate quitting, especially among populations experiencing tobacco-related disparities.

Many of the goals and recommended strategies identified in *California Quits Together* [In press] focus on health care and health systems change, however there are many activities that can be done at the local level to facilitate and

support quit attempts.[36] A key strategy incorporated here as a requirement is that local policy campaigns that propose restrictions on the use or sale of tobacco products need to integrate cessation messaging and offers of quitting assistance during the campaign adoption and implementation phases. Prominent cessation messaging, offers of free quit kits, and promotion of Kick It California services, including telephone counseling, text, chat, mobile apps, an Ask Alexa skill, educational materials, and numerous website resources, may motivate tobacco users to quit and help frame these policies as tools to promote health rather than as encroachments on personal liberty.

Requirements: Policy Cessation Support Activities is a new section included under the Scope of Work component of the comprehensive tobacco control plan. The intent is to integrate cessation activities across all policy objectives. These activities focus on connecting tobacco users affected by policies that restrict tobacco use and/or access to tobacco products with quitting assistance and motivation to quit. This section is intended to provide more flexibility and streamlined reporting on cessation activities across objectives. A menu of cessation support activities is provided to select from, and deliverables may be assigned.

Recommendations: For policy change-focused work with health care clinics, behavioral health, social service, or other settings to improve tobacco use screening and cessation referral, a stand-alone cessation objective with strong intervention and evaluation activities that do not duplicate what is captured in the Policy Cessation Support Activities section may also be included in the SOW using Indicator 4-2-9.

G. Media Requirements and Recommendations

LLAs are highly encouraged to incorporate paid and earned media strategies into their local program interventions and to use the media materials, resources, and expertise and technical assistance available from the CTCP Media Unit. Many of the available materials are posted to the Media & Communications section of the Partners website under Resources. Requests for media-related technical assistance can also be made there. By coordinating with the statewide advertising campaigns and leveraging advertising assets previously tested and produced, local tobacco control projects can amplify and tailor media support to their policy, system, and environmental change strategies in a cost-effective manner. The CTCP Media Unit will offer media planning trainings and technical assistance for LLAs, which may also include utilizing the expertise of CTCP’s advertising agency. Additionally, LLAs may hire their own media consultants.

For example, a media planner/buyer or advertising agency can assist with buying and placing paid advertising. Other types of consultants include a Public

Relations agency or consultant, video/web/graphic designer, or social media consultant. When hiring a consultant or agency, the LLA is responsible for ensuring that the:

1. Selected agency/consultant has no conflicts of interest (e.g., no connection to the tobacco or cannabis industries, tobacco/cannabis industry subsidiaries, and electronic smoking/vaping companies or related industries);
2. Agency/consultant works in partnership with the LLA to ensure efforts are aligned with CTCP's strategic goals and coordinate with the statewide media campaign;
3. Selected agency/consultant is experienced in providing the types of services sought and that it has the capacity to administer a local media account; and
4. Additionally, the agency/consultant should understand tobacco control issues, and the ability to respond appropriately to tobacco industry and political criticism.

Requirements: Media Activities is a new section included under the Scope of Work component of the comprehensive tobacco control plan. The intent is to consolidate media support across objectives to provide more flexibility and streamlined reporting. A menu of media activities is provided to select from, and deliverables may be assigned.

- Communications Plan: Select the Media Activity for completing a Communications Plan in OTIS if the project intends to execute one or more paid/earned media campaigns through the duration of the contract. To utilize CTCP media assets for any media campaign, an approved Communications Plan is required prior to the release of media assets. Media requests need to be submitted no less than four weeks prior to media being run.
- Consumer Testing Requirements: If the SOW includes an activity to develop original advertising, then the LLA is required to include an evaluation activity to consumer test the ads with the intended target audience through focus groups, online surveys or other means to ensure that the message is understood by, appropriate for, and impactful with the target audience. Coalition members or other individuals already familiar with tobacco control or public health efforts are not appropriate testing participants.

Recommendations: The CDC 2014 Best Practices for Comprehensive Tobacco Control Programs recommends that the State of California expend approximately $2.00 per capita on Mass Reach Health Communications Campaigns[37]. The annual appropriation for CDPH/CTCP's statewide media campaign is anticipated to be approximately a $1.60 per capita ($63 million

annually/40 million population). As such, CTCP recommends that LLAs should budget sufficiently for paid media, approximately $0.40 per capita of the jurisdiction to address local policy work. Table 4: *Annual Recommended Expenditure Range for Paid Media* outlines LLAs annual recommended paid media budget in accordance with the CDC Best Practices. This should include media placement of advertising utilizing existing CTCP advertising resources, development of new advertising (if any), and/or contracting with an advertising or public relations agency.

Table 4: Annual Recommended Expenditure Range for Paid Media

LOCAL HEALTH JURISDICTION	RECOMMENDATION
TIER 1 – Levels A, B, C	
Level A- LLAs with populations under 50,000: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lassen, Mariposa, Modoc, Mono, Plumas, Sierra, Siskiyou, and Trinity	3% - 5% of annual allocation
Level B- LLAs with populations between 50,000-150,000: City of Berkeley, City of Pasadena, Humboldt, Kings, Lake, Mendocino, Napa, Nevada, San Benito, Sutter, Tehama, Tuolumne, and Yuba	5% - 15% of annual allocation
Level C- LLAs with populations over 150,000: Alameda, Butte, Contra Costa, El Dorado, Fresno, Imperial, Kern, City of Long Beach, Madera, Marin, Merced, Monterey, Placer, Riverside, Sacramento, San Bernardino, San Luis Obispo, San Mateo, Santa Barbara, San Bernardino, San Joaquin, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tulare, Ventura, and Yolo	15% - 30% of annual allocation
TIER 2	
Orange, San Diego, San Francisco, and Santa Clara	15% - 30% of the annual allocation
TIER 3	
Los Angeles	15% - 30% of the annual allocation

H. Evaluation Requirements

For the three decades CTCP has been in existence, the approach to evaluation has evolved, from reliance on the use of external experts towards building internal and local capacity.[38] This change increased CTCP's ability to adapt evaluation and surveillance efforts in response to environmental changes and emerging technology. California's local program evaluation uses an empowerment approach.[39] Locally funded projects are required to allocate a minimum of 10 percent of deliverables towards the evaluation plan and to engage a qualified local program evaluator with training and skills in the areas of evaluation design, instrument development, and sampling.[39] Completed local project Final Evaluation Reports are rated on quality by the Tobacco Control Evaluation Center (TCEC) at the University of California, Davis and those of the highest quality are available through CTCP's electronic library system, Rover. Additionally, summaries of Final Evaluation Report findings may be published in peer-reviewed journals, submitted to conferences, and disseminated throughout local communities and coalitions to further facilitate dissemination of local program findings.[40, 41]

Requirements

1. General Evaluation Requirements: For each objective, the LLA is required to design and implement an evaluation strategy. The LLA will describe in their plan the evaluation design, outcome and process evaluation activities to be conducted; how process evaluation activities will be used to improve or tailor the intervention; and the dissemination plan. Table 6: *Summary of Minimum Plan Requirements by Tier* provides specific minimum requirements related to evaluation activities, and the percent of the budget to be directed towards evaluation activities.

2. End Commercial Tobacco Campaign Evaluation Requirements: LLAs are required to identify at least one primary "intervention jurisdiction" (where LLAs will start working in year 1) for each End Commercial Tobacco Campaign policy objective with evaluation that begins in 2022. LLAs may select more than one jurisdiction for their End Commercial Tobacco Campaign policy objective. Additional secondary jurisdictions may be worked with concurrently or consecutively. LLAs are required to participate in standardized data collection trainings, and conduct ~~two~~ **three** waves of standardized observation surveys at tobacco retailers, select outdoor public places (e.g. parks, sidewalks, outdoor dining), and multi-unit housing facilities in the intervention jurisdictions as it corresponds to their objectives. In addition, they are required to incorporate one wave of standardized endgame Key Informant Interview and Public Opinion Survey questions in the intervention jurisdiction(s). If LLAs wish to stagger evaluation over time, secondary jurisdictions may be evaluated beginning in Spring 2023.

3. Collaboration Tracking: LLAs will also be required to complete the Collaboration Tracking section of OTIS to track active and diverse community engagement and partnerships built to support the objective in each progress report.
4. See **Appendix 1:** *Local Lead Agency Campaign to End Commercial Tobacco* for required intervention and evaluation activities to be integrated into the LLA's End Commercial Tobacco Campaign objective(s).

I. Staffing Requirements and Recommendations

Staffing: Prop 99, Prop 56, and the enabling legislation for CDPH/CTCP mandate the funds appropriated by CDPH for these activities be used to prevent and reduce tobacco use. The proposed staffing pattern, quantity, and reach of activities in the 2022-~~2025~~ **2027** LLA Comprehensive Tobacco Control Plan must be commensurate with the funding allocated to the LLA and used for the intended purposes of the funding sources. Table 5: *Required and Recommended Staffing* describes staffing requirements for the 2022-~~2025~~ **2027** LLA Comprehensive Tobacco Control Plan.

Organizational Chart: LLAs are required to submit an organizational chart depicting the proposed LLA personnel, reporting relationships among LLA personnel, proposed subcontracts and consultants, and the reporting relationship between LLA personnel and the proposed subcontractors and consultants. CDPH/CTCP reserves the right to require modifications in the proposed staffing pattern and reporting relationships to ensure that the staff described and budget are allocated to fully support tobacco use prevention and reduction efforts described in the Plan and that these funds are not used to supplant other program funding within the LLA.

Table 5: Required and Recommended Staffing

Staffing*	Position	Responsibilities
Required: 100% FTE	Project Director/Project Coordinator	This position must be listed as the Primary Tobacco Contact in OTIS, acts as the primary day-to-day point of contact for CTCP communication to the LLA, and regularly access OTIS and Partners. This position is responsible for overall and day-to-day management related to implementing and evaluating the 2022-~~2025~~ **2027** LLA Comprehensive Tobacco Control Plan; onboarding new staff; directing and supervising staff; preparing or overseeing the preparation of the Plan, Budget, progress reports, cost reports; and maintenance of required documents for auditing purposes.
Required: 25% to 50% FTE	Coalition and Community Engagement Coordinator	This position works with the coalition and seeks to broaden community engagement in tobacco control efforts. This position is responsible for recruitment of a diverse membership, developing an orientation process for new members, and training of adult (and youth if applicable) coalition members. In addition, the position is responsible for scheduling coalition meetings, arranging meeting logistics, working with coalition chair(s) on agenda development, taking meeting minutes, seeking regular consultation of statewide partners to increase training and coordination of coalition efforts, conducting an annual Coalition Survey (to include diversity, engagement, and satisfaction measures), and tracking the quantity and types of activities in which coalitions members were engaged.

*The obligation of public health agencies to prepare for emergencies necessitates the involvement of the entire public health workforce in emergency response and preparedness, in the same way that all staff are expected to participate in safety and security drills. In general, approximately 5% of an individual's time is a reasonable amount for staff supported with CTCP funds to spend on non-categorical activities, including emergency response, preparedness training, and participation in drills and exercises. Records should be kept by the agency to document time spent on these activities.

Staffing*	Position	Responsibilities
Required: Minimum 10% FTE	Evaluation Oversight	This position is responsible for overseeing and ensuring that Plan objectives are measurable, that the Evaluation Plan Type, indicators/assets selected, and the Evaluation Plan are aligned. Duties include project management of evaluation activities to ensure that they are conducted on time and as described, implementing appropriate quality assurance steps, and working with the Project Director/Coordinator to ensure that process and outcome evaluation activities are used to refine and improve intervention activities. This position oversees and approves development of data collection instruments, data collector training, sampling plans, data collection methodology, data analysis, report writing, and preparation of other data dissemination such as fact sheets and PowerPoint presentations. These responsibilities may be included in the Project Director/Project Coordinator position duties.
Required: Minimum 10% FTE	Local Program Evaluator	This position is responsible for implementing activities such as development of data collection instruments, data collection training and protocols, sampling methodology, data analysis, and report writing. Duties may also include assisting with data translation and dissemination. This position may be internal or subcontracted. A qualified evaluator has the following qualifications: • Completed at least one course in study design or at least one year of experience in determining the study design for an evaluation. • Have intermediate or higher proficiency in calculating sample size, developing a sampling scheme, and determining appropriate data collection methods.

Staffing*	Position	Responsibilities
		• Completed one course in program evaluation or one year of planning and implementing a program evaluation. • Have intermediate or higher proficiency in evaluating behavior change, policy, or media interventions. • Completed at least two intermediate courses in statistics. • Have intermediate or higher expertise in using statistical software packages to analyze and interpret quantitative data.
Required: Paid Internship for Diversification of the Public Health Workforce	Intern	Offering opportunities for paid internships to college students in the health fields, policy, communication, public health and other disciplines expands your workforce on a temporary basis and facilitates the development and diversification of the public health workforce. Student workers at the high school and college levels provide employment opportunities and expose young people to public health professions. Internships may be limited term, and paid as personnel or through a subcontract.
Recommended: Minimum 25% - 50% FTE	Media Specialist	This position is responsible for planning, testing, and implementing paid, earned, and social media activities including maintenance of social media strategies, developing and updating the Communications Plan, and executing communications tactics.
Recommended	Fiscal and Administrative Staff	Provide support such as phone contact with the public, preparation of materials and documents, fiscal documentation and accounting, and cost reports.

J. Training and Professional Development Requirements

Required Attendance:

1. Project Directors' Meeting (1-2 staff, approximately every 18 months).

2. Capitol Information and Education (I&E) Days (1-2 staff, coalition representation encouraged).
3. A minimum of ~~three~~ **two** training~~s~~ per fiscal year conducted by CTCP or its statewide grantees.

Recommended Attendance:

- 1-2 staff who are funded at a minimum 100 percent time on the LLA budget are encouraged to participate annually in a national public health meeting to disseminate findings from the LLA's tobacco control efforts. See Table 6. *Summary of Minimum Plan Requirements by Tier.*
- Webinars offered by CTCP and statewide grantees that pertain to the objectives and activities in the Plan (e.g., End Commercial Tobacco Campaign trainings). Attendance will be monitored through the Collaboration Tracking form in the Progress Report.
- Provide funding for youth coalition members to attend the California Youth Advocacy Network's (CYAN) Youth Quest and Youth Advocacy Camp annually to increase youth involvement in local and statewide tobacco-free initiatives.

K. Establish and Maintain Cross-Collaborative Efforts Requirements

LLAs are required to engage in the collaborative efforts that contribute to and sustain California's broader tobacco control movement. At minimum, LLAs are required to do the following:

- At least one LLA staff member is required to log onto the Partners website on a weekly basis. The statewide password protected electronic communication system is the means by which CTCP and its funded partners share information and resources related to their day-to-day tobacco use prevention and reduction efforts;
- Post or respond to questions or comments on the Partners *InfoHub* forum at least one time per month;
- At least annually, the LLA is to submit a Partners *Spotlight On* article highlighting a major success preferably related to a policy, system or environmental change outcome;
- After completion, submit educational materials developed by the LLA along with consumer testing results (e.g., reading level, consumer focus group results) to the Tobacco Education Clearinghouse of California (TECC) through MatTrack for possible statewide dissemination consideration;

- If direct cessation services are offered by the LLA, on a regular basis, provide information to Kick It California (formerly the California Smokers' Helpline) on the schedule and enrollment information. LLAs may allocate no more than 10 percent of the annual allocation towards the provision of direct cessation services;
- Coordinate and collaborate with CTCP-funded statewide technical assistance/training projects and coordinating centers, participate in statewide educational campaigns, coordinate with competitive grantees working within the LLA's jurisdiction, including engaging them as coalition members;
- Partner with other public health programs to facilitate an integrated approach to public health which may include joint trainings, participation in each other's evaluation and surveillance activities (e.g., Observation Surveys, Key Informant Interviews), and cross-participation in coalitions, campaign committees, and advisory boards when appropriate; and
- Use the OTIS Communication Log as the primary source for communicating about Plan, Budget, Progress Report and Cost Report issues with CTCP to ensure transparency and coordination of communications.

L. Fiduciary Responsibilities of the LLA

1. Acceptance of Prop 99 and Prop 56 Funds: The designated LLA for the local health jurisdiction is required to accept the total full combined allocation from Prop 99 and Prop 56 to fulfill the functions and activities of a LLA pursuant to the requirements set-forth in HSC Sections 104375 (o-p), 104380, 104400, 104405, 104410, and 104415. If the allocation is not accepted in full, the LLA will be considered to be non-compliant and subject to the remedial action described in HSC Section 104380 (h) and (3).
2. The LLA is required to expend the Prop 99 and Prop 56 allocation consistent with the findings, purpose, and intent of these initiatives, California's comprehensive tobacco control program implementation enabling legislation, the Budget Act, court decisions, implementing regulations, and Guidelines and policies of CDPH/CTCP. If the allocation is expended in a manner other than as specified by these directives, the LLA will be considered to be non-compliant and subject to the remedial action described in HSC Section 104380 (h) and (3).
3. Prop 56, subsection 30130.56 (a) states that the California State Auditor shall at least biennially conduct an independent financial audit of the state and local agencies who are recipients of Prop 56 funds. As such,

a. LLAs are required to maintain a separate interest-bearing account for their Prop 99 and a separate account for their Prop 56 funds. These accounts will be used exclusively for the LLAs Prop 99 and Prop 56 allocation and interest earned. The interest earned may only be used for purposes identified in the Plan.
b. LLAs are required to develop, implement, and maintain an internal accounting tracking system to support an audit pursuant to subsection 30130.56 (a) of Prop 56. It is recommended that this system track the receipt and expenditure of Prop 99 and Prop 56 funds separately. LLAs will receive from CTCP quarterly prospective payment invoices identifying the amounts of the Prop 99 and the Prop 56 quarterly payments released. Each LLA will return a signed copy of the invoice which will be processed for payment by CTCP. Twice a year, the LLA will submit its Cost Report to CTCP identifying its total and combined expenditures for the Cost Report Period.
c. At this time, there is no requirement for the LLA to separately track the expenditure of Prop 99 vs Prop 56 funds at the budget line item level. However, LLAs need to retain appropriate records documenting expenditure of allocated funds according to the approved Plan budget for each fiscal year. If positions or other operating expenses identified in the Plan are split funded with a source other than the Prop 99/Prop 56 funds (e.g., other federal, state or local fund source), then the LLA is required to implement fiscal tracking systems to ensure that the Prop 99/Prop 56 funds are used for their intended purpose. Such systems may include requiring positions or subcontractors/consultants to time study.

Table 6: Summary of Minimum Plan Requirements by Tier

Requirements	Tier 1	Tier 2	Tier 3
Minimum Number of Objectives for the 2022-~~2025~~ 2027 Comprehensive Tobacco Control Plan	**3**	**3**	**4**
CX Needs Assessment- Core Indicators/Assets: Required number of core indicators and assets to be assessed (See **Appendix 5:** *Core and Recommended Indicators and Assets 2022-2025 LLA Comprehensive Tobacco Control Plan*).	**13**	**13**	**13**

Requirements	Tier 1	Tier 2	Tier 3
CX Needs Assessment- Non-Core Indicators/Assets: Minimum number of required **LLA-selected** indicators and assets to be assessed. LLAs can elect to assess more if they choose. A list of *Core and Recommended Indicators and Assets* is provided (See **Appendix 5:** *Core and Recommended Indicators and Assets 2022-2025 LLA Comprehensive Tobacco Control Plan*); however, the LLA can select indicators or assets that are not included in the list provided by CTCP. See **Appendix 6:** *Communities of Excellence in Tobacco Control, A Communities of Excellence Needs Assessment Guide.*	**3**	**4**	**5**
Focus of Objectives: The Plan must include **each** of the following items: 1. A comprehensive tobacco control plan that includes work across indicator priority areas. A plan must include a <u>minimum</u> of two priority areas. Priority areas can include your End Commercial Tobacco Campaign and Tobacco-related Disparities objectives; however, if these objectives only fall within Priority area 2, Reducing Exposure to Secondhand Smoke, you must select an additional objective from Priority area 1 or 3. *2.* Selection of End Commercial Tobacco Campaign Indicators- see list of indicators in **Appendix 1:** *Local Lead Agency Campaign to End Commercial Tobacco.* *3.* Indicator or Asset from Table 3. *Tobacco-Related Disparities Indicators and Assets* (May also be used to meet #1 or #2 above, and/or #4 below). 4. Include one asset objective to enhance coalition development/ maintenance/ community engagement. The Plan must include at least one of the following assets: 2.4 Youth Engagement in Tobacco Control, 2.5 Community Engagement in Tobacco Control or 4.1 Tobacco-Related Recommendations in Community Plans.	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
Note: Objectives in the SOW must be based on an indicator or asset that was assessed during the 2021 CX needs assessment. If indicators/assets not previously assessed will be included in the SOW, then the CX needs assessment must be completed for the indicator/asset. See **Appendix 6:** *Communities of Excellence in Tobacco Control, A Communities of Excellence Needs Assessment Guide.*	✓	✓	✓
End Commercial Tobacco Campaign: Minimum requirements to focus on *End Commercial Tobacco Campaign*. See **Appendix 1:** *Local Lead Agency Campaign to End Commercial Tobacco*. The Plan must address at least **one** of the following policy pathways: • Trailblazer Option A.1 • Trailblazer Option A.2 • Trailblazer Option A.3 • Pathfinder Option B.1 • Pathfinder Option B.2 • Pathfinder Option B.3 • Pathfinder Option B.4 The Plan must include the following evaluation activities: 1. Each policy objective must identify at least one "intervention jurisdiction. 2. Participate in standardized data collection training and activities. 3. In 2022**,** ~~and~~ 2024~~,~~ **and 2026** for each primary intervention community, conduct standardized observation surveys at tobacco retailers, select outdoor public places and MUH facilities depending on the policy pathway selected. 4. In 2022, add standardized endgame questions to Key Informant Interviews and Public Opinion Survey instruments. Using a CTCP-provided standardized form, track community engagement and diversity of community engagement during progress	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
reporting.			
Tobacco-related Disparities Initiative: Pursuant to Revenue and Taxation Code 30130.55(b)(1), a minimum of 15 percent of Prop 56 funds must be dedicated to accelerating and monitoring the rate of decline in tobacco-related disparities with the goal of eliminating tobacco-related disparities. For LLA Plans, several CX Indicators were identified as being associated with reducing tobacco-related disparities. LLAs are required to direct at least 15 percent of the deliverables in their SOW towards one or more objectives addressing one or more of these indicators in Table 3. *Tobacco-Related Disparities Indicators*. The Plan must include the following: 1. Select one or more objectives with an indicator from Table 3. *Tobacco-Related Disparities Indicators*. 2. Clearly assign staff positions in the SOW and in the Budget Justification who are responsible for accelerating reductions in reducing tobacco-related disparities and describe these duties in the Budget Justification. If applicable, clearly assign subcontractors to specific SOW activities designed to accelerate reductions in tobacco-related disparities and summarize these activities in the Budget Justification.	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
Coalition Functioning: LLA staff or a coalition subcontractor are required to provide staff, logistical coordination, training, budget support, and other assistance as needed by the coalition. LLA staff should not be listed as coalition members, as they provide support to the community coalition. Coalitions must meet minimum standards in order to function appropriately, including: 1. Adoption and ongoing implementation of formalized operating rules and procedures (e.g., by-laws); 2. The Coalition Chair may not be from the LLA. The Chair or Co-chair need to represent an agency that does not receive Prop 99/56 funds; 3. Include an annual Coalition Survey; 4. Design and implement a process for member recruitment and orientation; and 5. Design and implement a communications process for both urgent and routine coalition communications. Note: Coalition members shall serve without compensation, but members may be reimbursed for necessary travel expenses incurred in the performance of their duties as a coalition member.	✓	✓	✓
Establish and Maintain Cross-Collaborative Efforts: 1. At least one LLA staff member is required to log onto the Partners website on a weekly basis. This statewide password electronic communication system is the means by which CTCP and its funded-partners share information and resources related to their day-to-day tobacco use prevention and reduction efforts. 2. At least annually, the LLA is to submit a Partners Spotlight On article highlighting a major success preferably related to a policy,	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
system or environmental change outcome. 3. Post or respond to questions on the Partners InfoHub forum at least one time per month. 4. Submit educational materials to the Tobacco Education Clearinghouse with evaluation of the materials for possible statewide dissemination consideration. 5. If direct cessation services are offered by the LLA, on a regular basis, provide information to the Kick It California (formerly the California Smokers' Helpline) about the schedule and enrollment information. LLAs may allocate no more than 10 percent of its annual allocation towards the provision of direct cessation services, (e.g., cessation classes, cessation in-person or virtual support groups). Specific evaluation requirements apply and are described in **Appendix 4:** *Local Lead Agency and Competitive Grantee Administrative and Policy Manual Policy Section*. 6. Partner with other public health programs to facilitate an integrated approach to public health which may include joint trainings, participation in evaluation and surveillance (e.g., Observation Surveys, Key Informant Interviews), and cross-participation in coalitions. 7. Use OTIS as the primary means for communicating to CTCP about the Plan, SOW, Budget, Progress Reports, and Cost Reports.			
Cessation Requirements: Policy Cessation Support Activities are required for all policy objectives where tobacco users will be affected by restrictions on tobacco use and/or access to tobacco products. **Policy Cessation Support Activities Section:** Complete the Policy Cessation Support section in OTIS (under the SOW Component) and select from the menu of cessation support activities. This section includes activities across all policy objectives, and deliverables may be assigned.	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
Activities included in this section identify, promote, and prioritize cessation (a stand-alone policy change cessation objective may also be proposed for health, behavioral health, social service, or other organizational systems change using indicator 4.2.9 with activities that do not duplicate the Policy Cessation Support Activities Section). **Cessation Activities:** The menu of cessation activities includes such things as: 1) conducting and disseminating an environmental scan of state and local cessation services; 2) developing a coalition cessation subcommittee to improve access to local cessation services; 3) awarding community engagement grants to health care, behavioral health, dental health, school, and social service agencies for the purpose of training a certified cessation treatment specialist, routinely identifying and treating nicotine addiction, and establishing a tobacco free grounds; and 4) collaborating with the local health department oral health program to integrate tobacco use identification, referral, and treatment activities. **Note:** Direct cessation services may not duplicate services provided by Kick It California (formerly, the California Smokers' Helpline); supplant existing cessation services funded by another source (e.g., health care provider, health insurance); or be used for the purchase of nicotine replacement therapy or other pharmacotherapy.			

Requirements	Tier 1	Tier 2	Tier 3
Media Requirements: **Media Activities Component**: Complete the Media Activities section in OTIS (under the SOW Component) and select from the menu of media activities. This section should include any media activities across all objectives, and deliverables may be assigned. To utilize CTCP media assets for any media campaign, a Communications Plan is required prior to the release of media assets. Media requests need to be submitted four weeks prior to media being run. **Media Activities:** The menu of media activities includes work such as: 1) completing a communications plan to strategically conduct paid, earned, and/or social media campaigns; 2) developing and maintaining a coalition website and/or online landing page for media activities; 3) maintaining coalition social media sites; 4) creating content for local health department websites and social media; 5) developing and consumer testing ads created by the LLA; and/or 6) completing a Media Activity Record (that applies to all objectives) and analysis to evaluate local media knowledge, efforts, and trends. (The Media Activity Record must be included if any other media activities are selected). **Consumer Testing Requirements**: If the SOW includes an activity to develop original advertising, then the LLA is required to include an evaluation activity to consumer test the ads with the intended target audience through focus groups, online surveys or other means to ensure that the message is understood by, appropriate for, audience, and impactful with the target audience. Coalition members or other individuals already familiar with tobacco control or public health efforts are not appropriate testing participants.	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
Evaluation Requirements: • The minimum amount of percent deliverables that are required to be directed toward the Evaluation Plan activities in the SOW is at least 10 percent. • The Evaluation Plan Type must match the objective. • The Evaluation Activity Plan must include a description of process activities to improve the intervention and activities that determine the extent to which the objective was achieved. • Any Evaluation Plan Type that includes Legislated or Voluntary Policy must include a Policy Record Review evaluation activity. • Any Evaluation Plan Type that is Legislated Policy Adoption or Policy Adoption and Implementation must include the Signed Policy as a Tracking Measure in the Policy Record Review evaluation activity. • An Evaluation Plan Type that includes Implementation must include an Outcome Evaluation activity to assess the extent or quality of policy implementation. • Any application that selects media activities for their scope of work is required to complete a Media Activity Record evaluation activity. • **Participate in activities for the statewide evaluation of funded priority population initiatives as needed. The evaluation may assess the strength of projects scope of work, changes in readiness for communities to address tobacco policy and system changes, capacity of funded agencies to build diverse partnerships and maintain them, etc. Participation may include completing surveys, interviews, sharing data, etc.**	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
Primary Evaluation Objectives: LLAs must designate the *End Commercial Tobacco Campaign* objective~~s~~ as primary evaluation objective~~s~~. Primary objectives require an in-depth evaluation plan in consultation with a qualified evaluator resulting in a Final Evaluation Report (a primary evaluation objective must be based on an indicator, not an asset. A primary evaluation objective produces valuable knowledge and replicable interventions and strategies that identify and reduce tobacco-related inequities.) **If an LLA will be extending the primary evaluation objective, a Brief Evaluation Report is required with the 1/1/25-6/30/25 progress report, which may be updated to a Final Evaluation Report due 6/30/27. If the primary evaluation objective is being closed out on 6/30/25 and a new primary evaluation objective selected for the extension period, a Final Evaluation Report is required with the 1/1/25-6/30/25 progress report.** A non-primary evaluation objective requires a less in-depth evaluation plan and submission of a Brief Evaluation Report. See **Appendix 8:** *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports* for information regarding the preparation of Final and Brief Evaluation Reports.	✓	✓	✓
Staffing: The following are minimum staff requirements for the Plan (see Table 5. *Required and Recommended Staffing* for position responsibilities). Each of the following positions must be included in the Budget, with existing staff noted and a hiring plan for vacant or yet to be established positions in the Budget Justification.	✓	✓	✓
Required Staffing: • Project Director or Project Coordinator • Coalition and Community Engagement Coordinator	**100% FTE** **25% FTE**	**100% FTE** **50% FTE**	**100% FTE** **50% FTE**

Requirements	Tier 1	Tier 2	Tier 3
• Designate a qualified staff member to Oversee of Evaluation Activities (May be incorporated into the duties of the Project Director or Project Coordinator)	**10% FTE**	**10% FTE**	**10% FTE**
• Local Program Evaluator (position may be internal to the agency or subcontracted)	**10% FTE**	**10% FTE**	**10% FTE**
• Paid Internship to Support Diversification of the Public Health Workforce (internship may be limited term, and paid as personnel or through a subcontract.)	**1**	**1**	**1**
<u>Recommended Staff:</u> • Media Specialist • Fiscal and Administrative Staff	✓	✓	✓
Organizational Chart: Submission of an organizational chart depicting the proposed LLA personnel, reporting relationships among personnel, proposed subcontracts and consultants, and the reporting relationship between LLA personnel and the proposed subcontractors and consultants.	✓	✓	✓
Administrative and Policy Manuals: SOW activities and administration of the project must be performed consistent with **Appendix 3:** *Local Lead Agency and Competitive Grantee Administrative and Policy Manual Administrative Sectio*n & **Appendix 4:** *Local Lead Agency and Competitive Grantee Administrative and Policy Manual Policy Section*.	✓	✓	✓
Supplanting: These funds may not be used to duplicate or supplant existing tobacco use prevention or cessation efforts funded by other local, state, federal, private, or other funding sources. The 2022-**<u>2027</u>**~~2025~~ Comprehensive Tobacco Control Plan is to solely reflect the funding allocated to the LLA for this purpose, the interest	✓	✓	✓

Requirements	Tier 1	Tier 2	Tier 3
from the interest bearing and insured trust accounts used to deposit Prospective Payments, and may include LLA in-kind contributions if they are explicitly identified in the budget and Plan. CTCP reserves the right to require the LLA to exclude activities from the Plan that are implemented with Tobacco Industry Master Settlement Agreement or other funds that may obscure the quality, reach, and evaluation of the impact of the CTCP-funded project.			

PART IV. APPLICATION SUBMISSION PROCESS

A. Plans shall be submitted through the OTIS, a secure, password-protected, uniform knowledge management system. OTIS is used to submit Plans, review and score Plans, negotiate the SOW and budget, and submit and approve progress and cost reports. The system is accessible 24 hours a day, seven days a week, provides access to trainings, manuals, and a communications system that assist all projects with their applications and maintaining their plans.

B. Submit a comprehensive ~~3.5~~ **5.5** year Plan that meets the requirements of the LLA Guidelines and reflect current budget projections by fiscal year in **Appendix 2:** *Local Lead Agency Funding Allocation Table* **(Revised)**. Plans must be submitted, modified, and approved by the due date listed in Table 2: *Tentative Schedule*. Failure to achieve an approved plan in OTIS by the date listed in Table 2: *Tentative Schedule* may result in a delay release of the first and second quarter Prospective Payments to the LLA.

C. Instructions for completing each component of the Plan are available in the OTIS online tutorial. Please see **Appendix 7:** *Instructions for Accessing the OTIS Applicant Training Course* for more information on accessing the tutorial. The tutorial explains how to use the system and instructions for completing each of the application components listed below.

D. Review the application components listed below to ensure that information is current and accurate.

1. **Contact Information**
    a. My Agency
    b. Application Contacts

2. **Background Information**

   a. Media Profile: Identify the major media markets using the OTIS online instructions.
   b. Coalition Functioning: Complete each section of this form according to the OTIS online instructions.

The following elements of the existing Plan should be reviewed and updated for the 2022-**2027**~~2025~~ LLA Comprehensive Tobacco Control Plan:

3. **Evaluator Information**

   a. Select the Plan Evaluator. See the OTIS online Creating Your Application/Plan tutorial, found in the OTIS Training Courses Section under the Help tab.
   b. After the Plan Evaluator is selected, this individual must complete and submit the "Certification of the Evaluator's Role in Preparing the SOW." See the OTIS online; Creating Your Application/Plan tutorial, found in the OTIS Training Courses Section under the Help tab.

4. **Scope of Work**

   a. Complete the following items pursuant to the OTIS online Creating Your Application/Plan tutorial, found in the Training Courses Section under the Help tab:

      i. Project Objective: For each objective, identify:

         1) The Priority Area and Indicators/Assets associated with the objective
         2) Target Audiences
         3) The Evaluation Design for the objective
         4) Summary Intervention Topics appearing in the SOW
         5) Intervention Jurisdiction(s) to work in

      ii. Policy Cessation Support Activities: Add activities to the Policy Cessation Support Component in OTIS to describe how an integrated approach will be used to support policy objectives in the entire plan with cessation support. A menu of several activity options is provided, or you can add your own activity.

      iii. Media Activities: Add activities to the Media Activities Component in OTIS for each objective the project intends to execute media tactics for prior to initiating and evaluating media efforts. A menu of several activity options is provided, or you can add your own activity.

b. In a brief narrative format, describe the series of activities to be implemented to achieve the objective. Each activity is to briefly describe and quantify what will be done, how much will be done, and who will be involved. For each activity the following information is to be provided:

   i. Copyright
   ii. Assignment of a Percent Deliverable
   iii. Assignment of Start/End Dates
   iv. Assignment of Responsible Parties
   v. Assignment of Tracking Measures to document completion of activities

c. For each policy objective, include: 1) an activity to conduct a strategic planning session utilizing the Midwest Academy Strategy Chart; and 2) a policy record review activity to upload any final policies adopted by a county, city, or official board (e.g., fair board, school board, transit board) in OTIS with the progress report. A strategic planning session for all policy objectives must be conducted during the first progress reporting period (01/22-06/22).

d. The SOW must include a collaboration activity that reflects coordination/collaboration with other local and statewide tobacco control partners such as other Local Lead Agencies (LLAs), CTCP Competitive Grantees, Kick It California (formerly the California Smokers' Helpline), California Tobacco Endgame Center for Organizing & Engagement, Law and Policy Partnership to End the Commercial Tobacco Epidemic, California Youth Advocacy Network, Tobacco Control Evaluation Center, Rover Library, The LOOP, and the Tobacco Education Clearinghouse of California.

5. **Evaluation Plan**

a. Prepare the evaluation plan by completing the evaluation section using appropriate process and outcome data collection strategies to improve the intervention and measure the outcome and/or impact of the intervention. The evaluation plan may include the following types of evaluation activities: Consumer Testing, Education/Participant Surveys, Evaluation Reports, Focus Groups, Key Informant Interviews, Media Activity Record Observation Data, Policy Record Review, Public Opinion Surveys, Policy Record Review, Tobacco Purchase

Survey, and Other Evaluation Activities (e.g. Photovoice, Asset Mapping).

b. For each evaluation activity complete the following information:

   i. Copyright
   ii. Assignment of a Percent Deliverable
   iii. Assignment of Start/End Dates
   iv. Assignment of Responsible Parties
   v. Assignment of Tracking Measures to document completion of activities
   vi. Select “Yes” or “No” for whether training for data collectors will be provided

c. Complete the Evaluation Reporting Section. Describe how the evaluation data will be analyzed and disseminated, designate the progress report period in which the Brief Evaluation Report will be submitted to CTCP, assign a percent deliverable for report documents, and describe any limitations or challenges anticipated with completing the evaluation. Similar to the other activities, complete Tracking Measures and Responsible Parties. See Evaluation Guide in OTIS for additional guidance.

6. **Narrative Summary**

a. Community Assessment Analysis (600-word limit): The Community Assessment Analysis provides justification to support the population(s) of focus, the geographic area(s) of focus, and if applicable, describe the End Commercial Tobacco Campaign policy pathway selected. Demonstrating the need for the intervention may come from community needs assessment findings; local, state or national data that describe the problem to be addressed; and a summary of evidence-based literature and/or community-defined evidence regarding programs and policies which support the proposed intervention. If your project has worked on a similar objective in the past, describe the scope and outcome of the effort, explain why additional work is needed or why this attempt will be more successful. If your project has worked in the community(ies) selected in the past, describe how previous work led to continuing work in this community. To cite data or literature, please state the author, publication title, and year, (e.g., Duber, Herbert, et.al, Public Health Management & Practice, 2020).

The first two sentences of the Community Assessment Analysis narrative are to begin as follows:

i. "This project will primarily address the following priority population(s) of focus: (list the populations)."*
ii. "This project will primarily work in the following geographical communities: (identify the communities and describe the demographics of the community)."

b. Major Intervention Activities (400-word limit): In a narrative format, provide a concise summary of the intervention activities to be implemented, and how these activities will move the objective forward. Describe the sequence of community engagement, community organizing, education, outreach, training, policy, paid and earned media activities that will be implemented to achieve the objective. Explain how members of the community will be engaged and how activities will be tailored to the community and the population(s) of focus.

c. Theory of Change (300 word limit): Describe the underlying rationale for the proposed intervention, either using a formal theory of change or in your own words, explain how and why you think the proposed activities will lead to the desired change described in the objective. Public health frequently relies on formal theories of change; however, it is also acceptable to describe the underlying rationale for the intervention in your own words.

i. What is a theory of change? The underpinning of most effective public health interventions is a theory of change. The theory of change provides an explanation of how and why the proposed intervention will result in the desired change. It communicates that the activities and messages are more than an assortment of messages and activities selected because they are fun or popular with the coalition. The theory of change communicates that a rationale links the activities and supports that collectively these will result in the desired change.

ii. What are examples of a theory of change? Following are a few examples of theories of change used in tobacco

*See *Achieving Health Equity: Toward a Commercial Tobacco-Free California, The 2021– 2022 Master Plan of the Tobacco Education and Research Oversight Committee for California*, page 11 for a list of tobacco-related priority populations in California

control. The Stages of Change Theory is a theory which focuses on individual behavior change and is frequently used as the rational for interventions that motivate and help people quit smoking based on where they are along a continuum of personal readiness to change. Theories of change that focus at the community level and help to explain why community education, media, and partnership development lead to the adoption of policies in communities or organizations include: Social Norm Change, Community Organizing, and Community Readiness theories. Additional theories of change can be found in **Appendix 9:** Theory at a Glance: A Guide for Health Promotion Practice. It is a free resource developed by the National Cancer Institute for public health practitioners. This document concisely summarizes the most commonly used theories, such as the Diffusions of Innovation Theory, the Health Belief Model, and Social Cognitive Theory and it explains how to incorporate theory into program planning, implementation, and evaluation.

d. Evaluation Summary Narrative (500-word limit): The Evaluation Summary is a summary of the evaluation design, outcome and process evaluation activities to be conducted, a description of how process evaluation activities will be used to improve or tailor the intervention, and a description of the plan to disseminate evaluation findings to others. In a narrative format, briefly provide the following information:

   i. What will be accomplished? Describe what will be accomplished as a result of the intervention: How will the community or people in the community be different (e.g., smokefree multi-unit housing policy adopted, health care providers will use electronic health records to make referrals to Kick It California)?

   ii. Evaluation Plan Type: State the evaluation plan type (e.g., “policy adoption”).

   iii. Outcome Data Collection: If your SOW includes the collection of outcome data, describe:

      - Design type (experimental, quasi-experimental, or non-experimental);
      - The intervention and control group(s) (if any) e.g., communities, stores, health care providers) and the number and location (city or neighborhood) of each

group;
- When measurements will be performed (e.g., post-test only, pre- and post-test);
- How data will be collected (e.g., document review, observation); and
- The sampling plan (e.g., simple random sampling, convenience sampling).

e. Process Data Collection: Describe the process evaluation activities that will be conducted (e.g., public opinion surveys, focus groups, key informant interviews, media activity records, policy record reviews). Include information about who the participants are, the number anticipated to participate in the process evaluation activities, and the frequency of the process evaluation activities.

f. Outcome Data Collection: Describe the outcome evaluation activities that will be conducted (e.g., observation data collection). Outcome measures often compare conditions several points in time to demonstrate change from pre and post program efforts, often examining quantitative data. Include information about the change that occurred as a result of the intervention activities.

g. How do evaluation activities support interventions? Where applicable, explain how specific evaluation activities support particular intervention activities or will be used to help improve or tailor the intervention. For example: "A *young adult tobacco purchase survey will be conducted at baseline to illustrate the need for a tobacco retail license (TRL) policy and enforcement and the data will be used in community education activities, and again after the TRL has passed to measure impact of the policy; public opinion surveys will be used to demonstrate support for retail restrictions by law; media activity records, policy record reviews, and key informant interviews with decision makers will be used to inform the completion of the Midwest Academy Strategy Chart and completion of other intervention activities.*"

h. How will evaluation findings be disseminated? Describe how and to whom evaluation findings will be disseminated.

7. **Budget and Budget Justification Instructions**

This section contains the requirements and instructions for submitting the Budget and Budget Justification for the 2022-

2027~~2025~~ LLA Comprehensive Tobacco Control Plan. Budgets should adhere to the requirements and criteria provided in this section and the budget instructions provided in **Appendix 10:** *Budget Justification Instructions* **(Revised)**.

a. Budget: Submit a comprehensive ~~3.5~~ **5.5** year budget that describes and supports the costs associated with the implementation of the 2022-**2027**~~2025~~ LLA Comprehensive Tobacco Control Plan. The Budget and Budget justification are to:

   i. Ensure the total dollar amount for FY 2021/2022 (January-June) through ~~FY 2024/2025~~ **FY 2026/2027**, does not exceed the amount identified for the LLA in **Appendix 2:** *Local Lead Agency Funding Allocation Table* **(Revised)**.
   ii. Utilize the eight budget categories provided in the OTIS budget justification index.
   iii. Verify that each activity in the SOW (that results in an expenditure of funds) is reflected in the budget.

b. Overall Budget Justification: Develop a budget justification that clearly describes how the costs identified were determined.

   i. Provide easy to follow formulas to substantiate how costs were calculated.
   ii. Provide an explanation when zero funds or insufficient funds are budgeted for a standard cost (i.e., in-kind personnel or rent). Specify fund type: CDC, MSA, etc.
   iii. Describe all in-kind contributions, including in-kind contribution of space, indirect costs, subcontracts, and personnel. Describe the source of the funds and the estimated value of the in-kind cost. CTCP reserves the right to require the LLA to completely exclude activities from the SOW and budget that are implemented with in-kind funds (e.g., MSA, federal) if the use of those funds obscures the quality, reach, and evaluation of the impact of the LLA's tobacco control program efforts.

c. Specific Budget Line Item Justification: In addition to the general instructions described in **Appendix 10:** *Budget Justification Instructions* **(Revised)**, incorporate the following requirements which are specific to the 2022-**2027**~~2025~~ Local Lead Agency Comprehensive Tobacco Control Plan.

   i. Personnel Costs: Budget for personnel as described in Table 5. *Required and Recommended Staffing* and Table 6. *Summary of Minimum Plan Requirements by Tier*. The

budget justification Duty Description must capture the minimum duties described for required personnel in Table 5. *Required and Recommended Staffing*.

ii. Fringe Benefits: Refer to Section 13 of Exhibit D: Special Terms and Conditions in the Contract Documents section of the Tobacco Control Funding Opportunities and Resources webpage , which provides guidance for allowable expenses in Fringe Benefits. In addition, ensure each benefit reflects the individual percentage as described in **Appendix 10:** *Budget Justification Instructions* **(Revised)**.

d. Equipment: LLAs should assess their need for equipment to fulfill the requirements and activities described in their 2022-20272025 Local Lead Agency Comprehensive Tobacco Control Plan and budget accordingly.

e. Travel, Per Diem and Training: Below are instructions for budgeting required and recommended travel and per diem. Please refer to Table 6. Summary of Minimum Plan Requirements by Tier to identify number of participants you should budget for each travel and training opportunity.

i. Required Travel and Training: The minimum number of participants for the required Travel/Training is 1-2 staff per required training/conference. Please refer Table 7. *Required Travel/Training* to identify which fiscal year each required training takes place.

ii. Required trainings may take place virtually or in-person. LLAs should budget for in-person trainings beginning in FY 2022/2023.

Table 7. Required Travel/Trainings

Required Travel/ Training	FY 21-22 (Jan-June)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Tobacco-free California Projects Meeting		X				
Joining Forces			X			
Capitol Information & Education Training	X	X	X	X	**X**	**X**

Required Travel/ Training	FY 21-22 (Jan-June)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Communities of Excellence in Tobacco Control Needs Assessment Training			~~X~~		**X**	
End Commercial Tobacco Campaign Community Data Collection Training	X					
LLA Guidelines Training				~~X~~		**X**
Required ~~Three~~ **Two** Additional Trainings		X	X	X	**X**	

iii. Optional CTCP Travel and Training: Under CTCP Travel and Training you may budget for the events listed in Table 8. *Optional Travel/Trainings*. The trainings, conferences and events below provide a broad overview of the types of events that CTCP has tentatively scheduled and is provided to help LLAs budget sufficient funds for travel. CTCP does not have dates, locations or details on the content of these events. In the absence of specifics, for budget planning purposes, the LLA should budget as if statewide events are conducted in Sacramento and regional events are within 200 miles of your agency. This list does not include trainings or events that may be offered by CTCP Statewide funded agencies.

Table 8. Optional Travel/Trainings

Optional Travel/ Training	FY 21-22 (Jan-June)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
CTCP or other Public Health Organization Summits/Conferences/Trainings to counter unanticipated and emerging threats from the tobacco/cannabis industry	1 - 3	2 - 5	2 - 5	2 – 5	**2 – 5**	**2 – 5**

End Commercial Tobacco Control Campaign Regional Community Readiness Training	1					
Media/Communications/Advertising Planning Trainings	1	1		1		
Coalitions Trainings		1	1	1		
Communities & Schools Workshop Trainings	~~1~~	~~1~~		~~1~~	**1**	
Tobacco Prevention University					**1**	

iv. Optional Out-of-State Travel/Training: CTCP is interested in LLAs having the opportunity to learn from the work being done in other states and that LLAs take a more active role in disseminating their tobacco control findings nationally. Each LLA is eligible to send 1-2 staff budgeted at a minimum 100% FTE to out-of-state travel events (out-of-state travel is optional). The entire cost of the out-of-state travel including registration, travel, and per diem should not exceed approximately $2,500 per person per event. CTCP reserves the right to change this policy at any time, and/or pay only a portion of the proposed out-of-state travel costs. In its out-of-state travel request, the LLA will need to describe the benefit of participation to CTCP, the LLA, and how attendance supports the SOW.

Table 9. *Potential Out-of-State Travel Opportunities* summarizes some of the events that CTCP would support LLA staff attending. If the out-of-state travel is not approved in the initial budget negotiations, then the LLA will need to submit an out-of-state travel request through OTIS. An out-of-state travel request submitted through OTIS takes 2 to 4 weeks to review and a determination made. The benefit to the State and LLA must be identified and will need to support the current SOW.

For the out-of-state travel budget projections, you are to provide an estimated cost for all years of the agreement. Please see **Appendix 10:** *Budget Justification Instructions **(Revised)*** for the formulas and required information for the description. See Table 6. *Summary of Minimum Plan*

Requirements by Tier to identify the maximum number of staff allowed to travel out-of-state.

Table 9. Potential Out-of-State Travel Opportunities

Event/Conference (Examples)
American Public Health Association
National Conference on Tobacco or Health
Clearing the Air Institute
North American Quitline Consortium
National Conference on Smokeless Tobacco Prevention
Public Health Marijuana Summit
Annual Rural Health Conference
Health Equity or Priority Population Conference
Annual National Tribal Public Health Summit

f. Subcontracts and Consultants: LLAs may enter into a variety of subcontracting relationships to fulfill the requirements of the SOW. Subcontractors must be listed as Responsible Parties on the activities they will conduct in the SOW. Below are recommendations and considerations for common subcontract or consultant agreements. Please see **Appendix 10:** *Budget Justification Instructions* **(Revised)** for additional details regarding the subcontracting process.

   i. Community Engagement Agreements: A community engagement agreement is a type of subcontract valued at less than $5,000. A CEA does not require a competitive bid process, but the primary awardees must be selected in a fair and unbiased manner to eliminate any real or perceived allegation of preference (e.g., favoritism, bias, or nepotism). Funds for a CEA subcontract agreement must be used to facilitate community engagement to support completion of activities described in the approved LLA SOW. During the entire project term, the LLA may not award a subcontractor a single or multiple CEA award(s) totaling $5000 or more.
   ii. Evaluation Consultant/Subcontractor: The LLA is required to have a qualified Local Program Evaluator as part of the project's staffing requirements. Oftentimes, staff seek out

external candidates to fulfill this role. See Table 5. *Required and Recommended Staffing for Local Program Evaluator* requirements.

iii. Media, Public Relations, or Digital Communications Subcontractor: LLAs may subcontract with a qualified agency/consultant to obtain expertise in advertising planning and buying services, as well as digital and earned media activity development.

iv. Priority Population-Specific Subcontractors: To reach specific communities that may be hard for the LLA to reach on their own, subcontract with agencies who have appropriate experience and access to the populations the LLA needs to reach to complete the SOW.

v. Tobacco Treatment Specialist-Certification Training Consultant: In support of increasing cessation accessibility the LLA's jurisdiction, hire a qualified trainer to certified new Tobacco Treatment Specialists, and evaluate the participant's success in the program.

g. Other Costs: Other Costs include costs associated with completing the activities in the SOW not listed in Operating Expenses. Four standard cost line items that must appear in the budget justification are: Educational Materials, Incentives, Paid Media, and Booth Rental/Facility Fees. Additional Other Cost subcategories may be proposed with appropriate justification.

For recommendations on budgeting for Paid Media related expenses see Table 4. *Annual Recommended Expenditure for Paid Media*. The recommended budget may be budgeted for paid placement of advertising utilizing existing CTCP advertising resources, development of new advertising (if any), paid social media activities, and/or contracting with a media agency or consultant with appropriate expertise.

h. Indirect Expenses:

i. City and County-based LLAs may not exceed the ~~2020-21~~ **2024-25** CDPH approved Indirect Cost Rate (ICR) for that health jurisdiction. State Contracting Manual 3.06 restrictions on subcontract administrative overhead fees apply when the LLA uses the Total Allowable Direct Costs as the ICR basis. This means that if the LLA has selected Total Allowable Direct Costs as the ICR basis, only the first $25,000 for each subcontract may be included in the

calculation of Total Allowable Direct Costs. Non-governmental LLAs are required to use an ICR basis that does not exceed a maximum of 25 percent of the Total Personnel Services (Personnel Costs plus Fringe Benefits Cost).

8. **Supplemental Tobacco Control Funding**

   To support or maximize Prop 99 and Prop 56 funding, projects have the option to utilize CDC tobacco control federal funding, or supplemental funding sources such as local MSA. In order to clearly and accurately document how Prop 99/Prop 56 funds are expended and maintain transparent accounting records, the following is required:

   - The SOW and Budget should only reflect the use of only Prop 99/Prop 56 monies as deliverables.
   - If activities funded with non-Prop 99/Prop 56 monies are included in the SOW to demonstrate a comprehensive plan, they must be identified as “In kind” both in the Budget Justification and in the SOW. For the SOW, the “Responsible Parties” shall indicate personnel or subcontractors are “Non-Budgeted” if an activity is funded by non-Prop 99/Prop 56 sources.
   - SOW activities are not to be split-funded between Prop 99 and Prop 56 funds and an Additional Fund Source (e.g., CDC, MSA, and Realignment). If an activity described in the SOW is funded by an Additional Fund Source, the activity must clearly identify that the activity is “In-kind” and identify the fund source). No percent deliverable may be assigned to an In-kind Activity that is funded by an Additional Fund Source (e.g., CDC, MSA, Realignment, etc.).
   - Personnel positions may be partially funded by CTCP and partially funded by non-CTCP funds; for any position where a CTCP-funded is less than 100 percent
   - FTE, the LLA is required to maintain auditable records documenting all direct and indirect costs incurred during the term of the 2022-**2027**~~2025~~ LLA Guidelines including, but not limited to accounting books, ledgers, documents, travel claims, payroll records, including signed timesheets, personnel activity reports, and calendars that clearly delineate the application of the multiple fund sources to the employee’s time and activities. The LLA must follow standard accounting procedures and practices that properly reflect all direct and indirect expenses related to the project.
   - Subcontractors may be split-funded, but only with SOW activities clearly designated as Prop 99 and/or Prop 56, or other funding (CDC, MSA, etc.). Auditable records must be maintained to clearly attribute work performed to each of the fund sources.

- CTCP reserves the right to require the LLA to completely exclude activities from the SOW and budget that are implemented with in-kind funds (e.g., MSA, federal) if the use of those funds obscures the quality, reach, and evaluation of the impact of the LLA's tobacco control program efforts.

Additional Budget Justification information may be obtained in the following Appendices:

Appendix 11: *CTCP Program Letter 18-01 Incentive Materials* **(Revised)**
Appendix 12: *CTCP Program Letter 12-03 Allowed Policy Activities*
Appendix 13: *Comparable State Civil Service Classifications* (**Revised)** (This document is only applicable to non-governmental non-profit agencies.)
Appendix 14: *Travel Reimbursement Information* **(Revised)** (This document is only applicable to non-governmental non-profit agencies.)

9. **Additional Documents**

The purpose of the Additional Documents is to provide CTCP with supplemental information regarding the LLA. Information concerning agency administrative/ collaborative activities, additional tobacco control funds, non-acceptance of tobacco company funding, and indirect cost recovery will substantiate CTCP agreement requirements.

a. Additional Tobacco Control Funding (online form)
b. Administrative/Collaborative Activities (online form)
c. Organizational Chart (upload PDF to Required Administrative Documents) Prepare and upload a PDF organizational chart using the link indicated in OTIS under Additional Documents, Required Administrative Documents Section. The organizational chart is to depict the proposed LLA personnel, reporting relationships among LLA personnel, proposed subcontracts and consultants, and the reporting relationship between LLA personnel and the proposed subcontractors and consultants.
d. DGS/OLS 04 CA Civil Rights Laws Attachment (Nonprofits Only). If Applicable, upload this to the Additional Documents, Other Documents Section.
e. Contractor Certification Clause (Nonprofits Only). If Applicable, upload this to the Additional Documents, Other Documents Section.

PART V. AWARD ADMINISTRATION INFORMATION

A. Plan Review Process (Not Applicable to the LLA Guidelines Extension)

This section explains how the Plan will be reviewed and evaluated. It describes the evaluation stages and the scoring of all Plans. Each Plan will be evaluated and scored based on responses to the information requested in these Guidelines. By submitting a Plan, the LLA agrees that CTCP is authorized to verify any and all information. Plans received by CTCP are subject to the provisions of the "California Public Records Act" (Government Code, Section 6250 et seq.) and are not considered confidential upon completion of the selection process.

Stage One: Administrative and Completeness Screening. CTCP will review Plans for on-time submission and compliance with administrative requirements and completeness. The OTIS electronic time stamp will be used to verify on-time submission.

Stage Two: Plan Review. Each Plan passing Stage One will be evaluated and scored according to the selection criteria by a review committee on a scale of 0 to 100 points. The review committee will be comprised of representatives of CDPH. Plans with a score of 75 or more will receive a notation of "Pass." Plans with a score of less than 75 points will receive a notation of "Fail". Regardless of Pass/Fail designation, each LLA Plan will be negotiated to achieve an acceptable plan that meets all Guidelines requirements.

Stage Three: Notification of Score. CTCP will provide each LLA a written copy of their consensus review tool summary page, which provides the score and overall strengths and weaknesses of their Plan.

Stage Four: Plan Negotiation. Following the award notification, Plan negotiations will be scheduled. This may consist of telephone, virtual, or face-to-face meetings.

B. Plan Scoring and Scoring Criteria (Not Applicable to the LLA Guidelines Extension)

The section below describes the value of each scoring question and the rating factors to be used in the review. The total possible score is 100. CTCP intends to use scores on the Plan and Progress Reports in evaluating the impact of the LLA portion of California's Comprehensive Tobacco Control Program on short-term, intermediate and long-term outcomes. The results of this evaluation will be used in considering future program policy and funding recommendations.

Table 10. Scoring Criteria and Rating Points (Not Applicable to the LLA Guidelines Extension)

Plan Component: Community Engagement and Coalition Functioning – 8 points	
Rating Factors	**Points Possible**
The extent to which the LLA demonstrates the existence of a functioning adult coalition with by-laws or operational procedures including: • A mission statement; • A designated coalition chair who is representative of the community, and not an employee or representative of an agency receiving any tobacco-control related funding obtained through California tobacco tax initiative; • Roles and responsibilities of coalition members; • Evidence of regular meetings; • A formal process for recruiting and orientating new coalition members; • System for routine and rapid communication; and • An annual satisfaction, engagement and diversity survey of current members conducted every 12 months.	8
TOTAL	**8**

Plan Component: CX Needs Assessment – 10 Points	
Rating Factors	**Points Possible**
The extent to which the LLA demonstrates the use of quantitative and qualitative data to support assessment findings and provides sufficient comments to justify and support the ratings.	4
The Social Disparities Capacity Assessment and narrative describe the LLA's strengths and weaknesses that can be leveraged or improved though the addition of scope of work activities that reach out to engage priority population groups in an effective and culturally relevant manner.	4
Demonstrates that coalition members were involved in the CX process.	2
TOTAL	**10**

Plan Component: Scope of Work- Objectives and Intervention Plan – 25 Points	
Rating Factors	**Points Possible**

Plan Component: Scope of Work- Objectives and Intervention Plan – 25 Points	
The extent to which the LLA demonstrates a detailed "road map" (i.e. SOW) that is appropriate to accomplish the objectives, and that demonstrates: • A variety of activities that describe how much work will be done, where activities will occur, methods used, when	10
activities will occur, responsible parties and tracking measures to verify work; • Sufficient activities to move policy, systems, and environmental change interventions forward; • Sufficient activities to justify the proposed level of staffing (e.g., how much work will be done); • For each policy (legislated and voluntary) includes that the Midwest Academy Strategy Chart (MASC) will be completed within the six months; and • Objectives and activities reflect requirements outlined in *Table 6. Summary of Minimum Plan Requirements by Tier.*	
The extent to which the LLA demonstrates that a minimum of 15 percent of their annual budget is used to accelerate and monitor the rate of decline in tobacco-related disparities with the goal of eliminating tobacco-related disparities by selecting one or more objectives focused on a policy and indicator/asset selected from *Table 3. Tobacco-Related Disparities Indicators and Assets.*	5

Plan Component: Scope of Work- Objectives and Intervention Plan – 25 Points	
The extent to which the LLA demonstrates it will: • Coordinate and collaborate with CTCP statewide and training technical assistance grantees, statewide educational campaigns, competitive grantees in the area, and regional projects, including engaging them as members in the coalition; • Annually submit at least one Partners Spotlight On article highlighting a major success, preferably related to a policy, system or environmental change outcome; • Post or respond to questions on Partners' InfoHub forum at least one time per month; • If the project has activities to create educational materials, they indicate they will submit educational materials to the Tobacco Education Clearinghouse (TECC) with evaluation of the materials for consideration of possible statewide dissemination by inclusion of the appropriate activity and tracking measures; • The Policy Cessation Support Activities Section includes activities to provide support for all policy objectives. • If direct cessation services are offered, on a regular basis, provide information to Kick It California on the schedule and enrollment information; and • Partner with other public health programs to facilitate an integrated approach to public health which may include	10
joint trainings, participation in evaluation and surveillance, and cross-participation in coalitions.	
TOTAL	**25**

Plan Component: Evaluation Plan – 15 Points	
Rating Factors	**Points Possible**
The extent to which an evaluation plan is included for each objective, reflects that a qualified Local Program Evaluator provided at least four hours of consultation on the development of the SOW, and includes appropriate: • Evaluation Plan type; • Evaluation design; • Sampling strategy; • Quantification of the sample sizes for each evaluation activity; • Description of who is to take part in the evaluation activity; • Conducting data collection evaluation activities that are tailored and relevant to each objective and intervention activities; • Consumer testing of media and educational materials developed; • Include a Policy Record Review activity with a Signed Policy Tracking Measure for Evaluation Plan Type that includes Legislated Policy Adoption Data collection methods; • Engagement of the Project Director and Local Program Evaluator and community members in evaluation activities; • Training of data collectors is described in the Intervention Plan; • Description of data analysis methods; and • Appropriate data translation and dissemination methods.	10
The extent to which the evaluation for each objective measures: • Whether the objective was achieved; • Provides information that will inform and improve the intervention; • Disseminates the findings to the community, coalition, policymakers, and to public health professionals working in tobacco control (e.g., through a conference presentation or a peer reviewed paper), as appropriate.	5
TOTAL	**15**

Plan Component: Narrative Summary – 15 Points	
Rating Factors	**Points Possible**

The extent to which the Community Assessment Analysis:
• Includes the required first two (2) sentences of the Community Assessment Analysis:
  ○ "This project will primarily address the following priority population of focus: (identify the priority populations of focus)"
  ○ "This project will primarily work in the following geographic communities: (identify the communities and describe the demographics of the community)"
• Describes the End Commercial Tobacco Campaign policy pathway selected (if applicable);
• Justifies with cited data that the objectives address a tobacco-related problem of significance to the population of focus;
• Incorporates substantiated evidence or practice-based approaches to addressing the problem; and
• Demonstrates the need for the intervention using community needs assessment findings; local, state, or national data; or a summary of evidence-based literature and/or community defined evidence.
	4

The extent to which a Major Intervention Activities summary which includes: • A concise summary of the activities to be implemented, and how these activities will lead to the accomplishment of the objective; • The sequence of major activities, such as community outreach, organizing, engagement, education/training, policy activities, and paid and/or earned media activities that will be implemented to achieve the objective; • How members of the community will be engaged and how activities will be tailored to the population of focus; and • How the Applicant is best suited to complete the activities in the communities proposed.	4
The extent to which the Theory of Change provides the underlying rationale explaining why the proposed activities will lead to the desired change and achieve the objectives.	3
The Evaluation Summary is appropriate for the objectives and activities and describes the following: • Evaluation design type (e.g., experimental, quasi-experimental, or non-experimental);	4

Plan Component: Narrative Summary – 15 Points	
• Intervention and control groups if either a quasi or experimental design is used; • When outcome measurements will be performed (e.g., pre/post, post-test only); • The sampling plan; • The specific outcome to be accomplished as a result of the intervention; • Outcome and process evaluation activities to be conducted; • How process evaluation activities will be used to improve or tailor the intervention; and • How findings will be disseminated.	
TOTAL	**15**

Plan Component: Staffing – 2 Points	
Rating Factors	**Points Possible**
The extent to which the LLA demonstrates the organizational and staffing plan (or a recruitment and hiring plan), and staff qualifications, including subcontractors, will support the proposed Plan activities. The Organizational Chart reflects appropriate reporting relationships and oversight of personnel, subcontractors, and consultants. The proposed staffing pattern is consistent with the requirements identified in *Table 5. Required and Recommended Staffing*.	2
TOTAL	**2**

Plan Component: Budget and Budget Justification – 25 Points	
Rating Factors	**Points Possible**
The proposed budget adheres to the instructions provided in **Appendix 10:** *Budget Justification Instructions* **(Revised)**, and each activity in the SOW that results in an expenditure of funds is reflected in the budget.	5
The proposed Budget Justification clearly describes how the costs associated with the implementation of the proposed SOW were determined. The narrative includes easy to follow formulas and accurate calculations to substantiate how the costs were calculated (i.e. monthly/unit rates are provided).	4

Plan Component: Budget and Budget Justification – 25 Points	
The proposed Budget Justification clearly identifies those staff and subcontractors who are assigned to direct at least fifty percent of their efforts towards accelerating or monitoring the rate of decline in tobacco-related disparities.	3
The proposed budget justification narrative includes detailed descriptions and explanations for each of the eight-line items and the corresponding sub-line titles are identified in the OTIS Budget Justification. If non-Prop 99 or Prop 56 funds are contributing to the implementation of the SOW, budget activities are clearly identified as "in-kind" and specify the source of the in-kind funding, (e.g., CDC, MSA, etc.).	5
The proposed subcontract personnel and consultant costs are reasonable, directly support the proposed SOW, and are consistent with the needs of the project and level of responsibility. For non-governmental non-profit agencies only: Salaries that that appear high in relationship to state salaries in **Appendix 13:** *Comparable State Civil Service Classifications* **(Revised)** are substantiated with a detailed justification.	4
Travel and Per Diem costs are reasonable and necessary based on the proposed SOW. All required trainings are budgeted as instructed and clearly budgeted for in the appropriate fiscal year. For non-governmental non-profit agencies only: Travel and Per Diem costs adhere to rates set by the California Department of Human Resources (CalHR) in **Appendix 14:** *Travel Reimbursement Information* **(Revised)**.	3
Indirect Cost Rate (ICR): • Governmental Local Lead Agency's ICR does not exceed the county's 2021-22 CDPH approved ICR. • Non-governmental, nonprofit Local Lead Agency's proposed ICR does not exceed 25% of Personnel and Fringe Benefit Total.	1
TOTAL	**25**

C. Non-Compliance

Pursuant to HSC Section 104380 (i):

1. CDPH/CTCP (Department) shall conduct a fiscal and program review on a regular basis.

2. If the Department determines that any LLA is not in compliance with LLA legislative requirements, the LLA shall submit to the Department, within 60 days, a plan for coming into compliance.
3. The Department may withhold funds from LLAs that are not in compliance with legislative requirements. The Department may terminate the agreement with the noncompliant LLA, recoup any unexpended funds from the noncompliant LLA, and reallocate both the withheld and recouped funds to provide services available under this section to the jurisdiction of the noncompliant agency through an agreement with a different governmental or private nonprofit agency capable of delivering those services based on the Department's LLA Guidelines for local Plans and a process determined by the Department. The Department may encumber and reallocate these funds no sooner than three months after the date of the first notification that the Department has determined the LLA to be out of compliance with statutory requirements.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-405

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with St. Helena Hospital in an Amount Not to Exceed $200,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with St. Helena Hospital in an Amount Not to Exceed $200,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts out such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of agreements, there would likely come a time when someone is in danger to themselves or others and/or gravely disabled, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with St. Helena Hospital for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board of Supervisors does not approve the agreement, the County will need to explore options for the increasingly scarce availability of hospital space.

FINANCIAL IMPACT

None

ATTACHMENTS

1. AHSH_County of Mariposa_Agreement For Mental Health Services_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

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and St. Helena Hospital dba Adventist Health St. Helena, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Certificate of Self Insurance from Adventist Health System West on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location 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) Specific Excess 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) Certificate of Self Insurance from Adventist Health Care System West for Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Adventist Health St. Helena
One Adventist Health Way
Roseville, CA 95661-3266

COUNTY:
County of Mariposa
5362 Lemee Lane
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.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

DA

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Arby Nahapetian, Assistant Secretary
St. Helena Hospital dba Adventist Health
St. Helena

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Walter Wall
County Counsel

EXHIBIT A
SCOPE OF WORK

Services and Personnel
CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge
Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)
CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections
5328- 5328.1545 C.F.R. Part 2

HITECH Act 42. U.S.C. Section 17921
et. seq.CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility if applicable.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Exhibit B
COST PROPOSAL

Mental Health Medi-Cal Rates July 1, 2023 through June 30, 2026

	Current	**Fiscal Year**	**Fiscal Year**	**Fiscal Year**
	2022-2023	2023-2024	2024-2025	2025-2026
Medi-Cal Rates				
In-patient Psychiatric				
Adult	*$ 1,540*	$ 1,817	$ 1,926	$ 2,042
Child Adolescent	*$ 1,624*	$ 1,916	$ 2,031	$ 2,153
Professional Fees	*$ 130*	$ 153	$ 163	$ 172
Admin Rate	*$ 692*	$ 817	$ 866	$ 917
Short Doyle - Indigent Rates (*Professional fee included.)				
In-patient Psychiatric*				
Adult	*$ 1,670*	$ 1,971	$ 2,089	$ 2,214
Child Adolescent	*$ 1,764*	$ 2,082	$ 2,206	$ 2,339
Admin Rate	*$ 692*	$ 817	$ 866	$ 917

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-406

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with the American Indian Council of Mariposa County, Inc. in an Amount Not to Exceed $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the American Indian Council of Mariposa County, Inc. in an Amount Not to Exceed $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Agency wishes to renew the sub-contract with American Indian Council of Mariposa County, Inc (American Indian Council) to provide outpatient mental health services for the Native American Community via the Mi Wu Mati Healing Center.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with American Indian Council on November 5, 2024 through Resolution Number 2024-467.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the unique and reliable services of this facility would not be available to assist our local Native American Indians with mental health services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. American Indian Council of Mariposa County 2026 - 9.16-V3

VOTE RESULT

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

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," American Indian Council of Mariposa County, 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 one (1) year, commencing on July 1, 2025, through and including June 30, 2026.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $118,990 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) 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.

(3) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

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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:
American Indian Council of Mariposa County, Inc.
P.O. Box 186
Mariposa, CA 95338

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

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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.

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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.

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"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.

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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.

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as

the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____

Sandra Chapman, Chairperson
American Indian Council of Mariposa County, Inc

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Walter Wall
County Counsel

Exhibit A
SCOPE OF WORK

Southern Sierra Miwuk Nation, aka American Indian Council of Mariposa County (AICMC) operates a mental health and substance use program for adults, children and adolescents through the Miwumati Healing Center. Miwumati Healing Center is a specially designed American Indian behavioral health program aimed at treating local American Indians within the context and value system of their cultural beliefs. Services include individual and family counseling, crisis counseling, support groups, community education, and activities aimed at enhancing and promoting cultural ways through teaching traditional classes in Native American arts, crafts, and traditional plant recognition and use.

Mariposa County Health and Human Services Agency (County) will contract with the American Indian Council for services provided.

The following services will be performed by the American Indian Council of Mariposa County to meet demands mentioned in the expected outcomes outlined in this Scope of Work.

- Function as an outpatient behavioral health counseling service to children and adults who are part of the Native American community and have severe mental illness (SMI) or serious emotional disturbance (SED) mental health conditions.
- Provide outreach to 6-12 graders for after-school pro-social prevention, harm-reduction activities.
- Retain a licensed mental health counselor to provide community education, referral services, and individual, family, group and crisis counseling services during pre-arranged business hours.
- Offer planned community outreach, specifically American Indian culturally based psycho-educational group services for children and adults.

The County will perform the following tasks to facilitate the accomplishment of the expected outcomes outlined in this Scope of Work.

- County will provide AICMC access to after-hours crisis services.
- Support activities provided by AICMC, such as promotion of wellness and educational opportunities for Native American adults and youth.

Reporting Requirements

The following are expected outcomes. The continuation of service viability in the community as evidenced by increased participation by local American Indians in sponsored activities and counseling.

Monthly Reporting Requirements of clients served:

	Age	**Number Served**
Severely Mentally Ill	18-64	
Severely Mentally Ill	65 and over	

Serious Emotionally Disturbed Unduplicated	0-17	
Seriously Emotionally Disturbed Sessions	0-17	
Adult Dual Diagnosis Sessions	18+	
Youth Dual Diagnosis Sessions	0-17	
Prevention Group Activities		
Prevention Participants		
Total		

The Contractor will provide the following deliverables to the County.

- AICMC agrees to provide monthly data reports by the 10th of each month, reporting for the previous month, on clients and session frequency.
- AICMC agrees to provide annual data reports to the County. Annual reports must be sent to the County no later than the 10th of May. Reports will be submitted and contain information for the period consistent with this agreement.
- AICMC agrees to provide monthly fiscal reports/invoices to the County for the purpose of reimbursement, no later than the 10th of the month for the previous month (e.g. submit October monthly fiscal report by November 10th).
- Other documentation, within 14 days, as requested by the County for monitoring, reporting or audits.

AICMC and the County agree that the performance of work will be monitored during the life of the agreement as follows:

- Formal meetings between AICMC and County representatives will be held monthly to monitor progress, discuss information in interim report and ensure compliance.
- Prior to payment, County will review invoices and monthly reports for compliance with statement of work.
- Should AICMC become certified as a Medi-Cal provider site, review of this contract will be scheduled to prevent duplication of services.

AICMC agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 C.F.R Part 2, to comply with applicable requirement of law and subsequent amendments relating to protected health information, as well as any task or activity AICMC performs on behalf of the County, to the extent the County would be required to comply with such requirements.

Exhibit B
COST PROPOSAL

Amount to be paid to Contractor - $118,990.

The contractor will be paid $118,990 in 12 monthly payments of $9,915.82 for the provision of activities outlined in Exhibit A.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-407

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with ZND Residential Inc. in an Amount Not to Exceed $200,000 for Short Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with ZND Residential Inc. in an Amount Not to Exceed $200,000 for Short Term Residential Therapeutic Program (STRTP) services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

STRTPs are designed to serve children and adolescents, typically aged 6 to 19, who have experienced trauma, abuse, or neglect. These programs cater to those with significant emotional and behavioral disturbances, often requiring a structured environment to support their recovery and development. The goal is to provide a safe, nurturing space where these individuals can receive the necessary therapeutic interventions to help them thrive in a family setting. Specific services under this program include Specialty Mental Health Services, Targeted Case Management, Crisis Intervention, and Medication Support. Serving as a Community Based Residential Treatment Facility in Fresno, CA since 2021 , Znd Residential Inc. will function as a provider of STRTP services for the County of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with ZND Residential Inc. for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of STRTP.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **ZND Residential Inc Agreement 2026**
2. **ZND STRTP Budget _2025**
3. **ZND_STRTP SOW _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

AGREEMENT FOR SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and ZND Residential Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2026 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform short term residential therapeutic program (STRTP) services as described in Exhibit A, "Scope of Work," Exhibit C, "Confidentiality and Information Security Provisions for Direct Service Providers," and Exhibit D, "Statement of Compliance" which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
ZND Residential Inc.
2514 Whittier Ave
Fresno, CA 93272

COUNTY:
County of Mariposa
5362 Lemee Lane
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.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Zeb Graves, CEO ZND Residential Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Kevin Briggs Acting County Counsel

Exhibit B

COST PROPOSAL

I. Monthly Invoicing and Payment:

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

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided, with exception of July, invoices should be submitted no later than July 10th. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

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

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

E. All payment invoices shall be submitted to the following address:

   a.) Mariposa Behavioral Health and Recovery Services
   PO Box 99
   Mariposa, CA 95338

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

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

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

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, including:

   a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250 or established by HHSA pursuant to Section 1830.215.

   b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

      (i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

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

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

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

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

II. Mental Health Medi-Cal Requirements and Payment Limitations:

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

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

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

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

C. Contractors will be reimbursed at the rates listed below by practitioner type per hour (as outlined in the MCBHRS Documentation Manual) and based on backup documentation provided to the County:

Group Name	Group Description	Hourly Rate
CNS Group	Certified Nurse Specialists	$467.89
LPHA Group	LPHAs (MFT LCSW LPCC)/ Intern or Waivered LPHAs (MFT LCSW LPCC)	$244.88
LVN Group	Licensed Vocational Nurses	$200.77
MA Group	Medical Assistants	$138.01
MD Group	Licensed Physicians	$940.90
MHRS Group	Mental Health Rehab Specialists	$184.23
NP Group	Nurse Practitioners	$467.89
OT Group	Occupational Therapists	$325.96
OTHER Group	Other Qualified Practitioners	$184.23
PA Group	Physicians Assistants	$421.99
PEER Group	Peer Support Specialists	$193.44
PHARM Group	Pharmacists	$450.39
PSY Group	Psychologists {Licensed or Waivered)	$378.40
PT Group	Licensed Psychiatric Technicians	$172.11
RN Group	Registered Nurses	$382.18

Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

2. Permitted Uses and Disclosures of IIHI by the Contractor.

   A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

   B. *Specific Uses and Disclosures Provisions*. Except as otherwise indicated in the Agreement, the Contractor may:

      (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

      (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.

3. Responsibilities of the Contractor.

   The Contractor agrees:

   A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.
The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

B. *Mitigation of Harmful Effects*. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

D. *Notification of Electronic Breach or Improper Disclosure*. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

A. *Termination for Cause*. Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:

(1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.

(2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.

B. *Judicial or Administrative Proceedings*. County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

C. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

B. *Assistance in Litigation or Administrative Proceedings*. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

C. *No Third-Party Beneficiaries*. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.

E. *Regulatory References*. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

F. *Survival*. The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.

G. *No Waiver of Obligations*. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit D
STATEMENT OF COMPLIANCE

A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.

1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.

3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.

5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, Contractor may request in writing to the State, who, in turn, may request the United

States to enter into such litigation to protect the interest of the State and the United States.

B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.

1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.

2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Health Care Services' Action Complaint Process.

3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.

C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.

D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.

E. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped

persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Exhibit A

SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

A. Short Term Residential Therapeutic Program (STRTP) Overall Guidance

1. Contractor shall provide services in accordance with MCBHRS Documentation Manual. Any chart found to be out of compliance with the Documentation Manual is subject to corrective action and recoupment.

2. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation.

3. The Contractor shall make covered services available with respect to timeliness of routine services. Clients shall be assessed within 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.

4. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees if enrollees of a commercial health plan receive services by Contractor.

5. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.

6. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.

7. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.

8. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.

9. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).

10. Contractor shall participate in monthly contract provider check ins with the County.

11. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

12. **Workplace Requirements:**

    a. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

    b. Smoking shall not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

    c. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

    d. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994

13. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

14. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

15. **Patients' Rights and Problem Resolution Process:**

    a. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:

        i. Receive information in accordance with 42 C.F.R. § 438.10.

        ii. Be treated with respect and with due consideration for his or her dignity and privacy.

        iii. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.

        iv. Participate in decisions regarding his or her health care, including the right to refuse treatment.

        v. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

        vi. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.

        vii. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.

        viii. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.

    b. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to

individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

c. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries as quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.

d. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:

i. Description of grievance and appeal process;

ii. Posting notices explaining the process procedures;

iii. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;

iv. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.

e. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

16. **Record Requirements:**

a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.

a. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit

processes, and which facilitates an adequate system for follow-up treatment.

b. Clinical records shall be the property of County and maintained by Contractor in accordance with County standards.

c. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).

d. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

e. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the

matter under audit or investigation has been resolved, whichever is later.

17. **Credentialling and Re-credentialling Requirements:**

    a. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.

    b. Ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waivered, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

    c. The uniform credentialing and re-credentialing requirements apply to all licensed, waivered, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi- Cal covered services.

    d. Credentialling**:**

        i. For all licensed, waivered, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.

            1. The appropriate license and/or board certification or registration, as required for the particular provider type;

            2. Evidence of graduation or completion of any required education, as required for the particular provider type;

            3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and

4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

5. Providers social security number and date of birth.

6. Providers national provider index (NPI) numbers.

ii. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:

1. Work history;

2. Hospital and clinic privileges in good standing;

3. History of any suspension or curtailment of hospital and clinic privileges;

4. Current Drug Enforcement Administration identification number;

5. National Provider Identifier number;

6. Current malpractice insurance in an adequate amount, as required for the particular provider type;

7. History of liability claims against the provider;

8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;

9. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: http://files.medical.ca.gov/pubsdoco/SandILanding.asp; and

10. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

e. Attestation:

i. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:

ii. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

iii. A history of loss of license or felony conviction;

iv. A history of loss or limitation of privileges or disciplinary activity;

v. A lack of present illegal drug use; and

vi. The application's accuracy and completeness.

f. County will maintain credential record. Provider must notify County within 24 hours of any change of status.

g. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

18. **Personnel Requirements:**

a. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.

b. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be

provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.

c. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

d. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

e. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.

f. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).

g. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.

h. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.

i. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California

Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.

j. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.

k. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

19. **Federal Equal Opportunity Requirements:**

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment

qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

e. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

20. **Cultural and Linguistic Requirements:**

a. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

b. County will maintain the current Cultural Linguistic Competency Plan (CLCP) and its updates on the County website. Contractor shall review and attend trainings as outlined.

c. Contractor shall adhere to the provisions of the County CLCP, as submitted, and updated, and provide information as required for submitting and updating the CLCP.

d. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

e. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.

f. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.

g. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.

h. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

21. **Quality Management Standards:**

a. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

b. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement

Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

c. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual occurrence reporting policy.

22. **Compliance Standards:**

a. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall maintain a similar compliance plan for its organization, which is consistent with County's Plan.

b. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.

c. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

d. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non- procurement programs from having a relationship with Contractor.

e. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

f. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.

    i. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists, they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.

    ii. Contractor shall thereafter monthly ensure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of the Monitoring process referenced below.

    iii. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regard to this staff member.

    iv. County provides to Contractor the following references to the two lists found in this section. County does not

guarantee that these references will not change from time to time.

1. OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov/

2. A link to the S&I list is currently found at the following web address: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

3. A link to the EPLS/SAM list is currently found at the following web address: https://www.sam.gov/portal/SAM/#1

   Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents, and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act.

g. Contractor shall enter all required data into the County's Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.

2. **Confidentiality and Information Security Requirements:**

   a. Sierra Quest Human Services Foundation agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

b. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

c. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist- patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

d. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

25. **Monitoring/review assistance requirements:**

a. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

b. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered.

c. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the

quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

26. **Financial Relationship Requirements:**

    a. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.

        i. These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.

27. **Electronic Health Record Requirements:**

    a. Contractor shall utilize the county approved EHR.

    b. County shall invoice the contractor for each new staff license required at the current EHR contract rate, currently $3,211.00 per license.

    c. Contractor shall ensure that staff are assigned an individual license per user.

        i. Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOS Version 12.4 or later

Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

B. <u>Mental Health Program</u>

1. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.

2. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following: Mental health Services:

    a. Within five calendar days of the child's arrival, an assessment must be completed. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

    b. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress, including anticipated length of stay. Each participant admitted to the STRTP must have a treatment plan within 10 calendar days of the child's arrival at the STRTP.

    c. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by a licensed practitioner of the healing arts (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

d. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by an LPHA. Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

e. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:

i. Conducting activities that provide assistance in restoring or maintaining an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.

ii. Counseling of the individual and/or significant support persons when the individual is present.

iii. Training in leisure activities to achieve the individual's goals/desired results/personal milestones.

iv. Medication education.

v. May be face to face or by telephone with individuals or significant support persons.

f. Collateral is not a standalone service and shall only be provided if through another covered mental health service. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan. Collateral shall be provided by an LPHA.

g. Intensive Home Base Services (IHBS) are intense, individualized, strength- based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.

h. Targeted Case Management

   i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals if it is due to their mental health condition that is restricting them from accessing these services. May include consultation, communication, coordination, and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.

   ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

      1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources;

Evaluating effectiveness or previous interventions and activities.

2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.

3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.

4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

h. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.

i. Medication Support shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse, or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on

medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:

i. Evaluation of the need for medication
ii. Evaluation of clinical effectiveness and side effects of medication
iii. Obtaining informed consent
iv. Medication education (including discussing risks, benefits, and alternatives with the individual or significant support persons)
v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
vi. Prescribing psychiatric medications

2. For each child, the STRTP must ensure that there is a minimum of one written daily mental health progress note.

3. Each child in the STRTP should be enrolled in the full-service partnership (FSP) program.

    a. Providers must conduct a partnership assessment form (PAF) of the client and must be completed prior to the client being enrolled in the FSP. The PAF form can be found in the electronic health record (EHR).

    b. Providers must also conduct key event data (KET) forms to document emergency interventions and other changes, utilizing the KET form in the EHR.

    c. Providers must also review and complete a Quarterly Assessment (QM) form at least once quarterly from the original partnership date.

4. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.
5. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.
6. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.
7. Contractor shall provide results of internal surveys on the year-end report.
8. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.
9. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months, and discharge.
10. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for Medi-Cal beneficiaries ages three through seventeen at assessment, every six months, and discharge.
11. As part of the mental health program, Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to substance use disorder.
12. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

13. Contractor will get Service Authorization Requests (SARS) for Kin-GAP and AAP clients from placing counties and will submit to Mariposa County Behavioral Health and Recovery Services for approval.

14. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.

15. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.

16. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.

17. **Mental Health Program Outcomes Reporting:**

    a. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.

    b. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.

    c. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."

    d. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.

e. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:

    i. Within six (6) months (25%)

    ii. Not within six (6) months (25%)

f. It is expected that the Contractor will provide data on what placement and services youth are discharging into.

g. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.

h. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.

i. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

j. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.

k. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.

l. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.

m. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

n. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.

o. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

23. **Authorization Requirements:**

a. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medi- Cal Managed Care Plan.

b. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of

the previous authorization to receive a new authorization for the upcoming year.

24. **Nondiscrimination Laws and Regulations:**

a. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

b. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer- related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

c. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

d. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

25. **Billing and Payment Requirements:**

a. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).

i. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

26. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered.

27. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such

inspections and reviews according to the time frames delineated in the resulting reports.

a. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next three (3) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with the county.

b. Payment by County to Contractor shall be payment in full for services provided and documented fully.

    i. County will have no obligation to pay for any services that are not provided in accordance with the CalAIM documentation changes.

c. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

d. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

e. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

f. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

g. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this

Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.

h. Contractor shall submit invoices and expenditure reports electronically to Lchase@mariposacounty.org or by mail to the following address:

    i. Mariposa County Behavioral Health & Recovery Services (MCBHRS) 5362 Lemee Lane

    Mariposa, CA 95338
    Attention: Laura Chase

i. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

    i. Any claims that are denied due to incorrect coding in the EHR may subject to recoupment.

j. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

28. **Medi-Cal Certification requirements:**

a. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include a change in ownership, a change in location, any planned structural changes require a new fire clearance and when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be

conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.

b. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

29. **Informing Materials Requirements:**

a. The following information must be posted in the lobby of all contract providers:

i. Client Problem Resolution Process

ii. Grievance/Appeal forms with self-address envelopes

iii. MCBHRS Brochure

iv. Advance Directive Brochure

v. Notice of Privacy Practices (NPP)

vi. Beneficiary Handbook

vii. Client's Rights Poster

viii. Equal Opportunity

ix. Notice to clients that there is assistance to complete forms (as needed)

x. Language assistance is free of charge.

xi. Non-discrimination notice in English

xii. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)

xiii. Change of Provider Form

xiv. Second Opinion Request

b. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

i. Demographic Information

ii. Client's Rights and Privileges of Confidentiality

iii. Client Problem Resolution Process

iv. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services

v. Advanced Directive Notices Information (Adults Only)

vi. Notice to Medi-Cal Beneficiaries

vii. Acknowledgement of Receipt of the NPP.

viii. Payment Policy

ix. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

c. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:

i. Notice of Privacy Practices (NPP)

ii. Beneficiary Handbook

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

30. **Reporting Requirements:**

a. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e- mail address; lrumfelt@mariposacounty.org

b. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.

c. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

C. <u>Substance Use Program</u>

1. Contractor shall perform the following drug-free treatment services to non-perinatal clients:
    a. Available modalities:
        i. Assessment/Intake
        ii. Care Coordination
        iii. Treatment Planning
        iv. Crisis intervention
        v. Group Counseling
        vi. Individual Counseling
        vii. Discharge Planning
        viii. Discharge
2. Contractor will adhere to the following:
    a. Provide outpatient drug-free recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
    b. Ensure that services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
    c. Abide by all requirements and services for youth as outlined in the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Mandate.
    d. Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
    e. Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.
    f. For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.
    g. Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan. County will make available a team meeting within 7 (seven) days of request.
    h. Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.
    i. In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY “Case Progress Summarization Notes” and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY’s Substance Use Disorder Supervisor by secure email or secure fox fax for coordination and

consultation purposes. Secure fax number is (209) 742-0996. Client records shall include enough information for an evaluation of services provided. The CONTRACTOR shall provide the COUNTY a copy of statistical reports as requested for submission to the state, federal and local agencies for compliance or reimbursement purposes.

j. Obtain and maintain certification through the Department of Health Care Services (DHCS) to provide outpatient drug-free treatment Medi-Cal Services.

k. Coordinate care with Probation and MCBHRS.

3. **Additional Contract Restrictions:**

a. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

4. **Personnel Requirements:**

a. Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

5. **Contract Termination:**

a. Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

6. **Compliance Monitoring:**

a. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

7. **Additional DMC Requirements:**

a. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.

b. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for

DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

8. **Hatch Act:**
    a. CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. **No unlawful use or unlawful use messages regarding drugs:**
    a. CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
10. **Limitation on use of funds for promotion of legalization of controlled substances:**
    a. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
11. **Debarment and Suspension:**
    a. CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
    b. The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and

suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

12. **Protected Health Information:**

a. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

b. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

c. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

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

a. All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

b. Trading Partner Requirements: No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

i. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

ii. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the

HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

iii. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

c. Concurrence for Test Modifications to HHS Transaction Standards -CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

d. Adequate Testing - CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

e. Deficiencies - CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

f. Code Set Retention - Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

g. Data Transmission Log - Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means

provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

14. **Charitable Choice:**
    a. Nondiscrimination and Institutional Safeguards for Religious Providers - CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).
15. **Counselor Certification:**
    a. Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).
16. **Cultural and Linguistic Proficiency:**
    a. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.
17. **Intravenous Drug Use (IVDU) Treatment:**
    a. CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).
18. **Restriction on Distribution of Sterile Needles:**
    a. No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
19. **Tuberculosis Treatment:**
    a. CONTRACTOR shall ensure the following related to Tuberculosis (TB):
        i. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
        ii. Reduce barriers to patients' accepting TB treatment.

iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

20. **Trafficking Victims Protection Act of 2000:**
    a. CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.
21. **Tribal Communities and Organizations:**
    a. CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.
22. **T.Byrd Anti-Lobbying Amendment (31 USC 1352)**
    a. CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
23. **Nondiscrimination in Employment and Services:**
    a. By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.
24. **Federal Law Requirements:**

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

b. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

m. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that

clients are provided educational materials or other resources for the provision of services.

25. **State Law Requirements:**

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

d. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

f. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

g. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (**§** 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.

h. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

i. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

26. **Reporting and Invoicing:**

a. CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

27. **Information Access for Individuals with Limited English Proficiency:**
    a. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
    b. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
        i. materials explaining services available to the public,
        ii. language assistance,
        iii. language interpreter and translation services, and
        iv. video remote language interpreting services.
28. **Security Breaches:**
    a. All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.
29. **Noncompliance with Reporting Requirements:**
    a. CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.
30. **Youth Treatment Guidelines:**
    a. Provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.
    b. CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

31. **Perinatal Services:**

a. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.

b. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.

c. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.

d. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

32. **Additional Contract Restrictions:**

a. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-408

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment to the Interdepartmental Service Agreement for Public Assistance Fraud Investigation; Authorize the Health and Human Services Agency (HHSA) Director and the District Attorney (DA) to Sign the Amendment; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Interdepartmental Service Agreement for Public Assistance Fraud Investigation; Authorize the Health and Human Services Agency (HHSA) Director and the District Attorney (DA) to Sign the Amendment; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This First amendment sets forth to amend the Purchase of Service Agreement and plan of cooperation by reducing the DA Investigator's salary and benefits cost reimbursement from HHSA from 100% to 50% and the Chief Investigator's salary and benefits from 15% to 10%.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the Service Agreement on November 5, 2025 through Resolution 2024-469.

A Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) for Public Assistance Fraud Investigation was executed on August 23, 2022 through Resolution No. 2022-486 and October 3, 2023 through Resolution No. 2023-537, but it was mutually agreed upon between the agencies not to renew the current agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this agreement and increase the difficulty in maintaining accountability for public assistance funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Amendment 1 for DA Fraud Investigator**
2. **Agreement_2024-469 (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

FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT AND PLAN OF COOPERATION AGREEMENT BETWEEN DISTRICT ATTORNEY'S OFFICE AND HEALTH AND HUMAN SERVICES AGENCY OF MARIPOSA COUNTY FOR THE INVESTIGATION OF CRIMES AGAINST THE CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS, CALFRESH AND OTHER PUBLIC ASSISTANCE PROGRAMS

This Purchase of Service Agreement and Plan of Cooperation Agreement for the investigation of crimes against the California Work Opportunity and Responsibility to Kids, CalFresh and other Public Assistance Programs is made and entered into by and between the Mariposa County Health and Human Services Agency (HHSA), and the Mariposa County District Attorney's Office (DA).

WHEREAS, on the November 5, 2024 HHSA and DA entered into a Service Agreement to establishing and maintaining a qualified public assistance fraud investigator dedicated to investigating allegations of public assistance fraud and other related crimes referred to the DA by the HHSA and the public; and

WHEREAS, HHSA and DA now desire to amend certain provisions of the Service Agreement and Plan of Cooperation Agreement. NOW, THEREFORE, in consideration of mutual obligations in the Agreement and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this AMENDMENT, AGREE AS FOLLOWS:

1. Article 3. Fiscal Provisions shall be changed to: HHSA will provide cost reimbursement for DA activities pursuant to this agreement by way of a payroll action form allocating 50% of the Investigator's salary and benefit costs, and 10% of the Chief Investigator's salary and benefit to the Social Services budget.

3. All other provisions of the MOU shall remain unchanged.

IN WITNESS WHEROF, HHSA and DA have executed this Amendment effective on the date and year written:

Kristina Keheley, Director
Mariposa County Health
and Human Services Agency

Walter Wall, District Attorney
Mariposa County District
Attorney's Office

Rosemarie Smallcomb, Chair
Board of Supervisors

Kevin Briggs
Acting County Counsel

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-469

MEETING: November 5, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County District Attorney's Office (DA) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve the Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County District Attorney's Office (DA) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the DA for establishing and maintaining a qualified public assistance fraud investigation unit dedicated to investigating allegations of public assistance fraud and other related crimes referred to the DA by the HHSA and the public.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) for Public Assistance Fraud Investigation was executed on August 23, 2022 through Resolution No. 2022-486 and October 3, 2023 through Resolution No. 2023-537, but it was mutually agreed upon between the agencies not to renew the current agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this agreement and increase the difficulty in maintaining accountability for public assistance funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. DA - Fraud Investigation Reimbursement Agmt 2024-2027

VOTE RESULT

Initial C-HHSA

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

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SECONDER: District III Supervisor Danette Toso

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

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PURCHASE OF SERVICE AGREEMENT AND PLAN OF COOPERATION AGREEMENT BETWEEN DISTRICT ATTORNEY'S OFFICE AND HEALTH AND HUMAN SERVICES AGENCY OF MARIPOSA COUNTY FOR THE INVESTIGATION OF CRIMES AGAINST THE CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS, CALFRESH AND OTHER PUBLIC ASSISTANCE PROGRAMS

This Agreement is entered into by and between the Mariposa County Health and Human Services Agency (HHSA), and the Mariposa County District Attorney's Office (DA). This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the DA for establishing and maintaining a qualified public assistance fraud investigator dedicated to investigating allegations of public assistance fraud and other related crimes referred to the DA by the HHSA and the public. In the event of a change in staffing, per State law; this agreement will be modified to reflect that change.

Article 1. Program Provisions — District Attorney's Office

For the purpose of obtaining reimbursement for investigation costs pertaining to California Work Opportunity and Responsibility to Kids (CalWORKs) and the CalFresh Program (CFP); and subject to availability of funding and state authorization, investigation of fraud in other related public assistance investigations, the DA agrees to:

A. Establish and maintain a qualified public assistance fraud investigator which dedicates an average of 40 hours per week to these investigations.

B. Provide supervision by the Chief Investigator to the public assistance fraud investigator.

C. Represent the County of Mariposa in communications with California Department of Social Services (CDSS) Fraud Bureau management staff, and other appropriate agencies regarding the operation of the public assistance fraud function.

D. Continue a General Relief fraud investigation effort.

E. Abide by the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

F. Maintain confidentiality of records as required by Welfare and Institutions Code (W&IC), Section 10850. The DA shall make staff aware of the provisions of this Statute and that violation of it is a misdemeanor.

G. Refer fully investigated cases to District Attorney's Office Attorney's for criminal prosecution against the person or persons shown to have committed crimes against the CalWORKs, CFP, and other public assistance programs, through evidence presented by HHSA subject to the legal and ethical guidelines of the State Bar of California, the Uniform Crime Charging Standards of the California District Attorneys Association and the prosecutorial policies of the DA.

H. Ensure cooperation with HHSA in establishing and maintaining a vigorous, viable

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program of CalWORKs, CFP, and other related public assistance fraud control.

I. Maintain statistical records necessary to provide required reports to CDSS on a timely basis. Forward all CDSS reports to HHSA for review, coordination, and concurrence prior to submission to CDSS by HHSA.

J. Retain all programmatic records in compliance with Federal and/or State guidelines that may be subject to audit and review for compliance by an agency of the Federal or State government involved in the administration of these programs.

K. Provide required salary and benefit information to HHSA, ensuring fiscal claiming requirements can be met in a timely manner. Involved DA staff must complete time studies with respective payroll certification in the Enterprise Resource Planning System. HHSA staff will provide training on the Oracle time study process if needed.

Article 2. Program Provisions — HHSA

For the purpose of maintaining an effective investigation unit housed with the District Attorney's Office targeting crimes against CalWORKs, CFP, and other related public assistance programs, HHSA agrees to:

A. Provide DA staff with all appropriate program orientation and training necessary to conduct public assistance investigations in accordance with Federal and State regulations and County and HHSA policies.

B. Provide DA staff with the information needed to conduct public assistance investigations as provided for in Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

C. Provide overpayment/over issuance computations in all cases of alleged fraud within 30 days after the DA Investigator has submitted a request for computation.

D. Review all referrals received through the DA's Welfare Fraud Investigation against information contained in the case file, attempt to resolve the referrals, and respond to the DA within the prescribed time frame.

E. Comply with all other provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

F. Review and/or validate the accuracy of the Fraud Investigation Activity Report prior to its submission to CDSS by HHSA.

G. Provide DA personnel with office space at HHSA district locations in accordance with County office space standards, to allow DA personnel to carry out their job functions.

Article 3. Fiscal Provisions

HHSA will provide cost reimbursement for DA activities pursuant to this agreement by way of a payroll action form allocating 100% of the Investigator's salary and benefit

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costs, and 15% of the Chief Investigator's salary and benefit to the Social Services budget.

Article 4. Mutual Responsibilities

Designate one management level person in both the HHSA and DA Office to serve as liaison for the implementation, operation and evaluation of this agreement.

Article 5. General Provisions

A. The term of this agreement is from Nov 5, 2024 through June 30, 2027 and may be renegotiated or extended at the end of the year. A copy of a re-negotiated or new agreement shall be sent to the CDSS Fraud Bureau.

B. Upon one hundred and twenty (120) days written notice, either party may cancel this agreement.

C. This agreement may be amended by mutual consent of both parties.

Article 6. Non-Discrimination

No person shall be subjected to discrimination on the grounds of race, color, national origin, age, political affiliation, religion, marital status, sex, or disability in the investigations covered by this agreement. To this extent, the DA agrees to comply with the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual, which implements the provision of the applicable Federal and State civil rights laws. The DA shall ensure that its policies and procedures for administering this program do not have the effect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations. The DA shall take whatever steps are necessary to fulfill the requirements of this section.

Article 7. Confidentiality Statement

California W&IC, Section 10850, provides for the confidentiality of welfare records and prohibits their being opened for examination for any purpose not directly connected with the administration of public social services or any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of any such plans or programs. Accordingly, courts, law enforcement officials, public assistance investigators or duly-appointed DA Investigators assigned to a public assistance investigation function shall have access to public assistance case records. Information gained from such access shall be used only in promotion or support of the administration of the public assistance program administered by the County.

Agreement made and entered into on this 5th day of November, 2024

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DocuSigned by:
kristina keheley
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Kristina Keheley, Director
Mariposa County Health
and Human Services Agency

DocuSigned by:
7E70E7E57022409...

Walter Wall, District Attorney
Mariposa County District
Attorney's Office

DocuSigned by:
Miles S Menetrey
B43EC70C19BE440...

Miles Menetrey, Chair
Board of Supervisors

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

Resolution 2024-469

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-409

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to an Agreement with Community Initiatives for Collective Impact, Increasing the Amount by $45,760, for Consulting and Evaluation Services for the Mariposa County Tobacco Education Program; Extending the Term to December 31, 2027; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to an Agreement with Community Initiatives for Collective Impact, Increasing the Amount by $45,760, for Consulting and Evaluation Services for the Mariposa County Tobacco Education Program; Extending the Term to December 31, 2027; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The term of the agreement commenced on January 1, 2022. The amendment will allow for the continuation of services beyond the original agreement expiration of December 31, 2025 through additional grant funding and allocations for subsequent fiscal years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement with Community Initiatives for Collective Impact was approved by the Board of Supervisors on May 3, 2022 through Resolution Number 2022-268.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the First Amendment will result in Mariposa County Health and Human Services Agency forgoing additional funding for a vital services and seeking alternative means to implement the Mariposa County Tobacco Education program.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Community Initiatives 2022-2025 - Wsignatures - Res. 2022-268**
2. **First Amendment - CICI Agreement 2025 thru 2027V2**

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

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-268

MEETING: May 3, 2022

TO: The Board of Supervisors

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

RE: Approve an Agreement with Community Initiatives for Collective Impact

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RECOMMENDATION AND JUSTIFICATION:
Approve a Four-Year Agreement with Community Initiatives for Collective Impact (formerly named Alliance for Community Research and Development, LLC) for Consulting and Evaluation Services for the Mariposa County Tobacco Education Program in an Amount Not to Exceed $76,440; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of this agreement shall commence on January 1, 2022 and terminate on December 31, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved agreement with Alliance for Community Research and Development, LLC on August 12, 2014 through Resolution No. 2014-419.

Board of Supervisors approved agreement with Alliance for Community Research and Development, LLC on June 20, 2017 through Resolution No. 2017-394.

Board of Supervisors approved agreement with Alliance for Community Research and Development, LLC on October 10, 2017 through Resolution No. 2017-689.

Board of Supervisors approved First Amendment to agreement with Alliance for Community Research and Development, LLC on June 20, 2017 through Resolution No. 2017-394.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and Mariposa County Health and Human Services Agency will have to identify other means for counseling and evaluation services for the Tobacco Education Program.

FINANCIAL IMPACT:
Grant funding and corresponding appropriations are included in the proposed Fiscal Year 2022-2023 3385-401 and 3427-401 Budgets.

REF ID# 12871

ATTACHMENTS:
Community Initiatives Agreement 2022 thru 2025v3_April 4 2022 (PDF)

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

AGREEMENT FOR EVALUATION SERVICES FOR THE MARIPOSA COUNTY TOBACCO EDUCATION PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Community Initiatives for Collective Impact ("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 four (4) years, commencing on January 1, 2022, through and including December 31, 2025. This Agreement may be extended for one (1) 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 Director of Health and Human Services Agency or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform evaluation services for the Mariposa County Tobacco Education Program as 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 $76,440 for the entire term of the Agreement, $10,920 for the initial term of the Agreement, and $21,840 for each extension period as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall 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, arising from all negligent or willful 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 willful 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;
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:
Community Initiatives for Collective Impact
Attn: Stergios Roussos
936 W. 18th Street
Merced, CA 95340

COUNTY:
County of Mariposa
5362 Lemee Lane
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.

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 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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

7124EFA07D3
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Representative
Board of Supervisors

CONTRACTOR

7124EFA07E7
Stergios Roussos
ZorroSign

Stergios Roussos, Director
Community Initiatives for Collective Impact

COUNTERSIGNED:
(Government Code §25103)

7124EFA07DD
Danielleywardle
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

7124EFA07C9
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Contractor Responsibilities:
Consistent with the elements of the 2022-2025 Comprehensive Tobacco Control Plan (CTCP) Evaluation Plan, Contractor shall work in collaboration with project staff to:

I. Define the goals and methods of the evaluation.

II. Revise the 2022-2025 SOW Evaluation Plan, Activities & Narrative based on the CTCP Comprehensive Tobacco Control Plan Guidelines, including participating in the CTCP negotiation process and revisions.

III. Meet with the Internal Evaluation Project Manager monthly (or as needed) to monitor evaluation plan implementation, document information for final evaluation reporting, and support the Agency's work and goals through evaluation activities.

IV. Collaborate with the Internal Evaluator to identify and address internal evaluation weaknesses regarding evaluation activities, as needed.

V. Conduct data collection logistics planning in collaboration with the Agency.

VI. Develop evaluation instruments for the project consistent with sound evaluation and measurement principles for valid evaluation.

VII. In partnership with Agency staff, provide technical assistance on data collection and data entry to ensure data reliability and validity.

VIII. Set up databases for pen-to-paper and online/handheld data collection for project staff to populate, as necessary.

IX. Process and prepare data for analysis and/or clean data and conduct analyses for each evaluation activity in the Agency's Evaluation Plan.

X. Work with agency to co-interpret the meaning of the results for each evaluation activity, within the context of the Agency's community. Help the agency formulate recommendations and help project staff understand the results of data and how the data informs the project's intervention activities.

XI. Develop final evaluation reports in collaboration with the Internal Evaluation Project Manager, program staff, and Project Director/Coordinator. Community-related and intervention-related information will be written by the Agency. Evaluation sections and reports will be developed before the conclusion of the contract and shall be prepared consistent with the format described in *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports.*

XII. Develop the Agency Evaluation Plan for the next scope of work period, in collaboration with the Internal Evaluation Project Manager and Project Director/Coordinator, consistent with the SOW Guidelines (released in 2020), including attending to appropriate methodology (i.e. sample sizes, participant sampling, etc.).

XIII. Assist Agency in using the evaluation findings to best improve their progress and project impact.

XIV. Perform the following evaluation activities, per the non-primary and primary objectives (listed below) organized by type of activity and year, in the Agency's 2022-2025 CTCP Scope of Work (see Table 1):

Objective 1: By June 30, 2025, The County of Mariposa will adopt a new policy, or amend the existing county wide smoking and tobacco use policy, to include 100% smoke-free outdoor dining areas at restaurants and within 40 feet of mobile food trucks.

Objective 2 (primary): By June 30, 2025, The Mariposa County Board of Supervisors will adopt a storefront window advertising policy limiting the coverage of all advertising and signage (including tobacco, alcohol, food, and beverage) to no more than 15% of the square footage window space on retail stores.

Objective 3: By June 30, 2025, The Tobacco Education Program will formalize a minimum of two new collaborative partnerships (health, education, faith, business, cultural/ethnic organizations etc.) to address health inequities, social determinants of health and chronic disease prevention including tobacco control in Mariposa County through community change strategies. As a result of the formalized partnership, each new partner will participate in at least one tobacco education activity such as an educational meeting with community leaders, letter writing, data collection and/or media activities.

Objective 4: By June 30, 2025, the Mariposa County Board of Supervisors will adopt and implement a policy designating 90% of existing and new individual units, including balconies and patios, in multi-unit housing (MUH) complexes (with two or more attached units), and 100% of Common Areas, other than in a designated Smoking area, as smoke-free.

Other:

XV. Contractor will provide the above services on a fixed fee basis based on 10% FTE (208 hours) at $105/hour annually (Fiscal year July 1 – June 30). Contractor shall invoice the Agency for services completed on a quarterly basis (September 30, December 31, March 31, and June 30) to the Mariposa County Tobacco Education Program Director/Coordinator. The maximum amount payable to Contractor under this four-year contract is **$76,440** for the four-year period. The payment breakdown is as follows: 4 quarterly payments annually of $5,460 each.

XVI. Contractor services shall be rendered primarily at Contractor's office and via telecommuting.

Table 1. External Evaluation Services Provided by Fiscal Year

Evaluation Services	21/22	22/23	23/24	24/25
1. **Evaluation Plan Development** (including CTCP negotiations and revisions)	Development of the Tobacco Control Program's 2021-2025 Evaluation Plan	Revision to Evaluation Plan, if necessary	Revision to Evaluation Plan, if necessary	Development of the Agency's 2020-2024 CTCP's Evaluation Plan
2. **Evaluation Plan Monitoring, Scheduling, Implementation & Data Discussion**	Regular (monthly or as needed) e-mail check-ins and/or meetings Internal Evaluator (IE)	Regular (monthly or as needed) e-mail check-ins and/or meetings with IE	Regular (monthly or as needed) e-mail check-ins and/or meetings with IE	Regular (monthly or as needed) e-mail check-ins and/or meetings with IE
3. **Develop all data collection instruments and protocols (23), technical assistance on data collection and data entry**	23 instruments	HSHC Campaign	HSHC Campaign	-
4. **Develop all evaluation activity reports 45 total reports**	9-18 annual activities	9-18 annual activities	9-18 annual activities	9-18 annual activities
5. **Statewide Meetings/TCEC Trainings** (costs shared by 5 projects)	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year	1-2 in-person and/or 2-3 online Statewide Meetings/TCEC Regional Trainings per year
6. **Final Evaluation Reporting**	-	-	-	3 Brief Evaluation Reports 1 Final Evaluation Report
7. **Participate in CX secondary data collection and sense-making**	-	CX Process	CX Process	-
Total Hours	104 hours	208	208	208
TOTAL COST	$105/hr x 104/hr = $10,920 Total	$105/hr x 208/hr = $21,840 Total	$105/hr x 208/hr = $21,840 Total	$105/hr x 208/hr = $21,840 Total

Agency Responsibilities:

I. Agency will be responsible for all data collection and data entry, internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. Agency will add Contractor as an "Applicant" in OTIS to allow the Contractor access to the Agency's 2022-2025 plan period.

II. Agency will reimburse Contractor approximately 10 days after invoice is received, reviewed and approved by Agency Project Director.

Joint Responsibilities:

I. Both Contractor and Agency will be responsible to immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.

Table 2 provides a more detailed list of internal evaluator and external evaluator responsibilities:

Table 2. Internal and External Evaluator Responsibilities

Role, Responsibilities & Tasks	Internal	External Evaluator
Evaluation Plan Development		
Defining the goals and methods of the evaluation (e.g., end-use strategizing, outcome and/or process and evaluation activities)	X	X
Evaluation plan development for 2022-2025 SOW & CTCP negotiations meetings, including revisions	X	X
Evaluation plan development 2022-25 & CTCP negotiations meetings, including revisions	X	X
Evaluation Planning, Scheduling & Monitoring Meetings		
Evaluation plan implementation & monitoring meetings (monthly, or as needed)	X	X
Document and archive activity outcomes (e.g., target audience, approaches, audience reaction and comments, actions taken as a result, etc., as well as how results were shared with key stakeholders)	X	
Pre-Data Collection		
Data collection logistics planning	X	X
Developing data collection instruments & protocols, determining sampling specifics and data collection parameters		X
Instrument pilot testing & field testing, if necessary	X	
Approving data collection instruments & protocols, sampling specifics and data collection parameters, with support from the External Evaluator	X	X
Conduct data collection trainings on data collection and data entry	X	
Provide technical assistance on data collection and data entry	X	X
Database design or online survey set up for data collection using online/handheld/mobile devices or entry by staff data collectors		X
Data Collection and Analysis		
Collecting data and information (primary data)	X	
Processing and preparing data for analysis	X	X

Role, Responsibilities & Tasks	Internal	External Evaluator
Data cleaning	X	X
Data analyses		X
Reporting and Sharing Findings		
Interpreting results and formulating recommendations		X
Participatory sense-making to understand how data informs project activities	X	X
Writing evaluation activity summary reports for the project and for inclusion in progress reports		X
Reviewing and editing evaluation activity summary reports for the project and for inclusion in progress reports	X	X
Identifying appropriate audiences for the findings, with guidance from the External Evaluator	X	X
Preparing data visualizations, Highlights or Executive Summaries for sharing results throughout the project in community presentations, fact sheets, educational packages, reports. The External Evaluator can review the final product and provide feedback, if needed.	X	X
Populating OTIS with evaluation-related Information semi-annually	X	
Statewide Meetings/Trainings		
Participate in 1-2 in-person statewide meetings/regional trainings per year	X	X
Participate in 2-3 online Statewide trainings per year	X	X
Final Evaluation Report Development (2021-2025)		
Brief Evaluation Report for non-primary objectives with Internal Evaluator support		X
Brief Evaluation Report (Interim Report) for primary objectives targeting multiple jurisdictions	X	X
Final Evaluation Report for primary objectives	X	X
Stakeholder Activities		
Educating project directors and partners informally	X	
Formally presenting data in meetings/forums	X	

Role, Responsibilities & Tasks	Internal	External Evaluator
Collecting secondary data for CX Needs Assessment	X	X
Planning and facilitating CX Meetings with External Evaluator guidance as to how the Agency can use their data to plan their meetings	X	X
Facilitate general strategic planning or Midwest Academy Strategy (MASC) planning with coalition	X	
Participatory sense making of how secondary data informs CX process	X	X
Reporting on CX Needs Assessment by indicator/asset in OTIS	X	

FIRST AMENDMENT TO AGREEMENT FOR EVALUATION FOR MARIPOSA COUNTY TOBACCO EDUCATION PROGRAM

THIS FIRST AMENDMENT TO AGREEMENT FOR EVALUATION FOR MARIPOSA COUNTY TOBACCO EDUCATION PROGRAM, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Community Initiatives for Collective Impact, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 3, 2022, wherein Contractor agreed to provide evaluation services for the Mariposa County Tobacco Education Program; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2027.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $45,760 will be added to the original amount of $76,440, making the total compensation paid to Contractor the not to exceed amount of $122,200.

Except as herein amended, the Agreement dated May 3, 2022 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Stergios Roussos, CEO and President Community Initiatives for Collective Impact
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Kevin Briggs Acting County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-410

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Accept a Donation from the Mariposa Friends of the Library in an Amount of $18,000 for the Purchase of Workshop and Event Supplies, New Books, Movies, and Audiobooks for the Mariposa County Library; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Donation ($18,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept a Donation from the Mariposa Friends of the Library in an Amount of $18,000 for the Purchase of Workshop and Event Supplies, New Books, Movies, and Audiobooks for the Mariposa County Library; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Donation ($18,000) (4/5ths Vote Required).

It is recommended that the board adopt this item, as it will enable the library to spend more than it normally does on books, movies, and audiobooks. Patrons of the library will have access to more titles and the enjoyment that will come from accepting the agreement for the donation.

The Friends of the Library wish to note that this donation is made in honor of former Friends of the Library President Dennis Baker.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa Friends of the Library have covered various expenses for the library over the years, including the purchase of new books, movies, and audiobooks. The Friends of the Library have a memorandum of understanding with the County and their mission is to help support the library financially and this donation falls in line with their mission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the item is not approved, the library will not receive this funding to improve the library's collection.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa Library_FOL budget action_FY26**

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	606	48121		Donation	(18,000)	
1001	606	60153		Special Departmental Supplies	18,000	
				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.

(✓) 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. 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 (✓) FY25-26

DEPARTMENT HEAD SIGNATURE Matt [signature] DATE 9-18-25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 08/28/2025

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-411

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Grant Award from the California State Library ($5,250) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Grant Award from the California State Library ($5,250) (4/5ths Vote Required).

This item is being brought back from the September 16, 2025 agenda, to approve the correct budget action form.

The money from this grant will allow the library to implement the Zip Books grant. Zip Books allows library patrons to request books not currently in the library's collection. The library orders the books, they are sent to patron's places of residence, and then when the patrons are done reading the books, they are returned to the library to be permanently added to the collection.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions increasing revenue and appropriations must be reviewed and approved by the Board. The board has previously approved this Zip Books agreement for the library, but the budget action form had an error and needs to be re-approved.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not authorize this budget action, and the library will not be able to move the grant funds into its budget. Patrons will not be able to request new books through the program and the library will be unable to add the new books to its collection.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Res 2025-384 - Library- Zip Books FY26**
2. **Mariposa Library_09252025_Zip Book budget action**

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 2025-384

MEETING: September 16, 2025

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Accept Grant Award from the California State Library in an Amount of $5,250; Authorize the County Librarian to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Grant ($5,250)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the California State Library in an Amount of $5,250; Authorize the County Librarian to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Library's Budget to Implement the Grant ($5,250).

This grant will allow the library to implement the Zip Books grant. Zip Books allows library patrons to request books not currently in the library's collection. The library orders the books, they are sent to patron's places of residence, and then when the patrons are done reading the books, they are returned to the library to be permanently added to the collection.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions increasing revenue and appropriations must be reviewed and approved by the Board. The board has previously approved the Zip Books grant for the library.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not authorize the County Librarian to sign the agreement and the library will not be able to accept the state grant. Patrons will not be able to request new books through the program and the library will be unable to add the new books to its collection.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **ZIP_25-42_Mariposa_County_Library_Zip_Books_G**
2. **Budget Action Form**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

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

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(C 2661)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	606	45322		Library Grants - State		5,250
1001	606	60153		Special Departmental Supplies	5,250	
				TOTALS	5,250	5,250

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

( ) 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. 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 (✓) FY25-26

DEPARTMENT HEAD SIGNATURE Matt Lahr DATE 9-10-25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. 2025-384 CLERK Danielle Blair DATE 9/17/25

Budget Action Form Revised 08/28/2025

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8/15/2025

Mr. Matthew Johnson , County Librarian
MARIPOSA COUNTY LIBRARY
4978 10th Street
Mariposa, CA , 95338

Subject: Zip Books Project ZIP 25-42

Dear Mr. Matthew Johnson:

The California State Library is pleased to approve the grant application for the Zip Book Project for a total of $5,250 in California Library Services Act funds.

Read the enclosed award packet thoroughly and contact your grant support team if you have any questions. Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

Requirements Specific to Your Project
The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulling these requirements.

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- It is an expectation for this project that the project manager or other project staff will attend four (4) community of practice sessions (schedule to be determined) over the course of the grant period.
- It is an expectation of this project that at least 85 percent of the materials purchased as part of this project will be added to the libraries collection. (The 85 percent number may include items shipped to other libraries to add to their collection).

Project Support Team
Awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library. The project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Monica Rivas and can be reached via email at monica.rivas@library.ca.gov.
- The LPC is available to assist you with programming questions. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Urdarbe, yesenia.udarbe@library.ca.gov
Matthew Johnson, mjohnson@mariposacounty.org

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STATE FUNDED GRANTS
AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

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CALIFORNIA STATE LIBRARY

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Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and MARIPOSA COUNTY LIBRARY for the Zip Books project. AWARD AGREEMENT NUMBER ZIP 25-42

This Award Agreement ("Agreement") is entered into on 07/01/2025 by and between the California State Library ("State Library") and MARIPOSA COUNTY LIBRARY, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Zip Books project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $5250 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 08/31/2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 08/31/2026 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the 2025-26 Zip Books Project.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

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C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2025 - December 31,2025	1st Financial and Mid Project Program Narrative Report Due	January 31, 2026
January 01, 2026- April 30, 2026	2nd Financial Program Report Due	May 31, 2026
May 01, 2026 – Project End August 31, 2026	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 30, 2026

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4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

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5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.
   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the 2025-2026 Zip Books.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon

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and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

   Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

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MARIPOSA COUNTY LIBRARY
Mr. Matthew Johnson
4978 10th Street
Mariposa,CA ,95338
209-966-2140
mjohnson@mariposacounty.org

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
Monica.rivas@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and the State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or

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purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, the Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace.
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

   c. Require that every employee who works on the Agreement will:

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1) Receive a copy of the Grantee's drug-free workplace policy statement.
2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with 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 grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

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12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Program. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

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17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement,

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but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $5250 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their

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designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors 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, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.
    Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

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28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

    a. Grant Agreement Coversheet and any Amendments thereto
    b. Terms and Conditions
    c. Procedures and Requirements
    d. Certificate of Compliance
    e. Project Summary
    f. Grantee's Application (including Budget and Activities Timeline)

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g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. The California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.

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g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports,

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documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

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41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $ 5250 upon execution of the agreement and submission of claim by the grantee organization.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or

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indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be

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considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by the California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation

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or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $ 5250. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

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7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code § 10410):

   a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or

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funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which

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by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**

    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with California State Library acknowledgement requirements.

Docusign Envelope ID: AC963DC7-0AD6-4480-848C-06BB02EB46F9

Certification

ORGANIZATION	
Name: Mariposa County Library	**Address** *(official and complete)*: 4978 10th Street PO Box 106 Mariposa, CA 95338
PROJECT COORDINATOR	
Name: Matthew Johnson	
Email: mjohnson@mariposacounty.org	**Phone**: 2099662140
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Matthew Johnson	**Title**: County Librarian
Email: matt.johnson@mariposalibrary.org	**Phone**: 2099662140
Signature: DocuSigned by: Matthew Johnson B4D6D7113D5743E...	**Date**: 9/17/2025

APPROVED AS TO FORM:

Signed by:
Kevin Briggs
9882618ED675494...

Kevin Briggs
Acting County Counsel

Docusign Envelope ID: AC963DC7-0AD6-4480-848C-06BB02EB46F9

CALIFORNIA STATE LIBRARY

Authorized Representative Signature

ORGANIZATION	
Name: Mariposa County Library	**Address** *(official and complete)*: 4978 10th Street PO Box 106 Mariposa, CA 95338
AUTHROIZED REPRESENTATIVE	
Signature: DocuSigned by: Matthew Johnson B4D6D7113D5743E...	**Date**: 9/17/2025
Printed Name of Person Signing: Matthew Johnson	**Title**: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50981C41C416...	**Date**: 8/28/2025
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

APPROVED AS TO FORM:

Signed by:
Kevin Briggs
9882618ED675494...

Kevin Briggs
Acting County Counsel

Docusign Envelope ID: AC963DC7-0AD6-4480-848C-06BB02EB46F9

CALIFORNIA STATE LIBRARY

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Mileage: Rate subject to change	$0.585 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

Docusign Envelope ID: AC963DC7-0AD6-4480-848C-06BB02EB46F9

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.

CALIFORNIA STATE LIBRARY

April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on 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). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Docusign Envelope ID: AC963DC7-0AD6-4480-848C-06BB02EB46F9

CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ZIP 25-42 **Date:** 9/17/2025

Invoice #: ZIP 25-42-01 **PO #:** 8190

Payee Name: Mariposa County Library

(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 4978 10th Street Mariposa, CA 95338

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $5,250

(Payable Upon Execution of Agreement)

Type of Payment:

☐ PROGRESS

☐ FINAL

☒ IN FULL

☐ AUGMENT

Grantee Name: Mariposa County Library

(Name on Award Letter and Agreement)

Project Title: Zip Books Project

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By DocuSigned by: Matthew Johnson B4D6D7113D5743E...

(Signature of the Authorized Representative)

Matthew Johnson

(Print Name)

County Librarian

(Title)

APPROVED AS TO FORM:

Signed by: Kevin Briggs 9882618ED675494...

Kevin Briggs
Acting County Counsel

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By DocuSigned by: Yesenia Udarbe 77928E5969EF401...

(State Library Representative)

Date 9/17/2025

Print Form Reset Form

Docusign Envelope ID: AC963DC7-0AD6-4480-848C-06BB02EB46F9

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accoutning

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

Docusign Envelope ID: AC963DC7-0AD6-4480-848C-06BB02EB46F9

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

CC 2754

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	606	45322		Library Grants - State	(5,250)	
1001	606	60153		Special Departmental Supplies	5,250	
				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. 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 (√) FY25-26

DEPARTMENT HEAD SIGNATURE Matt [signature] DATE 9-24-25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 08/28/2025

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Karmjot Randhawa, Farm Advisor

RE: Proclaim the Week of October 5th through the 11th, 2025, as "4-H Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of October 5th through the 11th, 2025, as "4-H Week".

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has proclaimed for 4-H week in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not proclaim; fail to showcase the incredible experiences that 4-H offers young people and the remarkable 4-H youth in Mariposa County.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **October - 4-H Week**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Week of October 5th through the 11th, 2025

as

"4-H Week"

WHEREAS, University of California Cooperative Extension (UCCE) is the research and outreach arm of the University of California's Agriculture and Natural Resources Division; and

WHEREAS, 4-H is delivered by the UCCE – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing hands-on projects in areas including health, science, agriculture and citizenship; and

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, 4-H has helped youth in Mariposa to become confident, independent, resilient and compassionate leaders; and

WHEREAS, 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Mariposa County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs and visionaries.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the **week of October 5th through the 11th, 2025, as "4-H Week"** throughout Mariposa County, and encourage all citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 7th day of October 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

EXCUSED
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-412

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment with Sierra Foothill Conservancy, Extending the Term by One Year and Three Months, for Riparian Restoration Activities Along the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Sierra Foothill Conservancy, Extending the Term by One Year and Three Months, for Riparian Restoration Activities Along the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This first amendment is to extend the term of the agreement by one year and three months. The new end date will be April 1st, 2027. The reason for this extension is due to a term extension for the Urban Greening Grant Program by the California Natural Resources Agency, which allowed for extra time to complete projects funded by the program. We took advantage of this opportunity in order to have more time to execute the restoration aspect of this project which was delayed due to permitting and monitoring requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

March 22, 2022: RES-2022-191 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

September 12, 2023: RES 2023-489 Adopted a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($911,850)

March 5, 2024: RES 2024-84 Approve an Agreement with Sierra Foothill Conservancy in the Amount of $479,500 for Riparian Restoration Activities Along the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Agreement

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in a shortened timeline for the restoration and potential failure to complete the restoration as planned.

FINANCIAL IMPACT

If approved, this amendment will not impact the County's general fund, and all funds are accounted for in the project fund 3612.

ATTACHMENTS

1. **Contract Amendment and Exhibits**
2. **Original Agreement**
3. **Original Exhibits**

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

THIS FIRST AMENDMENT TO AGREEMENT FOR RIPARIAN RESTORATION ACTIVITES ALONG THE MARIPOSA CREEK PARKWAY

THIS FIRST AMENDMENT TO AGREEMENT FOR RIPARIAN RESTORATION ACTIVITES ALONG THE MARIPOSA CREEK PARKWAY, is made and entered into this 7th day of October 2025 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Sierra Foothill Conservancy, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated March 5th, 2024, wherein Contractor agreed to perform riparian restoration activities along the Mariposa Creek Parkway; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the timeline and update Exhibits A and B to be more consistent with the grant agreement;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the contract end date until April 1, 2027 from the original end date of January 1, 2026;
2. Exhibit A, "Proposal for Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements," is hereby amended to reflect Exhibit A, "Timeline and Deliverables" and Exhibit B, "Budget", which are attached to this first amendment.

Except as herein amended, the Agreement dated March 5th, 2024 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Bridget Fithian, Executive Director
Sierra Foothill Conservancy

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Kevin Briggs
County Counsel

Last Revised: 1/17/2023

Exhibit A. Timeline and Deliverables

ACTIVITY DESCRIPTION	TIMELINE
Preliminary project work	July 2023 – March 2024
30% Design Work	April 2024 – July 2024
Invasive Species Removal	March 2024 – April 2027
CEQA/permitting	May 2024 - September 2025
Nursery & Plant prep Coordination	May 2024 – December 2024
100% Design	July 2024 – December 2024
Submit CEQA documents to State	August 2024
Submit final site designs/plans/specs to State*	December 2024
Submit evidence of signage	December 2024
Construction	January 2025 – December 2026
Hydroseed/seed mix application	September 2026 – October 2026
Tree planting and full planting implementation	October 2026 – November 2026
Record MOUGA and Submit final payment request and close out documents to State	February 2027 - May 2027

Note: Bird Nesting Season February 1 – August 15th

** A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.*

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

***Plant establishment reimbursed by the grant not to exceed two (2) years.*

Deliverables:

- Removing invasive species on approximately 2.5 acres of riparian parkway
- Assisting with cultural interpretive signage
- Planting approximately 180 native trees
- Planting native plants in approximately 10,000 square feet of riparian parkway
- Parking lot enhancements to entail invasive species removal, native plant revegetation, and signage

Exibit B. Budget

1.0	Pre-Construction // Non-Construction	Urban Greening Grant (Amended 08/2025)	SFC
1.1	Project Management	$25,500	$10,000
1.2	CEQA / Permitting	$44,215	
1.3	Engagement	$8,000	$4,000
1.4	Design (PS&E)	$164,135	
	Task Subtotal	**$241,850**	**$14,000**
2.0	**Site Work**		
2.1	Invasive species removal	$82,500	$82,500
2.2	Site Grading	$15,000	
2.3	Decomposed Granite Soft Trails		
2.4	Steel Edging		
2.5	Misc Materials (Gravel, Woodchips)		
2.6	Stepstone creek crossing		
2.7	Electrical & Lighting	$12,000	
2.8	Interpretive / Educational Exhibits & Signage	$5,000	$3,000
2.9	Funding Acknowledgement Sign	$2,000	
2.11	Mobilization	$14,100	
	Task Subtotal	**$130,600**	**$85,500**
3.0	**Access Enhancements**		
3.1	Benches	$9,000	
3.2	Creek access point and seating area	$74,200	
3.3	Trail kiosk	$8,000	
3.4	Picnic Platforms / Tables	$13,500	
	Task Subtotal	**$104,700**	**$0**
4.0	**Planting**		
4.1	Trees	$100,000	$100,000
4.2	Shrubs, Groundcover, Perennials	$200,000	$200,000
4.3	Water Saving Irrigation Controls	$10,000	$10,000
4.4	Parking Lot Enhancements (not including trees)	$16,000	
4.5	Planting implementation labor	$20,000	$20,000
4.6	Planting survivorship monitoring	$30,000	$30,000
	Task Subtotal	**$376,000**	**$360,000**
	Overall Subtotal	**$853,150**	**$459,500**
5.1	**10% Design/Construction Contingency:**	$25,000	
	Construction Management & Administration:	$33,700	$20,000
	Total	**$911,850**	**$479,500**

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-84

MEETING: March 5, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with Sierra Foothill Conservancy in the Amount of $479,500 for Riparian Restoration Activities Along the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an agreement with Sierra Foothill Conservancy in the amount of $479,500 for riparian restoration activites along the Mariposa Creek Parkway; and authorize the Board of Supervisors Chair to sign the agreement.

In March 2021, the Board approved the application to the California Natural Resources Agency (CNRA) Urban Greening grant program to expand riparian restoration activities, previously funded under a previous grant from the Wildlife Conservation Board, to Phases 1 and 2 of the Mariposa Creek Parkway. The Sierra Foothill Conservancy was hired to direct the restoration project. The grant funds will be used to extend these restoration activities further downstream from the current restoration area, expanding the invasive species removal work and supporting implementation of the Mariposa Creek Parkway Master Plan.

The funds will also be used to support minor public access enhancements in the Phase 2 segment, including interpretive signage and other elements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2022-192 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

RES 2023-289 Adopted a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($911,850)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would affect our ability to complete the grant project in the proposed timeline.

FINANCIAL IMPACT

This contract is being paid in full by the Urban Greening Grant from the California Natural Resources Agency so there is no impact on the General Fund.

ATTACHMENTS

DS

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1. **Resolution**
2. **Agreement**

VOTE RESULT

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

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STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-84

APPROVE AN AGREEMENT WITH SIERRA FOOTHILL CONSERVANCY IN THE AMOUNT OF $479,500 FOR RIPARIAN RESTORATION ACTIVITIES ALONG THE MARIPOSA CREEK PARKWAY; AND AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE AGREEMENT

WHEREAS, on January 28, 2020 the Local Transportation Commission adopted Resolution 2020-3 to approve the Mariposa Creek Parkway Master Plan; and

WHEREAS, on March 22, 2022, the Board of Supervisors adopted Resolution 2022-192 to authorize the submittal of an application to the California Natural Resources Agency Riparian Restoration Grant Program (Urban Greening) to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway;

WHEREAS, on September 12, 2023, the Board of Supervisors adopted Resolution 2023-489 accepting the Californian Natural Resource Agency's Urban Greening Grant funds;

WHEREAS, the grant funds will be used to perform riparia restoration activities in the Phase I and II segment, including invasive species removal and replanting with native plants and supporting implementation of the Mariposa Creek Parkway Master Plan;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the agreement with Sierra Foothill Conservancy in the amount of $479,500 for riparian restoration services along the Mariposa Creek Parkway; and authorizes the Board of Supervisors Chair to sign the agreement.

ON MOTION BY Supervisor Wayne Forseythe, seconded by Supervisor Danette Toso, this resolution is duly passed and adopted this 5th day of March 2024 by the following vote:

AYES: Menetrey, Smallcombe, Toso, Forsythe, Poe
NOES: None
EXCUSED: None
ABSTAIN: None

Miles Menetrey, Board Chair

ATTEST:

Danielle Bondshu, Clerk of the Board

Steven W. Dahlem, County Counsel

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AGREEMENT FOR RIPARIAN RESTORATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of March 2024, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Foothill Conservancy, a California non-profit public benefit corporation ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as Parties and individually referred to as Party.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or January 1, 2026, whichever is earlier.

2. SERVICES

Contractor shall perform riparian restoration activities as described in Exhibit A, "Proposal for Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the work described in the Scope of Work, including through subcontractors or agents, and shall be solely responsible for determining how to deliver designs for public access enhancements within the project budget provided in Exhibit A. The Parties acknowledge that the Scope of Work is intended to fulfill the Grant Agreement Number UG221-0 between the County and the California Natural Resources Agency.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $479,500 as described in Exhibit B, "Budget." Contractor shall submit invoices for services performed on a monthly or quarterly basis, though invoices may include services performed in preceding months. The County shall review and approve such invoices within 15 calendar days. If the County disputes an invoice, it shall inform Contractor of the nature of the dispute within the 15 days; the Parties shall then work in good faith to resolve the dispute. If the dispute cannot be resolved, Section 18 shall apply. The County shall pay Contractor within 30 calendar days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. PERMITTING, ENVIRONMENTAL REVIEW, AND COMMUNITY ENGAGEMENT

County shall be lead agency on all necessary permits for the Scope of Work, including any Lake and Streambed Alteration Agreement. County shall be lead agency on all environmental review associated with the Scope of Work, including compliance with the California Environmental Quality Act. Contractor will assist in preparing materials for such permitting and environmental

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review and facilitate submittal of permitting and environmental review applications. County will be listed as applicant or permittee. County shall be responsible for all community engagement required to implement the Scope of Work, including for any prescribed burn activities.

5. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of performance of the work hereunder by the Contractor, its agents, representatives, or employees (including materials, parts, or equipment furnished in connection with such work or

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operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

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

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

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

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

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

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

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

6. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from

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all 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 sole negligence or willful acts of the County and its officers, employees, agents and volunteers.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify Contractor and its officers, employees, agents, subcontractors, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from (a) the sole negligence or willful acts of the County and its officers, employees, agents and volunteers related to this Agreement or (b) permitting, environmental review, and community engagement undertaken by the County pursuant to Section 4.

7. 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.

8. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

9. STATE AND FEDERAL TAXES

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

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

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience

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and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

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:
Bridget Fithian
Sierra Foothill Conservancy
5067 CA-140
Mariposa, CA 95338
(209) 742-5556

COUNTY:
Hannah Harrison
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338
(209) 742-1343

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. 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.

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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 immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables.

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.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

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 claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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

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19. CAPTIONS

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

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

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

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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the 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

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section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

The County has secured funds for the Scope of Work from the California Natural Resources Agency, pursuant to Grant Agreement UG221-0 for this effort.

Nevertheless, the Parties understand that if funding becomes unavailable pursuant to Grant Agreement UG221-0 the County would be required to rely on other appropriations. It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables. Upon termination of this Agreement, 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 from 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 performed pursuant to the Scope of Work prior to such reduction or modification of the County budget, including planning, monitoring, and project coordination work subcontractor that has not yet resulted in project deliverables, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the proposed Agreement amendment.

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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
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

Countersign:

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

CONTRACTOR

DocuSigned by:
Bridget Fithian
2B11CD657586409...

Bridget Fithian, Executive Director
Sierra Foothill Conservancy

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416FD6B394BF...

Steven W. Dahlem
County Counsel

478 Tehama Street, Suite 2B
San Francisco, CA 94103
adawson@wrtdesign.com
303.529.5820

11.08.2023

PROPOSAL FOR

MARIPOSA CREEK PARKWAY PHASE I AND II RESTORATION AND PUBLIC ACCESS ENHANCEMENTS

WRT

SUBMITTED TO: **Mariposa County Planning Department**
SUBMITTED BY: **WRT** with the Sierra Foothill Conservancy (SFC), Provost & Pritchard, and ECORP

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TRANSMITTAL LETTER

November 8, 2023

Hannah Harrison
Community Design and Development Planner
Mariposa County Planning Department
5100 Bullion Street
Mariposa, CA 95338
209-966-5151

Re: Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements

Dear Hannah,

Thank you for the opportunity to submit a proposal for the Phase I and II Riparian Restoration + Public Access Enhancements project. We are eager for the opportunity to be part of this exciting project and build on our previous collaborations and understanding of Mariposa and its issues and aspirations.

This next project presents a fresh set of intriguing design opportunities. With a focus on aspects like the creek crossing, native plant revegetation, and enhancing public spaces such as seating areas and kiosks, we see a clear alignment with WRT's strengths and expertise. These elements represent a harmonious blend of functionality and aesthetics, a balance we continually strive to achieve in our designs. Each of these elements represents another step towards creating a more vibrant and ecologically (and economically) resilient Mariposa.

Our past collaboration with the Sierra Foothill Conservancy on the Mariposa Creek Parkway Master Plan and subsequent trail implementation projects has been both fulfilling and impactful, and we are certain that this project will bring even more benefits to the community and visitors alike. We look forward to the possibility of continuing our work together and collectively contributing to Mariposa's bright future.

Sincerely,

Andrew Dawson, ASLA
Senior Associate | Landscape Architect
Project Manager
(E) adawson@wrtdesign.com
(T) 303.529.5820

John R. Gibbs, ASLA, LEED AP
Principal | Landscape Architect + Urban Designer
Principal-In-Charge
(E) jgibbs@wrtdesign.com
(T) 415.229.2806

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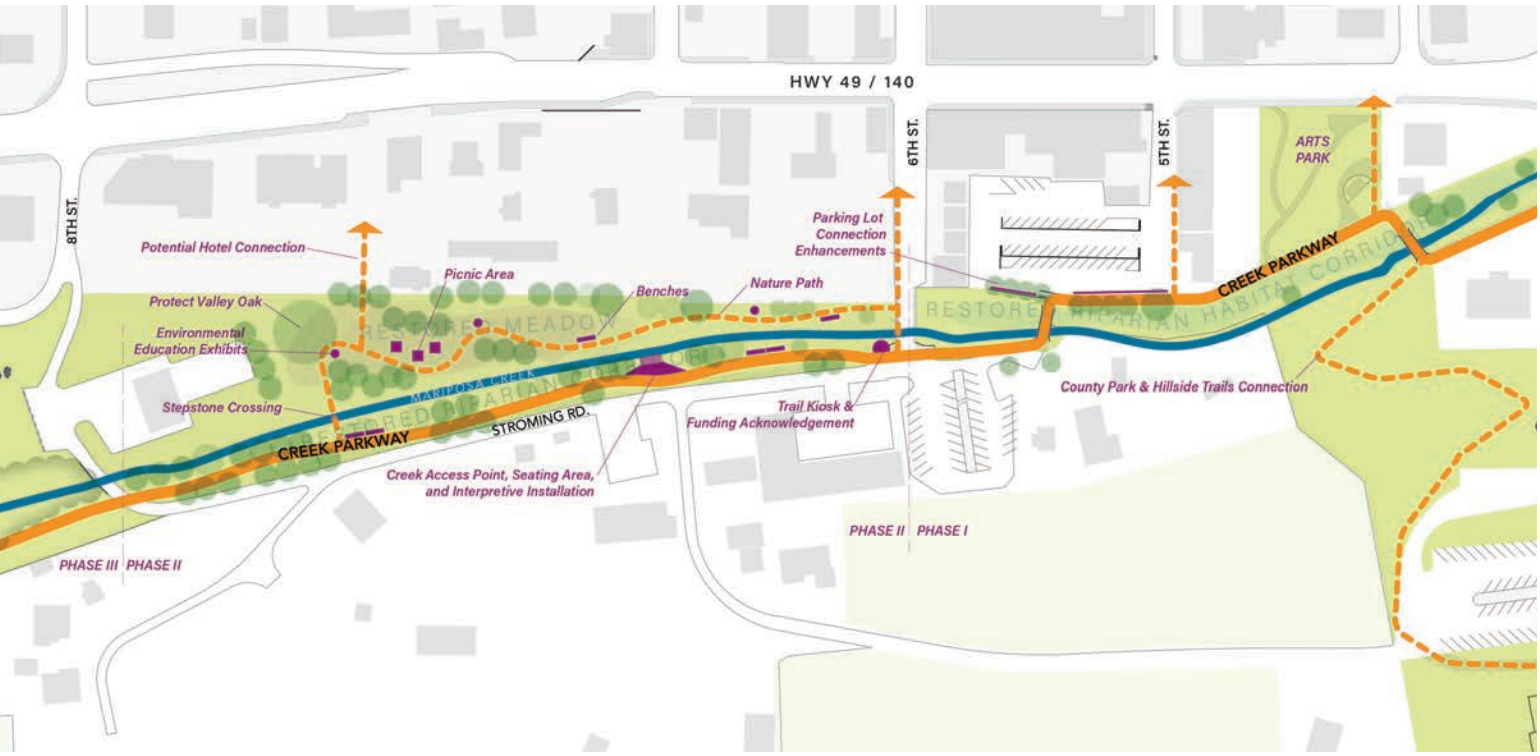
INTRODUCTION



INTRODUCTION

Leveraging Existing Relationships and Ongoing Projects

WRT has been working in Mariposa for more than five years, and in that time, through many site visits in all seasons, Andy has personally become well connected with both the Planning Department and the project partners. While roles are changing at the County, the faces are the same, and we're excited to keep working with the team that has been advancing the initiatives of the Creek Parkway for so long. As well, our longstanding partners the Sierra Foothill Conservancy and Provost & Pritchard bring consistency and working knowledge of the unique constraints and characteristics of the site. In this time of transition for County staff, our team offers continuity for the overall vision of the creek corridor and its adjacencies.

Site Understanding

Phase I and II of the Mariposa Creek Parkway are the oldest segments of the trail and were the impetus for all the subsequent work that has launched in the last five years. Phase I is enclosed and wooded (albeit with a lot of Tree of Heaven) and somewhat quiet, but its connection to the Arts Park elevates its presence during large community gatherings. Two pedestrian crossings navigate the creek itself and established the parkway as an achievable vision with much larger potential. Following upstream from Phase I, Phase II has a much different character. It feels wide open, with fewer trees and a gentler, wider creek corridor. This section has a longstanding native planting installation from the Master Gardeners, and a pathway along the road that is well used. This section of the creek is subject to flooding during major storm events. Last year's storms caused damage to the creek banks, which will be important to address with this project.

The site plan shown above builds upon the work of the Master Plan, and sets up the basic conditions and requirements for this project to accomplish. The ultimate layout and design of these elements, and how they impact user experiences through these sections of the Parkway is the charge of this assignment.

Opportunities and Constraints

The diagram on the next page lays out some of the known opportunities and constraints faced by this project. Our team understands these existing conditions well.

Of note are the areas with significant amounts of invasive species, including Himalayan blackberry and Tree of Heaven. Removal of these planting areas will significantly alter the impression and feel of these spaces, and they present opportunities for planting design and rehabilitation that either reinforce the character that existed — for example planting trees to maintain the feeling of enclosure on Phase I — or making changes that improve safety and accessibility.

Other features noted are zones for quiet contemplation and potential for larger group spaces. Eroded creek banks are a constraint at certain points, as is the exiting condition of the Parkway along Stroming Road. There are opportunities for improved connection through hotel parking areas, additional screening planting where necessary, and increasing shade in the parking lot at 6th Street.

Our team will evaluate these features and advance a design that also enhances and makes visible those natural characteristics that vary through this section of the Parkway. This means considering the wider and deeper creek area of Phase II differently than the narrow enclosure of Phase I.

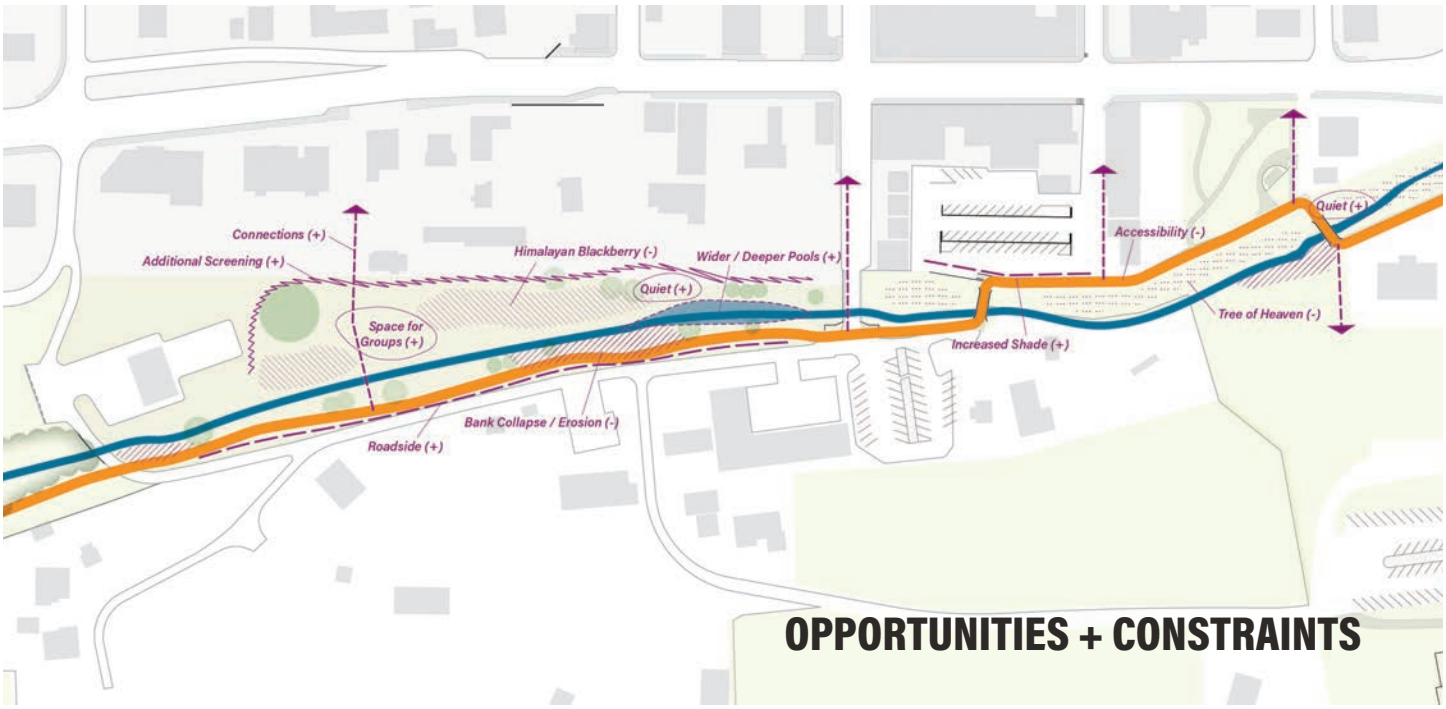
Potential Impacts

The biggest pitfall of this project would be to overdo it. Our team will take a sensitive approach to the extent of interventions, so as to not take away from the inherent qualities of the creek and the spaces people currently enjoy.

Phase I in this regard is essentially kept intact, with minimal intervention. (However we note there are potential ADA-compliance questions that could be addressed in this zone.) Phase II absorbs the more impactful components, such as the creek access and seating area. A stream crossing at this point is informed by the existing rock formations and gentle creek banks on the northeast side, but the southwest bank will need to be navigated carefully. We do not want to see major earthwork or retaining walls implemented here. The goal should be a light touch that is still beneficial to visitors while minimally-impacting the creek itself.

Lastly, a key means of mitigating impacts from increased visitation will be with planting and path alignment. Varying the density of planting, height of plants, and species will inform where people can go or not. Guiding them with pathways, and perhaps habitat protection fencing, will be important cues to ensure the planting restoration is successful.

All of these considerations go into our project approach detailed in this proposal. Balancing access enhancements with habitat protection is the key challenge for this project, and our team is prepared to offer expertise and listen to community insights that help us strike the right balance.



4

QUALIFICATIONS

Mariposa Creek Parkway Master Plan

Mariposa County, CA

STATE OF IMPLEMENTATION
Plan completed, implementation projects ongoing

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
Mariposa County
(T) 209.742.1222
(E) mgoralnik@mariposacounty.org

The Mariposa Creek Parkway Master Plan was positioned to meaningfully address a wide range of issues, from placemaking and cultural programming to improved bike and pedestrian circulation, to the expansion of recreational and tourism infrastructure. For residents and visitors alike, the Parkway carried tremendous potential as a recreational, cultural, and transportation corridor, capable of offering a vibrant social corridor and bike and pedestrian linkages both within the town of Mariposa and outward to regional trail networks.

To gain insight into the hopes, ideas, and concerns surrounding the Parkway's development, WRT's project team held an intensive series of meetings with residents and stakeholders who, collectively, gave voice to a broad spectrum of community interests and organizations. The WRT team also toured the project site and its surrounding Sierra foothill landscape, building their understanding of the context, detail, and potential of the Parkway Master Plan to positively impact both the Town and County of Mariposa. The master plan provided the basis for grant funding for the eventual construction of a 4-mile trail along Mariposa Creek. As an integral piece of Mariposa's public realm, the Parkway's implementation and final design were guided

Effectively distilling the input of the community and illustrating the possibilities of future investment, renderings produced for the Master Plan have supported Mariposa County's successful efforts to apply for and win grant funding.

by three community-driven themes identified during the project's community engagement phase. The themes were: (1) Health + Wellness, (2) Community + Creativity, and (3) Education + Environment. These themes acted as lenses to help organize Parkway amenities and design decisions, and to give depth to the project so that users would return often and create their own narratives about what the trail meant to them. Incredible input was received from an engaged community during Creek Week, a multi-day interactive stakeholder outreach festival that took place on-site along the Mariposa Creek corridor. Creek Week presented over 500 residents over the course of three days with an opportunity to be introduced to park design ideas, be inspired by ideas from other parks, and provide feedback regarding the features to be found in the park and their location.

Mariposa Creek Parkway Master Plan: Ongoing Implementation Projects

Mariposa County, CA

STATE OF IMPLEMENTATION
Ongoing

CLIENT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
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The Creek Parkway extension will create an experience for locals and tourists that is more than just a trail. This master plan establishes a vision for a much larger and interconnected regional trail system that will boost economic development in Mariposa County through recreation-oriented transactions, while also serving a range of environmental restoration and enhancement objectives. WRT is currently involved in the ongoing implementation of the Master Plan, including but not limited to the following projects:

ATP

The master plan laid the groundwork for immediate follow-on implementation funding, the first of which was an Active Transportation Grant from the State of California. This project, currently underway, builds upon the master plan guidelines and determines the alignment of the parkway and its associated amenities, including a creek crossing, furnishings, interpretive signage, and secondary trail connections. Importantly it will establish a pedestrian connection from the creek to Mariposa's main street, creating a bicycle and pedestrian friendly alternative for both locals and tourists.

Trailhead and Destination Park

This grant followed on the heels of the ATP grant and focuses on the design development of the Parkway Trailhead Destination Park. Also currently underway, the team, led by WRT, is advancing the design concepts from the master plan for the Hulbert property. The result will be a set of permitted (CEQA and NEPA compliant) schematic designs that can then be finalized through a follow-on implementation grant. Site features include a picnic pavilion, nature play area, Native American cultural elements, parking, and a trailside overlook.

Phase 3: Hillside Trails

The most recently acquired grant building on the master plan is designed to create new trail connections and a trailhead on the Fiske property, which is a large, steeply-sloped parcel that borders a significant stretch of the creek corridor. This project is slated to begin in the new year and will begin to tie the Parkway into a wider regional recreational trail network.

11th Street Paseo

The 11th Street Paseo project serves as a vital connection from downtown to the Mariposa Creek Parkway. This project guides visitors from the valley to the foothills, using landscape and design elements to narrate Mariposa County's natural history. Elevation markers, varied boulder types, and region-specific plants are integrated into the site, with a dry creek and winding paths enhancing accessibility and interest. This paseo encapsulates the region's geographic and ecological diversity within a compact space.

Phase 3 Habitat Restoration

The Mariposa Creek Parkway Restoration Work aims to rejuvenate Mariposa Creek in alignment with the Parkway Master Plan, setting the stage for enhanced trails and trailheads. Collaborating with the tribal community and a local nursery, WRT developed a tailored plant list and designated planting zones suitable for the creek's varied conditions. Currently, the project is being executed with tribal participation under the guidance of the Sierra Foothill Conservancy, integrating traditional cultural burning techniques to control invasive species and promote ecological health.

Mary Laveroni Park + Hetch Hetchy Railroad Trail: Amenities Study and Vision Plan

Groveland, CA

STATE OF IMPLEMENTATION
Study and Plan Completed

PROJECT REFERENCE
Pete Kampa
General Manager, Groveland Community Services District
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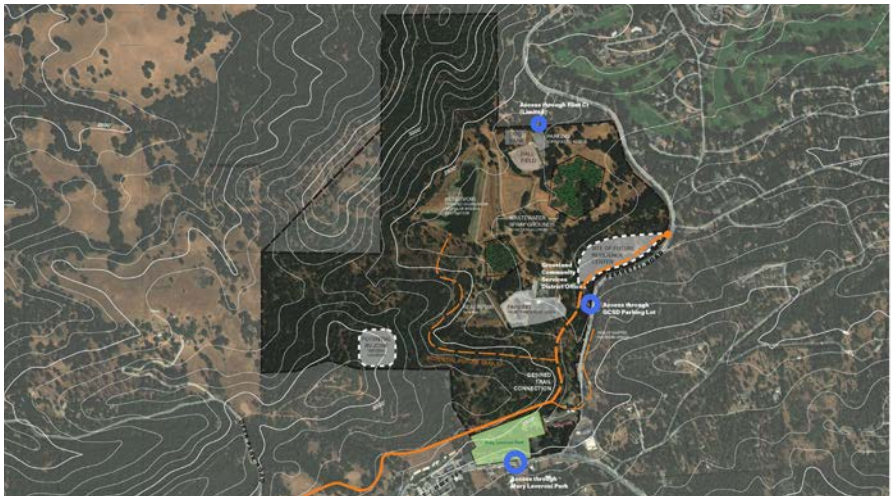
(E) pkampa@gcsd.org

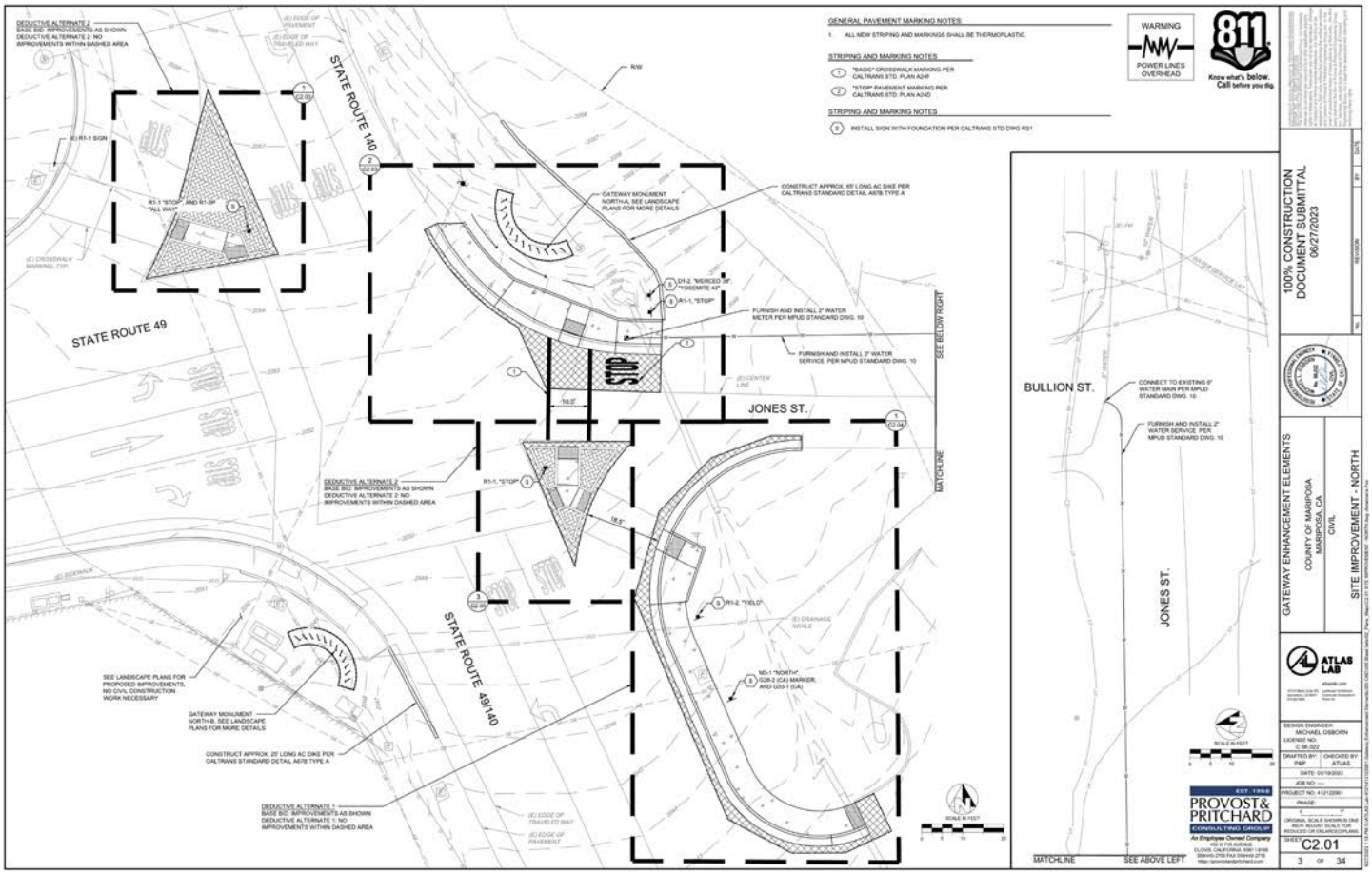
WRT is currently engaged by the Groveland Community Services District (GCSD) to create a holistic vision for recreational and cultural assets in and around Groveland. The team is working to identify priority projects, including the advancement of the Hetch Hetchy Railroad Grade Trail, to provide recreational and mobility linkages across the region. In addition, the team is planning for additional public access across GCSD properties, seeking to open up and expand recreational opportunities for locals and outside visitors. This process is being undertaken at three scales: detailed park planning for Mary Laveroni Park, wider trail alignments and program areas for a 250-acre parcel, and a regional assessment of connections between the communities of Pine Mountain Lake and Big Oak Flat.

Importantly the project seeks to accommodate and welcome the droves of summer tourists en route to Yosemite National Park. Necessary infrastructure, amenities, and services are being identified to help GCSD manage large crowds, and attract additional economic development by capturing these audiences and presenting Groveland as a destination in its own right.

We are working with GCSD to create a vision that is capable of hosting large summer festivals and mountain bike races, while also being responsive to the recreational needs of locals.

Lastly, the team is assisting GCSD with their pursuit of additional grant funding, to ensure the resulting vision plan is able to advance toward implementation. WRT's experience with state grant mechanisms is helping to position this plan as a foundation for additional and much-needed financial assistance.





EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP

Mariposa Gateway Enhancement Elements

Mariposa County, CA

Provost & Pritchard is involved in the Mariposa Gateways Project, which is funded by a Clean California grant from Caltrans. The project aims to enhance pedestrian pathways, plantings, lighting, and art installations at the intersections of SR 140 & SR 49 in Mariposa Town.

Throughout the project, there has been considerable involvement from the community and Southern Miwok tribal representatives, particularly in shaping the themes and designs for murals and gateway features.

Currently, the project has finished the survey and design phases and is awaiting construction.

STATE OF IMPLEMENTATION
Study and design complete; construction pending

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
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Sierra Foothill Conservancy: Work with Mariposa County

Mariposa County, CA

STATE OF IMPLEMENTATION
Ongoing

PROJECT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
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Wildlife Conservation Board Riparian Restoration Project

Sierra Foothill Conservancy is the Prime Contractor for Mariposa County in implementing the Wildlife Conservation Board (WCB) funded riparian restoration project on Phases 2 & 3 of the Mariposa Creek Parkway. The WCB restoration project serves as the cornerstone for subsequent restoration efforts financed by the California Natural Resources Agency Urban Greening Grant project. Since 2021, SFC has effectively managed the WCB restoration project for Mariposa County, eradicating invasive species, collaborating with the Southern Sierra Miwuk Nation on restoration activities, and initiating the revegetation process, with project completion projected for 2024.

California Natural Resources Agency
Environmental Enhancement and Mitigation Program

Sierra Foothill Conservancy is the Prime Contractor for Mariposa County for the California Natural Resources Agency (CNRA) Environmental Enhancement and Mitigation Program (EEMP) funded restoration project on Phase 3 of the Mariposa Creek Parkway. The grant, secured through a successful proposal developed by SFC in partnership with Mariposa County, works in conjunction with the CNRA-funded Urban Greening (UG) Grant project. Both the EEMP and UG projects build upon the groundwork laid by the preceding WCB-funded project, enhancing SFC's ongoing efforts. SFC's deep understanding of the project area and grant details stems from its role as the principal grant writer for the CNRA proposals and as the executor of ongoing restoration and enhancement projects.

Mariposa County Integrated Housing and Mobility Strategy

Mariposa County, CA

STATE OF IMPLEMENTATION
Complete

CLIENT REFERENCE
Mikey Goralnik, PLA, AICP, LEED Green Associate
Community Design and Development Planner
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The County of Mariposa, in partnership with Yosemite National Park, spearheaded an effort to address the housing and mobility challenges that negatively impact the quality of life of Mariposa County residents and visitors. The integrated housing and mobility approach analyzes infrastructure and community resources, and applies an understanding of local challenges ranging from traffic conditions to development challenges and environmental hazards. Ultimately, it establishes and a vision to incentivize and support affordable housing and mobility options for all Mariposans.

The partnership with Yosemite National Park is important because the Park is both a major attraction for visitors and residents of Mariposa County, and also a major employer. In order to protect the natural resources within the Park, there are major spatial constraints on development, and there is insufficient housing to accommodate the wide network of Park visitors, Park employees, and the range of non-profits and concessioner employees that are vital to park operations. Housing options outside the Park are affected by the conversion of the historic long term rental market to short term rentals due to high demand by Park Visitors

adding additional strain on year-round housing options for Mariposa's workforce at all price points. The limited housing options force many employees to make difficult and unsustainable choices. They can either find housing farther away from the Park, which further stresses the already stressed transportation network, or they can seek employment outside of the Park and County, depleting Yosemite's workforce and contributing to a rural gentrification effect.

This project seeks to address this deficiency by planning for transit-oriented development in a rural context, with housing and transportation that connects Mariposa and other key county gateway communities with its major workforce center – Yosemite National Park. The project examines the key nexus between workforce and special needs housing development and an active transportation network, through operational strategies, policy recommendations, and physical site plans. By addressing the needs of these county residents, beneficial effects will also extend to visitors and tourists that also rely on county infrastructure. Paired with this are new models of workforce housing that create community places, increase affordability and supply of housing, and foster healthy lifestyles for a more livable Mariposa County.

5

PROPOSAL DOCUMENT

OUR APPROACH

Design

Our approach to the design of the project weighs the grant requirements with the end user experience, construction dollars, and permitting requirements.

As an example, we could see benefits from considering the Site Grading, Creek Access, and Creek Crossing as an integrated element. After last winter's flooding, sections of creek bank slumped and gave way. While the areas of biggest concern were patched, this is a concern going forward if significant amounts of money are going to be invested in these zones. It might make sense to focus work on creek bank to a limited area, both for construction purposes but also to limit impact on other areas. Multiple designed touch points at the creek through this section might feel like overkill, understanding that nothing is really stopping people from getting to the creek where they want to anyway. At the same time, a disbursed approach that spreads out lighter impacts over a larger area might make sense. Considerations such as this feed the design options on the opposite page, and will be important to navigate early in the process.

Budget Considerations

The grant amount awarded for the work is no small sum, but our team acknowledges that in order to accomplish the goals as outlined, decisions will need to be made to allocate resources in a smart way. With this in mind, the approaches shown on the next page try to offer different means of prioritizing improvements in the creek corridor, while still delivering the grant requirements. A critical consideration is the funding available for permitting needs. Our team has identified the regulatory trajectory for this project, and it is extensive, especially if we pursue interventions that impede upon the ordinary high water line of the creek. This triggers significantly more up front effort, but the resulting experience will be that much more powerful for visitors. A decision may need to be made that maximizes the benefits while minimizing, to the extent possible, the regulatory hurdles.

Importantly, before commencing any of the work, we believe a focused effort needs to be undertaken to understand more fully the implications of the budget and what can be accomplished. It may be possible that a request for grant augmentation funding should be pursued, which would not only ensure an adequate permitting process but could also unlock additional benefits, including:

- Erosion control throughout Phase I and II.
- Stroming Road improvements and redoing the existing Creek Parkway, which is in disrepair (especially from root intrusion).
- Improved connectivity to local businesses.
- Improved accessibility through more robust materials and grading.

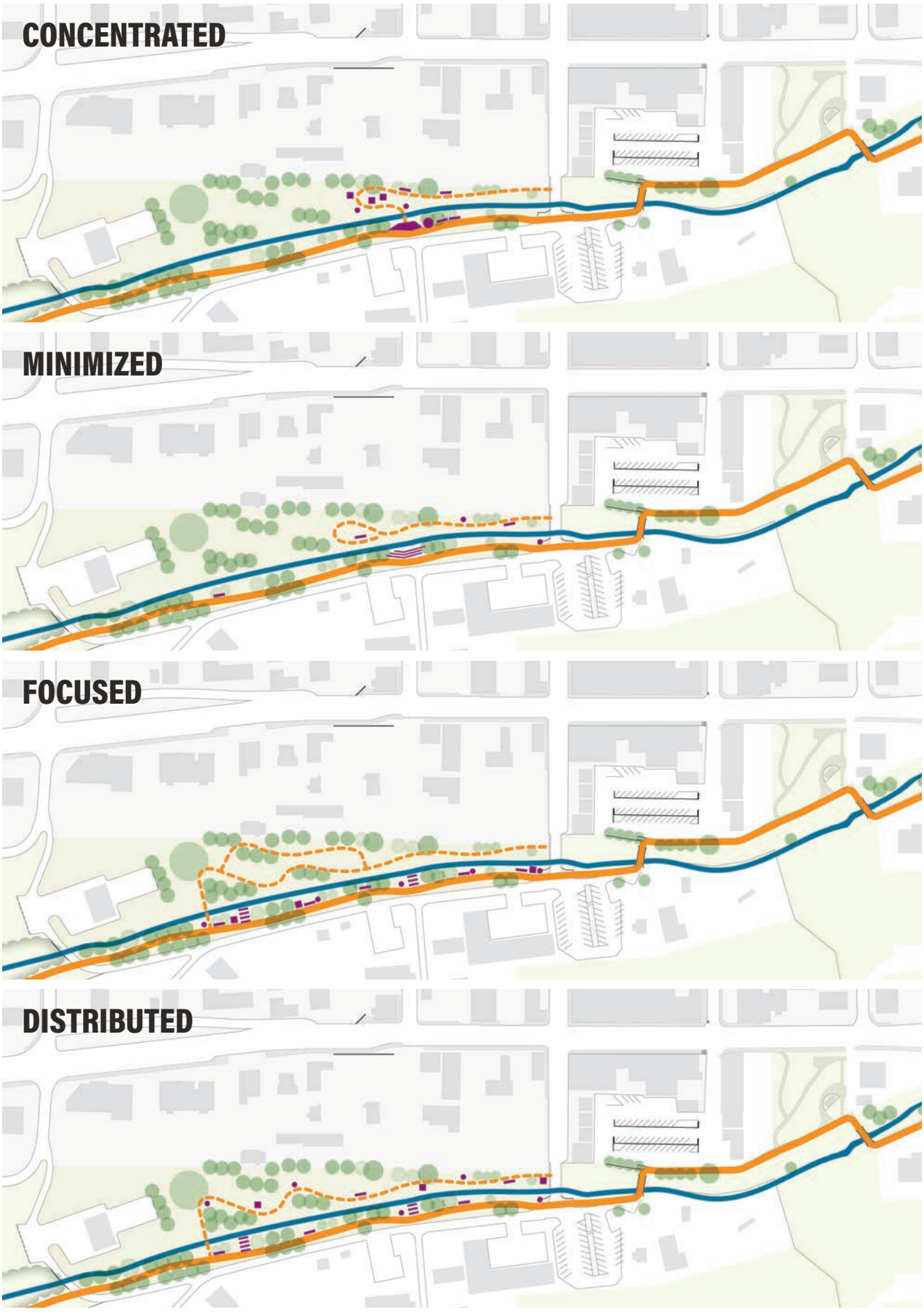
Engagement Plan

For this assignment, we envision a focused engagement exercise centered around choosing a design strategy that is appropriate to the site. Collecting input on what the community would like to see for this stretch of creek is important, because it is perhaps the most heavily-traveled section of the Parkway. The options shown on the opposite page depict examples of approaches that each have their advantages. This would give the project team a solid foundation for advancing a design that nests into the site and doesn't feel intrusive. On the whole, Phase II should feel like a lighter touch, as it is bounded on either side by the new Trailhead Park and the Arts Park. Phase I is more constricted by steep creek banks, and the focus in this zone is focused on habitat restoration. As well, the team will continue their ongoing engagement with tribal representatives from the Southern Sierra Miwuk Nation, who have been involved in the Phase III work and offer valuable perspectives. This relationship will be helpful for considering planting, interpretive signage, and the overall level of access enhancements and design strategy.

Big Picture

This team has the knowledge base to be thinking about the bigger picture for this project and how it fits into the Mariposa Creek Parkway. We are aware of all the moving parts in this complicated layering of funding and implementation. Through our foundational work on the Mariposa Creek Parkway Master Plan, and the subsequent implementation projects, we are well-positioned to guide this project to a fruitful outcome.

Importantly this also includes the ability to leverage other work toward the objectives of this project. For example, since the Trailhead Park, ATP, and Hillside Trails projects are creating a family of signage and identity elements for the corridor, these can be easily adapted to the needs of Phase II and Phase I. This may also apply to things such as lighting and site furnishings, helping make this project more streamlined and cost-effective.


CONCENTRATED
MINIMIZED
FOCUSED
DISTRIBUTED

REGULATORY STRATEGY

The County of Mariposa has received an Urban Greening Grant from the State of California, The Natural Resources Agency, Department of Parks and Recreation Office of Grants and Local Services for renovations to the existing Mariposa Creek Parkway. The parkway is a linear park located along Mariposa Creek in the town of Mariposa, in Mariposa County, California.

When completed, the Mariposa Creek Parkway will improve plant habitat along the parkway and also provide a variety of community-driven recreational programs. It will function as an active transportation resource, linking residents and visitors to neighborhoods, businesses, and tourist amenities, while conserving and interpreting the distinctive beauty of the Sierra Foothill riparian landscape. It will provide engaging opportunities for creative placemaking projects like public art and performance, and it will build community by establishing a unique and compelling space for Mariposa to gather.

Below is the CEQA compliance scope of work based on the following information provided in the County's Request for Proposals for the Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements. Phase I and II involve:

- eradication of the two most prolific invasive non-native plant species present on the Parkway, Himalayan blackberry (Rubus armeniacus) and tree of heaven (Ailanthus altissima) through manual, chemical, and prescribed burning techniques in partnership with the Southern Sierra Miwuk Nation;
- revegetating the riparian area with native species that support ecological and cultural objectives;
- expanding access with 1,600 linear feet of soft trail (one with a new pedestrian bridge that may be a low water bridge)and additional access points, and enhancing access with recreation installments such as benches, picnic platforms, picnic tables, lighting and seating areas; and establishing natural history interpretive signs and other visual/ educational elements; and
- completing all permitting and environmental compliance activities necessary to ensure full implementation of these landscape and access improvements.

We expect the appropriate CEQA compliance would be a category exemption (CE) based on the type of work listed above. However, because of the proposed new bridge, a mitigated negative declaration (MND) may be more appropriate. Therefore, our proposal includes two options, one for a CE, and one for an MND.

A delineation of aquatic resources is needed to support necessary permit applications. ECORP is aware that a delineation was conducted by Live Oak Associates in 2021 and 2022 and appears to encompass the Phase I/ II Project site. The suite of regulatory permits required for the Project will depend on whether impacts (ground disturbance) will occur below the ordinary high water mark of Mariposa Creek. Any ground-disturbing activities below the ordinary high water mark will require permit authorization under Clean Water Act Section 404 through the U.S. Army Corps of Engineers (USACE), and Section 401 through the Central Valley Regional Water Quality Control Board. However, if the trail crossing can be designed such that no impacts occur below the ordinary high water mark, these permits would not be required and permitting costs may be reduced considerably. ECORP staff are knowledgeable regarding permitting and agency requirements, and we would collaborate with the County and the Project Team to determine the best strategy to secure permit authorizations while minimizing costs to the County.

If a USACE permit is required, the USACE must consult with U.S. Fish and Wildlife Service (USFWS) on any potential effects on species listed pursuant to the Endangered Species Act, and with tribes and the State Historic Preservation Office (SHPO) to determine any potential effects on cultural and historic resources and

fulfill requirements of the and the National Historic Preservation Act. ECORP anticipates that a biological assessment will be prepared to support the consultation with USFWS. However, ECORP understands that a Cultural Resource Inventory Report is anticipated to be prepared by the consultant selected under a separate contract and is not a part of the scope of this proposal.

Listed wildlife species known or anticipated to occur within the Project site include Northwestern Pond Turtle, which has been documented to occur in the Project area. The USFWS issued a proposed rule to list Northwestern Pond Turtle as Threatened under the Federal Endangered Species Act on October 2, 2023, with the comment period ending December 4, 2023 and finalization of the listing expected shortly after. In addition, the site represents potential habitat for the Southern Sierra Distinct Population Segment (DPS) of Foothill Yellow-Legged Frog, which was recently listed by the USFWS as endangered and is also listed as endangered per the California Endangered Species Act. The site may also contain potential habitat for California Red Legged Frog, which is listed as threatened per the Federal Endangered Species Act. ECORP is also aware of the presence of beavers near the Project site. One-time beaver dam removal and/or installation of devices such as "beaver deceivers" can be included in the Streambed Alteration Agreement from CDFW; alternatively, a Routine Maintenance Agreement between the County and CDFW would allow for long-term maintenance related to beavers or other ongoing maintenance activities requiring CDFW approval (however, a routine maintenance agreement is not included in this proposal since it is beyond the scope of the current Project).

Restoration and construction activities that affect the creek (below or above the ordinary high water mark) or riparian vegetation require a Streambed Alteration Agreement from CDFW. ECORP will prepare an application to obtain a new Streambed Alteration Agreement for the low-water trail crossing in Phase 2 and the Phase 1 riparian restoration activities, and will request a time extension for the existing Streambed Alteration Agreement for Phase 2 riparian restoration activities.

To fulfill mitigation requirements, a Restoration Plan will likely be required by the regulatory agencies to describe restoration methods, performance standards and monitoring requirements for the created creek channel, riparian plantings, and invasive species.

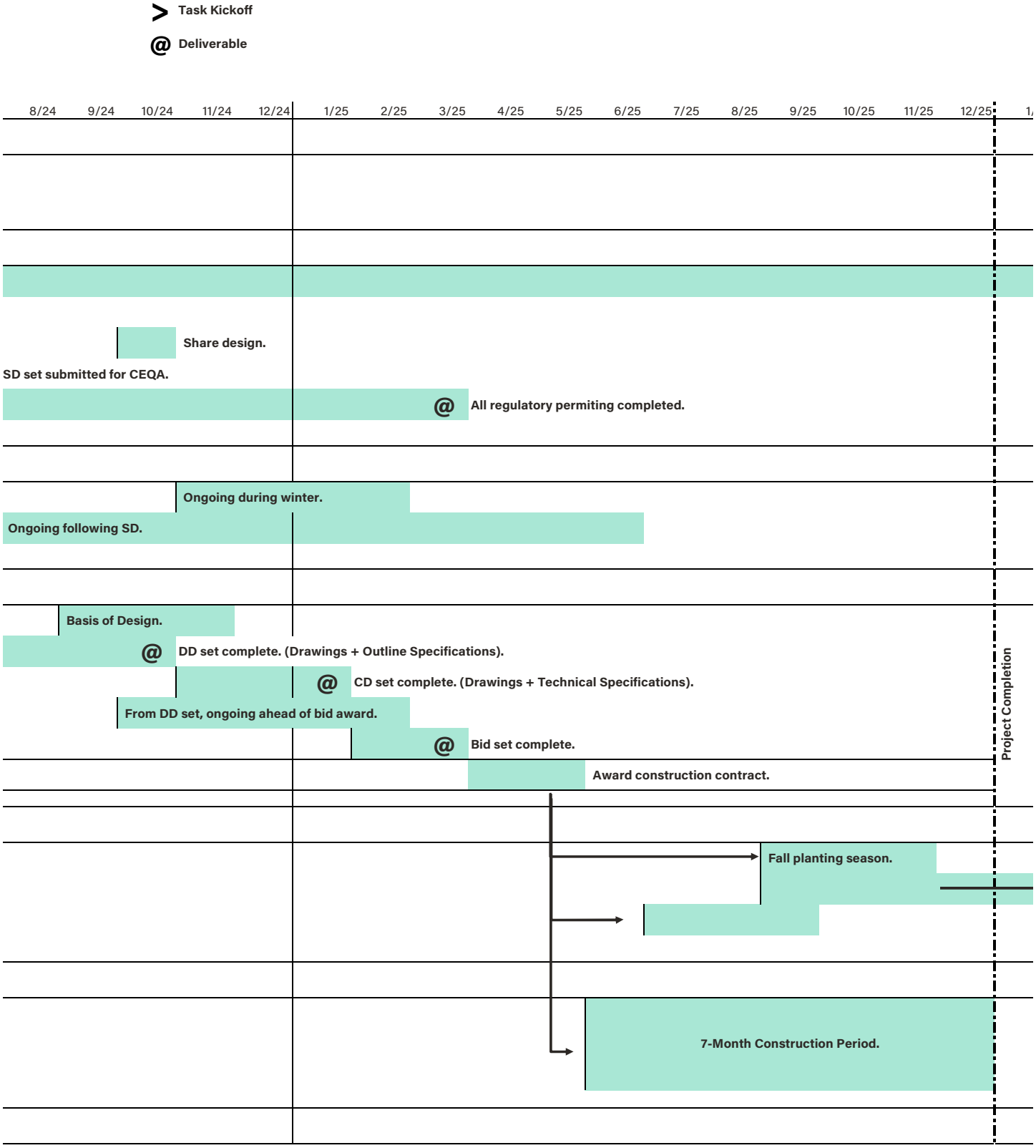
Potential additional tasks not included in this proposal include tasks occurring immediately prior to, during, and after construction such as preconstruction wildlife surveys, worker environmental awareness training, construction monitoring, and success monitoring pursuant to the Restoration Plan.

11/7/2023

Mariposa Creek Parkway Phase I & II Restoration and Public Access Enhancements

SCHEDULE

		MONTH	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24
		PRE-KICKOFF ADMINISTRATION								
	Contracting.									
	Determine need for grant augmentation.									
TASK 1	**30% DESIGN AND CEQA / PERMITTING**									
1A	Project Management		**Ongoing through project timeline. Establish monthly check-ins.**							
1B	Site Survey					@	**Survey Complete.**			
1C	Engagement						> @	**Engagement Results.**		
1D	Schematic Design (30%)								@	
1E	Permitting								>	
TASK 2	**INVASIVE SPECIES REMOVAL AND NURSERY / PLANT PREP COORDINATION**									
2A	Invasive Species Removal									
2B	Nursery / Plant Prep Coordination									
TASK 3	**100% DESIGN**									
3A	Confirm Design Direction (Engagement + Permitting Feedback)									
3B	Design Development (60%)									
3C	Construction Documentation (90%)									
3D	Local Permits									
3E	Bid Set (100%)									
		BIDDING								
TASK 4	**RESTORATION PLANTING IMPLEMENTATOIN**									
4A	Trees, Shrubs, Groundcover, Perennials									
4B	Labor + Monitoring									
4C	Irrigation									
TASK 5	**COMPLETED CONSTRUCTION AND PROJECT OPENING**									
5A	Parking Lot Enhancements									
5B	Access Enhancements									
5C	Site Work									
		PROJECT CLOSEOUT								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Share design.
SD set submitted for CEQA.
@ All regulatory permiting completed.
Ongoing during winter.
Ongoing following SD.
Basis of Design.
@ DD set complete. (Drawings + Outline Specifications).
@ CD set complete. (Drawings + Technical Specifications).
From DD set, ongoing ahead of bid award.
@ Bid set complete.
Award construction contract.
Fall planting season.
7-Month Construction Period.
Project Completion

PROPOSED BUDGET

Adjustment / Alteration
Team Value Add
Strategic Coordination Option

Pre-Construction // Non-Construction	Quantity	Unit	Total Costs	Comment
Grant Administration	$ -	$ -		
Project Management	1	LS	$20,000	
Pre-award CEQA / Permitting	$ -	$ -		existing wetland delineation work and biological site assessments by SFC
CEQA / Permitting	1	LS	$55,000	varies significantly depending on crossing design strategy
Pre-award Engagement	$ -	$ -		build upon existing community engagements since Master Plan
Engagement	1	LS	$8,000	reduced slightly; focused on selecting preferred alternative + tribal consultation
Pre-award Design (PS&E)	$ -	$ -		leverage ongoing Master Plan implementation projects
Design + Design Contingency (PS&E)	1	LS	$142,350	increased w/ contingency funds, trails overage, engagement, crossing/acess reductions
		Task Subtotal	**$225,350**	remains under 25% of grant total
Site Work				
Pre-award Invasive species removal	1	LS		WRT + SFC existing knowledge base from Phase III removal
Invasive species removal	1	LS	$82,500	
Site Grading	1	LS	$25,000	extensive erosion from winter flooding needs to be addressed; co-locate crossing and access point where earthwork is already needed
Decomposed Granite Soft Trails	500	LF	$25,000	path extents reduced, but DG cost is likely $50/LF; could explore other surface options
Aluminum Edging	1,000	LF	$10,000	both sides of the path need edging; explore options that don't need edging
Misc. Materials (Gravel, Woodchips)	1	LS	$2,500	
Stepstone creek crossing	1	LS	$15,000	design together with creek access and site grading for construction savings
Electrical & Lighting	1	LS	$20,000	
Environmental Interpretive / Educational Exhibits & Signage	1	LS		leverage ongoing Master Plan implementation projects
Cultural Interpretive / Educational Exhibits & Signage	1	LS	$8,000	leverage ongoing Master Plan implementation projects
Funding Acknowledgement Sign	1	LS	$2,000	
		Task Subtotal	**$190,000**	
Access Enhancements				
Benches	6	EA	$9,000	
Creek access point and seating area	1	LS	$28,000	design together with crossing point and site grading for construction savings
Trail kiosk	1	LS	$5,000	
Picnic Platforms / Tables	3	EA	$13,500	
		Task Subtotal	**$55,500**	
Planting				
Trees	180	EA	$100,000	
Shrubs, Groundcover, Perennials	20,000	SF	$200,000	
Water Saving Irrigation	1	LS	$10,000	
Parking Lot Enhancements (not including trees)	1,000	SF	$16,000	
Pre-award planting implementation labor	20,000	LS		
Planting implementation labor	20,000	LS	$20,000	
Pre-award success criteria & planting survivorship monitoring	10,000	EA		
success criteria & planting survivorship monitoring	10,000	EA	$30,000	
		Task Subtotal	**$376,000**	
		Construction Subtotal	**$621,500**	
		Construction Contingency:	$25,000	clarified design vs construction contingency dollars
		Overall Subtotal	**$846,850**	
		Construction Management & Administration:	$40,000	reduced and allocated difference to Design
		Total	**$911,850**	

Overall Project Cost	**$911,850**

EA = Each, LS = Lump Sum, LF = Linear Feet, SF = Square Feet, SY = Square Yard, CY = Cubic Yard, TN = Ton, AC = Acre

WRT FEE PROPOSAL

		PRE-CONSTRUCTION				CONSTRUCTION
		WRT	SFC	P&P	ECORP	
		Landscape Architecture	Engagement + Habitat Restoration	Civil +Structural Engineering	Permitting	
TASK 1	**30% DESIGN AND CEQA / PERMITTING**					
1A	Project Management	$ 10,000.00	$ 10,000.00			
1B	Site Survey			$ 15,000.00		
1C	Engagement	$ 4,000.00	$ 4,000.00			
1D	Schematic Design (30%)	$ 15,000.00		$ 12,500.00		
1E	Permitting				$ 55,000.00	
		$ 29,000.00	**$ 14,000.00**	**$ 27,500.00**	**$ 55,000.00**	**$ -**
TASK 2	**INVASIVE SPECIES REMOVAL AND NURSERY / PLANT PREP COORDINATION**					
2A	Invasive Species Removal					$ 82,500.00
2B	Nursery / Plant Prep Coordination					$ 6,000.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 88,500.00**
TASK 3	**100% DESIGN**					
3A	Confirm Design Direction (Engagement + Permitting Feedback)	$ 4,000.00				
3B	Design Development (60%)	$ 10,000.00		$ 10,000.00		
3C	Construction Documentation (90%)	$ 10,000.00		$ 10,000.00		
3D	Local Permits			$ 5,000.00		
3E	Bid Set (100%)	$ 5,000.00		$ 4,000.00		
3F	Design Contingency	$ 41,850.00				
		$ 70,850.00	**$ -**	**$ 29,000.00**	**$ -**	**$ -**
TASK 4	**RESTORATION PLANTING IMPLEMENTATOIN**					
4A	Trees, Shrubs, Groundcover, Perennials					$ 298,000.00
4B	Labor + Monitoring					$ 46,000.00
4C	Irrigation					$ 10,000.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 354,000.00**
TASK 5	**COMPLETED CONSTRUCTION AND PROJECT OPENING**					
5A	Parking Lot Enhancements					$ 16,000.00
5B	Access Enhancements					$ 55,500.00
5C	Site Work					$ 107,500.00
		$ -	**$ -**	**$ -**	**$ -**	**$ 179,000.00**
	SUBTOTAL	**$ 99,850.00**	**$ 14,000.00**	**$ 56,500.00**	**$ 55,000.00**	**$ 621,500.00**
	CONSTRUCTION ADMINISTRATION	$ 11,500.00	$ 20,000.00	$ 8,500.00		
	TEAM SUBTOTALS	**$ 111,350.00**	**$ 34,000.00**	**$ 65,000.00**	**$ 55,000.00**	
	CONSTRUCTION CONTINGENCY					$ 25,000.00
	GRAND TOTAL	**$ 911,850.00**				

6

PROJECT STAFF

ABOUT OUR PARTNERS

Our team is supplemented with expertise from trusted partners in their respective industries with whom WRT has strong working relationships.

Sierra Foothill Conservancy

Habitat Restoration + Engagement + Permitting

Sierra Foothill Conservancy (SFC) is a nonprofit land trust operating since 1996 to safeguard the environment across Mariposa, Madera, Merced, and Fresno Counties. As an accredited organization, SFC is focused on protecting open spaces, supporting a healthy local economy, and improving air and water quality through practical conservation strategies.

The Conservancy's expertise encompasses landowner negotiations, grant funding assistance, and community outreach, with an emphasis on educational initiatives in land stewardship. Through its actions, SFC aims to preserve the natural beauty and ecological integrity of the region for current and future enjoyment.

Provost & Pritchard

Civil/Structural Engineering + Permitting

Provost & Pritchard Consulting Group has been a hallmark of engineering excellence since its foundation 55 years ago in Fresno, California. Known for its detailed knowledge of local conditions and a strong rapport with city agencies, the firm excels in a range of services, from street and trail infrastructure projects to master planning and regulatory compliance. Their team's skills in feasibility studies, hydraulic modeling, land surveying, construction administration, and environmental compliance demonstrate a comprehensive approach to city and district engineering. By acting as an extended staff for several communities, Provost & Pritchard ensures that projects are delivered successfully and local water and sewer systems are supported effectively post-completion.

The firm's extensive service offerings encompass civil, structural, and environmental engineering, surveying, municipal infrastructure design, water treatment, and more. Their strategic planning for phased development and adeptness in site-specific challenges, such as grading and drainage, are complemented by their proficiency in right-of-way coordination and construction management. By addressing all aspects of a project from planning to execution, Provost & Pritchard provides integrated solutions that align with their clients' objectives and community needs.

ECORP

Permitting

ECORP Consulting, Inc., founded in 1987, specializes in environmental compliance for public and private landowners. The firm offers an array of services, from baseline environmental studies to environmental planning, permitting, and compliance reporting. ECORP's team is composed of a wide range of experts including biologists, wetland and restoration specialists, and analysts in water resources, air quality, noise, and more, equipped with the latest technologies like drones and GIS.

Known for technical proficiency and a comprehensive grasp of environmental regulations, ECORP has built robust relationships with federal and state agencies, mastering the intricacies of laws like the Clean Water Act, NEPA, and California's CEQA and CESA. Their expertise in navigating complex regulatory processes makes them a go-to consultant for ensuring environmental compliance in projects requiring meticulous oversight and sophisticated environmental understanding.

TEAM ORGANIZATION

MARIPOSA COUNTY 18 50 HOME OF YOSEMITE

WRT

PRIME CONSULTANT

PROJECT MANAGER
Andrew Dawson
Senior Associate | Landscape Architect

PRINCIPAL-IN-CHARGE
John R. Gibbs
Principal | Landscape Architect + Urban Designer

KEY STAFF
Peter Trio
Associate | Landscape Architect

Keling Ni
Landscape Designer

Sierra Foothill Conservancy
Habitat Restoration + Engagement + Permitting

Bridget Fithian
Executive Director

Provost & Pritchard
Civil/Structural Engineering + Permitting

Michael Osborn
Principal Engineer

Bryan Bowers
Licensed Surveyor

ECORP
Permitting

Taraneh Emam
Project Manager/Senior Conservation Biologist

Peter Balfour
Vice President/Principal

Matt Trask
Senior Environmental Planner

ANDREW DAWSON

WRT

PLA, ASLA, APA
SENIOR ASSOCIATE | LANDSCAPE ARCHITECT

PROJECT ROLE: PROJECT MANAGER

PROJECT EXPERIENCE

Project Award +

Mariposa Creek Parkway Master Plan + Implementation Projects +
Mariposa, CA

Mariposa County Integrated Housing and Mobility Study (IHMS)
Mariposa, CA

San Joaquin River Parkway
Access & Activation Plan
Fresno, CA

Tunitas Creek Beach Improvement
San Mateo County, CA

Guy Park Manor:
Environmental Education & Resiliency Park
Amsterdam, NY

Reimagine the Canals Competition
Mohawk Valley, NY

Groveland Park Amenities Study and Plan
Groveland, CA

Roanoke County Explore Park
Roanoke, VA

Dan River Mills Innovation Campus
Danville, VA

Wolf's Hollow County Park
West Chester, PA

Larimer/East Liberty Park
Pittsburgh, PA

FDR Park Master Plan +
Philadelphia, PA

Kemp Mill Urban Park
Wheaton, MD

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Principal Financial Group
Campus Master Plan
Des Moines, IA

11th Street Bridge Park Competition
Washington, DC

Bucks County Community College
Campus Core
Newtown, PA

With a background in physical geography, Andy has an MCP and MLA from the University of Pennsylvania, and his work revolves around navigating the scale shifts between these complementary disciplines. From a field office in Denver, he works between both of WRT's offices, guiding strategic approaches to projects and teams across the country. Andy's practice interests span from urban to rural, coast to interior, always with an attention to local context and place. Current engagements center around balancing recreational access and resource protection in destination and gateway communities at the interface of infrastructure and wilderness. Andy has extensive experience working with Mariposa County on a wide range of initiatives, including the Mariposa Creek Parkway Master Plan— a vision and plan for a large and interconnected regional trail system that will boost economic development in Mariposa County—and the Mariposa County Integrated Housing and Mobility Study, which establishes and a vision to incentivize and support affordable housing and mobility options for all Mariposans.

EDUCATION

University of Pennsylvania, *Master of Landscape Architecture*

University of Pennsylvania, *Master of City Planning*

State University of New York (SUNY) Geneseo, *Bachelor of Arts, Geography*

AFFILIATIONS + AWARDS

American Society of Landscape Architects

American Association of Geographers

American Planning Association

Licensed Landscape Architect: PA

ENGAGEMENT

Guest Lecturer: UC San Diego, UC Davis, Cal Poly SLO

Instructor: PennDesign Department of City Planning

Visiting Critic: PennDesign, Penn State, Columbia GSAPP, Univ. of Utah

Contributing Author: *Fresh Water: Design Thinking for Inland Water Territories*

JOHN R. GIBBS

WRT

ASLA, LEED AP
PRINCIPAL | LANDSCAPE ARCHITECT + URBAN DESIGNER

PROJECT ROLE: PRINCIPAL-IN-CHARGE

PROJECT EXPERIENCE

Project Award +

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP) +
San Francisco, CA

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)
Cleveland, OH

Bay Area Resiliency Hot Spots
San Francisco, CA

MTC Priority Conservation Areas Refresh
San Francisco, CA

Oakland Estuary Park
Oakland, CA

San Lorenzo Creekway & Foothill Trail Master Plan
Alameda County, CA

Mariposa Park @ UCSF Mission Bay
San Francisco, CA +

Benicia Parks & Recreation Master Plan
Benicia, CA

East Palo Alto Parks Master Plan
East Palo Alto, CA

Tunitas Creek Beach Improvements
San Mateo County, CA

Oakland Waterfront Trails
Oakland, CA

Our Parks, Our Future 2020-2030: Austin Parks Long-Range Plan +
Austin, TX

Glen Canyon Park Improvement Plan
San Francisco, CA +

Lake Merritt Park Master Plan & Implementation Projects +
Oakland, CA

Mariposa Creek Parkway Master Plan
Mariposa, CA +

Fresno Parks Master Plan
Fresno, CA

John shares WRT's deep commitment to environmentally rooted planning and design excellence. His work reflects his belief that open space infrastructure—whether at the scale of regional park systems, riverfronts, city parks, livable streets, or active plazas—is a crucial, integral part of creating quality urban environments. He is a practice leader in WRT's Parks & Open Space and Community Design practices, where he advances community and ecological resiliency in all WRT projects. Community engagement is fundamental to all facets of his work and his outreach skills are valued by clients who seek positive outcomes rooted in productive public dialogue. John has planned and designed a number of parks, including Santa Monica Beach and Palisades Park Improvements in Santa Monica; Eastshore State Park and Lake Merritt Park in Oakland; Balboa Park Rose Garden in San Diego; Glen Canyon Park, Mariposa and Mission Creek Parks in San Francisco; Nevin Park in Richmond; and the Mariposa Creek Parkway in the Sierra Foothills of California. John's Austin experience includes the award winning Our Parks Our Future: Long Range Plan for Parks.

EDUCATION

University of California, Berkeley, *Master of Landscape Architecture*
University of California, Davis, *Bachelor of Landscape Architecture*

AFFILIATIONS + AWARDS

CA Landscape Architect #4417

American Society of Landscape Architects (ASLA)

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP), Award of Excellence - Innovation in Green Community Planning, Northern California Section CA APA, 2022 // Merit Award - Planning, California Trails & Greenways Foundation, 2021

Our Parks, Our Future 2020-2030: Austin Parks Long-Range Plan, 2020

Glen Canyon Park Improvement Plan, Merit Award, ASLA Northern CA Chapter, 2019

Mariposa Creek Parkway Master Plan, California Trails & Greenways Foundation, 2020

Lake Merritt Park Master Plan, APA-CC, Great Places Award, 2019

Mariposa Park, ASLA-NCC Merit Award, 2018

ENGAGEMENT

City Parks Alliance Park Study Tour, Austin, TX (Nov 2020)
Greenbelt Alliance Board Member

Bringing Back Broadway - 2019 National APA Conference Tour

Resilient by Design, Research Advisor (2018)

PETER TRIO

WRT

ASSOCIATE | LANDSCAPE ARCHITECT

PROJECT ROLE: LANDSCAPE ARCHITECT

Peter is a landscape designer with 8 years of experience. He is motivated by the process of evolution and refinement. As a designer, he appreciates the challenges of addressing the needs of a complex world during a turbulent time. Through this lens, he co-founded The Thirdscape Initiative which focused on the succession of our suburban retail landscapes, so they may evolve towards socially productive, ecologically resilient, and economically independent communities, and was a result of his 2017 Thesis at UC Berkeley. Peter brings the leadership, dedication, creativity and collaborative spirit carried through this initiative to all of his work. He has served as job captain, project manager, and designer on various projects throughout The Bay including several planning projects guided by community feedback and adhering to city plans. His responsibilities have involved detailing of complex and highly integrated landscapes with engineers, architects, and consultants; drafting design documents in conjunction with city planning departments; sketching, drafting, and conducting construction administration.

PROJECT EXPERIENCE

Project Award +

Hesperian Boulevard Streetscape
Alameda County, CA

Paragon Point Open Space Improvements
Redwood City, CA

Blossom Hill VTA Station Mixed-Use TOD
San José, CA

Microsoft Silicon Valley Campus
Mountain View, CA

Lower Stilwell Neighborhood Plan
Marina, CA

Hercules Bayfront Development - Block N
Hercules, CA

St. Helena Architectural Feasibility Planning/Visioning
St. Helena, CA

Mission Bay Park P27
San Francisco, CA

Tracy Citywide Parks, Recreation and Trails Master Plan Update / Nature Park Study & Grant Application Support
Tracy, CA

Marin City Intergenerational Garden
Marin City, CA

Calwa Park Master Plan
Fresno, CA

CSU Fullerton Physical Master Plan
Fullerton, CA

Ashland Common
Alameda County, CA

Vista Grande Canal Project
Daly City, CA

Mateo Street Park Master Plan
Ashland, CA

Albany Bulb Art Installation
Albany, CA

Vista Grande Canal Project
Daly City, CA

EDUCATION

University of California, Berkeley, *Master of Landscape Architecture*
University of Wisconsin, Milwaukee, *Bachelor of Architecture, Minor in Business, Certificate in Urban Planning*

AFFILIATIONS + AWARDS

Geraldine Knight Scott Fellowship Germany & France, 2017
International Workshop, Portoviejo, Ecuador, 2017
Green Infrastructure Awards (Various), St. Louis - New Orleans - Milwaukee, 2014-2015
Leenhouts Memorial Scholar, Milwaukee, 2012
AIA Wisconsin Architecture Foundation Scholar - 2013

ENGAGEMENT

UC Berkeley, LA 202 Graduate Design Studio Teaching Assistant, Spring 2017
SF LGBT Center, Volunteer Referral Specialist for LGBT refugees, 2018-2019

KELING **NI**

LANDSCAPE DESIGNER

PROJECT ROLE: LANDSCAPE DESIGNER

PROJECT EXPERIENCE

Project Award +

Mariposa Creek Parkway Master Plan
Implementation Projects +
Mariposa, CA

Mountain View Parks Master Plan
Mountain View, CA

Lawrence Berkeley National Laboratory
Campus Master Plan
Berkeley, CA

Shanghai Xuhui Waterfront Parcel Project
Landscape Design
Shanghai, China

Beijing Deloitte University Campus Landscape Design
Beijing, China

Beijing Jinzhan Characteristic Features and Public Space - international Cooperation Zone (Proposals)
Beijing, China

Beijing Xingfa Cement Plot Renovation Project
Landscape Design
Beijing, China

Hongkong Land Beijing Lize Mix-use Project
Landscape Design (Proposals)
Beijing, China

**projects in italics completed prior to Keling joining WRT*

Keling Ni is a landscape designer at WRT with a dedicated focus on creating compelling design narratives from conceptualization to implementation. With a passion for the life cycle of landscape design—from concept to detailed material selection and implementation—Keling is particularly interested in campus and urban park design projects that positively impact communities. Inspired by the transformation of spaces, she brings valuable experience from her work on significant projects in China like the Shanghai Xuhui Waterfront, Beijing Deloitte University Campus, and several urban renovation proposals. Presently, Keling is contributing to several implementation projects related to WRT's Mariposa Creek Parkway Master Plan, the Mountain View Parks Master Plan, and the Lawrence Berkeley National Laboratory (LBNL) Campus Master Plan. Her expertise is underpinned by a robust technical skill set, including proficiency in a full suite of modern landscape design softwares, and supported by her academic background with a Master of Landscape Architecture from the University of Pennsylvania and a Bachelor of Engineering in Architecture from Shanghai University. Keling's work reflects her deep commitment to creating designs that weave historical context with modern functionality, creating enriching environments for present and future generations.

EDUCATION

University of Pennsylvania, *Master of Landscape Architecture*
Shanghai University, Architecture, *Bachelor of Engineering*

TECHNICAL SKILLS

Rhino, Lumion, Photoshop, Illustrator, InDesign, Lightroom, AutoCAD, ArcGIS, Google Earth Pro, Physical Modeling

Bridget Fithian
Executive Director

Bridget Fithian was born and raised in Mariposa where she developed her love of open spaces. Bridget has worked in land conservation at Sierra Foothill Conservancy since 2009 and in 2015 was selected as SFC's Executive Director. Since taking over as Executive Director, Fithian has doubled the operating budget of Sierra Foothill Conservancy and expanded land acquisition and engagement programming. She oversees over 50,000 acres of conserved lands specializing in creative solutions to achieve conservation goals and working landscape conservation.

Working with seemingly divergent communities from environmentalists to multi-generational cattle ranchers, to public utility districts, Bridget has helped conserve more than 30,000 acres in the central Sierra. Recent projects have established and expanded Mariposa's first publicly accessible preserve- adjacent to local schools and protecting the town's water resource, creating the largest private nature preserve in the Sierra Foothills, connecting 27,000 acres of conserved lands in the San Joaquin River Corridor, and participating in the first Sierra Meadow restoration GHG & carbon sequestration cohort.

Bridget serves as a board member for the California Council of Land Trusts, as Board President of the Sierra Cascade Land Trust Council where she founded and chairs the Policy Committee and serves as a liaison to Sacramento on Sierra Nevada issues. She is honored to be a member of the Land Trust Alliance Leadership & Excellence Program.

Bridget is a graduate of UC Santa Cruz. She lives in Mariposa with her husband and two daughters and enjoys a life filled with family and beautiful open spaces.

SIERRA·FOOTHILL
· CONSERVANCY ·

Michael Osborn, PE, LEED-AP

Principal Engineer

Experience

- ✓ Total Years of Experience: 23
- ✓ Years with Provost & Pritchard: 10

Education

- ✓ B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo
- ✓ Caltrans Local Assistance Resident Engineer (RE) Academy, 2012

Registration/Certifications

- ✓ Civil Engineer, California #66022
- ✓ LEED-AP, 2009

Affiliations

- ✓ Leadership Santa Barbara County, Board of Directors
- ✓ Leadership Fresno, Class 31
- ✓ American Society of Civil Engineers (ASCE)

Areas of Expertise

- ✓ Site Grading Design
- ✓ ADA Site Accessibility Design & Assessment
- ✓ Asphalt Pavement Design, Assessment & Management
- ✓ Stormwater Quality & Quantity Management
- ✓ Hydrologic & Hydraulic Design of Storm Drainage and Sanitary Sewer Gravity Flow Systems and Basic Pressure Water Systems
- ✓ Street Design
- ✓ Lot Layout & Subdivision Design
- ✓ Institutional & Commercial Design

Professional Summary

Michael Osborn is a principal engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Relevant Experience

- City Engineer, City of Mendota, California
- On-Call City Engineering Services, City of Dinuba, California, Project Manager
- Grading and Drainage Plan Check Services, City of Santa Clara, California, Plan Check Engineer
- Street Reconstruction of Various Streets, Mendota, California, Project Engineer and Construction Manager
- Mariposa Creek Phase III Implementation, County of Mariposa, California, Project Manager
- Mariposa Creek Phase IV Special Plan, County of Mariposa, California, Project Engineer
- Mariposa Gateways Enhancements, County of Mariposa, California, Project Engineer
- Packwood Creek Trail, City of Visalia, California, Project Manager
- Courthouse Park Transit Center Improvements Project, City of Fresno, California, Project Manager
- Mendota Elementary Pedestrian Improvement Project, Mendota, California, Project Engineer and Construction Manager
- Fulton Mall Reconstruction Project, City of Fresno, California, Project Engineer
- Tracts 5531 & 6124 - Centex Homes (now Pulte Group), Fresno, California, Project Manager
- Pervious Pavement Project Downtown Visalia Parking, Prop. 84, Visalia, California Project Manager
- Cultural Arts District Park, City of Fresno, California, Project Engineer
- ADA Assessment and Barrier Transition Plan, Community Regional Medical Center, Fresno, California, Project Engineer

Bryan Bowers, PLS

Licensed Surveyor

Education

- ✓ B.S. Geomatics Engineering, California State University, Fresno

Registration/Certifications

- ✓ Professional Land Surveyor, California #8469

Areas of Expertise

- ✓ Topographic Surveys
- ✓ ALTA Surveys
- ✓ Boundary Surveys
- ✓ Geodetic & Conventional Control Surveys
- ✓ Construction Staking

Professional Summary

Bryan Bowers is a land surveyor at Provost & Pritchard with over 20 years of experience in the surveying field. He has been involved with the supervision, planning, and execution of geodetic and conventional control surveys, topographic surveys, subdivision mapping, boundary surveys, subsidence monitoring, UAV observation surveys, ALTA surveys, boundary analysis/legal descriptions and construction staking.

Relevant Experience

- Rehabilitate Wawona Wastewater Treatment Facility, Yosemite National Park, California, Project Surveyor
- China Beach & Rodeo Beach Waste Water Rehabilitation Project, Golden Gate National Recreation Area, California, Survey Project Manager
- Water and Wastewater System Rehabilitation Project, Muir Woods National Monument, California, Project Surveyor
- Surveying Services for Awhahnee Hotel Component C Improvements, Yosemite National Park, California, Survey Project Manager
- Yosemite Institute Education Campus, Siegel & Strain Architects, Yosemite National Park, California, Project Surveyor
- El Portal Sanitary Sewer Rehabilitation Project, Holladay Engineering, El Portal, California, Survey Project Manager
- Environmental Services for the Greenleaf Orchards Ltd. Turnout and Pipeline, Madera County, California, Senior Environmental Planner
- Los Banos Creek Regulation and Storage Project and Proof of Concept Project, San Luis Water District, Merced County, California, Project Surveyor
- Melody Park Splash Park, City of Fresno, California, Survey Project Manager
- Rojas Pierce Park Expansion Project, City of Mendota, California, Project Surveyor
- Restore Visitor the Historic Point Reyes Lighthouse, Point Reyes National Seashore, California, Project Surveyor
- Gary R. Serrato Intertie Facility, Fresno Irrigation District, Fresno County, California, Project Surveyor
- South and Highland Basin, Consolidated Irrigation District, Fowler, California, Project Surveyor
- Raw Water Pipeline, City of Fresno, California, Project Surveyor
- Pipeline Replacement Project, Tranquillity Irrigation District, County of Fresno, California, Survey Project Manager

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Taraneh Emam, Ph.D.

Project Manager/Senior Conservation Biologist

Dr. Emam received her doctorate in Restoration Ecology from University of California, Davis, and has more than 12 years of experience working as an ecologists in California ecosystems, including eight years of experience as a consultant with ECORP. She leads the Rocklin Office's Conservation and Restoration Services, as well as an internal ECORP team that reviews and analyzes new regulations.

Education

Ph.D., Ecology (Restoration Emphasis), University of California, Davis, CA

B.A., Environmental Science, Mills College, Oakland, CA

Professional Experience

Replacement of Existing Ukiah California Conservation Corps Facility – California Real Estate Services Division (2020-Ongoing). Project Manager for a new CCC residential facility in Willits, California. Managed regulatory permitting, agency communication, and preparation of the onsite permittee-responsible mitigation proposal which includes wetland creation, riparian plantings, and preservation of North Coast semaphore grass populations (a state listed species). Coordinates permit compliance during construction, and mitigation related tasks.

North Vineyard Station Drainage Master Plan, Sacramento County – Sacramento County Department of Water Resources (2019-Ongoing). Senior Conservation Biologist providing technical services related to restoration of two re-aligned creeks within the North Vineyard Station Specific Plan Area. Worked with the County and County's engineers to revise the Project's Mitigation and Monitoring Plan, including selection of riparian, wetland, and upland planting palettes, monitoring methods and success criteria. Providing ongoing technical assistance.

On-Call Biological, Cultural, and Regulatory Tasks – County of Lassen (2018-Ongoing). Project Manager for multiple projects throughout Lassen County projects including public works infrastructure projects and remediation of the Robinson Canyon Wetland Mitigation Site. In addition to obtaining all permits (from USACE, RWQCB, and CDFW), Dr. Emam prepared riparian restoration plans for temporary impacts and manages the annual monitoring and reporting of restoration.

Yreka Creek Flood Hazard Reduction Project, Siskiyou County – City of Yreka (2017-Ongoing). The Yreka Creek Flood Hazard Reduction Project will improve flood control, enhance riparian habitat, and support salmonid habitat by widening the Yreka Creek channel, excavating adjacent floodplain areas, creating a braided channel system, and expanding the riparian corridor as well as creating a public greenway system. Dr. Emam acts as Project Manager leading preparation of regulatory permit applications and Mitigation Plans for two project phases, including use of streamlined permitting pathways under the state "Cutting the Green Tape" program, and coordination with USACE, NMFS, RWQCB, and CDFW.

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Peter Balfour

Vice President/Principal Biologist

Mr. Balfour has more than 33 years of professional experience working with fauna and flora of various ecosystems throughout California. As Vice President and Principal Biologist for ECORP Consulting, Inc., his responsibilities include project management, technical interface with biological staff biological resource assessments, special-status species surveys, wetland delineations, impact assessments, mitigation habitat design, invertebrate and floristic identification, state and federal regulatory compliance, educational seminars, and agency liaison. He has conducted and participated in numerous biological resource investigations, peer reviews, jurisdictional wetland delineations and Sections 7 and 10 consultations for public and private sector clients throughout much of California. He regularly conducts assessments of project requirements pertaining to Federal Endangered Species Act and California Endangered Species Act and consults with both state and federal agencies (e.g., California Department of Fish and Wildlife [CDFW], U.S. Army Corps of Engineers [USACE] and the U.S. Fish and Wildlife Service [USFWS]) on threatened and endangered species issues.

He has extensive experience working with a variety of aquatic species. He has worked closely with various resource agencies over the years and served on species recovery teams led by the USFWS. He has also assisted the U.S. Environmental Protection Agency (USEPA)and other members of multi-agency steering committee during the early development of the California Rapid Assessment Method (CRAM). He also has served as a technical advisor to USACE related to delineations of irrigated lands and associated drainages. Over his career, he has developed excellent long-standing working relationships with federal, state, and local resource agencies.

Education

M.S., Biology; California State University, Sacramento

B.S., Zoology; University of California, Davis

Registrations, Certifications, Permits and Affiliations

- U.S. Fish and Wildlife Service, Identification/Collection of California Anostraca, Notostraca (wet season and dry season), California tiger salamander, California red-legged frog, and Giant garter snake: Permit No. 012973-13
- Scientific Collector's Permit (SCI-000108)
- Professional Wetland Scientist (Certificate No.426)- Society of Wetland Scientists

Professional Experience

California State Parks Resource Specialists Professional Services for Projects within California State Parks, Northern Service Center – California Department of Parks and Recreation (DPR)

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Matt Trask

Senior Environmental Planner

Matt Trask has more than 35 years of wide-ranging experience as an analyst, researcher and project manager in the environmental field. He has managed and authored dozens of Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs) and other compliance documents under NEPA and CEQA, and permit applications under the Federal Clean Water Act. He is also experienced in managing large restoration projects for wetlands and terrestrial sites disturbed by project construction and/or operations, and for restoration projects conducted as compensatory mitigation of plant operations. Restoration projects include creek, river, bay, lagoon and other wetland sites, and prairie and desert sites.

Professional Experience

Scour Hole Environmental Studies, San Joaquin County – cbec Ecoengineering (2022). Mr. Trask is the Environmental Project Manager on a multi-faceted technical team tasked by the U.S. Bureau of Reclamation to reduce salmonid predation at a specific location (the "Scour Hole") on the lower San Joaquin River. ECORP is leading biological and cultural site investigations to characterize sensitive Action Area resources. ECORP is preparing an EIS to evaluate three action alternatives and the No Action alternative in compliance with NEPA. ECORP will assist Reclamation in permitting the Preferred Alternative, when identified.

Upper Truckee River Restoration Project, El Dorado County – California Department of Parks and Recreation and Tahoe Regional Planning Agency (TRPA) (2022 to present). Mr. Trask is managing the preparation of an EIR under CEQA and an EIS under TRPA's Compact and Code of Ordinances for this Project, which involves restoring a segment of the Upper Truckee River within the Lake Valley State Recreation Area (LVSRA) that was identified as the primary contributor to the reduction of clarity in Lake Tahoe. Work would include use of heavy equipment to move portions of a golf course within the LVSRA away from the river to allow restoration of historic meanders, with the goal of reducing flow velocity in the river and expanding its floodplain in order to reduce the flow of sediment into the river. The Project is high profile, especially with local residents concerned that the Project will result in increased traffic through local neighborhoods during and after construction. Mr. Trask also wrote the water quality/hydrology and geomorphology sections of the yet to be released EIR/EIS.

Comprehensive Management Plan and EIS for the Merced River as a Wild and Scenic River, Yosemite National Park – National Park Service (2000). Conducted visual resources, land use, and public services (Park Operations) analyses to determine the potential impacts in those areas resulting from implementing any of five alternatives for the Management Plan, as required by the Wild and Scenic Rivers Act and the National Park Organic Act. The work resulted in selection of the plan alternative that included removal of a dam within the Park, which required extensive restoration of the riverbanks and riverbed. Issues included balancing the preservation of traditional viewing places along the river of the granite features along the walls of the Yosemite Valley with the need to restore and preserve the wild state of the river and its banks.

WRT
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San Francisco, CA 94103
adawson@wrtdesign.com
303.529.5820

MARIPOSA COUNTY

Board of Supervisors

Resolution – Planning Commission 2025-413

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve First Amendment to an Agreement with Chico State Enterprise for the Edward Byrne Juvenile Assistance Grant to Extend the Term to October 31, 2025; and Authorize the Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to an Agreement with Chico State Enterprise for the Edward Byrne Juvenile Assistance Grant to Extend the Term to October 31, 2025; and Authorize the Chair to Sign the Amendment.

On March 10, 2020, the Board approved an agreement with Chico State Enterprises (resolution #2020-118) to conduct evaluations on the processes and outcomes of the Edward Byrne Memorial Justice Assistance Federal Grant Program. The contract term was from October 1, 2019, through December 31, 2022, when the final evaluation report was due. Due to circumstances beyond our control during the COVID-19 pandemic, that evaluation report was not available until after the expiration of the contract term and the invoice submitted was not within the contract parameters. Therefore, we are asking that the term of the contract be extended to be able to pay the contractor for services already rendered.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2020-118 Approved the original agreement with Chico State Enterprises to conduct evaluations on the Edward Bryne Juvenile Assistance Grant (JAG) program and to provide progress reports and a final evaluation of the program at the end of the grant cycle.

Resolution 2019-614 authorized the participation in the Edward Bryne Juvenile Assistance Grant (JAG) program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the amendment is not approve, the county will not be able to pay the invoice for services already rendered.

FINANCIAL IMPACT

None

ATTACHMENTS

1. #Agreement Amendment for Chico State Enterprises

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR EVALUATIONS FOR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE FEDERAL GRANT PROGRAM

THIS FIRST AMENDMENT TO AGREEMENT FOR EVALUATIONS FOR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE FEDERAL GRANT PROGRAM, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Chico State Enterprises, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 1, 2019, wherein Contractor agreed to provide evaluations reports for Edward Byrne Memorial Justice Assistance Federal Grant; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to October 31, 2025.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2022, without there having been any interruption of the Agreement whatsoever.

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

CONTRACTOR

_____
Michelle Flowerdew
Sr. Manager, Grants, Contracts & Operations

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

Form Revision Date: 02-26-24

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District APCD 2025-006

MEETING:	October 7, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Appoint Mimi Carter, Doctor of Medicine (M.D.) and Health Officer, as the Air Pollution Control Officer (APCO), Effective September 2, 2025

RECOMMENDATION AND JUSTIFICATION

Appoint Mimi Carter, Doctor of Medicine (M.D.) and Health Officer, as the Air Pollution Control Officer (APCO), Effective September 2, 2025.

The previous APCO was the Mariposa County Health Officer who resigned on February 29, 2024. Staff is requesting that the current Mariposa County Health Officer, Mimi Carter, MD, be appointed as the APCO.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Air Pollution Control Board appoints this position.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without this appointment, the County will not have an APCO which could affect the enforcement of air pollution regulations.

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

Agenda Item – No Resolution Requested

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During the Departmental Presentation Portion of the October 7th, 2025, Meeting

---

RECOMMENDATION AND JUSTIFICATION

Handouts Received During the Departmental Presentation Portion of the October 7th, 2025, Meeting

- Hot Rod Handout - Kari Kisela

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts during board meetings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. Handouts are required to become a part of the record.

FINANCIAL IMPACT

None.

ATTACHMENTS

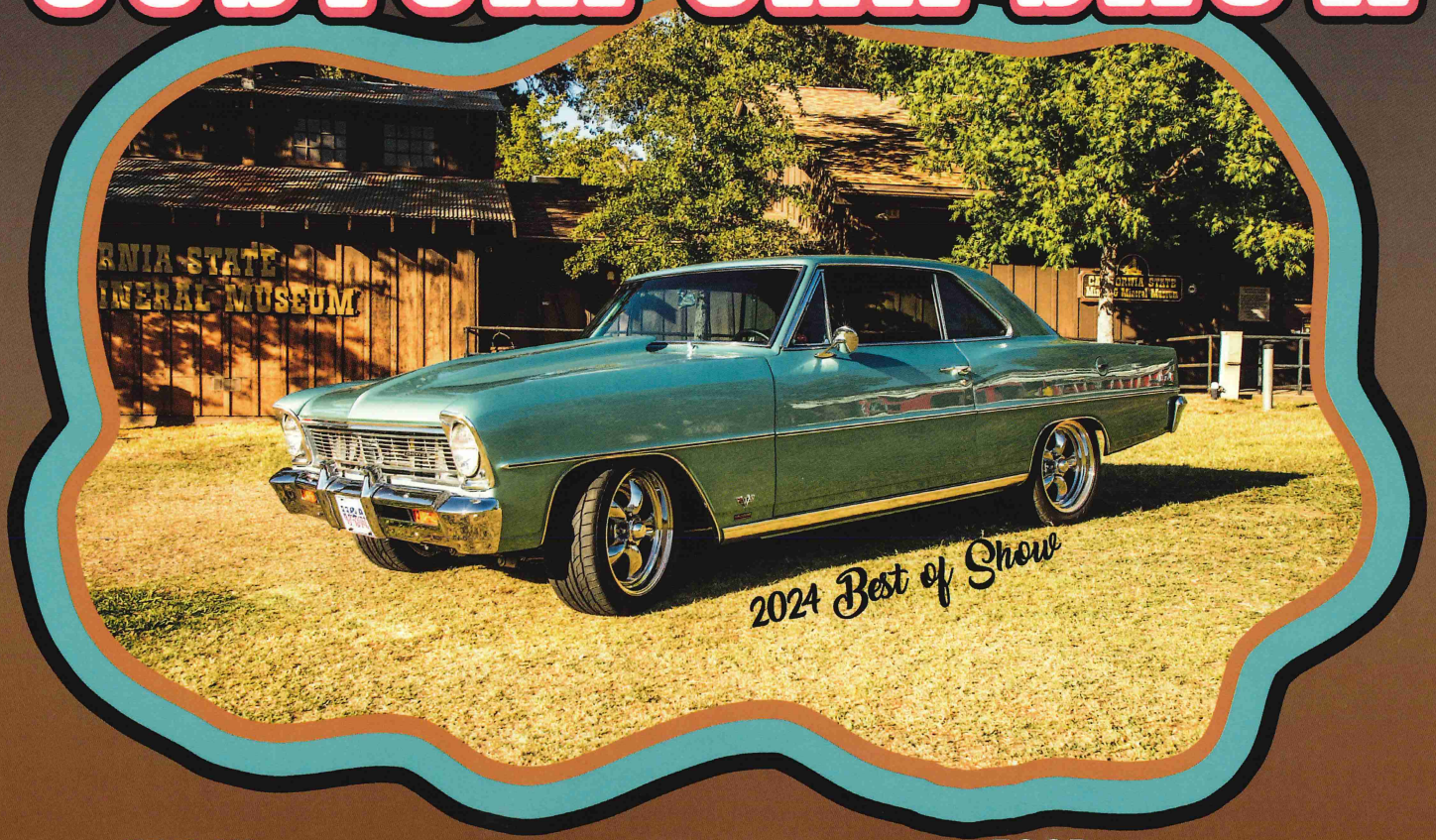
1. **Hot Rod Handout - Kisela**

Mariposa County Chamber of Commerce

14th Annual

Mariposa Yosemite

HOT ROD CUSTOM CAR SHOW



FRIDAY
OCTOBER 17, 2025
5PM to DARK
CRUISE NIGHT
DOWNTOWN MARIPOSA

SATURDAY
OCTOBER 18, 2025
10AM to 4PM
MARIPOSA COUNTY
FAIRGROUNDS

FOOD
MUSIC
AWARDS
VENDORS
RAFFLES

Pre-register at www.MariposaCarShow.org

MARIPOSA
COUNTY CHAMBER OF COMMERCE

MARIPOSA
COUNTY CHAMBER OF COMMERCE
www.MariposaCarShow.org
209-966-2456

OCTOBER 17-18, 2025
Car Show Registration Form

Awards will be presented for all classes in addition to the following awards: **Club Participation, Best Paint, Best Engine, Best Interior, Best in Show, Peoples' Choice, Furthest Travel, Chamber Favorite.** Awards will not be judged by professional judges. Show held rain or shine. Please indicate weekend participation below.

☐ **FREE Friday Cruise Night with Registration (There will be a $10 charge for cruise only participants)**
Cruise historic downtown Mariposa on Friday, October 17, 2025. Line-up begins at 4:30 p.m. at O'Reilly's. A professional photographer will be on site taking magazine quality photos of your car. Photos will be available to view and purchase online. SPACE IS LIMITED so register early.

NO BURN-OUTS PERMITTTED
VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW

☐ **$35 Pre-Registration ($45 Day of Event)**
Set-up begins at 8:00 a.m. at the Mariposa County Fairgrounds on Saturday, October 18, 2025. The event is open to the public from 10:00 a.m. to 4:00 p.m. There will be many activities in town during Saturday's show. **Pre-registrants receive complimentary coffee and donuts on Saturday morning, and downtown access and parking on Friday.**

☐ **$35 T-Shirt Pre-Order**
ORDER DEADLINE is Monday, September 22, 2025. T-Shirts will be available upon your arrival.
Size (please enter quantity you wish to purchase next to appropriate size):

_____S _____M _____L _____XL _____2XL _____3XL _____4XL

Name_____

Address_____ City_____ Zip_____

Year / Make / Model_____

Club Name_____

Phone (_____)_____ E-mail_____

The Mariposa County Chamber of Commerce and its affiliates, sponsors, and members are not liable for any damages to vehicles, equipment, or persons. By signing this form, you are accepting full responsibility.

Signature_____ Date_____

Please Circle the Car(s) You Are Showing

Antique	Custom	Muscle Car	Tri 5
Chevy	Ford	Pro-Street & Race	Truck
Classic	Foreign	Rat Rod	Other
	Mopar	Street Rod	

*Online registration is available at **www.MariposaCarShow.org***
If you prefer, please mail your application with check or credit card info to:
Mariposa County Chamber of Commerce, P. O. Box 425, Mariposa, CA 95338
Or stop by the office at 5158 Highway 140, Mariposa, CA

Credit Card No_____ Exp. Date_____ Security Code_____
Full Name on Card_____
Billing Address_____

Payable by Cash, Check, Credit Card, or Online

Cover photo of Downtown Mariposa provided by Joanna Ransom Photography

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Three-Year Memorandum of Understanding (MOU) with the Mariposa County Managerial Organization (MCMCO), Effective November 1, 2025; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Memorandum of Understanding (MOU) with the Mariposa County Managerial Organization (MCMCO), Effective November 1, 2025; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU.

The term of the MOU is from November 1, 2025, through December 31st, 2028. Pursuant to Article 20, "Duration" of the previous MOU, the parties have met and conferred and have agreed to enter into the MOU. The following is a Summary of the notable changes that were made to this MOU.

Article 6.1.1 Wage Increase - Removed previous years' dates and updated with current dates.

8.3.2 - Vacation Accrual and Cashout - Decrease the Minimum hours needed to request payout from 280 hours to 240 hours and increase the number of hours that can be cashed out annually from 40 to 80 hours.

Article 9 - Holidays - Section 9.1 Legal Holidays - Agree to language giving the County sole discretion to declare additional holiday. The language being added is as follows: "Should the president declare another calendar day not listed above as a federal holiday, it shall be the sole discretion of the County Administrative Officer to declare or not declare that same day a Mariposa County Holiday."

Appendix B - Alternative Work Schedules replaced the previous language in Appendix B that outlined approved schedules by department and by time of year with language that allows employees to request an alternative schedule at any time. The schedule request must be written and submitted to the department head at least two weeks prior to the requested start date of the schedule change. The schedules must also meet the functional and operational needs of the department.

Overtime - Exempt employees are now eligible for overtime in the event of undeclared disasters. Eligibility is triggered when the Emergency Center Operation reaches activation level 3.

8.3.3 - Sick Time - Agreed to increase the maximum amount of accrued sick leave from 1500 hours to 20280 hours.

6.4.5 - Longevity - Currently, the rates below are dispersed over 12 monthly pay periods:
10 years of Service: $630 Annually
15 Years of Service: $893 Annually
20 Years of Service: $1,155 Annually
25 Years of Service: $1,575 Annually
The above rates have been replaced with the following:
10 years of service: 1.5% of the employee's base salary
15 years of service: 3% of the employee's base salary
20 years of service: 5% of the employee's base salary

6.4.1 - The flexible benefit amount currently is $1225/month; the new rate will increase effective 12/1/2025 to $1474/month with the option to reopen negotiations should another bargaining unit negotiate a rate greater than $1474 monthly.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In closed session, the Board of Supervisors received information and provided direction to its representative.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Don't approve; Negotiations will have to be reopened, and we may be subject to an unfair labor practice claim.

FINANCIAL IMPACT

Necessary funding will be appropriated into each affected budget unit.

ATTACHMENTS

1. **MCMCO TA 9.2.25**
2. **MCMCO MOU 2025-2028**

TENTATIVE AGREEMENT

MARIPOSA COUNTY PROPOSAL
MCMCO NEGOTIATIONS
~~August 6, 2025~~
August 26, 2025

This proposal is in concept format; final language will be drafted as appropriate. This proposal is a comprehensive package/proposal. The provisions contained herein are not separate proposals but are part of a package (which does not prohibit reaching tentative agreement on individual items while working to reach agreement on all items), which must be accepted in its entirety or it shall be deemed rejected. MOU language not changed in this comprehensive proposal shall remain unchanged; however, language that has sunset will be deleted. This proposal is not retroactive and is effective on a go forward basis unless indicated otherwise and in a nonprecedent setting manner. Effective date is following Board approval of new MOU, but no sooner than first full pay period following November 1, 2025.

1. Article 6.1.1 – Wage increase – Delete outdated dates; update remainder of section with new dates and same 2.75%/4.25% formula.

2. Vacation pay out – agree to decrease minimum hours needed to request payout from 280 to 240 and increase number of hours that can be cashed out from 40 to 80.

3. Holiday – agree to language giving County sole discretion to declare additional holiday.

4. Alternate work schedules – agree to clean up of updating Appendix B to include language regarding employees being able to request 9/80 schedule.

5. Agree to - Overtime for undeclared disasters – trigger at Emergency Center Operation activation level 3.

6. 8.3.3 - Sick time – move cap from 1500 to 2080.

7. Article 20 - Three-year term and move end date of term to December 31, 2028.

8. 6.4.5 - Convert longevity to following percentage formula with only the following levels: 1.5% at year 10; 3% at year 15; and 5% at year 20.

9. 6.4.1 - Medical insurance increase of additional $249 first year of agreement only with reopener - if another bargaining group receives more than MCMCO in County

9/2/25

MARIPOSA COUNTY

LOCAL 2703

AFSCME LOCAL 2703
AFL/CIO

Mariposa County Managerial
and Confidential Organization (MCMCO)

MEMORANDUM OF UNDERSTANDING

November 1, 2025~~3~~ - December~~October~~ 31, 2028~~5~~

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Managerial/Confidential Organization, a chapter of AFSCME, Local 2703 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance, for all regular, full-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees, as that term is defined below.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

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

Section 2.3 - Management Employee

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

Section 2.4 - Confidential Employee

"Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining. The County will notify the Union in advance of any proposed changes to

confidential employee designations.

Section 2.5 - Regular Full-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, excluding extra help employees. The term "Regular Full-Time Employees" is deemed to include part-time employees within bargaining unit classifications who receive employee benefits.

Section 2.6 - Extra Help Employee

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

Section 2.7 - Anniversary Date

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

Section 2.8 - Y-Rate

If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee.

ARTICLE 3 - NON-DISCRIMINATION

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

4.2

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

4.3

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

4.4

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

4.5

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

4.5.1 - Direct the work of its employees;

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

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

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

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

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

4.5.8 – The County reserves the right to consider and implement employee furloughs at any point during the term of this Memorandum of Understanding. In the event furloughs are

implemented, the County will meet and confer regarding the effects of such furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards.
The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time.
The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union as described below.

5.1.3 - Labor Negotiations.
The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than three (3) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case the ground rules on release time will govern for those negotiations only.

5.1.3.1 – Compensated Time Off: Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their available paid leave to attend scheduled negotiations.

5.1.3.2 - Resource Members: Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using available paid leave.

5.1.4 – Grievance Processing.
The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews.

One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

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

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution.
The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt County business.

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

5.2.4 - Names and Addresses of Covered Workers.
The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge.

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

5.2.6 - Printing of Memorandum of Understanding.
The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

Section 5.3 - Union Security

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

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

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

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees who are appointed to a classification within the MCMCO bargaining unit. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

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

5.4.2 – Union and Employee Participation

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

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

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

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

5.4.3 – Information Provided

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

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

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

Such information will be provided as follows:

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

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government

Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home telephone number
- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

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

6.1.1 - Wage Increase.

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

~~Two and three-quarter percent (2.75%) effective November 1, 2023~~

Effective November 1 of only each calendar year of this agreement respectively, ~~salary~~ base wage increase~~s~~ will be determined by a ~~wage adjustment~~ formula tied to both the consumer price index ("CPI") and revenue growth in the County's General Purpose ~~r~~Revenue as follows:

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

~~Salary increase for year 2 of the MOU, which will be effective November 1, 2024, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase that year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:~~

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of the same year, respectively. ~~4.~~ For example, an adjustment on November 1, 2025, would consider CPI U for August of 2025.

The actual percentage of growth in the County's General Purpose Revenue between one year and two years prior to the adjustment ~~F~~fiscal ~~Y~~year. For example, an adjustment on November 1, 2025, would consider General Purpose Revenue in

Fiscal Year 2024-2025 (one year prior) and Fiscal Year 2023-2024 (two years prior)~~s 2024-25~~3, ~~for year 1 and 2025-26~~4, ~~26-27 for Year 2 and year 3 salary adjustment~~.

Section 6.2 - Pay Practices

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

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

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

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

All payroll reductions will be evenly distributed across 26 biweekly pay periods in a year.
~~Only for the term of this agreement~~In November and December 2025, employees shall be paid on the last working day of each calendar month. ~~Contingent on implementation occurring Countywide,~~ The transition from the existing monthly payroll schedule to a biweekly payroll schedule will occur in January of 2026. Pay will be disbursed every two weeks following, starting on Friday, January 16, 2026.

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

6.2.3 – Promotion.
When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such

Commented [SKB1]: Agree – leave language in.

Commented [LW2]: Do we need this language?

Commented [RS3R2]: We do for the couple of confidential employees who aren't exempt. Payroll Specialists and 2 admin Techs.

promotion, for purposes of evaluation and step raise only.

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

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

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

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

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the affected employee shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

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

6.2.8 - Compaction.
It is in the County's interest to minimize salary range compaction. In this regard, the County's objective is to maintain a 10% spread between unit member salary steps and the highest supervised employee salary step. It is understood and agreed that this objective is not to be construed as imposing a mandate on the County to take any particular action or effectuate any particular changes in this regard.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation.
On-call compensation is defined as the requirement to remain immediately available to

report for duty to perform an essential service when assigned by the appointing authority, subject to the approval of the administrative officer. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

Employees assigned to on-call duty shall receive one dollar and fifty cents ($1.50) per hour for each hour of on-call duty.

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

During the term of the 2013/2014 MOU, the Parties reopened the agreement to allow the Parties to discuss the nature, scope, and applicability of the on-call language in this section, particularly with respect to classifications in the bargaining unit that may be directly impacted by on-call duties and responsibilities. The Parties agreed that the Fleet Superintendent classification and the Senior Information System Specialist classification are the two classifications that are subject to the provisions of this section. During the term of the 2017-2019 MOU, the Parties identified and agreed that the Social Worker Supervisor II classification shall also be subject to the provisions of this section. There are no other classifications to which on-call compensation is applicable.

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

6.3.2.1 - Fifteen cents ($.15) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.2 - Thirty cents ($.30) per hour for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential.
The County agrees to provide an allowance for split shift differential of $10 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

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

6.3.5 - Educational Incentive Program.
Employees shall be eligible for tuition reimbursement up to a maximum of $200 per semester provided they have received prior approval by their Department Head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objectives defined in Section 8.3.6.

6.3.5.1 Stipends. The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA).
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology.

6.3.6 - Foul Weather and Safety Gear.
Employees who are required to work outdoors in inclement weather or required to use safety gear, may be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head.

6.3.7. Canine Pay
Effective August 1, 2024, the County and MCMCO agree that following investigation, a reasonable estimate of the time a represented employee assigned a canine spends providing general home care, feeding, exercising, and transporting to and from work of canines, but not including irregular reoccurring time such as traveling to and from and attending training programs and veterinary appointments is twenty (20) minutes per day or 10.14 hours per month. The County and MCMCO agree that the County shall pay 1.5 times the legally required minimum wage for 10.14 hours per month for these duties, prorated for each pay period. As of January 1, 2024, the minimum wage is $16.00 per hour, so effective August 1, 2024 of the MOU, employee with an assigned canine shall be paid $243.36 per month (1.5 X $16.00/hour X 10.14 hours). The hourly rate for canine care will automatically increase if/when California minimum wage increases.

Section 6.4 - Benefits

6.4.1 – Insurance.

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

6.4.1.2 – County's Contribution for Medical Insurance Benefits. The County's

contribution for medical insurance benefits governed by Government Code Section 22892 shall be Five Hundred Dollars ($500) per employee or annuitant per month.

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

6.4.1.4 – Life Insurance. The County will pay Thirty Thousand Dollars ($30,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

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

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

	Effective 12/1/2025~~3~~	~~Effective 12/1/2024~~
Medical Non-Participant	~~$700.00~~$0	~~$700.00~~
Participant	$1,474.00	~~$1,225.00~~

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

Discontinuation of Non-Participant Rate for New Members:
Commencing on the first pay period following Board of Supervisors approval of the new MOU, the non-participant rate in the Flexible Benefit Allowance will no longer be available to new employees who do not elect to participate in the County's medical insurance benefits program.
Grandfather Provision for Current Non-Participants:
Existing employees as of ~~the date the Board of Supervisors approves the new~~ MOU, who are receiving the non-participant rate, will continue to do so under the grandfather clause. This rate shall be maintained at $700 and remain in effect until they choose to participate in the County's insurance benefits program, or upon their separation from County Service.
Forfeiture of Grandfathered Rate upon Change in Status:

Commented [SKB4]: We need a date here for posterity. Otherwise, we won't know when this is effective.

Commented [SKB5]: Insert date

Commented [LW6]: I think the non-participant rate for those grandfathered in also changes by $249 to $949

Commented [SKB7]: No – it shouldn't increase; we didn't discuss; didn't get that authority; and we are incentivizing them to get out of this structure by keeping $ amount the same.

If a grandfathered non-participant elects to participate in the County's insurance benefits program or experiences a separation from County Service, they forfeit the right to revert to the grandfathered non-participant rate in the future. Grandfathered employees who undergo a temporary interruption in service (e.g., leave of absence) but do not elect to participate in the county's insurance benefits program during or prior to the interruption, will retain their eligibility for the grandfathered non-participant rate upon return of service.

Option to reopen negotiations for flexible benefit ~~rate~~ allowance amount~~increase~~:

Should another Mariposa County bargaining group receive ~~a rate increase resulting in~~ a flexible benefit allowance amount more ~~higher~~ than $1,474, ~~both~~ upon written request of either party, ~~parties agree to~~ reopen only the ~~negotiations solely for the purpose of negotiating the~~ flexible benefit allowance amount; ~~rate increase, upon either party serving written notice upon the other to do so.~~ this reopener sunsets on December 31, 2028.

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

6.4.3 - Benefits Available During Leaves.
During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

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

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

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

6.4.4 – Retirement.
The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new

employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011
For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
   ii. Final compensation based on the single highest year.
   iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013
   This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:
      i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
      ii. Final compensation based on three (3) consecutive years.
      iii. The reporting and paying of EPMC.

   The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November 1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

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

   i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
   ii. Final compensation based on three (3) consecutive years.

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

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before the date the required resolution is adopted, who retire at or after age 50 with five years' service will continue to get the County contribution toward employee plus one, as provided in current County policy.

6.4.5 - Longevity Pay

6.4.5.1 For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

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

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

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

Commented [RS8]: Since Rhonda's retirment,and Tammie now being a Department head there are no longer any current MCMCO Members that were hired before 1996. I would propose we eliminate this section entirely.

6.4.5.2 Effective ~~January 1,~~ 2020, for all regular employees, ~~hired on or after July 1, 1996,~~ longevity shall be granted as follows:

Commented [SKB9]: Insert new date MOU is approved.

6.4.5.2.1 For ten (10) years of continuous service, an additional one and one-half percent (1.5%) of the base salary ~~annual Six Hundred Dollars ($600.00)~~ will be paid to the employee.

6.4.5.2.2 For fifteen (15) years of continuous service, an additional three percent (3%) of the base salary ~~annual Eight Hundred and Fifty Dollars ($850.00)~~ will be paid to the employee.

6.4.5.2.3 For twenty (20) years of continuous services, an additional five percent (5%) of the base salary ~~annual One Thousand One Hundred Dollars ($1,100.00)~~ will be paid to the employee.

~~6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee.~~

~~6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.~~

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

Section 6.5 - Workers' Compensation/State Disability

6.5.1 - Eligibility.
Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job. In the case of a non-industrial injury, leave is discretionary with the employee's department head.

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

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

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

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

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the

department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her work satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

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

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 – Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation,

regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

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

All employees shall be evaluated on a standardized personnel form.

Section 7.4 - Rights

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

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy, the policy agreed to by the parties dated December 12, 2005.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours.
County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors

(attached in Appendix B).

8.1.2 - Rest Period
An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid-point of the work period and not accumulated.

8.1.3 - Meal Periods.
Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If a non-exempt employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime.
Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one-half, at election of employee at the time of accrual. In the event of a declared emergency, employees shall only receive pay and not compensatory time off. ~~exempt~~ Employees accruing compensatory time must take that time off within forty-five (45) days of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received but not worked, such as vacation, and authorized compensatory time off, shall be counted toward the base period. Sick leave shall not be included in the computation of overtime.

Commented [SKB10]: I think we need exempt left in since we have a couple of non exempt in this group.

8.1.5 - Overtime Exempt Classifications.
Each of the represented classifications listed in Appendix A are considered salaried, overtime exempt classifications. Employees in the exempt classifications are compensated for meeting the requirements and performing the duties of their job. Such employees are deemed exempt from the overtime requirements set forth in Section 8.1.4 above. However, at the sole discretion of the County Administrator's Office, overtime exempt employees listed in Appendix A may be paid at time and one-half their regular hourly rate for time worked in excess of forty (40) hours per workweek during a locally declared emergency. In the event of an undeclared local disaster, where an Emergency Operation Center activation is Level 3 or higher, exempt employees shall become eligible to receive overtime pay for hours worked in excess of forty (40) hours per workweek but not in the form of compensatory time off. The excess hours must be worked in support of the emergency response to qualify for overtime.

Section 8.2 - Schedule Changes
Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - The department head or his/her designee shall meet with the Union and affected employees within the department regarding the proposed changes. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement.

8.2.3 - If agreement is reached, the department head shall implement the changes. If agreement is not reached, within thirty (30) calendar days of the parties' last meeting, the Union may request review of the proposed schedule change by the County Administrative Officer whose decision shall be final and binding.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action.

8.3.1 - Annual Leave.

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

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

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

8.3.2 - Vacation Accrual and Cash Out

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of vacation. Accumulated vacation may be taken between anniversary dates with the approval of the Department Head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the Department Head.

8.3.2.2 Employees must submit an irrevocable election form by ~~December 15, 2020 and not later than~~ December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of ~~Forty~~ Eighty (480) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two

Hundred Forty~~Eighty~~ (240~~80~~) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2021.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave

Employees shall be entitled to take only that sick leave time which has been earned. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of ~~fifteen hundred~~two thousand eighty (2,080)~~1,500)~~ hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, said department head shall report the fact of the demand for said certificate to the Human Resources Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave.

Sick leave may be used by an employee for the following purposes:

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

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

8.3.3.1 - Personal Necessity

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

8.3.3.2 - Payment of Accumulated Sick Leave

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

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of six hundred (600) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. For the purpose of PERS retirement credit only, the current caps on sick leave accrual specified in sections 8.3.3.2.1 and 8.3.3.2.2 will be lifted; however, these two caps will remain for current employees electing sick leave pay-off rather than service credit conversion. Current employees will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of CalPERS; however, employees hired after June 30, 1996 will have the CalPERS program only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave

In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry over from one calendar year to the next.

If bereavement leave is approved beyond the five (5) days for a given death, the additional bereavement leave time will be drawn from the employee's Administrative Leave accrual.

8.3.5 - Illness Leave

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

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

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

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave

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

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the County. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

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

8.3.8 - Military Leave

Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted as soon as possible prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable

matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.3.9 - Compulsory Leave

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

8.3.10 - Maternity Leave

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

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

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

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

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.7.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty

Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift if there are at least two hours

or more left in the work shift, excluding commute to the work site. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Administrative Leave

Each full time overtime-exempt employee shall be entitled to ninety-six (96) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.3.13 - Leave Without Pay

With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

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

8.3.14 - Failure to Return from Leave at Scheduled Time

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

8.3.15 - Payment for Earned Annual Leave upon Termination

Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business

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

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

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

1. January 1st, New Year's Day
2. Third Monday in January, known as "Martin Luther King's Day"
3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. June 19th, known as "Juneteenth"
5. July 4th, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. Second Monday in October, known as "Columbus Day"
8. November 11th, known as "Veterans Day"
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. December 25th, known as "Christmas Day"

If the ~~president of the~~ President of the United States declares any day not listed above as a federal holiday, it will be at the sole discretion of the Mariposa County Administrative Officer to declare that same day as Mariposa County Holiday.

Section 9.1.1. Weekend Holiday Observance

Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8, and 11 occurs.

Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8, and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday.
All County employees are entitled two personal holidays effective on ratification; all new employees of the County are entitled two personal holiday after their one-year (1-year) anniversary in the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled two personal holidays after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday.
Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay
Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - Travel Expenses ~~**(Effective August 1, 2024)**~~
Effective January 1, 2025, sections 10.1.1 through 10.3 will sunset and be discontinued as all travel allowances will be set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A -- General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA's frequently asked questions, per diem page for answers to common questions.

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

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

10.1.3 - Employee Expenses.
Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts

acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate.

The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 – Out-of-County Meals.

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

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

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

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

10.2.3 - Lodging.

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

10.2.4 - Banquet Expenses.

All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance.

A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-County travel shall be advanced to any County employee, upon request of the employee and approval of the department head

involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre-registration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within thirty (30) calendar days of event for which the expense would have been incurred. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items
The following items are non-reimbursable:

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

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work
Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures
When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall forward all requests to the County Administrative Officer with a recommendation for approval or denial.

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

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

Approve the request for reclassification;

Deny the request for reclassification.

At least 10 working days prior to the County Administrative Officer docketing his/her recommendation of one of these actions to the Board, the County shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

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

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

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

Section 11.3 - General Conditions

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

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

11.3.3 - Merit System.
Merit System rules shall apply to all affected employees who request reclassification.

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

Section 11.4 - Temporary Assignments

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

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined
Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff
When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be as follows:

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

Section 12.3 - Notice of Layoff
Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff
12.4.1 - Vacant Positions.
In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to fill in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

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

Section 12.5 - Layoff
In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a

compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 – Recall.

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

12.6.2 – Vacancies.

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

12.6.3 - Deletion from List.

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

Section 12.7 - Seniority Accrual

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

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have an outside Union representative present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause
The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

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

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

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

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

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

13.1.5.1 - In possession of or under the influence of alcohol beverages while at work or in county work areas;

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

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call;

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

13.1.8 - Violation of a County and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness/excessive absences.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend
When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

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

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

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

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

13.2.5 - Said response shall be made to the department head.

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

Section 13.3 - Decision to Discharge, Demote, or Suspend
When a department head believes there is just cause for disciplinary action against an employee, the department head shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

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

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

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

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5

below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

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

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

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

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

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

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

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond

to those charges both orally at a conference with the department head, and in writing.

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

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

Section 13.5 - Immediate Interim Suspension
Nothing in this section shall be construed to prohibit placing an employee on administrative leave prior to notice and a conference where such leave is required to protect persons or property in accordance with the following procedures provided, such leave is with pay until procedures in Section 13.4 have been followed.

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

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

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

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions
14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding.

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

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

Section 14.2 - Pre-Grievance Step
14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between the parties shall take place before the grievance procedure is invoked.

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

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions

of the Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One.

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

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

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

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

14.3.2 - Step Two.

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

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three – Arbitration.

Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of

the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

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

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

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

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

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

Section 14.4 - Miscellaneous Provisions

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

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

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

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

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

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

ARTICLE 15 - PERSONNEL FILES

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

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

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

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

Section 15.5 - No document, positive or negative, shall be placed in the employee's personnel file unless:

1. It contains the employee's signature acknowledging that the document is to be placed in the employee's personnel file; or

2. It is accompanied by a Personnel Action Form signed by the employee, which will remain permanently attached to the document; or

3. The employer has indicated on the document or the Personnel Action Form that the employee has refused to sign.

ARTICLE 16 - SAFETY

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

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

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

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

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

Section 18.4 - The County agrees to give the Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

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

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on(insert date Board of Supervisors approves new MOU), and shall continue in full force and effect ~~for thirty-eight months~~ through December 31, 2028.~~October 31, 2025.~~ The parties agree to serve written notice upon the other to begin successor MOU negotiations on or by June 30, 2028~~5~~ with actual bargaining beginning on or

about July 31, 2028~~5~~.

For the County

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

Date: _____

Joseph Lynch
County Administrator Officer/
County Negotiator

Approved as to Form

Kevin Briggs
County Counsel

For the Union

Debbie Macias,
Business Agent
AFSCME, Local 2703

Date: _____

Lynn Rumfelt, Team Member
MCMCO

Rebecca Maietto, Team Member
MCMCO

APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/20234. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

Commented [SKB11]: Just making sure these are current rates that do not reflect increases yet.

The County will be moving to bi-weekly payroll in January of 2026. The pay schedule which follows will be updated to coincide with that transition in two significant ways:

1. The County will be rounding hourly rates up to the nearest penny.
2. The Monthly Rate column will be eliminated, as it will no longer be relevant to staff pay.

MCMCO 08/26/24

Proposed - Mariposa County Position by Grade and Step

Position Name and Step	Grade Code	Hourly Rate	Montly Rate	Annual Range
Accountant I - Confidential Step 1	GR830	28.4070	4,923.880	59,086.560
Accountant I - Confidential Step 2	GR830	29.8300	5,170.533	62,046.400
Accountant I - Confidential Step 3	GR830	31.3210	5,428.973	65,147.680
Accountant I - Confidential Step 4	GR830	32.8860	5,700.240	68,402.880
Accountant I - Confidential Step 5	GR830	34.5310	5,985.373	71,824.480
Accountant II - Confidential Step 1	GR830	32.6490	5,659.160	67,909.920
Accountant II - Confidential Step 2	GR830	34.2830	5,942.387	71,308.640
Accountant II - Confidential Step 3	GR830	35.9960	6,239.307	74,871.680
Accountant II - Confidential Step 4	GR830	37.7950	6,551.133	78,613.600
Accountant II - Confidential Step 5	GR830	39.6880	6,879.253	82,551.040
Administrative Analyst I Confidential Step 1	GR326	31.7380	5,501.253	66,015.040
Administrative Analyst I Confidential Step 2	GR326	33.3250	5,776.333	69,316.000
Administrative Analyst I Confidential Step 3	GR326	34.9920	6,065.280	72,783.360
Administrative Analyst I Confidential Step 4	GR326	36.7420	6,368.613	76,423.360
Administrative Analyst I Confidential Step 5	GR326	38.5780	6,686.853	80,242.240
Administrative Analyst I Step 1	GR479	31.7380	5,501.253	66,015.040
Administrative Analyst I Step 2	GR479	33.3250	5,776.333	69,316.000
Administrative Analyst I Step 3	GR479	34.9920	6,065.280	72,783.360
Administrative Analyst I Step 4	GR479	36.7420	6,368.613	76,423.360
Administrative Analyst I Step 5	GR479	38.5780	6,686.853	80,242.240
Administrative Analyst II Confidential Step 1	GR326	35.6630	6,181.587	74,179.040
Administrative Analyst II Confidential Step 2	GR326	37.4450	6,490.467	77,885.600
Administrative Analyst II Confidential Step 3	GR326	39.3190	6,815.293	81,783.520
Administrative Analyst II Confidential Step 4	GR326	41.2810	7,155.373	85,864.480

Administrative Analyst II Confidential Step 5	GR326	43.3500	7,514.000	90,168.000
Administrative Analyst II Step 1	GR479	35.6630	6,181.587	74,179.040
Administrative Analyst II Step 2	GR479	37.4450	6,490.467	77,885.600
Administrative Analyst II Step 3	GR479	39.3190	6,815.293	81,783.520
Administrative Analyst II Step 4	GR479	41.2810	7,155.373	85,864.480
Administrative Analyst II Step 5	GR479	43.3500	7,514.000	90,168.000
Administrative Technician - Confidential Step 1	GR303	30.2180	5,237.787	62,853.440
Administrative Technician - Confidential Step 2	GR303	31.7310	5,500.040	66,000.480
Administrative Technician - Confidential Step 3	GR303	33.3170	5,774.947	69,299.360
Administrative Technician - Confidential Step 4	GR303	34.9810	6,063.373	72,760.480
Administrative Technician - Confidential Step 5	GR303	36.7310	6,366.707	76,400.480
Assessment-Recording Office Manager Step 1	GR158	29.3380	5,085.253	61,023.040
Assessment-Recording Office Manager Step 2	GR158	30.8040	5,339.360	64,072.320
Assessment-Recording Office Manager Step 3	GR158	32.3470	5,606.813	67,281.760
Assessment-Recording Office Manager Step 4	GR158	33.9590	5,886.227	70,634.720
Assessment-Recording Office Manager Step 5	GR158	35.6570	6,180.547	74,166.560
Assistant Assessor/Recorder Step 1	GR411	40.5930	7,036.120	84,433.440
Assistant Assessor/Recorder Step 2	GR411	42.6230	7,387.987	88,655.840
Assistant Assessor/Recorder Step 3	GR411	44.7510	7,756.840	93,082.080
Assistant Assessor/Recorder Step 4	GR411	46.9860	8,144.240	97,730.880
Assistant Assessor/Recorder Step 5	GR411	49.3380	8,551.920	102,623.040
Assistant Auditor Step 1	GR312	44.7520	7,757.013	93,084.160
Assistant Auditor Step 2	GR312	46.9890	8,144.760	97,737.120
Assistant Auditor Step 3	GR312	49.3380	8,551.920	102,623.040
Assistant Auditor Step 4	GR312	51.8050	8,979.533	107,754.400
Assistant Auditor Step 5	GR312	54.3960	9,428.640	113,143.680
Assistant County Counsel Step 1	GR319	62.3460	10,806.640	129,679.680
Assistant County Counsel Step 2	GR319	65.4640	11,347.093	136,165.120
Assistant County Counsel Step 3	GR319	68.7370	11,914.413	142,972.960
Assistant County Counsel Step 4	GR319	72.1740	12,510.160	150,121.920
Assistant County Counsel Step 5	GR319	75.7830	13,135.720	157,628.640
Assistant District Attorney Step 1	GR465	58.8990	10,209.160	122,509.920
Assistant District Attorney Step 2	GR465	61.8440	10,719.627	128,635.520
Assistant District Attorney Step 3	GR465	64.9350	11,255.400	135,064.800
Assistant District Attorney Step 4	GR465	68.1820	11,818.213	141,818.560
Assistant District Attorney Step 5	GR465	71.5920	12,409.280	148,911.360
Assistant Treasurer Tax Collector County Clerk Step 1	GR412	40.9530	7,098.520	85,182.240
Assistant Treasurer Tax Collector County Clerk Step 2	GR412	42.9980	7,452.987	89,435.840
Assistant Treasurer Tax Collector County Clerk Step 3	GR412	45.1450	7,825.133	93,901.600
Assistant Treasurer Tax Collector County Clerk Step 4	GR412	47.4060	8,217.040	98,604.480
Assistant Treasurer Tax Collector County Clerk Step 5	GR412	49.7750	8,627.667	103,532.000

Certified Law Clerk Step 1	GR483	31.4860	5,403.840	64,846.080
Certified Law Clerk Step 2	GR483	33.0610	5,688.280	68,259.360
Certified Law Clerk Step 3	GR483	34.7150	5,987.627	71,851.520
Certified Law Clerk Step 4	GR483	36.4520	6,302.747	75,632.960
Certified Law Clerk Step 5	GR483	38.2750	6,634.333	79,612.000
Chief Deputy County Clerk Step 1	GR446	41.0270	7,111.347	85,336.160
Chief Deputy County Clerk Step 2	GR446	43.0750	7,466.333	89,596.000
Chief Deputy County Clerk Step 3	GR446	45.2310	7,840.040	94,080.480
Chief Deputy County Clerk Step 4	GR446	47.4890	8,231.427	98,777.120
Chief Deputy County Clerk Step 5	GR446	49.8680	8,643.787	103,725.440
Chief Deputy Treasurer/Tax Collector Step 1	GR445	35.6630	6,181.587	74,179.040
Chief Deputy Treasurer/Tax Collector Step 2	GR445	37.4450	6,490.467	77,885.600
Chief Deputy Treasurer/Tax Collector Step 3	GR445	39.3190	6,815.293	81,783.520
Chief Deputy Treasurer/Tax Collector Step 4	GR445	41.2810	7,155.373	85,864.480
Chief Deputy Treasurer/Tax Collector Step 5	GR445	43.3500	7,514.000	90,168.000
Child Support Supervisor Step 1	GR456	32.6840	5,665.227	67,982.720
Child Support Supervisor Step 2	GR456	34.3200	5,948.800	71,385.600
Child Support Supervisor Step 3	GR456	36.0340	6,245.893	74,950.720
Child Support Supervisor Step 4	GR456	37.8350	6,558.067	78,696.800
Child Support Supervisor Step 5	GR456	39.7280	6,886.187	82,634.240
County Engineer Step 1	GR452	56.1690	9,735.960	116,831.520
County Engineer Step 2	GR452	58.9790	10,223.027	122,676.320
County Engineer Step 3	GR452	61.9280	10,734.187	128,810.240
County Engineer Step 4	GR452	65.0250	11,271.000	135,252.000
County Engineer Step 5	GR452	68.2730	11,833.987	142,007.840
County Surveyor Step 1	GR432	50.9660	8,834.107	106,009.280
County Surveyor Step 2	GR432	53.5140	9,275.760	111,309.120
County Surveyor Step 3	GR432	56.1900	9,739.600	116,875.200
County Surveyor Step 4	GR432	58.9970	10,226.147	122,713.760
County Surveyor Step 5	GR432	61.9470	10,737.480	128,849.760
Deputy Agriculture Commissioner/Sealer Step 1	GR436	43.9870	7,624.413	91,492.960
Deputy Agriculture Commissioner/Sealer Step 2	GR436	46.1890	8,006.093	96,073.120
Deputy Agriculture Commissioner/Sealer Step 3	GR436	48.4960	8,405.973	100,871.680
Deputy Agriculture Commissioner/Sealer Step 4	GR436	50.9220	8,826.480	105,917.760
Deputy Agriculture Commissioner/Sealer Step 5	GR436	53.4690	9,267.960	111,215.520
Deputy Clerk of the Board I Step 1	GR327	22.0380	3,819.920	45,839.040
Deputy Clerk of the Board I Step 2	GR327	23.1430	4,011.453	48,137.440
Deputy Clerk of the Board I Step 3	GR327	24.2980	4,211.653	50,539.840
Deputy Clerk of the Board I Step 4	GR327	25.5140	4,422.427	53,069.120
Deputy Clerk of the Board I Step 5	GR327	26.7880	4,643.253	55,719.040
Deputy Clerk of the Board II Step 1	GR327	25.3230	4,389.320	52,671.840
Deputy Clerk of the Board II Step 2	GR327	26.5870	4,608.413	55,300.960

Deputy Clerk of the Board II Step 3	GR327	27.9200	4,839.467	58,073.600
Deputy Clerk of the Board II Step 4	GR327	29.3140	5,081.093	60,973.120
Deputy Clerk of the Board II Step 5	GR327	30.7810	5,335.373	64,024.480
Deputy Director of Administrative Services Step 1	GR476	49.9210	8,652.973	103,835.680
Deputy Director of Administrative Services Step 2	GR476	52.4190	9,085.960	109,031.520
Deputy Director of Administrative Services Step 3	GR476	55.0400	9,540.267	114,483.200
Deputy Director of Administrative Services Step 4	GR476	57.7900	10,016.933	120,203.200
Deputy Director of Administrative Services Step 5	GR476	60.6810	10,518.040	126,216.480
Deputy Director of Adult/Aging Step 1	GR474	49.9210	8,652.973	103,835.680
Deputy Director of Adult/Aging Step 2	GR474	52.4190	9,085.960	109,031.520
Deputy Director of Adult/Aging Step 3	GR474	55.0400	9,540.267	114,483.200
Deputy Director of Adult/Aging Step 4	GR474	57.7900	10,016.933	120,203.200
Deputy Director of Adult/Aging Step 5	GR474	60.6810	10,518.040	126,216.480
Deputy Director Of Behavioral Health Step 1	GR475	49.9210	8,652.973	103,835.680
Deputy Director Of Behavioral Health Step 2	GR475	52.4190	9,085.960	109,031.520
Deputy Director Of Behavioral Health Step 3	GR475	55.0400	9,540.267	114,483.200
Deputy Director Of Behavioral Health Step 4	GR475	57.7900	10,016.933	120,203.200
Deputy Director Of Behavioral Health Step 5	GR475	60.6810	10,518.040	126,216.480
Deputy Director of Public Assistance Step 1	GR473	49.9210	8,652.973	103,835.680
Deputy Director of Public Assistance Step 2	GR473	52.4190	9,085.960	109,031.520
Deputy Director of Public Assistance Step 3	GR473	55.0400	9,540.267	114,483.200
Deputy Director of Public Assistance Step 4	GR473	57.7900	10,016.933	120,203.200
Deputy Director of Public Assistance Step 5	GR473	60.6810	10,518.040	126,216.480
Deputy Director of Public Health Step 1	GR472	49.9210	8,652.973	103,835.680
Deputy Director of Public Health Step 2	GR472	52.4190	9,085.960	109,031.520
Deputy Director of Public Health Step 3	GR472	55.0400	9,540.267	114,483.200
Deputy Director of Public Health Step 4	GR472	57.7900	10,016.933	120,203.200
Deputy Director of Public Health Step 5	GR472	60.6810	10,518.040	126,216.480
Deputy Director of Public Works Step 1	GR453	55.2030	9,568.520	114,822.240
Deputy Director of Public Works Step 2	GR453	57.9620	10,046.747	120,560.960
Deputy Director of Public Works Step 3	GR453	60.8590	10,548.893	126,586.720
Deputy Director of Public Works Step 4	GR453	63.9030	11,076.520	132,918.240
Deputy Director of Public Works Step 5	GR453	67.0970	11,630.147	139,561.760
Deputy District Attorney I Step 1	GR480	40.2900	6,983.600	83,803.200
Deputy District Attorney I Step 2	GR480	42.3030	7,332.520	87,990.240
Deputy District Attorney I Step 3	GR480	44.4180	7,699.120	92,389.440
Deputy District Attorney I Step 4	GR480	46.6390	8,084.093	97,009.120
Deputy District Attorney I Step 5	GR480	48.9710	8,488.307	101,859.680
Deputy District Attorney II Step 1	GR480	46.5330	8,065.720	96,788.640
Deputy District Attorney II Step 2	GR480	48.8590	8,468.893	101,626.720
Deputy District Attorney II Step 3	GR480	51.3030	8,892.520	106,710.240
Deputy District Attorney II Step 4	GR480	53.8660	9,336.773	112,041.280

Deputy District Attorney II Step 5	GR480	56.5600	9,803.733	117,644.800
Deputy District Attorney III Step 1	GR429	55.1170	9,553.613	114,643.360
Deputy District Attorney III Step 2	GR429	57.8740	10,031.493	120,377.920
Deputy District Attorney III Step 3	GR429	60.7690	10,533.293	126,399.520
Deputy District Attorney III Step 4	GR429	63.8070	11,059.880	132,718.560
Deputy District Attorney III Step 5	GR429	66.9980	11,612.987	139,355.840
Deputy Planning Director Step 1	GR425	48.6070	8,425.213	101,102.560
Deputy Planning Director Step 2	GR425	51.0360	8,846.240	106,154.880
Deputy Planning Director Step 3	GR425	53.5870	9,288.413	111,460.960
Deputy Planning Director Step 4	GR425	56.2670	9,752.947	117,035.360
Deputy Planning Director Step 5	GR425	59.0800	10,240.533	122,886.400
Division Director of Administrative Services Step 1	GR471	56.4830	9,790.387	117,484.640
Division Director of Administrative Services Step 2	GR471	59.3090	10,280.227	123,362.720
Division Director of Administrative Services Step 3	GR471	62.2730	10,793.987	129,527.840
Division Director of Administrative Services Step 4	GR471	65.3850	11,333.400	136,000.800
Division Director of Administrative Services Step 5	GR471	68.6560	11,900.373	142,804.480
Division Director Of Health Services Step 1	GR469	56.4830	9,790.387	117,484.640
Division Director Of Health Services Step 2	GR469	59.3090	10,280.227	123,362.720
Division Director Of Health Services Step 3	GR469	62.2730	10,793.987	129,527.840
Division Director Of Health Services Step 4	GR469	65.3850	11,333.400	136,000.800
Division Director Of Health Services Step 5	GR469	68.6560	11,900.373	142,804.480
Division Director of Human Services Step 1	GR470	56.4830	9,790.387	117,484.640
Division Director of Human Services Step 2	GR470	59.3090	10,280.227	123,362.720
Division Director of Human Services Step 3	GR470	62.2730	10,793.987	129,527.840
Division Director of Human Services Step 4	GR470	65.3850	11,333.400	136,000.800
Division Director of Human Services Step 5	GR470	68.6560	11,900.373	142,804.480
Environmental Health Manager Step 1	GR444	47.3050	8,199.533	98,394.400
Environmental Health Manager Step 2	GR444	49.6670	8,608.947	103,307.360
Environmental Health Manager Step 3	GR444	52.1510	9,039.507	108,474.080
Environmental Health Manager Step 4	GR444	54.7570	9,491.213	113,894.560
Environmental Health Manager Step 5	GR444	57.4960	9,965.973	119,591.680
Executive Assistant - Confidential Step 1	GR304	29.5230	5,117.320	61,407.840
Executive Assistant - Confidential Step 2	GR304	31.0020	5,373.680	64,484.160
Executive Assistant - Confidential Step 3	GR304	32.5500	5,642.000	67,704.000
Executive Assistant - Confidential Step 4	GR304	34.1780	5,924.187	71,090.240
Executive Assistant - Confidential Step 5	GR304	35.8880	6,220.587	74,647.040
Facilities and Recreation Services Manager Step 1	GR450	44.3160	7,681.440	92,177.280
Facilities and Recreation Services Manager Step 2	GR450	46.5350	8,066.067	96,792.800
Facilities and Recreation Services Manager Step 3	GR450	48.8620	8,469.413	101,632.960
Facilities and Recreation Services Manager Step 4	GR450	51.3030	8,892.520	106,710.240
Facilities and Recreation Services Manager Step 5	GR450	53.8670	9,336.947	112,043.360

Fiscal Officer II Step 1	GR437	44.7520	7,757.013	93,084.160
Fiscal Officer II Step 2	GR437	46.9890	8,144.760	97,737.120
Fiscal Officer II Step 3	GR437	49.3380	8,551.920	102,623.040
Fiscal Officer II Step 4	GR437	51.8050	8,979.533	107,754.400
Fiscal Officer II Step 5	GR437	54.3960	9,428.640	113,143.680
Fleet Manager Step 1	GR414	37.4890	6,498.093	77,977.120
Fleet Manager Step 2	GR414	39.3610	6,822.573	81,870.880
Fleet Manager Step 3	GR414	41.3330	7,164.387	85,972.640
Fleet Manager Step 4	GR414	43.3970	7,522.147	90,265.760
Fleet Manager Step 5	GR414	45.5690	7,898.627	94,783.520
Legal Executive Assistant - Confidential Step 1	GR313	31.7380	5,501.253	66,015.040
Legal Executive Assistant - Confidential Step 2	GR313	33.3250	5,776.333	69,316.000
Legal Executive Assistant - Confidential Step 3	GR313	34.9920	6,065.280	72,783.360
Legal Executive Assistant - Confidential Step 4	GR313	36.7420	6,368.613	76,423.360
Legal Executive Assistant - Confidential Step 5	GR313	38.5770	6,686.680	80,240.160
Legal Executive Assistant Step 1	GR454	31.7380	5,501.253	66,015.040
Legal Executive Assistant Step 2	GR454	33.3250	5,776.333	69,316.000
Legal Executive Assistant Step 3	GR454	34.9920	6,065.280	72,783.360
Legal Executive Assistant Step 4	GR454	36.7420	6,368.613	76,423.360
Legal Executive Assistant Step 5	GR454	38.5770	6,686.680	80,240.160
Legal Secretary I - Confidential Step 1	GR829	20.6920	3,586.613	43,039.360
Legal Secretary I - Confidential Step 2	GR829	21.7230	3,765.320	45,183.840
Legal Secretary I - Confidential Step 3	GR829	22.8100	3,953.733	47,444.800
Legal Secretary I - Confidential Step 4	GR829	23.9530	4,151.853	49,822.240
Legal Secretary I - Confidential Step 5	GR829	25.1450	4,358.467	52,301.600
Legal Secretary II - Confidential Step 1	GR829	21.7470	3,769.480	45,233.760
Legal Secretary II - Confidential Step 2	GR829	22.8360	3,958.240	47,498.880
Legal Secretary II - Confidential Step 3	GR829	23.9740	4,155.493	49,865.920
Legal Secretary II - Confidential Step 4	GR829	25.1750	4,363.667	52,364.000
Legal Secretary II - Confidential Step 5	GR829	26.4370	4,582.413	54,988.960
Nurse Practitioner Step 1	GR468	55.0180	9,536.453	114,437.440
Nurse Practitioner Step 2	GR468	57.7690	10,013.293	120,159.520
Nurse Practitioner Step 3	GR468	60.6570	10,513.880	126,166.560
Nurse Practitioner Step 4	GR468	63.6890	11,039.427	132,473.120
Nurse Practitioner Step 5	GR468	66.8740	11,591.493	139,097.920
Parks and Recreation Manager Step 1	GR408	35.6630	6,181.587	74,179.040
Parks and Recreation Manager Step 2	GR408	37.4450	6,490.467	77,885.600
Parks and Recreation Manager Step 3	GR408	39.3190	6,815.293	81,783.520
Parks and Recreation Manager Step 4	GR408	41.2820	7,155.547	85,866.560
Parks and Recreation Manager Step 5	GR408	43.3500	7,514.000	90,168.000
Payroll Specialist I Step 1	GR831	28.9840	5,023.893	60,286.720
Payroll Specialist I Step 2	GR831	30.4340	5,275.227	63,302.720

Payroll Specialist I Step 3	GR831	31.9540	5,538.693	66,464.320
Payroll Specialist I Step 4	GR831	33.5520	5,815.680	69,788.160
Payroll Specialist I Step 5	GR831	35.2290	6,106.360	73,276.320
Payroll Specialist II Step 1	GR831	31.8810	5,526.040	66,312.480
Payroll Specialist II Step 2	GR831	33.4740	5,802.160	69,625.920
Payroll Specialist II Step 3	GR831	35.1480	6,092.320	73,107.840
Payroll Specialist II Step 4	GR831	36.9050	6,396.867	76,762.400
Payroll Specialist II Step 5	GR831	38.7510	6,716.840	80,602.080
Program Administrator / ASOC Step 1	GR478	47.9480	8,310.987	99,731.840
Program Administrator / ASOC Step 2	GR478	50.3450	8,726.467	104,717.600
Program Administrator / ASOC Step 3	GR478	52.8620	9,162.747	109,952.960
Program Administrator / ASOC Step 4	GR478	55.5060	9,621.040	115,452.480
Program Administrator / ASOC Step 5	GR478	58.2810	10,102.040	121,224.480
Program Administrator / CSOC Step 1	GR477	47.9480	8,310.987	99,731.840
Program Administrator / CSOC Step 2	GR477	50.3450	8,726.467	104,717.600
Program Administrator / CSOC Step 3	GR477	52.8620	9,162.747	109,952.960
Program Administrator / CSOC Step 4	GR477	55.5060	9,621.040	115,452.480
Program Administrator / CSOC Step 5	GR477	58.2810	10,102.040	121,224.480
Program Manager Step 1	GR404	33.4990	5,806.493	69,677.920
Program Manager Step 2	GR404	35.1740	6,096.827	73,161.920
Program Manager Step 3	GR404	36.9310	6,401.373	76,816.480
Program Manager Step 4	GR404	38.7850	6,722.733	80,672.800
Program Manager Step 5	GR404	40.7190	7,057.960	84,695.520
Psychiatric Mental Health Nurse Practitioner Step 1	GR455	85.3790	14,799.027	177,588.320
Psychiatric Mental Health Nurse Practitioner Step 2	GR455	89.6490	15,539.160	186,469.920
Psychiatric Mental Health Nurse Practitioner Step 3	GR455	94.1300	16,315.867	195,790.400
Psychiatric Mental Health Nurse Practitioner Step 4	GR455	98.8380	17,131.920	205,583.040
Psychiatric Mental Health Nurse Practitioner Step 5	GR455	103.7770	17,988.013	215,856.160
Public Health Educator Step 1	GR420	44.3560	7,688.373	92,260.480
Public Health Educator Step 2	GR420	46.5750	8,073.000	96,876.000
Public Health Educator Step 3	GR420	48.9030	8,476.520	101,718.240
Public Health Educator Step 4	GR420	51.3490	8,900.493	106,805.920
Public Health Educator Step 5	GR420	53.9140	9,345.093	112,141.120
Public Health Nurse Manager Step 1	GR442	55.1160	9,553.440	114,641.280
Public Health Nurse Manager Step 2	GR442	57.8740	10,031.493	120,377.920
Public Health Nurse Manager Step 3	GR442	60.7650	10,532.600	126,391.200
Public Health Nurse Manager Step 4	GR442	63.8030	11,059.187	132,710.240
Public Health Nurse Manager Step 5	GR442	66.9890	11,611.427	139,337.120
Public Works Superintendent Step 1	GR466	37.8670	6,563.613	78,763.360
Public Works Superintendent Step 2	GR466	39.7570	6,891.213	82,694.560
Public Works Superintendent Step 3	GR466	41.7420	7,235.280	86,823.360
Public Works Superintendent Step 4	GR466	43.8320	7,597.547	91,170.560

Public Works Superintendent Step 5	GR466	46.0210	7,976.973	95,723.680
Roads and Bridges Manager Step 1	GR467	44.3160	7,681.440	92,177.280
Roads and Bridges Manager Step 2	GR467	46.5350	8,066.067	96,792.800
Roads and Bridges Manager Step 3	GR467	48.8610	8,469.240	101,630.880
Roads and Bridges Manager Step 4	GR467	51.3030	8,892.520	106,710.240
Roads and Bridges Manager Step 5	GR467	53.8680	9,337.120	112,045.440
Senior Administrative Analyst - Confidential Step 1	GR317	39.5020	6,847.013	82,164.160
Senior Administrative Analyst - Confidential Step 2	GR317	41.4770	7,189.347	86,272.160
Senior Administrative Analyst - Confidential Step 3	GR317	43.5490	7,548.493	90,581.920
Senior Administrative Analyst - Confidential Step 4	GR317	45.7260	7,925.840	95,110.080
Senior Administrative Analyst - Confidential Step 5	GR317	48.0140	8,322.427	99,869.120
Senior Administrative Analyst Step 1	GR459	39.5020	6,847.013	82,164.160
Senior Administrative Analyst Step 2	GR459	41.4770	7,189.347	86,272.160
Senior Administrative Analyst Step 3	GR459	43.5490	7,548.493	90,581.920
Senior Administrative Analyst Step 4	GR459	45.7260	7,925.840	95,110.080
Senior Administrative Analyst Step 5	GR459	48.0140	8,322.427	99,869.120
Senior Civil Engineer Step 1	GR433	51.0920	8,855.947	106,271.360
Senior Civil Engineer Step 2	GR433	53.6450	9,298.467	111,581.600
Senior Civil Engineer Step 3	GR433	56.3280	9,763.520	117,162.240
Senior Civil Engineer Step 4	GR433	59.1440	10,251.627	123,019.520
Senior Civil Engineer Step 5	GR433	62.1010	10,764.173	129,170.080
Senior Environmental Health Specialist Step 1	GR443	43.0010	7,453.507	89,442.080
Senior Environmental Health Specialist Step 2	GR443	45.1520	7,826.347	93,916.160
Senior Environmental Health Specialist Step 3	GR443	47.4070	8,217.213	98,606.560
Senior Environmental Health Specialist Step 4	GR443	49.7830	8,629.053	103,548.640
Senior Environmental Health Specialist Step 5	GR443	52.2660	9,059.440	108,713.280
Senior Office Assistant - Confidential Step 1	GR314	21.3180	3,695.120	44,341.440
Senior Office Assistant - Confidential Step 2	GR314	22.3830	3,879.720	46,556.640
Senior Office Assistant - Confidential Step 3	GR314	23.5050	4,074.200	48,890.400
Senior Office Assistant - Confidential Step 4	GR314	24.6780	4,277.520	51,330.240
Senior Office Assistant - Confidential Step 5	GR314	25.9140	4,491.760	53,901.120
Senior Plan Checker/Inspector Step 1	GR482	44.4680	7,707.787	92,493.440
Senior Plan Checker/Inspector Step 2	GR482	46.6910	8,093.107	97,117.280
Senior Plan Checker/Inspector Step 3	GR482	49.0260	8,497.840	101,974.080
Senior Plan Checker/Inspector Step 4	GR482	51.4770	8,922.680	107,072.160
Senior Plan Checker/Inspector Step 5	GR482	54.0510	9,368.840	112,426.080
Senior Planner Step 1	GR423	41.8410	7,252.440	87,029.280
Senior Planner Step 2	GR423	43.9350	7,615.400	91,384.800
Senior Planner Step 3	GR423	46.1320	7,996.213	95,954.560
Senior Planner Step 4	GR423	48.4410	8,396.440	100,757.280
Senior Planner Step 5	GR423	50.8580	8,815.387	105,784.640

Social Worker Supervisor I Step 1	GR481	35.6630	6,181.587	74,179.040
Social Worker Supervisor I Step 2	GR481	37.4450	6,490.467	77,885.600
Social Worker Supervisor I Step 3	GR481	39.3190	6,815.293	81,783.520
Social Worker Supervisor I Step 4	GR481	41.2810	7,155.373	85,864.480
Social Worker Supervisor I Step 5	GR481	43.3500	7,514.000	90,168.000
Social Worker Supervisor II Step 1	GR481	41.8410	7,252.440	87,029.280
Social Worker Supervisor II Step 2	GR481	43.9350	7,615.400	91,384.800
Social Worker Supervisor II Step 3	GR481	46.1320	7,996.213	95,954.560
Social Worker Supervisor II Step 4	GR481	48.4410	8,396.440	100,757.280
Social Worker Supervisor II Step 5	GR481	50.8580	8,815.387	105,784.640
Solid Waste/Recycling Manager Step 1	GR418	44.3160	7,681.440	92,177.280
Solid Waste/Recycling Manager Step 2	GR418	46.5350	8,066.067	96,792.800
Solid Waste/Recycling Manager Step 3	GR418	48.8610	8,469.240	101,630.880
Solid Waste/Recycling Manager Step 4	GR418	51.3030	8,892.520	106,710.240
Solid Waste/Recycling Manager Step 5	GR418	53.8670	9,336.947	112,043.360
Technical Services Manager Step 1	GR416	46.7700	8,106.800	97,281.600
Technical Services Manager Step 2	GR416	49.1090	8,512.227	102,146.720
Technical Services Manager Step 3	GR416	51.5640	8,937.760	107,253.120
Technical Services Manager Step 4	GR416	54.1410	9,384.440	112,613.280
Technical Services Manager Step 5	GR416	56.8490	9,853.827	118,245.920
Utilities Manager Step 1	GR451	37.4890	6,498.093	77,977.120
Utilities Manager Step 2	GR451	39.3610	6,822.573	81,870.880
Utilities Manager Step 3	GR451	41.3330	7,164.387	85,972.640
Utilities Manager Step 4	GR451	43.3980	7,522.320	90,267.840
Utilities Manager Step 5	GR451	45.5690	7,898.627	94,783.520
Victim Witness Coordinator Step 1	GR400	29.5230	5,117.320	61,407.840
Victim Witness Coordinator Step 2	GR400	30.9970	5,372.813	64,473.760
Victim Witness Coordinator Step 3	GR400	32.5480	5,641.653	67,699.840
Victim Witness Coordinator Step 4	GR400	34.1760	5,923.840	71,086.080
Victim Witness Coordinator Step 5	GR400	35.8870	6,220.413	74,644.960

~~405).~~

~~APPENDIX B~~

~~Alternate Work Schedules~~

~~1. Assessor's Office: 4/10 schedule for appraisers as approved by the Assessor from time-to-time.(1)~~

~~2. Child Support Services Office: 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-~~

~~3. Health and Human Services Agency:~~

~~a. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.(2)~~

~~b. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).~~

~~c. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).~~

~~d. 4/10 schedule for certain~~

employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).

e. Public Health Educator work schedule – Four/9 hour days and one/4 hour day. (13-395).

f. 4/10 schedule for Administrative Analyst staff (14-578)

g. Sr. Supervising Environmental Health Specialist - Choose between traditional 5/8, or alternative 9/80 or 4/10 work.

Planning and Building: 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

Public Works:
8:00 a.m. to 4:30 p.m. M-F with 4/10 and 9/80 schedules and associated start/stop time variations assigned to specific employees from time-to-time as approved by the Department Head. (17-40).
Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(2) Established prior to County policy requiring Board of Supervisors' approval of alternate work schedules.

(2) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

Employees may request an alternate work schedule from their currently assigned schedule. All such requests must be submitted in writing at least two (2) weeks in advance of the proposed start date and are subject to the approval of the employee's department head. Approval shall be based on the operational needs of the department, and no request shall be granted if it would adversely impact departmental efficiency or service delivery. Any approved alternate schedule must conform to established weekly timecard periods for the purpose of accurate payroll processing. Approved schedules may be modified or revoked by the department head if operational needs require.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-414

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Three-Year Memorandum of Understanding (MOU) with the Service Employees' International Union (SEIU), Effective November 1, 2025; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Memorandum of Understanding (MOU) with the Service Employees' International Union (SEIU), Effective November 1, 2025; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU.

The term of the MOU is from November 1, 2025, through October 31st, 2028. Pursuant to Article 20, "Duration" of the previous MOU, the parties have met and conferred and have agreed to enter into the MOU. The following is a Summary of the notable changes that were made to this MOU:

Article 6.1.1 and 6.1.2 - Compensation updates the effective dates for the Cost of Living increase.

Article 6.3.2.1 - Shift Differential - Replace the current language that outlines that all hours worked between 12:30 PM and 9:00 PM, when the shift begins after 12:30 will be paid $1.00 more per hour. The replacement language outlines that if half or more of the shift occurs after 3:00 PM, the entirety of the shift will be paid the shift differential, eliminating the start and end times.

Article 6.3.7.4 - Include animal control officers in the list of positions eligible to receive a 10% incentive pay. To receive the incentive pay, Animal Control Officers must complete and retain the Advanced Cal Animals Certificate.

Article 6.3.9 - Foul Weather and Safety Gear - Add the Survey Technicians to the list of positions to receive foul weather and Safety gear.

Article 6.4.1 - Flexible Benefit Allowance - Agree to increase the Flexible Benefit allowance rates to the rates below and agree to an option to reopen negotiations should another bargaining unit negotiate a rate for any one of the below tiers that is greater than the agreed rates for SEIU:
Employee Only: $587.36
Employee +1: $1,023.04
Employee + Family: $1474.00

Article 8.3.1 - Annual Leave - Agree to replace "10 or more years of service" with "10-14 years of service" and add a new level of vacation accrual at "15 or more years of service" to accrue 5 weeks of leave annually.

Article 6.4.5 - Longevity - Agree to replace the flat rate longevity annual payout amounts to the following tiers and incentives:
10 Years of Service: 3% of the base rate of pay
15 Years of Service: 4% of the base rate of pay
20 Years of Service: 5% of the base rate of pay

BACKGROUND AND HISTORY OF BOARD ACTIONS

In closed session, the board met with and provided direction to their representative.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Don't approve; Negotiations will have to be reopened, and we may be subject to an unfair labor practice claim.

FINANCIAL IMPACT

Necessary funding will be appropriated into each affected budget unit.

ATTACHMENTS

1. **SEIU Tentative Agreement**
2. **SEIU MOU 2025-2028**
3. **2732 - SEIU MOU 2025-2028 - Amended**

VOTE RESULT

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

TENTATIVE AGREEMENT

MARIPOSA COUNTY PROPOSAL
SEIU NEGOTIATIONS

~~September 10, 2025~~
REVISED September 17, 2025

This proposal is in concept format; final language will be drafted as appropriate. This proposal is a comprehensive package/proposal. The provisions contained herein are not separate proposals but are part of a package (which does not prohibit reaching tentative agreement on individual items while working to reach agreement on all items), which must be accepted in its entirety or it shall be deemed rejected. MOU language not changed in this comprehensive proposal shall remain unchanged; however, language that has sunset will be deleted. This proposal is not retroactive and is effective on a go forward basis. Effective date is following Board approval of new MOU, but no sooner than first full pay period following November 1, 2025.

1. Article 6.1.1 and 6.1.2 – Compensation – Delete outdated references to increases in 2023-2024; update remainder of section with new dates and same 2.75%/4.25% formula.

2. Article 6.3.2.1 – Agree to allow employees to qualify for swing shift when half or more of their shift is after 3:00 pm, eliminating a required start time.

3. Article 6.3.7.4 – Agree to add Animal Control Officers who have obtained the Advanced Certificate through CalAnimals to list of classifications receiving 10% incentive pay.

4. Article 6.3.9 – Agree to add Wildlife Services and Survey Technicians to list of classifications receiving foul weather and safety gear.

5. Article 6.3.9.1 – Agree to add Wildlife Services and Survey Technicians to list of classifications receiving work boots.

6. Article 6.4.1 – Insurance – Medical insurance increase for Family level ~~of additional $179.78 (for~~ total ~~of~~ $1474~~)~~, employee only total $587.36, employee +1 total $1,023.04 first year of agreement only with reopener – if another bargaining group receives more than SEIU in County health insurance contributions, reopen upon written request of either party, and reopener sunset on ~~December 31~~ October 31, 2028.

7. Article 8.3.1 – Annual Leave – Agree to modify "10 or more years of service" to "10-14 years of service" and add new level of vacation rate at "15 or more years of service - 5 weeks."

8. Article 6.4.5 – Longevity – Eliminate tiering and agree to convert longevity for all regular employees covered by MOU to percentages at the following percentage formula with only the following levels: ~~1.5%~~ 3% at year 10; ~~3%~~ 4% at year 15; and 5% at year 20.

9. Article 20 – Duration – Three-year term ~~and move end date of term to December~~

County

9/18/25

Date

SEIU

9/18/25

Date

MARIPOSA COUNTY

SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)
Local 521

MEMORANDUM OF UNDERSTANDING
November 1, 2025~~3~~ – October 31, 2028~~5~~

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Service Employees International Union, Local 521 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization, which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

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

Section 2.3 - Management Employee

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

Section 2.4 - Confidential Employee

"Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining. The County will notify the Union in advance of any proposed changes to confidential employee designations.

Section 2.5 - Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part-Time Employees" are employees working in classifications listed in Appendix "A" on less than a full-time basis. Permanent part-time employees will accrue benefits and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

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

Section 2.7 - Anniversary Date

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

ARTICLE 3 - NON-DISCRIMINATION

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

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Section 4.2

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

Section 4.3

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

Section 4.4

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

Section 4.5

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

4.5.1 - Direct the work of its employees;

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

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

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

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

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

4.5.8 – The County reserves the right to consider and implement employee layoffs and furloughs at any point during the term of this Memorandum of Understanding. In the event layoffs or furloughs are implemented, the County will meet and confer regarding the effects of such layoffs or furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards. The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time. The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union, as specified below.

5.1.3 - Labor Negotiations. The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than four (4) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time

provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case, the ground rules on release time will govern for those negotiations only.

5.1.3.1 - Compensated Time Off. Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their vacation or compensatory time off to attend scheduled negotiations.

5.1.3.2 - Resource Members. Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using leave without pay, vacation, or compensatory time off.

5.1.4 - Grievance Processing. The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews. One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

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

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt county business.

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

5.2.4 - Names and Addresses of Covered Workers. The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge. The County shall further supply a list of all new hires, including classification and work location to the Union on a monthly basis when submitting the dues/fees report.

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

5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

5.2.7 – Copy of Budget. The County will provide a copy of the draft proposed annual budget when it is available, and prior to the formal budget hearings each year.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

5.3.2 - Employee Payroll Deductions: The County will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the County, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 - Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the County a monthly list, in an electronic mailable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e- mailed to the Payroll Specialist. The County shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 - County List: The County, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 - Employee Questions: Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

5.3.6 - Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the County a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the County per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the County may request a copy of the employee's authorization.

5.3.7 - Change in Dues Authorization: The County, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the County's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The County will not process any requests to revoke or change authorizations that may come to it directly from a County employee. The County, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

5.3.8 - Forfeiture of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this Agreement. This includes not only the County's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The County shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the County's payroll processor is named in its capacity as the party responsible for administering the payroll for the County.

In no event shall the County be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

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

5.4.2 – Union and Employee Participation

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

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

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

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

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

5.4.3 – Information Provided

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

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

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

Such information will be provided as follows:

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

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

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

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

6.1.1 - Wage Increase.

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

~~Two and three-quarter percent (2.75%)effective November 1, 2023.~~

~~Salary increase for year 2of the Agreement, which will be effective November 1, 2024, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase that year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:~~

Effective November 1 of only each calendar year of this agreement~~,~~ respectively, ~~salary~~ base wage increase~~s~~ will be determined by a ~~wage adjustment~~ formula tied to both the consumer price index ("CPI") and revenue growth in the County's General Purpose Revenue as follows:

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

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of the same year, respectively. For example, an adjustment on November 1, 2025, would consider CPI for August 2025. ~~2024.~~

The actual percentage of growth in the County's General Purpose Revenue between one year and two years prior to the adjustment fiscal year. For example, an adjustment on November 1, 2025, would consider the change between General Purpose Revenue in Fiscal Year 2024-2025(one year prior) and Fiscal Year 2023-2024 (two years prior).~~Fiscal Years 2022-23 and 2023-24 for Year 2 salary adjustment.~~

Commented [SKB1]: This additional language "the change between" was not included in the MCMCO document I reviewed.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. ~~Only for the term of this agreement~~Through December 31, 2025, employees shall be paid on the last working day of each calendar month.

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

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

Commented [SKB2]: The following language is in the new MCMCO agreement, but I don't see it here:
All payroll reductions will be evenly distributed across 26 biweekly pay periods in a year. In November and December 2025, employees shall be paid on the last working day of each calendar month. The transition from the existing monthly payroll schedule to a biweekly payroll schedule will occur in January of 2026. Pay will be disbursed every two weeks following, starting on Friday, January 16, 2026.

For transition purposes only, at the time of transition to a biweekly payroll schedule in January 2026, a one-time salary adjustment equivalent will be made of up to three days' pay (four days pay for employees scheduled to work on December 28, 2025).

Either party may request in writing to reopen discussions regarding the payroll transition process if unforeseen circumstances occur or material questions arise that significantly affect either party's ability to meet their obligations under the terms of the current payroll transition agreement. Such circumstances have not been foreseen at the time of Aagreement execution.

Employees may voluntarily agree to payroll deductions to contribute to the Union's Committee on Political Education (COPE.) Contingent on implementation occurring Countywide, transition from existing monthly payroll schedule to biweekly payroll schedule.

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

6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

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

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

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

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

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

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

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

Section 6.3 - Differentials/Allowances

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

Employees assigned to on-call duty shall receive two dollars and fifty cents ($2.50) per hour for each hour of on-call duty, which effective August 1, 2024 shall be increased $.50 cents to a total of three dollars ($3.00) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period and may be subject to investigation for dereliction of duty. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

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

6.3.2.1 – Fifty cents ($.50) per hour (increased $.50 cents to a total of one dollar ($1.00) per hour effective August 1, 2024) for all hours worked when half or more of the shift occurs after 3:00 PM. ~~between 12:30 PM and 9:00 PM, when the work shift begins after 12:30 PM~~.

6.3.2.2 - One dollar ($1.00) per hour (increased $.50 cents to a total of one dollar and fifty cents ($1.50) per hour effective August 1, 2024) for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential. The County agrees to provide an allowance for split shift differential of $10 per day, which effective August 1, 2024 shall be increased $15 to a total of $25.00 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay. Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three

(3) hours of pay at one and one half times the normal hourly rate, or compensatory time off at rate of time and one half, at election of employee at the time of accrual.

6.3.4.01 – Court Pay. Effective August 1, 2024, any court appearance during an employee's off-duty time in the AM hours shall be compensated with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive AM hours, including PM hours, shall be compensated at time and one-half.

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

6.3.5 - Tool Allowance. Employees who occupy the classification of commercial truck driver/equipment mechanic and equipment mechanic/heavy equipment mechanic, and who are required to furnish their own tools for their job assignment shall receive up to eight hundred dollars ($800) per year for replacement or purchase of tools upon submission of appropriate proof of purchase and approval by the Fleet Superintendent.

6.3.6 - Special Assignment Pay. Special assignment compensation of 5% above the base pay shall apply to employees who are assigned to the Fuels reduction - Forestry Crew that is routinely and consistently assigned to remove, prune or otherwise care for trees.

6.3.7 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of $200 per semester provided they have received prior approval by their department head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

6.3.7.1. The County reimbursement will also cover general courses for an AA/AS or BA/BS degree at an institution accredited by the State of California provided:

a. The course is part of a degree plan approved in writing by the Human Resources Director in advance of beginning the course and is directly relevant to the employee's current job duties, in the judgment of the Human Resources Director.

b. The proposed plan is submitted to the Human Resources Director in writing no later than February 1 prior to the fiscal year in which the bargaining unit member will begin any course for which he/she seeks reimbursement, so that the cost can be factored into the budget preparation process.

6.3.7.2 The County agrees to establish an incentive pay program to compensate employees for earning County required certificates relative to their current job classification. The eligible certificates shall be identified by the County and incorporated in the MOU. The incentive pay for the subject certificates shall be a flat dollar rate equivalent to 10% above the employee's current salary.

6.3.7.3 The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA) as required by the job classification.
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology as required by the job classification.
- $300 monthly stipend for a Registered Environmental Health Specialist with no experience.
- $600 monthly stipend for a Registered Environmental Health Specialist with one year of experience.
- 3% increase in the base salary for a Public Health Nurse II to oversee the Tobacco Education Program.
- 15% increase in the base salary for Associate Engineers with a State of California engineer's license.

A $300 monthly stipend shall be provided for employees in the classification of Alcohol and Drug Specialist I, II, III, or Senior Alcohol and Drug Specialist.

6.3.7.4 Employees in the following positions shall receive 10% above their base pay for the following certifications:

- Maintenance Foreman
  1. Grade I Wastewater Treatment Plant Operator
  2. Grade I Water Treatment Plant Operator
  3. Qualified Applicator's Certification for herbicides and pesticides
  4. American Water Works Association Backflow Prevention Tester Certificate
- Senior Maintenance Worker-Facilities
  1. Grade I Wastewater Treatment Plant Operator Certificate
  2. Grade I Water Treatment Plant Operator Certificate
  3. Qualified Applicator's Certification for herbicides and pesticides Maintenance Worker II-Facilities
  4. Grade I Wastewater Treatment Plant Operator Certificate
  5. Grade I Water Treatment Plant Operator Certificate
  6. Qualified Applicator's Certification for herbicides and pesticides
- Effective November 1, 2025, an Animal Control Officer who obtains the Advanced Certificate through CalAnimals. ~~will be eligible to receive 10% above their base pay. Pre-approval by the department head is required before an employee works towards the incentive.~~
- Effective August 1, 2024, Sheriff's Dispatch – Post Dispatchers Certification

The employee will be required to obtain all certificates for their particular class in order to qualify for the incentive pay. Pre-approval by the department head is required before an employee works towards the incentive pay effort.

Commented [SKB3]: Language I deleted is duplicative of above and below language and not needed.

6.3.8 - Uniforms. The County shall provide uniforms to the employees of the Road Division, the Facilities Division (this division includes special districts, building maintenance, and parks and recreation), Plant Operations Division, and the Solid Waste Division in accordance with any department policies and applicable regulations. The County shall provide uniforms to mechanics, mechanic helpers, and mechanic supervisors.

The County shall provide each Sheriff's Dispatcher with the following uniform complement: 2 shirts, 2 pairs of pants, 1 jacket, and 1 belt. Replacement items will be provided at County expense, as needed and approved by the department head.

6.3.9 - Foul Weather and Safety Gear. Regular full-time and permanent part-time Road Division employees, Facility Division employees, Equipment Mechanics, Plant Operations Division employees, Building Inspectors, Environmental Health Division employees, Agricultural Commissioner employees, and Animal Control Officers who are required to work outdoors in inclement weather or required to use safety gear, shall be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head. Currently the specific equipment to be provided for each class is as follows:

- Road Division - Road Division employees will be provided 1 winter jacket and 1 three-piece heavy-duty rain suit which includes jackets, bib overalls and hood. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots. The winter jackets and rain gear must have reflective striping and can be either yellow or orange.

- Facilities Maintenance - Facilities Maintenance employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Fleet Division - Fleet Division mechanics will be provided 1 three-piece heavy-duty rain suit the same as the Road Division employees, and a two-piece set of insulated coveralls. The footwear required shall be insulated snow pack or Sorel-type boots.

- Plant Operations Division - Plant Operations employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Building Inspectors, Environmental Health Division, effective August 1, 2024, Engineering Division, and Agricultural Commissioner Department - Building Inspectors, Environmental Health employees, ~~and~~ Agricultural Commissioner employees, and effective November 1, 2025, Survey Technicians will be provided 1 three-piece heavy-duty rain suit, insulated gloves, and snow pack or Sorel-type insulated boots. Effective November 1, 2025, Survey Technicians will be entitled to the same provisions as listed above.

Commented [SKB4]: We need "Wildlife Services" also added per the TA.

- Animal Control Officers - Animal Control Officers will be provided 1 three-piece heavy-duty rain suit, insulated gloves and fireman-type steel shank and toe boots.

All of the rain gear shall be the same reflective striping and be either orange or yellow for consistency. The replacement schedule for the rain gear will be approximately every two to three years unless it is damaged before that time. The boots should last three to four years at a minimum unless they are damaged before then.

6.3.9.1 Work Boot - Employees who are currently provided footwear pursuant to section 6.3.9 will be allowed to select a work boot of their choice to satisfy the footwear requirement. The County will reimburse the employee for the cost of the work boot, up to a maximum amount of One Hundred and Fifty Dollars ($150). ~~Seventy-Five Dollars ($75.00) (increased $75 to a total of One Hundred and Fifty Dollars ($150.00) effective August 1, 2024)~~ per calendar year, regardless of wear and tear and/or damage to the work boot from the date the option is selected by the employee. This section does not apply to employees assigned to the Solid Waste Division. If deemed necessary by the County, the County will purchase the insulated snow pack or Sorel-type boots separate and apart from the employee's selected work boot.

Section 6.3.9.2 – Fuels Reduction – Forestry Crew Boots. The Public Works Department will provide employees permanently assigned as Fuels Reduction - Forestry Crew in the Roads Division of the Public Works Department two new pairs of climbing boots every five (5) years, not to exceed a total of $450 per pair.

During the five (5) year period, the Public Works Department will reimburse Fuels Reduction – Forestry Crew employees for annual service for each pair of boots at a cost not expected to exceed $100 per pair per year (increased $50 to a total of not expected to exceed $150 effective August 1, 2024).

6.3.10 - Solid Waste Division Work Boots. The County shall provide employees of the Solid Waste Division a voucher towards the cost of work boots in the amount of One Hundred Fifty Dollars ($150.00) per employee. The voucher shall be provided to each employee once per year from the date the employee received their previous voucher or upon damage subject to the approval of the Solid Waste/Recycling Manager. Employees who are not able to use the voucher can instead be reimbursed by the County for a verified expenditure toward the cost of work boots, not to exceed One Hundred Fifty Dollars ($150.00) per year.

6.3.11 - Uniform Allowance. The County shall provide the following uniform allowance: The Animal Control Officers shall receive an annual uniform allowance of Three Hundred and Fifty ($350.00).

6.3.13 – Training Premium. Effective August 1, 2024, employees assigned in writing by their department head or designee to perform training functions shall receive an additional five percent (5%) of their base pay while actually performing these assigned training duties. The written assignment must specify the training to be administered, as well as the start and end dates. Continuous training assignments are not permitted.

6.3.14 – Bilingual Pay. Effective August 1, 2024, employees are eligible for bilingual pay provided that they have successfully demonstrated proficiency in Spanish by passing a County-administered or approved language proficiency examination and whose duties include routine interaction with the Spanish-speaking public as recognized by the CAO in consultation with the Department Head and Human Resources. Bilingual pay is $65 per month. The County will implement an appropriate testing process for employees to demonstrate proficiency as soon as administratively practicable. To qualify for this pay, employees must be in positions recognized by the County as frequently interfacing with Spanish-speaking customers. This stipend will end upon the employee's duties changing to where they are no longer recognized by the Department Head in consultation with Human Resources to be interactive with the Spanish-speaking public.

Section 6.4 - Benefits

6.4.1 - Insurance.

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

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

6.4.1.3 - Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover One Hundred Percent (100%) of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per month per employee for the term of the MOU.

6.4.1.4 - Life Insurance. The County will pay Ten Thousand Dollars ($10,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 - State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

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

must be elected by each participating employee in the manner required by the County's Section 125 Plan.

Flexible Benefit Allowance Cash Option Amount for:

Effective Date	Employee Only	Employee and 1 Additional Individual	Family
December 1, 2025~~3~~	$587.36~~454.81~~	$1,023.04~~791.50~~	$1,474~~138.38~~
~~December 1, 2024~~	~~$517.08~~	~~$899.85~~	~~$1,294.22~~

Option to reopen negotiations for flexible benefit rate increase:

Should another Mariposa County bargaining group receive ~~negotiate~~ a ~~higher~~ flexible benefit allowance amount more than current levels, ~~both parties agree to~~ upon written request of either party, reopen ~~negotiations solely~~ only ~~for the purpose of negotiating the~~ flexible benefit ~~rate increase~~allowance amount;~~, upon either party serving written notice upon the other to do so~~this reopener sunsets on October 31, 2028.

Effective January 1, 2024, the following modifications are made to the Flexible Benefit Allowance as outlined in Section 6.4.1.6:

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

2. **Grandfather Provision for Current Non-Participants**: Existing employees as of the date the Board of Supervisors approves the new MOU, September 3rd, 2024, who are receiving the non-participant rate, will continue to do so under the grandfather clause. This rate shall be maintained at $500.00 and remain in effect until they choose to participate in the County's insurance benefits program, or upon their separation from County service, whether voluntary or involuntary.

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

absence) but do not elect to participate in the County's insurance benefits program during or prior to the interruption, will retain their eligibility for the grandfathered non-participant rate upon return to service.

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

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

6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

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

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

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

6.4.4 - Retirement. The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011.
   For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
   ii. Final compensation based on the single highest year.
   iii. The reporting and paying of EPMC.

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

This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.
iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November 1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members

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

i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.

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

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before February 1, 2007, who retire at or after age 50 with a minimum of five years of service will continue to receive the County health contribution as provided in current County policy.

6.4.5 - Longevity Pay.

~~6.4.5.1 - For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:~~

~~6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.~~

~~6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.~~

~~6.4.5.1.3 - For twenty (20) years of continuous service, a three percent (3%) pay increase to be effective on the twentieth anniversary date for the employee.~~

6.4.5.~~1~~2 - ~~Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, l~~Effective , l~~L~~ongevity shall be granted as follows:

Commented [SKB5]: Insert date new MOU is approved.

6.4.5.~~2~~1.1 - For ten (10) years of continuous services, an additional ~~annual Six Hundred Dollars ($600.00)additional~~ three percent (3%) will be paid to the employee~~, which effective August 1, 2024 shall be increased $30 to a total of Six Hundred and Thirty Dollars ($630.00)~~.

6.4.5.~~2~~1.2 - For fifteen (15) years of continuous services, an additional ~~Eight Hundred and Fifty Dollars ($850.00)~~four percent (4%) will be paid to the employee~~, which effective August 1, 2024 shall be increased $43 to a total of Eight Hundred Ninety-Three Dollars ($893.00)~~.

6.4.5.~~2~~1.3 -For twenty (20) years of continuous services, an additional ~~One Thousand One Hundred Dollars ($1,100.00)~~five percent (5%) will be paid to the employee~~, which effective August 1, 2024 shall be increased $55 to a total of One Thousand One Hundred and Fifty-Five Dollars ($1,155.00)~~.

~~6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee, which effective August 1, 2024 shall be increased $75 to a total of One Thousand Five Hundred Seventy-Five Dollars ($1,575.00).~~

~~6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.~~

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

6.4.6 - Workers' Compensation/State Disability

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

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

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

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. All probationary employees shall receive a written evaluation six (6) months into their employment. The purpose of such evaluation is to assess performance during the probationary period and provide feedback to the employee as to what is necessary to satisfactorily complete the probationary period. At any time during the probationary period, the department head may relieve the individual from employment with the County without cause. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

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

during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position in which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

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

7.3.1 - All employees shall be evaluated on a standardized personnel form.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no

right to appeal such action to the grievance procedure. The Union recognizes that probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Career Ladders

A joint Labor/Management Committee will be established to develop career ladders for specific classifications. The Committee shall consist of no more than four participants, two from the County and two from the Union. The Committee shall initially convene within ninety (90) days of ratification of the MOU and shall meet at least quarterly. Recommendations reached by the Committee are subject to approval by the Human Resources Director and final approval by the Board of Supervisors before implementation.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours. County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached as Appendix B as amended from time to time).

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid point of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 – Non-Exempt Classifications. The attached classifications are deemed non-exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.5 and 8.1.6 below.

8.1.5 – Contract Overtime. Employees in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of forty (40) hours per work week at the rate of time and one half the employee's base hourly rate as set forth in the County's salary

schedule, attached to this MOU as Appendix A. In lieu of receiving contract overtime pay, Employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off must take that time off within six months of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll at the rate of time and one half the employee's base hourly rate. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection. Vacation and sick leave hours will be counted toward to the definition of hours worked for overtime purposes. Effective August 1, 2024, vacation, holiday, and sick leave hours will be counted toward to the definition of hours worked for overtime purposes.

8.1.6 – Statutory Overtime – Work Periods. For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County has declared a seven-day work period for all non-exempt employees in the bargaining unit. Non-exempt employees will have a seven-day work period and be eligible for statutory overtime for all hours actually worked in excess of 40 in the seven-day work period.

8.1.7 – Dual Calculation to Determine Statutory Overtime Owed. Notwithstanding the contract overtime provisions specified in subsection 8.1.5 above, the County has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt employees in excess of 40 in the seven-day work period. To the extent the County's dual calculation method determines that FLSA overtime owed for the 7 day work period exceeds the amount of contract overtime paid pursuant to subsection 8.1.5 for the same 7 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment".

8.1.8- Regular Rate of Pay for Calculation of Statutory Overtime. For the purpose of calculating statutory overtime as defined in subsection 8.1.6 above, the following listed special pays will be added to the employee's base hourly rate to arrive at the employee's regular rate of pay: cash-in-lieu, longevity, incentive pay, shift differential pay, call-back pay, and on-call pay. Statutory overtime required by this subsection shall be calculated in accordance with the FLSA regular rate requirements set forth in 29 CFR sections 778.109 and 778.110.

8.1.9 – Overtime Dispute Resolution Procedures. The County and the Union ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with California Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in subsection 8.1.5 above. The parties further acknowledge and agree that subsection 8.1.5 above establishes the full extent of the County's contractual obligations to pay overtime for services rendered with the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory

overtime under subsections 8.1.6 through 8.1.8 above are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under subsections 8.1.6 through 8.1.8 above, are expressly excluded from the parties' grievance procedures set forth in Article 14 of the MOU.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - In the event the parties reach agreement on the proposed schedule change, the department head will implement the schedule change as soon as administratively possible.

Effective August 1, 2024, the County will properly notify the Union of any proposed schedule changes and provide a written proposal prior to or during the parties' first meeting. This proposal will include the specific schedule change and a summary explanation of the rationale for the change.

If, after four meetings or 30 calendar days from the initial meeting, whichever comes first, the parties are unable to reach an agreement, the Union shall have 15 calendar days to request a review of the schedule change by the Board of Supervisors. Failure by the Union to request review by the Board of Supervisors within the 15-day period will constitute waiver of the review request right. The decision of the Board of Supervisors will be final and binding on both parties.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the County's standardized leave form.

During the term of this agreement but no later than March 2018, the County will review the provisions of this section (8.3 – Leaves) to ensure compliance with applicable State law. To the extent this review necessitates changes to the provisions of this section, the County and the Union will re-open this section to meet and confer over the necessary changes.

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

0-2 years of service	2 weeks
3-9 years of service	3 weeks
10-14 ~~or more~~ years of service	4 weeks
15 or more years of service	5 weeks

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of return to work.

8.3.2 - Vacation Accrual and Cash Out.

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of vacation. Accumulated vacation may be taken between anniversary dates with the approval of the department head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the department head.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event two employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Forty (240) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2021.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. If an employee is absent because of illness or injury for four (4) or more successive days and/or the employee's absences are reflecting a pattern suggesting abuse of sick leave, the department head may request a doctor's verification of illness.

Sick leave may be used by an employee for the following purposes:

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

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

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

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

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under section 20862.8 of CalPERS, however, employees hired after June 30, 1996 will have the CalPERS program credit only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave.

In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry over from one calendar year to the next.

Employees may request additional bereavement leave beyond the five (5) days for a given death. Additional leave is not guaranteed but subject to department head approval. If approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.

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

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

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

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

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

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

8.3.8 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted as soon as possible prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

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

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

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

a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

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

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

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.6.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty. Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift if there are at least two hours or more left in the work shift, excluding commute to the work site. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Leave Without Pay. With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for up to five (5) days, with a limit of five (5) days per fiscal year. Leave of absence without pay beyond the five-day period for an indefinite period not to exceed 30 days must be approved by the department head and Human Resources Director. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed three (3) months immediately prior to the day of election for which the employee is on the ballot. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.13 - Unpaid Leave. The employee shall not be entitled to any compensation for this type of leave and it must be approved by the Human Resources Director. Medical, dental and other insurance may be continued, but at no cost to the County, with the exception of Family

Medical Leave. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

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

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

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

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

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

1. January 1st, New Year's Day
2. Third Monday in January, known as “Martin Luther King's Day”
3. Third Monday in February, known as “Presidents Day”
4. Last Monday in May, known as “Memorial Day”
5. June 19th, known as “Juneteenth”(effective 2025)
5. July 4th, known as “Independence Day”
6. First Monday in September, known as “Labor Day”
7. Second Monday in October, known as “Columbus Day”
8. November 11th, known as “Veterans Day”
9. Thanksgiving Day
10. The day after Thanksgiving Day

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

12. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8 and 11 occurs.

13. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8 and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday. All County employees are entitled to a personal holiday (increased to a total of two personal holidays effective on ratification) which will be allocated on January 1 of each year to be taken in that calendar year; all new employees of the County are entitled to a personal holiday after their one (1) year anniversary to be taken within the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive eight (8) hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - Travel Expenses ~~(Effective August 1, 2024)~~

~~Effective January 1, 2025, sections 10.1.1 through 10.3 will sunset and be discontinued as a~~All travel allowances ~~will be~~are set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A – General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA's frequently asked questions, per diem page for answers to common questions.

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

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

10.1.3 - Employee Expenses. Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate. The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

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

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

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

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

10.2.4 - Banquet Expenses. All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance. A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-county travel shall be advanced to any county employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any preregistration forms for lodging and meals shall be attached to the advance

~~request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within 30 days of the canceled event. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.~~

~~**Section 10.3 - Non-Reimbursable Items**~~

~~The following items are non-reimbursable:~~

~~1. Tips in excess of 15% of the cost of meals (excluding alcohol).~~

~~2. Expenditures for alcoholic beverages~~.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 Out-of-Class Work

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

Employees who are assigned out-of-class work on a temporary basis due to vacation, illness or other short-term leaves, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work due to a vacancy or long term leave, and employees who are performing out of class work on a regular or recurring basis, as defined above, in addition to their regular duties, shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

Section 11.2 - Procedures

When it appears that there has been a change in the duties and responsibilities of a position, a department head may request a reclassification during the budget request process.

An employee, with or without his/her representative, may notify and discuss with his or her department head of the need for reclassification prior to the budget request process. The decision of the department head concerning the reclassification issue shall not be subject to grievance or appeal.

Section 11.3 – Merit System

Merit System rules concerning reclassification shall continue to apply to those employees covered by the State Merit System.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

Section 12.2 - Order of Layoff

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

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Permanent part-time employees in the inverse order of seniority;
d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

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

Section 12.4 - Reassignment in Lieu of Layoff

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

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

Section 12.5 - Layoff

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

Section 12.6 - Re-employment List

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

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

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

Section 12.7 - Seniority Accrual

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

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have a Union representative/steward present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Whenever there is a disciplinary matter under investigation, the affected employee will be notified as soon as practicable and appropriate that he or she is subject to investigation.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

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

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

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

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

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

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in county work areas;

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

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs, or not available if officially on call;

13.1.7 - Misuse of county property or damage to county property resulting from misuse or negligence;

13.1.8 - Violation of a county and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

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

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

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

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

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

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

13.2.5 - Said response shall be made to the department head.

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

Section 13.3 - Decision to Discharge, Demote, or Suspend

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

The notification to the employee shall contain the following:

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

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

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

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5

below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

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

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

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

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

Section 13.3.7 - Arbitrator Authority – The jurisdiction and authority of the arbitrator and his or her opinion and award shall be limited to reviewing the factual and legal basis for the discipline and any affirmative defenses submitted by the employee appealing the decision. Should the arbitrator find insufficient evidence to sustain the misconduct charged by the County, he or she shall have the authority to reverse or modify the disciplinary penalty. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify an provision of this MOU; to impose on either party a limitation or obligation not explicitly provided for in this MOU; or to establish or alter any wage structure.

Subject to jurisdictional limitation provided above, the decision of the arbitrator shall be final and binding on the parties.

For those County employees subject to the State Merit System Services, Government Code section 17550-17566, the right to disciplinary arbitration as provided in section 13.3.6 above shall be subject to the request and approval process under Government Code section 17567 to authorize use of a local agency appeal procedure rather than the procedures in section 17552-17566.

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

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

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

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

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

Section 13.5 - Immediate Interim Suspension

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

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

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

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

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding**,** which has had an adverse impact on one or more bargaining unit members.

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

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

Section 14.2 - Pre-Grievance Step

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

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

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

Section 14.3 - Formal Grievance

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

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

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

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

14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee

within ten (10) working days after receiving a written decision at step one. The County shall mail the written decision via certified mail, return receipt or may effect personal service.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative/steward. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

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

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

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

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

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

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

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the administrative officer shall appoint a substitute.

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

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

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

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

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

ARTICLE 15 - PERSONNEL FILES

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

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file kept at their department. Like the centrally located personnel file, the department file contains private and confidential information and shall be maintained in a secure manner.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the human resources director, county counsel and the administrative officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the

materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

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

The County and the Union agree to establish a joint Labor/Management Safety Committee. The Committee will be comprised of 4 representatives from each side. The Committee shall meet at least twice per year. The purpose of the Committee is to identify health and safety hazards in the workplace and to make recommendations to the County Administrative Officer for their corrections.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding, the County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

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

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

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

Section 18.4 - The County agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting matters within the scope of representation under the Meyers-Milias-Brown Act and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 – SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

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

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on November 1, 2023~~3~~5, and shall continue in full force and effect through October 31, 2025~~8~~. The parties agree that meet and confer on a successor Memorandum of Understanding is completed. This Memorandum of Understanding shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date: _____

Joseph Lynch
County Administrator Officer
County Negotiator

Approved as to Form

Kevin Briggs
Acting County Counsel

For the Union

Elizabeth Camarena
SEIU Local 521

Date: _____

Susan Seed
Negotiating Team Member

Sarah Spaulding
Negotiating Team Member

Appendix A
Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/20234. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

The County will be moving to bi-weekly payroll in January of 2026. The pay schedule which follows will be updated to coincide with that transition in two significant ways:

1. **The County will be rounding hourly rates up to the nearest penny.**
2. **The Monthly Rate column will be eliminated, as it will no longer be relevant to staff pay.**

SEIU 08/26/24

Proposed - Mariposa County Position by Grade and Step

Position Name and Step	Grade Code	Hourly Rate	Montly Rate	Annual Range
4-H Youth Coordinator Step 1	GR146	24.8260	4,303.1730	51,638.0800
4-H Youth Coordinator Step 2	GR146	26.0660	4,518.1070	54,217.2800
4-H Youth Coordinator Step 3	GR146	27.3710	4,744.3070	56,931.6800
4-H Youth Coordinator Step 4	GR146	28.7380	4,981.2530	59,775.0400
4-H Youth Coordinator Step 5	GR146	30.1740	5,230.1600	62,761.9200
Account Clerk I Step 1	GR800	17.1160	2,966.7730	35,601.2800
Account Clerk I Step 2	GR800	17.9670	3,114.2800	37,371.3600
Account Clerk I Step 3	GR800	18.8650	3,269.9330	39,239.2000
Account Clerk I Step 4	GR800	19.8120	3,434.0800	41,208.9600
Account Clerk I Step 5	GR800	20.8000	3,605.3330	43,264.0000
Account Clerk II Step 1	GR800	18.3510	3,180.8400	38,170.0800
Account Clerk II Step 2	GR800	19.2700	3,340.1330	40,081.6000
Account Clerk II Step 3	GR800	20.2310	3,506.7070	42,080.4800
Account Clerk II Step 4	GR800	21.2440	3,682.2930	44,187.5200
Account Clerk II Step 5	GR800	22.3100	3,867.0670	46,404.8000
Accountant I Step 1	GR801	28.4070	4,923.8800	59,086.5600
Accountant I Step 2	GR801	29.8300	5,170.5330	62,046.4000
Accountant I Step 3	GR801	31.3210	5,428.9730	65,147.6800
Accountant I Step 4	GR801	32.8860	5,700.2400	68,402.8800
Accountant I Step 5	GR801	34.5310	5,985.3730	71,824.4800
Accountant II Step 1	GR801	32.6490	5,659.1600	67,909.9200
Accountant II Step 2	GR801	34.2830	5,942.3870	71,308.6400
Accountant II Step 3	GR801	35.9960	6,239.3070	74,871.6800
Accountant II Step 4	GR801	37.7950	6,551.1330	78,613.6000
Accountant II Step 5	GR801	39.6880	6,879.2530	82,551.0400
Accounting Technician I Step 1	GR802	21.3180	3,695.1200	44,341.4400
Accounting Technician I Step 2	GR802	22.3830	3,879.7200	46,556.6400
Accounting Technician I Step 3	GR802	23.5050	4,074.2000	48,890.4000
Accounting Technician I Step 4	GR802	24.6780	4,277.5200	51,330.2400
Accounting Technician I Step 5	GR802	25.9140	4,491.7600	53,901.1200

Accounting Technician II Step 1	GR802	23.5570	4,083.2130	48,998.5600
Accounting Technician II Step 2	GR802	24.7340	4,287.2270	51,446.7200
Accounting Technician II Step 3	GR802	25.9730	4,501.9870	54,023.8400
Accounting Technician II Step 4	GR802	27.2700	4,726.8000	56,721.6000
Accounting Technician II Step 5	GR802	28.6360	4,963.5730	59,562.8800
Accounting Technician III Step 1	GR166	25.9690	4,501.2930	54,015.5200
Accounting Technician III Step 2	GR166	27.2660	4,726.1070	56,713.2800
Accounting Technician III Step 3	GR166	28.6250	4,961.6670	59,540.0000
Accounting Technician III Step 4	GR166	30.0610	5,210.5730	62,526.8800
Accounting Technician III Step 5	GR166	31.5600	5,470.4000	65,644.8000
Administrative Technician Step 1	GR268	30.2180	5,237.7870	62,853.4400
Administrative Technician Step 2	GR268	31.7310	5,500.0400	66,000.4800
Administrative Technician Step 3	GR268	33.3170	5,774.9470	69,299.3600
Administrative Technician Step 4	GR268	34.9810	6,063.3730	72,760.4800
Administrative Technician Step 5	GR268	36.7310	6,366.7070	76,400.4800
Agricultural Program Specialist I Step 1	GR834	24.2750	4,207.6670	50,492.0000
Agricultural Program Specialist I Step 2	GR834	25.4890	4,418.0930	53,017.1200
Agricultural Program Specialist I Step 3	GR834	26.7630	4,638.9200	55,667.0400
Agricultural Program Specialist I Step 4	GR834	28.1020	4,871.0130	58,452.1600
Agricultural Program Specialist I Step 5	GR834	29.5060	5,114.3730	61,372.4800
Agricultural Program Specialist II Step 1	GR834	26.7580	4,638.0530	55,656.6400
Agricultural Program Specialist II Step 2	GR834	28.0920	4,869.2800	58,431.3600
Agricultural Program Specialist II Step 3	GR834	29.5010	5,113.5070	61,362.0800
Agricultural Program Specialist II Step 4	GR834	30.9740	5,368.8270	64,425.9200
Agricultural Program Specialist II Step 5	GR834	32.5230	5,637.3200	67,647.8400
Agricultural Program Specialist III Step 1	GR834	29.7150	5,150.6000	61,807.2000
Agricultural Program Specialist III Step 2	GR834	31.2010	5,408.1730	64,898.0800
Agricultural Program Specialist III Step 3	GR834	32.7600	5,678.4000	68,140.8000
Agricultural Program Specialist III Step 4	GR834	34.4010	5,962.8400	71,554.0800
Agricultural Program Specialist III Step 5	GR834	36.1180	6,260.4530	75,125.4400
Agricultural Standards Program Technician I Step 1	GR154	25.0130	4,335.5870	52,027.0400
Agricultural Standards Program Technician I Step 2	GR154	26.2620	4,552.0800	54,624.9600
Agricultural Standards Program Technician I Step 3	GR154	27.5780	4,780.1870	57,362.2400
Agricultural Standards Program Technician I Step 4	GR154	28.9590	5,019.5600	60,234.7200
Agricultural Standards Program Technician I Step 5	GR154	30.4010	5,269.5070	63,234.0800
Agricultural Standards Program Technician II Step 1	GR121	27.5130	4,768.9200	57,227.0400
Agricultural Standards Program Technician II Step 2	GR121	28.8870	5,007.0800	60,084.9600
Agricultural Standards Program Technician II Step 3	GR121	30.3350	5,258.0670	63,096.8000
Agricultural Standards Program Technician II Step 4	GR121	31.8520	5,521.0130	66,252.1600
Agricultural Standards Program Technician II Step 5	GR121	33.4400	5,796.2670	69,555.2000
Agriculture Standards Inspector I Step 1	GR803	29.5760	5,126.5070	61,518.0800
Agriculture Standards Inspector I Step 2	GR803	31.0510	5,382.1730	64,586.0800
Agriculture Standards Inspector I Step 3	GR803	32.6060	5,651.7070	67,820.4800
Agriculture Standards Inspector I Step 4	GR803	34.2320	5,933.5470	71,202.5600
Agriculture Standards Inspector I Step 5	GR803	35.9450	6,230.4670	74,765.6000

Agriculture Standards Inspector II Step 1	GR803	31.0780	5,386.8530	64,642.2400
Agriculture Standards Inspector II Step 2	GR803	32.6380	5,657.2530	67,887.0400
Agriculture Standards Inspector II Step 3	GR803	34.2650	5,939.2670	71,271.2000
Agriculture Standards Inspector II Step 4	GR803	35.9780	6,236.1870	74,834.2400
Agriculture Standards Inspector II Step 5	GR803	37.7790	6,548.3600	78,580.3200
Alcohol and Drug Specialist I Step 1	GR804	22.4080	3,884.0530	46,608.6400
Alcohol and Drug Specialist I Step 2	GR804	23.5270	4,078.0130	48,936.1600
Alcohol and Drug Specialist I Step 3	GR804	24.7120	4,283.4130	51,400.9600
Alcohol and Drug Specialist I Step 4	GR804	25.9440	4,496.9600	53,963.5200
Alcohol and Drug Specialist I Step 5	GR804	27.2400	4,721.6000	56,659.2000
Alcohol and Drug Specialist II Step 1	GR804	24.7630	4,292.2530	51,507.0400
Alcohol and Drug Specialist II Step 2	GR804	26.0020	4,507.0130	54,084.1600
Alcohol and Drug Specialist II Step 3	GR804	27.3050	4,732.8670	56,794.4000
Alcohol and Drug Specialist II Step 4	GR804	28.6720	4,969.8130	59,637.7600
Alcohol and Drug Specialist II Step 5	GR804	30.1020	5,217.6800	62,612.1600
Animal Control Officer Step 1	GR148	23.6760	4,103.8400	49,246.0800
Animal Control Officer Step 2	GR148	24.8600	4,309.0670	51,708.8000
Animal Control Officer Step 3	GR148	26.1010	4,524.1730	54,290.0800
Animal Control Officer Step 4	GR148	27.4070	4,750.5470	57,006.5600
Animal Control Officer Step 5	GR148	28.7770	4,988.0130	59,856.1600
Appraiser I Step 1	GR805	26.4920	4,591.9470	55,103.3600
Appraiser I Step 2	GR805	27.8180	4,821.7870	57,861.4400
Appraiser I Step 3	GR805	29.2070	5,062.5470	60,750.5600
Appraiser I Step 4	GR805	30.6680	5,315.7870	63,789.4400
Appraiser I Step 5	GR805	32.1990	5,581.1600	66,973.9200
Appraiser II Step 1	GR805	29.2710	5,073.6400	60,883.6800
Appraiser II Step 2	GR805	30.7370	5,327.7470	63,932.9600
Appraiser II Step 3	GR805	32.2750	5,594.3330	67,132.0000
Appraiser II Step 4	GR805	33.8870	5,873.7470	70,484.9600
Appraiser II Step 5	GR805	35.5800	6,167.2000	74,006.4000
Appraiser III Step 1	GR201	33.3320	5,777.5470	69,330.5600
Appraiser III Step 2	GR201	34.9960	6,065.9730	72,791.6800
Appraiser III Step 3	GR201	36.7480	6,369.6530	76,435.8400
Appraiser III Step 4	GR201	38.5850	6,688.0670	80,256.8000
Appraiser III Step 5	GR201	40.5130	7,022.2530	84,267.0400
Assessment-Recording Clerk I Step 1	GR806	18.2600	3,165.0670	37,980.8000
Assessment-Recording Clerk I Step 2	GR806	19.1780	3,324.1870	39,890.2400
Assessment-Recording Clerk I Step 3	GR806	20.1330	3,489.7200	41,876.6400
Assessment-Recording Clerk I Step 4	GR806	21.1400	3,664.2670	43,971.2000
Assessment-Recording Clerk I Step 5	GR806	22.1960	3,847.3070	46,167.6800
Assessment-Recording Clerk II Step 1	GR806	20.0760	3,479.8400	41,758.0800
Assessment-Recording Clerk II Step 2	GR806	21.0800	3,653.8670	43,846.4000
Assessment-Recording Clerk II Step 3	GR806	22.1330	3,836.3870	46,036.6400
Assessment-Recording Clerk II Step 4	GR806	23.2400	4,028.2670	48,339.2000
Assessment-Recording Clerk II Step 5	GR806	24.4030	4,229.8530	50,758.2400

Assessment-Recording Clerk III Step 1	GR220	21.9420	3,803.2800	45,639.3600
Assessment-Recording Clerk III Step 2	GR220	23.0380	3,993.2530	47,919.0400
Assessment-Recording Clerk III Step 3	GR220	24.1900	4,192.9330	50,315.2000
Assessment-Recording Clerk III Step 4	GR220	25.3990	4,402.4930	52,829.9200
Assessment-Recording Clerk III Step 5	GR220	26.6690	4,622.6270	55,471.5200
Associate Engineer Step 1	GR219	39.5020	6,847.0130	82,164.1600
Associate Engineer Step 2	GR219	41.4760	7,189.1730	86,270.0800
Associate Engineer Step 3	GR219	43.5470	7,548.1470	90,577.7600
Associate Engineer Step 4	GR219	45.7230	7,925.3200	95,103.8400
Associate Engineer Step 5	GR219	48.0110	8,321.9070	99,862.8800
Auditor-Appraiser Step 1	GR276	34.9970	6,066.1470	72,793.7600
Auditor-Appraiser Step 2	GR276	36.7470	6,369.4800	76,433.7600
Auditor-Appraiser Step 3	GR276	38.5840	6,687.8930	80,254.7200
Auditor-Appraiser Step 4	GR276	40.5120	7,022.0800	84,264.9600
Auditor-Appraiser Step 5	GR276	42.5400	7,373.6000	88,483.2000
Building Inspector Step 1	GR186	28.9820	5,023.5470	60,282.5600
Building Inspector Step 2	GR186	30.4330	5,275.0530	63,300.6400
Building Inspector Step 3	GR186	31.9530	5,538.5200	66,462.2400
Building Inspector Step 4	GR186	33.5500	5,815.3330	69,784.0000
Building Inspector Step 5	GR186	35.2270	6,106.0130	73,272.1600
Business Systems Analyst I Step 1	GR807	27.0130	4,682.2530	56,187.0400
Business Systems Analyst I Step 2	GR807	28.3660	4,916.7730	59,001.2800
Business Systems Analyst I Step 3	GR807	29.7820	5,162.2130	61,946.5600
Business Systems Analyst I Step 4	GR807	31.2730	5,420.6530	65,047.8400
Business Systems Analyst I Step 5	GR807	32.8360	5,691.5730	68,298.8800
Business Systems Analyst II Step 1	GR807	29.7150	5,150.6000	61,807.2000
Business Systems Analyst II Step 2	GR807	31.2010	5,408.1730	64,898.0800
Business Systems Analyst II Step 3	GR807	32.7600	5,678.4000	68,140.8000
Business Systems Analyst II Step 4	GR807	34.4010	5,962.8400	71,554.0800
Business Systems Analyst II Step 5	GR807	36.1180	6,260.4530	75,125.4400
Cadastral Drafting Technician I Step 1	GR808	25.4550	4,412.2000	52,946.4000
Cadastral Drafting Technician I Step 2	GR808	26.7280	4,632.8530	55,594.2400
Cadastral Drafting Technician I Step 3	GR808	28.0620	4,864.0800	58,368.9600
Cadastral Drafting Technician I Step 4	GR808	29.4640	5,107.0930	61,285.1200
Cadastral Drafting Technician I Step 5	GR808	30.9400	5,362.9330	64,355.2000
Cadastral Drafting Technician II Step 1	GR808	26.7580	4,638.0530	55,656.6400
Cadastral Drafting Technician II Step 2	GR808	28.0920	4,869.2800	58,431.3600
Cadastral Drafting Technician II Step 3	GR808	29.5010	5,113.5070	61,362.0800
Cadastral Drafting Technician II Step 4	GR808	30.9740	5,368.8270	64,425.9200
Cadastral Drafting Technician II Step 5	GR808	32.5230	5,637.3200	67,647.8400
Child Support Accounting Specialist Step 1	GR199	30.4680	5,281.1200	63,373.4400
Child Support Accounting Specialist Step 2	GR199	31.9910	5,545.1070	66,541.2800
Child Support Accounting Specialist Step 3	GR199	33.5870	5,821.7470	69,860.9600
Child Support Accounting Specialist Step 4	GR199	35.2680	6,113.1200	73,357.4400
Child Support Accounting Specialist Step 5	GR199	37.0330	6,419.0530	77,028.6400
Child Support Assistant I Step 1	GR224	16.4400	2,849.6000	34,195.2000

Child Support Assistant I Step 2	GR224	17.2620	2,992.0800	35,904.9600
Child Support Assistant I Step 3	GR224	18.1260	3,141.8400	37,702.0800
Child Support Assistant I Step 4	GR224	19.0320	3,298.8800	39,586.5600
Child Support Assistant I Step 5	GR224	19.9830	3,463.7200	41,564.6400
Child Support Specialist I Step 1	GR809	24.2750	4,207.6670	50,492.0000
Child Support Specialist I Step 2	GR809	25.4890	4,418.0930	53,017.1200
Child Support Specialist I Step 3	GR809	26.7630	4,638.9200	55,667.0400
Child Support Specialist I Step 4	GR809	28.1020	4,871.0130	58,452.1600
Child Support Specialist I Step 5	GR809	29.5060	5,114.3730	61,372.4800
Child Support Specialist II Step 1	GR809	26.7580	4,638.0530	55,656.6400
Child Support Specialist II Step 2	GR809	28.0920	4,869.2800	58,431.3600
Child Support Specialist II Step 3	GR809	29.5010	5,113.5070	61,362.0800
Child Support Specialist II Step 4	GR809	30.9740	5,368.8270	64,425.9200
Child Support Specialist II Step 5	GR809	32.5230	5,637.3200	67,647.8400
Child Support Specialist III Step 1	GR189	29.7150	5,150.6000	61,807.2000
Child Support Specialist III Step 2	GR189	31.2010	5,408.1730	64,898.0800
Child Support Specialist III Step 3	GR189	32.7600	5,678.4000	68,140.8000
Child Support Specialist III Step 4	GR189	34.4010	5,962.8400	71,554.0800
Child Support Specialist III Step 5	GR189	36.1180	6,260.4530	75,125.4400
Code Compliance Technician Step 1	GR212	30.1290	5,222.3600	62,668.3200
Code Compliance Technician Step 2	GR212	31.6350	5,483.4000	65,800.8000
Code Compliance Technician Step 3	GR212	33.2140	5,757.0930	69,085.1200
Code Compliance Technician Step 4	GR212	34.8770	6,045.3470	72,544.1600
Code Compliance Technician Step 5	GR212	36.6230	6,347.9870	76,175.8400
Community Design Development Planner I Step 1	GR837	31.7380	5,501.2530	66,015.0400
Community Design Development Planner I Step 2	GR837	33.3240	5,776.1600	69,313.9200
Community Design Development Planner I Step 3	GR837	34.9910	6,065.1070	72,781.2800
Community Design Development Planner I Step 4	GR837	36.7400	6,368.2670	76,419.2000
Community Design Development Planner I Step 5	GR837	38.5770	6,686.6800	80,240.1600
Community Design Development Planner II Step 1	GR837	35.6620	6,181.4130	74,176.9600
Community Design Development Planner II Step 2	GR837	37.4460	6,490.6400	77,887.6800
Community Design Development Planner II Step 3	GR837	39.3180	6,815.1200	81,781.4400
Community Design Development Planner II Step 4	GR837	41.2840	7,155.8930	85,870.7200
Community Design Development Planner II Step 5	GR837	43.3490	7,513.8270	90,165.9200
Community Mental Health Nurse Step 1	GR213	35.5680	6,165.1200	73,981.4400
Community Mental Health Nurse Step 2	GR213	37.3460	6,473.3070	77,679.6800
Community Mental Health Nurse Step 3	GR213	39.2130	6,796.9200	81,563.0400
Community Mental Health Nurse Step 4	GR213	41.1760	7,137.1730	85,646.0800
Community Mental Health Nurse Step 5	GR213	43.2310	7,493.3730	89,920.4800
Custodian Step 1	GR107	18.5280	3,211.5200	38,538.2400
Custodian Step 2	GR107	19.4560	3,372.3730	40,468.4800
Custodian Step 3	GR107	20.4300	3,541.2000	42,494.4000
Custodian Step 4	GR107	21.4490	3,717.8270	44,613.9200
Custodian Step 5	GR107	22.5230	3,903.9870	46,847.8400
Deputy Treasurer Step 1	GR188	29.2710	5,073.6400	60,883.6800
Deputy Treasurer Step 2	GR188	30.7370	5,327.7470	63,932.9600

Deputy Treasurer Step 3	GR188	32.2750	5,594.3330	67,132.0000
Deputy Treasurer Step 4	GR188	33.8870	5,873.7470	70,484.9600
Deputy Treasurer Step 5	GR188	35.5800	6,167.2000	74,006.4000
Development Services Technician Step 1	GR150	23.7350	4,114.0670	49,368.8000
Development Services Technician Step 2	GR150	24.9210	4,319.6400	51,835.6800
Development Services Technician Step 3	GR150	26.1680	4,535.7870	54,429.4400
Development Services Technician Step 4	GR150	27.4740	4,762.1600	57,145.9200
Development Services Technician Step 5	GR150	28.8500	5,000.6670	60,008.0000
Driver Step 1	GR229	18.7250	3,245.6670	38,948.0000
Driver Step 2	GR229	19.6610	3,407.9070	40,894.8800
Driver Step 3	GR229	20.6440	3,578.2930	42,939.5200
Driver Step 4	GR229	21.6760	3,757.1730	45,086.0800
Driver Step 5	GR229	22.7600	3,945.0670	47,340.8000
Elections Clerk I Step 1	GR810	20.4870	3,551.0800	42,612.9600
Elections Clerk I Step 2	GR810	21.5070	3,727.8800	44,734.5600
Elections Clerk I Step 3	GR810	22.5830	3,914.3870	46,972.6400
Elections Clerk I Step 4	GR810	23.7130	4,110.2530	49,323.0400
Elections Clerk I Step 5	GR810	24.8970	4,315.4800	51,785.7600
Elections Clerk II Step 1	GR810	22.6340	3,923.2270	47,078.7200
Elections Clerk II Step 2	GR810	23.7670	4,119.6130	49,435.3600
Elections Clerk II Step 3	GR810	24.9550	4,325.5330	51,906.4000
Elections Clerk II Step 4	GR810	26.2040	4,542.0270	54,504.3200
Elections Clerk II Step 5	GR810	27.5130	4,768.9200	57,227.0400
Eligibility Specialist I Step 1	GR811	24.2750	4,207.6670	50,492.0000
Eligibility Specialist I Step 2	GR811	25.4890	4,418.0930	53,017.1200
Eligibility Specialist I Step 3	GR811	26.7630	4,638.9200	55,667.0400
Eligibility Specialist I Step 4	GR811	28.1020	4,871.0130	58,452.1600
Eligibility Specialist I Step 5	GR811	29.5050	5,114.2000	61,370.4000
Eligibility Specialist II Step 1	GR811	26.7580	4,638.0530	55,656.6400
Eligibility Specialist II Step 2	GR811	28.0920	4,869.2800	58,431.3600
Eligibility Specialist II Step 3	GR811	29.5010	5,113.5070	61,362.0800
Eligibility Specialist II Step 4	GR811	30.9740	5,368.8270	64,425.9200
Eligibility Specialist II Step 5	GR811	32.5230	5,637.3200	67,647.8400
Eligibility Specialist III Step 1	GR149	29.7150	5,150.6000	61,807.2000
Eligibility Specialist III Step 2	GR149	31.2010	5,408.1730	64,898.0800
Eligibility Specialist III Step 3	GR149	32.7600	5,678.4000	68,140.8000
Eligibility Specialist III Step 4	GR149	34.4010	5,962.8400	71,554.0800
Eligibility Specialist III Step 5	GR149	36.1180	6,260.4530	75,125.4400
Eligibility Supervisor Step 1	GR190	29.7150	5,150.6000	61,807.2000
Eligibility Supervisor Step 2	GR190	31.2010	5,408.1730	64,898.0800
Eligibility Supervisor Step 3	GR190	32.7600	5,678.4000	68,140.8000
Eligibility Supervisor Step 4	GR190	34.4010	5,962.8400	71,554.0800
Eligibility Supervisor Step 5	GR190	36.1180	6,260.4530	75,125.4400
Engineering Technician I Step 1	GR812	24.7640	4,292.4270	51,509.1200
Engineering Technician I Step 2	GR812	26.0010	4,506.8400	54,082.0800
Engineering Technician I Step 3	GR812	27.3010	4,732.1730	56,786.0800

Engineering Technician I Step 4	GR812	28.6670	4,968.9470	59,627.3600
Engineering Technician I Step 5	GR812	30.1010	5,217.5070	62,610.0800
Engineering Technician II Step 1	GR812	28.1280	4,875.5200	58,506.2400
Engineering Technician II Step 2	GR812	29.5330	5,119.0530	61,428.6400
Engineering Technician II Step 3	GR812	31.0080	5,374.7200	64,496.6400
Engineering Technician II Step 4	GR812	32.5610	5,643.9070	67,726.8800
Engineering Technician II Step 5	GR812	34.1860	5,925.5730	71,106.8800
Engineering Technician III Step 1	GR198	31.0780	5,386.8530	64,642.2400
Engineering Technician III Step 2	GR198	32.6380	5,657.2530	67,887.0400
Engineering Technician III Step 3	GR198	34.2650	5,939.2670	71,271.2000
Engineering Technician III Step 4	GR198	35.9780	6,236.1870	74,834.2400
Engineering Technician III Step 5	GR198	37.7790	6,548.3600	78,580.3200
Engineering Technician Trainee Step 1	GR127	20.6920	3,586.6130	43,039.3600
Engineering Technician Trainee Step 2	GR127	21.7240	3,765.4930	45,185.9200
Engineering Technician Trainee Step 3	GR127	22.8100	3,953.7330	47,444.8000
Engineering Technician Trainee Step 4	GR127	23.9530	4,151.8530	49,822.2400
Engineering Technician Trainee Step 5	GR127	25.1470	4,358.8130	52,305.7600
Environmental Health Aide Step 1	GR115	19.9720	3,461.8130	41,541.7600
Environmental Health Aide Step 2	GR115	20.9710	3,634.9730	43,619.6800
Environmental Health Aide Step 3	GR115	22.0190	3,816.6270	45,799.5200
Environmental Health Aide Step 4	GR115	23.1190	4,007.2930	48,087.5200
Environmental Health Aide Step 5	GR115	24.2750	4,207.6670	50,492.0000
Environmental Health Specialist I Step 1	GR832	31.3480	5,433.6530	65,203.8400
Environmental Health Specialist I Step 2	GR832	32.9150	5,705.2670	68,463.2000
Environmental Health Specialist I Step 3	GR832	34.5610	5,990.5730	71,886.8800
Environmental Health Specialist I Step 4	GR832	36.2900	6,290.2670	75,483.2000
Environmental Health Specialist I Step 5	GR832	38.1030	6,604.5200	79,254.2400
Environmental Health Specialist II Step 1	GR832	34.8320	6,037.5470	72,450.5600
Environmental Health Specialist II Step 2	GR832	36.5720	6,339.1470	76,069.7600
Environmental Health Specialist II Step 3	GR832	38.4010	6,656.1730	79,874.0800
Environmental Health Specialist II Step 4	GR832	40.3220	6,989.1470	83,869.7600
Environmental Health Specialist II Step 5	GR832	42.3380	7,338.5870	88,063.0400
Equipment Mechanic - Heavy Equipment Step 1	GR168	25.9690	4,501.2930	54,015.5200
Equipment Mechanic - Heavy Equipment Step 2	GR168	27.2660	4,726.1070	56,713.2800
Equipment Mechanic - Heavy Equipment Step 3	GR168	28.6250	4,961.6670	59,540.0000
Equipment Mechanic - Heavy Equipment Step 4	GR168	30.0610	5,210.5730	62,526.8800
Equipment Mechanic - Heavy Equipment Step 5	GR168	31.5600	5,470.4000	65,644.8000
Equipment Mechanic Supervisor Step 1	GR261	29.2710	5,073.6400	60,883.6800
Equipment Mechanic Supervisor Step 2	GR261	30.7370	5,327.7470	63,932.9600
Equipment Mechanic Supervisor Step 3	GR261	32.2750	5,594.3330	67,132.0000
Equipment Mechanic Supervisor Step 4	GR261	33.8870	5,873.7470	70,484.9600
Equipment Mechanic Supervisor Step 5	GR261	35.5800	6,167.2000	74,006.4000
Equipment Operator - Solid Waste Step 1	GR258	23.9890	4,158.0930	49,897.1200
Equipment Operator - Solid Waste Step 2	GR258	25.1870	4,365.7470	52,388.9600
Equipment Operator - Solid Waste Step 3	GR258	26.4460	4,583.9730	55,007.6800
Equipment Operator - Solid Waste Step 4	GR258	27.7690	4,813.2930	57,759.5200

Equipment Operator - Solid Waste Step 5	GR258	29.1580	5,054.0530	60,648.6400
Equipment Service Worker Step 1	GR177	20.4850	3,550.7330	42,608.8000
Equipment Service Worker Step 2	GR177	21.5080	3,728.0530	44,736.6400
Equipment Service Worker Step 3	GR177	22.5840	3,914.5600	46,974.7200
Equipment Service Worker Step 4	GR177	23.7130	4,110.2530	49,323.0400
Equipment Service Worker Step 5	GR177	24.8980	4,315.6530	51,787.8400
Executive Assistant Step 1	GR266	29.5230	5,117.3200	61,407.8400
Executive Assistant Step 2	GR266	31.0020	5,373.6800	64,484.1600
Executive Assistant Step 3	GR266	32.5500	5,642.0000	67,704.0000
Executive Assistant Step 4	GR266	34.1780	5,924.1870	71,090.2400
Executive Assistant Step 5	GR266	35.8880	6,220.5870	74,647.0400
Fire Prevention Inspector I Step 1	GR813	21.4170	3,712.2800	44,547.3600
Fire Prevention Inspector I Step 2	GR813	22.4870	3,897.7470	46,772.9600
Fire Prevention Inspector I Step 3	GR813	23.6110	4,092.5730	49,110.8800
Fire Prevention Inspector I Step 4	GR813	24.7920	4,297.2800	51,567.3600
Fire Prevention Inspector I Step 5	GR813	26.0320	4,512.2130	54,146.5600
Fire Prevention Inspector II Step 1	GR813	27.3320	4,737.5470	56,850.5600
Fire Prevention Inspector II Step 2	GR813	28.7010	4,974.8400	59,698.0800
Fire Prevention Inspector II Step 3	GR813	30.1350	5,223.4000	62,680.8000
Fire Prevention Inspector II Step 4	GR813	31.6410	5,484.4400	65,813.2800
Fire Prevention Inspector II Step 5	GR813	33.2240	5,758.8270	69,105.9200
GIS Specialist I Step 1	GR814	30.7600	5,331.7330	63,980.8000
GIS Specialist I Step 2	GR814	32.2950	5,597.8000	67,173.6000
GIS Specialist I Step 3	GR814	33.9130	5,878.2530	70,539.0400
GIS Specialist I Step 4	GR814	35.6070	6,171.8800	74,062.5600
GIS Specialist I Step 5	GR814	37.3870	6,480.4130	77,764.9600
GIS Specialist II Step 1	GR814	33.8340	5,864.5600	70,374.7200
GIS Specialist II Step 2	GR814	35.5280	6,158.1870	73,898.2400
GIS Specialist II Step 3	GR814	37.3040	6,466.0270	77,592.3200
GIS Specialist II Step 4	GR814	39.1690	6,789.2930	81,471.5200
GIS Specialist II Step 5	GR814	41.1290	7,129.0270	85,548.3200
Information Systems Specialist I Step 1	GR815	33.8330	5,864.3870	70,372.6400
Information Systems Specialist I Step 2	GR815	35.5270	6,158.0130	73,896.1600
Information Systems Specialist I Step 3	GR815	37.3020	6,465.6800	77,588.1600
Information Systems Specialist I Step 4	GR815	39.1680	6,789.1200	81,469.4400
Information Systems Specialist I Step 5	GR815	41.1280	7,128.8530	85,546.2400
Information Systems Specialist II Step 1	GR815	41.3140	7,161.0930	85,933.1200
Information Systems Specialist II Step 2	GR815	43.3790	7,519.0270	90,228.3200
Information Systems Specialist II Step 3	GR815	45.5490	7,895.1600	94,741.9200
Information Systems Specialist II Step 4	GR815	47.8300	8,290.5330	99,486.4000
Information Systems Specialist II Step 5	GR815	50.2180	8,704.4530	104,453.4400
Junior Engineer Step 1	GR214	35.7450	6,195.8000	74,349.6000
Junior Engineer Step 2	GR214	37.5330	6,505.7200	78,068.6400
Junior Engineer Step 3	GR214	39.4080	6,830.7200	81,968.6400
Junior Engineer Step 4	GR214	41.3790	7,172.3600	86,068.3200
Junior Engineer Step 5	GR214	43.4480	7,530.9870	90,371.8400

Kitchen Assistant Step 1	GR100	16.4400	2,849.6000	34,195.2000
Kitchen Assistant Step 2	GR100	17.2620	2,992.0800	35,904.9600
Kitchen Assistant Step 3	GR100	18.1260	3,141.8400	37,702.0800
Kitchen Assistant Step 4	GR100	19.0320	3,298.8800	39,586.5600
Kitchen Assistant Step 5	GR100	19.9830	3,463.7200	41,564.6400
Legal Secretary I Step 1	GR816	20.6920	3,586.6130	43,039.3600
Legal Secretary I Step 2	GR816	21.7230	3,765.3200	45,183.8400
Legal Secretary I Step 3	GR816	22.8100	3,953.7330	47,444.8000
Legal Secretary I Step 4	GR816	23.9530	4,151.8530	49,822.2400
Legal Secretary I Step 5	GR816	25.1450	4,358.4670	52,301.6000
Legal Secretary II Step 1	GR816	21.7470	3,769.4800	45,233.7600
Legal Secretary II Step 2	GR816	22.8360	3,958.2400	47,498.8800
Legal Secretary II Step 3	GR816	23.9740	4,155.4930	49,865.9200
Legal Secretary II Step 4	GR816	25.1750	4,363.6670	52,364.0000
Legal Secretary II Step 5	GR816	26.4370	4,582.4130	54,988.9600
Library Assistant I Step 1	GR817	19.1010	3,310.8400	39,730.0800
Library Assistant I Step 2	GR817	20.0560	3,476.3730	41,716.4800
Library Assistant I Step 3	GR817	21.0590	3,650.2270	43,802.7200
Library Assistant I Step 4	GR817	22.1120	3,832.7470	45,992.9600
Library Assistant I Step 5	GR817	23.2170	4,024.2800	48,291.3600
Library Assistant II Step 1	GR817	20.2760	3,514.5070	42,174.0800
Library Assistant II Step 2	GR817	21.2900	3,690.2670	44,283.2000
Library Assistant II Step 3	GR817	22.3610	3,875.9070	46,510.8800
Library Assistant II Step 4	GR817	23.4770	4,069.3470	48,832.1600
Library Assistant II Step 5	GR817	24.6490	4,272.4930	51,269.9200
Licensed Vocational Nurse Step 1	GR274	31.3140	5,427.7600	65,133.1200
Licensed Vocational Nurse Step 2	GR274	32.8820	5,699.5470	68,394.5600
Licensed Vocational Nurse Step 3	GR274	34.5240	5,984.1600	71,809.9200
Licensed Vocational Nurse Step 4	GR274	36.2530	6,283.8530	75,406.2400
Licensed Vocational Nurse Step 5	GR274	38.0640	6,597.7600	79,173.1200
Maintenance Supervisor Step 1	GR184	32.3830	5,613.0530	67,356.6400
Maintenance Supervisor Step 2	GR184	34.0040	5,894.0270	70,728.3200
Maintenance Supervisor Step 3	GR184	35.7050	6,188.8670	74,266.4000
Maintenance Supervisor Step 4	GR184	37.4890	6,498.0930	77,977.1200
Maintenance Supervisor Step 5	GR184	39.3620	6,822.7470	81,872.9600
Maintenance Worker I Step 1	GR818	21.0990	3,657.1600	43,885.9200
Maintenance Worker I Step 2	GR818	22.1530	3,839.8530	46,078.2400
Maintenance Worker I Step 3	GR818	23.2620	4,032.0800	48,384.9600
Maintenance Worker I Step 4	GR818	24.4270	4,234.0130	50,808.1600
Maintenance Worker I Step 5	GR818	25.6450	4,445.1330	53,341.6000
Maintenance Worker II Step 1	GR818	23.0830	4,001.0530	48,012.6400
Maintenance Worker II Step 2	GR818	24.2380	4,201.2530	50,415.0400
Maintenance Worker II Step 3	GR818	25.4470	4,410.8130	52,929.7600
Maintenance Worker II Step 4	GR818	26.7230	4,631.9870	55,583.8400
Maintenance Worker II Step 5	GR818	28.0550	4,862.8670	58,354.4000

Maintenance Worker III Step 1	GR163	26.0210	4,510.3070	54,123.6800
Maintenance Worker III Step 2	GR163	27.3230	4,735.9870	56,831.8400
Maintenance Worker III Step 3	GR163	28.6860	4,972.2400	59,666.8800
Maintenance Worker III Step 4	GR163	30.1220	5,221.1470	62,653.7600
Maintenance Worker III Step 5	GR163	31.6300	5,482.5330	65,790.4000
Maintenance/Construction Supervisor Step 1	GR236	32.3730	5,611.3200	67,335.8400
Maintenance/Construction Supervisor Step 2	GR236	33.9890	5,891.4270	70,697.1200
Maintenance/Construction Supervisor Step 3	GR236	35.6900	6,186.2670	74,235.2000
Maintenance/Construction Supervisor Step 4	GR236	37.4730	6,495.3200	77,943.8400
Maintenance/Construction Supervisor Step 5	GR236	39.3490	6,820.4930	81,845.9200
Mental Health Aide Step 1	GR128	18.4220	3,193.1470	38,317.7600
Mental Health Aide Step 2	GR128	19.3420	3,352.6130	40,231.3600
Mental Health Aide Step 3	GR128	20.3080	3,520.0530	42,240.6400
Mental Health Aide Step 4	GR128	21.3220	3,695.8130	44,349.7600
Mental Health Aide Step 5	GR128	22.3900	3,880.9330	46,571.2000
Mental Health Assistant I Step 1	GR819	20.2770	3,514.6800	42,176.1600
Mental Health Assistant I Step 2	GR819	21.2900	3,690.2670	44,283.2000
Mental Health Assistant I Step 3	GR819	22.3610	3,875.9070	46,510.8800
Mental Health Assistant I Step 4	GR819	23.4770	4,069.3470	48,832.1600
Mental Health Assistant I Step 5	GR819	24.6490	4,272.4930	51,269.9200
Mental Health Assistant II Step 1	GR819	24.7630	4,292.2530	51,507.0400
Mental Health Assistant II Step 2	GR819	26.0010	4,506.8400	54,082.0800
Mental Health Assistant II Step 3	GR819	27.3020	4,732.3470	56,788.1600
Mental Health Assistant II Step 4	GR819	28.6670	4,968.9470	59,627.3600
Mental Health Assistant II Step 5	GR819	30.1010	5,217.5070	62,610.0800
Mental Health Assistant III Step 1	GR191	29.7150	5,150.6000	61,807.2000
Mental Health Assistant III Step 2	GR191	31.2010	5,408.1730	64,898.0800
Mental Health Assistant III Step 3	GR191	32.7600	5,678.4000	68,140.8000
Mental Health Assistant III Step 4	GR191	34.4010	5,962.8400	71,554.0800
Mental Health Assistant III Step 5	GR191	36.1180	6,260.4530	75,125.4400
Mental Health Clinician Step 1	GR203	33.4970	5,806.1470	69,673.7600
Mental Health Clinician Step 2	GR203	35.1740	6,096.8270	73,161.9200
Mental Health Clinician Step 3	GR203	36.9290	6,401.0270	76,812.3200
Mental Health Clinician Step 4	GR203	38.7810	6,722.0400	80,664.4800
Mental Health Clinician Step 5	GR203	40.7180	7,057.7870	84,693.4400
Network Administrator I Step 1	GR820	33.8330	5,864.3870	70,372.6400
Network Administrator I Step 2	GR820	35.5270	6,158.0130	73,896.1600
Network Administrator I Step 3	GR820	37.3030	6,465.8530	77,590.2400
Network Administrator I Step 4	GR820	39.1680	6,789.1200	81,469.4400
Network Administrator I Step 5	GR820	41.1280	7,128.8530	85,546.2400
Network Administrator II Step 1	GR820	41.3140	7,161.0930	85,933.1200
Network Administrator II Step 2	GR820	43.3790	7,519.0270	90,228.3200
Network Administrator II Step 3	GR820	45.5490	7,895.1600	94,741.9200
Network Administrator II Step 4	GR820	47.8300	8,290.5330	99,486.4000
Network Administrator II Step 5	GR820	50.2180	8,704.4530	104,453.4400
Office Assistant I Step 1	GR821	16.4400	2,849.6000	34,195.2000

Office Assistant I Step 2	GR821	17.2620	2,992.0800	35,904.9600
Office Assistant I Step 3	GR821	18.1260	3,141.8400	37,702.0800
Office Assistant I Step 4	GR821	19.0320	3,298.8800	39,586.5600
Office Assistant I Step 5	GR821	19.9830	3,463.7200	41,564.6400
Office Assistant II Step 1	GR821	17.1160	2,966.7730	35,601.2800
Office Assistant II Step 2	GR821	17.9670	3,114.2800	37,371.3600
Office Assistant II Step 3	GR821	18.8650	3,269.9330	39,239.2000
Office Assistant II Step 4	GR821	19.8120	3,434.0800	41,208.9600
Office Assistant II Step 5	GR821	20.8000	3,605.3330	43,264.0000
Office Technician Step 1	GR160	25.0140	4,335.7600	52,029.1200
Office Technician Step 2	GR160	26.2620	4,552.0800	54,624.9600
Office Technician Step 3	GR160	27.5780	4,780.1870	57,362.2400
Office Technician Step 4	GR160	28.9580	5,019.3870	60,232.6400
Office Technician Step 5	GR160	30.4010	5,269.5070	63,234.0800
Office Technician Supervisor Step 1	GR161	27.5130	4,768.9200	57,227.0400
Office Technician Supervisor Step 2	GR161	28.8880	5,007.2530	60,087.0400
Office Technician Supervisor Step 3	GR161	30.3350	5,258.0670	63,096.8000
Office Technician Supervisor Step 4	GR161	31.8510	5,520.8400	66,250.0800
Office Technician Supervisor Step 5	GR161	33.4450	5,797.1330	69,565.6000
PC Technician Step 1	GR165	25.5800	4,433.8670	53,206.4000
PC Technician Step 2	GR165	26.8590	4,655.5600	55,866.7200
PC Technician Step 3	GR165	28.2050	4,888.8670	58,666.4000
PC Technician Step 4	GR165	29.6130	5,132.9200	61,595.0400
PC Technician Step 5	GR165	31.0950	5,389.8000	64,677.6000
Peer Coach I Step 1	GR280	16.4400	2,849.6000	34,195.2000
Peer Coach I Step 2	GR280	17.2620	2,992.0800	35,904.9600
Peer Coach I Step 3	GR280	18.1260	3,141.8400	37,702.0800
Peer Coach I Step 4	GR280	19.0320	3,298.8800	39,586.5600
Peer Coach I Step 5	GR280	19.9830	3,463.7200	41,564.6400
Plan Checker/Inspector I Step 1	GR833	30.7720	5,333.8130	64,005.7600
Plan Checker/Inspector I Step 2	GR833	32.3100	5,600.4000	67,204.8000
Plan Checker/Inspector I Step 3	GR833	33.9260	5,880.5070	70,566.0800
Plan Checker/Inspector I Step 4	GR833	35.6230	6,174.6530	74,095.8400
Plan Checker/Inspector I Step 5	GR833	37.4040	6,483.3600	77,800.3200
Plan Checker/Inspector II Step 1	GR833	39.1440	6,784.9600	81,419.5200
Plan Checker/Inspector II Step 2	GR833	41.1020	7,124.3470	85,492.1600
Plan Checker/Inspector II Step 3	GR833	43.1570	7,480.5470	89,766.5600
Plan Checker/Inspector II Step 4	GR833	45.3140	7,854.4270	94,253.1200
Plan Checker/Inspector II Step 5	GR833	47.5800	8,247.2000	98,966.4000
Plan Checker/Inspector Step 1	GR196	30.7720	5,333.8130	64,005.7600
Plan Checker/Inspector Step 2	GR196	32.3110	5,600.5730	67,206.8800
Plan Checker/Inspector Step 3	GR196	33.9240	5,880.1600	70,561.9200
Plan Checker/Inspector Step 4	GR196	35.6210	6,174.3070	74,091.6800
Plan Checker/Inspector Step 5	GR196	37.4030	6,483.1870	77,798.2400
Planner I Step 1	GR822	25.9690	4,501.2930	54,015.5200
Planner I Step 2	GR822	27.2660	4,726.1070	56,713.2800

Planner I Step 3	GR822	28.6250	4,961.6670	59,540.0000
Planner I Step 4	GR822	30.0610	5,210.5730	62,526.8800
Planner I Step 5	GR822	31.5600	5,470.4000	65,644.8000
Planner II Step 1	GR822	28.4070	4,923.8800	59,086.5600
Planner II Step 2	GR822	29.8300	5,170.5330	62,046.4000
Planner II Step 3	GR822	31.3210	5,428.9730	65,147.6800
Planner II Step 4	GR822	32.8860	5,700.2400	68,402.8800
Planner II Step 5	GR822	34.5310	5,985.3730	71,824.4800
Planner III Step 1	GR822	34.1730	5,923.3200	71,079.8400
Planner III Step 2	GR822	35.8820	6,219.5470	74,634.5600
Planner III Step 3	GR822	37.6790	6,531.0270	78,372.3200
Planner III Step 4	GR822	39.5600	6,857.0670	82,284.8000
Planner III Step 5	GR822	41.5380	7,199.9200	86,399.0400
Plant Operator I Step 1	GR823	27.3220	4,735.8130	56,829.7600
Plant Operator I Step 2	GR823	28.6890	4,972.7600	59,673.1200
Plant Operator I Step 3	GR823	30.1220	5,221.1470	62,653.7600
Plant Operator I Step 4	GR823	31.6270	5,482.0130	65,784.1600
Plant Operator I Step 5	GR823	33.2100	5,756.4000	69,076.8000
Plant Operator II Step 1	GR823	28.6870	4,972.4130	59,668.9600
Plant Operator II Step 2	GR823	30.1220	5,221.1470	62,653.7600
Plant Operator II Step 3	GR823	31.6290	5,482.3600	65,788.3200
Plant Operator II Step 4	GR823	33.2100	5,756.4000	69,076.8000
Plant Operator II Step 5	GR823	34.8720	6,044.4800	72,533.7600
Probation Technician Step 1	GR226	23.0830	4,001.0530	48,012.6400
Probation Technician Step 2	GR226	24.2380	4,201.2530	50,415.0400
Probation Technician Step 3	GR226	25.4470	4,410.8130	52,929.7600
Probation Technician Step 4	GR226	26.7230	4,631.9870	55,583.8400
Probation Technician Step 5	GR226	28.0550	4,862.8670	58,354.4000
Program Assistant I Step 1	GR824	18.7250	3,245.6670	38,948.0000
Program Assistant I Step 2	GR824	19.6610	3,407.9070	40,894.8800
Program Assistant I Step 3	GR824	20.6440	3,578.2930	42,939.5200
Program Assistant I Step 4	GR824	21.6760	3,757.1730	45,086.0800
Program Assistant I Step 5	GR824	22.7600	3,945.0670	47,340.8000
Program Assistant II Step 1	GR824	20.5970	3,570.1470	42,841.7600
Program Assistant II Step 2	GR824	21.6260	3,748.5070	44,982.0800
Program Assistant II Step 3	GR824	22.7070	3,935.8800	47,230.5600
Program Assistant II Step 4	GR824	23.8440	4,132.9600	49,595.5200
Program Assistant II Step 5	GR824	25.0330	4,339.0530	52,068.6400
Program Specialist I Step 1	GR825	24.2750	4,207.6670	50,492.0000
Program Specialist I Step 2	GR825	25.4890	4,418.0930	53,017.1200
Program Specialist I Step 3	GR825	26.7630	4,638.9200	55,667.0400
Program Specialist I Step 4	GR825	28.1020	4,871.0130	58,452.1600
Program Specialist I Step 5	GR825	29.5050	5,114.2000	61,370.4000
Program Specialist II Step 1	GR825	26.7580	4,638.0530	55,656.6400
Program Specialist II Step 2	GR825	28.0920	4,869.2800	58,431.3600
Program Specialist II Step 3	GR825	29.5010	5,113.5070	61,362.0800

Program Specialist II Step 4	GR825	30.9740	5,368.8270	64,425.9200
Program Specialist II Step 5	GR825	32.5230	5,637.3200	67,647.8400
Program Specialist III Step 1	GR279	29.7150	5,150.6000	61,807.2000
Program Specialist III Step 2	GR279	31.2010	5,408.1730	64,898.0800
Program Specialist III Step 3	GR279	32.7600	5,678.4000	68,140.8000
Program Specialist III Step 4	GR279	34.4010	5,962.8400	71,554.0800
Program Specialist III Step 5	GR279	36.1180	6,260.4530	75,125.4400
Psychiatric Registered Nurse Step 1	GR215	61.8490	10,720.4930	128,645.9200
Psychiatric Registered Nurse Step 2	GR215	64.9420	11,256.6130	135,079.3600
Psychiatric Registered Nurse Step 3	GR215	68.1870	11,819.0800	141,828.9600
Psychiatric Registered Nurse Step 4	GR215	71.5980	12,410.3200	148,923.8400
Psychiatric Registered Nurse Step 5	GR215	75.1780	13,030.8530	156,370.2400
Public Health Emergency Response Coordinator Step 1	GR216	39.2990	6,811.8270	81,741.9200
Public Health Emergency Response Coordinator Step 2	GR216	41.2690	7,153.2930	85,839.5200
Public Health Emergency Response Coordinator Step 3	GR216	43.3280	7,510.1870	90,122.2400
Public Health Emergency Response Coordinator Step 4	GR216	45.4970	7,886.1470	94,633.7600
Public Health Emergency Response Coordinator Step 5	GR216	47.7720	8,280.4800	99,365.7600
Public Health Nurse I Step 1	GR826	35.5680	6,165.1200	73,981.4400
Public Health Nurse I Step 2	GR826	37.3460	6,473.3070	77,679.6800
Public Health Nurse I Step 3	GR826	39.2130	6,796.9200	81,563.0400
Public Health Nurse I Step 4	GR826	41.1740	7,136.8270	85,641.9200
Public Health Nurse I Step 5	GR826	43.2310	7,493.3730	89,920.4800
Public Health Nurse II Step 1	GR826	39.2990	6,811.8270	81,741.9200
Public Health Nurse II Step 2	GR826	41.2690	7,153.2930	85,839.5200
Public Health Nurse II Step 3	GR826	43.3300	7,510.5330	90,126.4000
Public Health Nurse II Step 4	GR826	45.4970	7,886.1470	94,633.7600
Public Health Nurse II Step 5	GR826	47.7720	8,280.4800	99,365.7600
Recreation Supervisor Step 1	GR263	32.7880	5,683.2530	68,199.0400
Recreation Supervisor Step 2	GR263	34.4290	5,967.6930	71,612.3200
Recreation Supervisor Step 3	GR263	36.1500	6,266.0000	75,192.0000
Recreation Supervisor Step 4	GR263	37.9570	6,579.2130	78,950.5600
Recreation Supervisor Step 5	GR263	39.8520	6,907.6800	82,892.1600
Registered Nurse Step 1	GR200	32.1870	5,579.0800	66,948.9600
Registered Nurse Step 2	GR200	33.7950	5,857.8000	70,293.6000
Registered Nurse Step 3	GR200	35.4860	6,150.9070	73,810.8800
Registered Nurse Step 4	GR200	37.2590	6,458.2270	77,498.7200
Registered Nurse Step 5	GR200	39.1220	6,781.1470	81,373.7600
Senior Account Clerk Step 1	GR122	20.4870	3,551.0800	42,612.9600
Senior Account Clerk Step 2	GR122	21.5070	3,727.8800	44,734.5600
Senior Account Clerk Step 3	GR122	22.5830	3,914.3870	46,972.6400
Senior Account Clerk Step 4	GR122	23.7130	4,110.2530	49,323.0400
Senior Account Clerk Step 5	GR122	24.8970	4,315.4800	51,785.7600
Senior Agriculture Standards Inspector Step 1	GR206	33.6640	5,835.0930	70,021.1200
Senior Agriculture Standards Inspector Step 2	GR206	35.3480	6,126.9870	73,523.8400
Senior Agriculture Standards Inspector Step 3	GR206	37.1170	6,433.6130	77,203.3600
Senior Agriculture Standards Inspector Step 4	GR206	38.9690	6,754.6270	81,055.5200

Senior Agriculture Standards Inspector Step 5	GR206	40.9210	7,092.9730	85,115.6800
Senior Alcohol and Drug Specialist Step 1	GR176	27.2940	4,730.9600	56,771.5200
Senior Alcohol and Drug Specialist Step 2	GR176	28.6630	4,968.2530	59,619.0400
Senior Alcohol and Drug Specialist Step 3	GR176	30.0930	5,216.1200	62,593.4400
Senior Alcohol and Drug Specialist Step 4	GR176	31.6000	5,477.3330	65,728.0000
Senior Alcohol and Drug Specialist Step 5	GR176	33.1760	5,750.5070	69,006.0800
Senior Community Design Development Planner Step 1	GR838	39.5020	6,847.0130	82,164.1600
Senior Community Design Development Planner Step 2	GR838	41.4770	7,189.3470	86,272.1600
Senior Community Design Development Planner Step 3	GR838	43.5500	7,548.6670	90,584.0000
Senior Community Design Development Planner Step 4	GR838	45.7270	7,926.0130	95,112.1600
Senior Community Design Development Planner Step 5	GR838	48.0150	8,322.6000	99,871.2000
Senior Development Services Technician Step 1	GR162	25.0140	4,335.7600	52,029.1200
Senior Development Services Technician Step 2	GR162	26.2620	4,552.0800	54,624.9600
Senior Development Services Technician Step 3	GR162	27.5780	4,780.1870	57,362.2400
Senior Development Services Technician Step 4	GR162	28.9580	5,019.3870	60,232.6400
Senior Development Services Technician Step 5	GR162	30.4010	5,269.5070	63,234.0800
Senior Geographic Information Systems Specialist Step 1	GR255	38.9130	6,744.9200	80,939.0400
Senior Geographic Information Systems Specialist Step 2	GR255	40.8590	7,082.2270	84,986.7200
Senior Geographic Information Systems Specialist Step 3	GR255	42.9010	7,436.1730	89,234.0800
Senior Geographic Information Systems Specialist Step 4	GR255	45.0440	7,807.6270	93,691.5200
Senior Geographic Information Systems Specialist Step 5	GR255	47.2990	8,198.4930	98,381.9200
Senior Library Assistant Step 1	GR141	22.4080	3,884.0530	46,608.6400
Senior Library Assistant Step 2	GR141	23.5280	4,078.1870	48,938.2400
Senior Library Assistant Step 3	GR141	24.7080	4,282.7200	51,392.6400
Senior Library Assistant Step 4	GR141	25.9440	4,496.9600	53,963.5200
Senior Library Assistant Step 5	GR141	27.2400	4,721.6000	56,659.2000
Senior Nutrition Cook/Supervisor Step 1	GR102	16.4400	2,849.6000	34,195.2000
Senior Nutrition Cook/Supervisor Step 2	GR102	17.2620	2,992.0800	35,904.9600
Senior Nutrition Cook/Supervisor Step 3	GR102	18.1260	3,141.8400	37,702.0800
Senior Nutrition Cook/Supervisor Step 4	GR102	19.0320	3,298.8800	39,586.5600
Senior Nutrition Cook/Supervisor Step 5	GR102	19.9830	3,463.7200	41,564.6400
Senior Office Assistant Step 1	GR111	21.3180	3,695.1200	44,341.4400
Senior Office Assistant Step 2	GR111	22.3830	3,879.7200	46,556.6400
Senior Office Assistant Step 3	GR111	23.5050	4,074.2000	48,890.4000
Senior Office Assistant Step 4	GR111	24.6780	4,277.5200	51,330.2400
Senior Office Assistant Step 5	GR111	25.9140	4,491.7600	53,901.1200
Senior Plant Operator Step 1	GR271	35.3480	6,126.9870	73,523.8400
Senior Plant Operator Step 2	GR271	37.1150	6,433.2670	77,199.2000
Senior Plant Operator Step 3	GR271	38.9690	6,754.6270	81,055.5200
Senior Plant Operator Step 4	GR271	40.9180	7,092.4530	85,109.4400
Senior Plant Operator Step 5	GR271	42.9640	7,447.0930	89,365.1200
Services Support Assistant III Step 1	GR260	21.1040	3,658.0270	43,896.3200
Services Support Assistant III Step 2	GR260	22.1600	3,841.0670	46,092.8000
Services Support Assistant III Step 3	GR260	23.2660	4,032.7730	48,393.2800
Services Support Assistant III Step 4	GR260	24.4300	4,234.5330	50,814.4000
Services Support Assistant III Step 5	GR260	25.6510	4,446.1730	53,354.0800

Sheriff's Dispatcher Step 1	GR152	23.7950	4,124.4670	49,493.6000
Sheriff's Dispatcher Step 2	GR152	24.9860	4,330.9070	51,970.8800
Sheriff's Dispatcher Step 3	GR152	26.2320	4,546.8800	54,562.5600
Sheriff's Dispatcher Step 4	GR152	27.5440	4,774.2930	57,291.5200
Sheriff's Dispatcher Step 5	GR152	28.9230	5,013.3200	60,159.8400
Sheriff's Evidence Technician Step 1	GR142	22.4080	3,884.0530	46,608.6400
Sheriff's Evidence Technician Step 2	GR142	23.5280	4,078.1870	48,938.2400
Sheriff's Evidence Technician Step 3	GR142	24.7080	4,282.7200	51,392.6400
Sheriff's Evidence Technician Step 4	GR142	25.9440	4,496.9600	53,963.5200
Sheriff's Evidence Technician Step 5	GR142	27.2400	4,721.6000	56,659.2000
Social Service Aide Step 1	GR120	20.2760	3,514.5070	42,174.0800
Social Service Aide Step 2	GR120	21.2900	3,690.2670	44,283.2000
Social Service Aide Step 3	GR120	22.3610	3,875.9070	46,510.8800
Social Service Aide Step 4	GR120	23.4770	4,069.3470	48,832.1600
Social Service Aide Step 5	GR120	24.6490	4,272.4930	51,269.9200
Social Worker I Step 1	GR827	24.3980	4,228.9870	50,747.8400
Social Worker I Step 2	GR827	25.6140	4,439.7600	53,277.1200
Social Worker I Step 3	GR827	26.8950	4,661.8000	55,941.6000
Social Worker I Step 4	GR827	28.2380	4,894.5870	58,735.0400
Social Worker I Step 5	GR827	29.6520	5,139.6800	61,676.1600
Social Worker II Step 1	GR827	26.8910	4,661.1070	55,933.2800
Social Worker II Step 2	GR827	28.2350	4,894.0670	58,728.8000
Social Worker II Step 3	GR827	29.6470	5,138.8130	61,665.7600
Social Worker II Step 4	GR827	31.1310	5,396.0400	64,752.4800
Social Worker II Step 5	GR827	32.6860	5,665.5730	67,986.8800
Social Worker III Step 1	GR192	29.7150	5,150.6000	61,807.2000
Social Worker III Step 2	GR192	31.2010	5,408.1730	64,898.0800
Social Worker III Step 3	GR192	32.7600	5,678.4000	68,140.8000
Social Worker III Step 4	GR192	34.4010	5,962.8400	71,554.0800
Social Worker III Step 5	GR192	36.1180	6,260.4530	75,125.4400
Social Worker IV Step 1	GR204	33.4970	5,806.1470	69,673.7600
Social Worker IV Step 2	GR204	35.1730	6,096.6530	73,159.8400
Social Worker IV Step 3	GR204	36.9290	6,401.0270	76,812.3200
Social Worker IV Step 4	GR204	38.7800	6,721.8670	80,662.4000
Social Worker IV Step 5	GR204	40.7180	7,057.7870	84,693.4400
Staff Development Coordinator Step 1	GR252	28.9550	5,018.8670	60,226.4000
Staff Development Coordinator Step 2	GR252	30.4010	5,269.5070	63,234.0800
Staff Development Coordinator Step 3	GR252	31.9230	5,533.3200	66,399.8400
Staff Development Coordinator Step 4	GR252	33.5230	5,810.6530	69,727.8400
Staff Development Coordinator Step 5	GR252	35.1910	6,099.7730	73,197.2800
Staff Services Analyst I Step 1	GR828	27.0130	4,682.2530	56,187.0400
Staff Services Analyst I Step 2	GR828	28.3660	4,916.7730	59,001.2800
Staff Services Analyst I Step 3	GR828	29.7820	5,162.2130	61,946.5600
Staff Services Analyst I Step 4	GR828	31.2720	5,420.4800	65,045.7600
Staff Services Analyst I Step 5	GR828	32.8350	5,691.4000	68,296.8000
Staff Services Analyst II Step 1	GR828	29.7150	5,150.6000	61,807.2000

Staff Services Analyst II Step 2	GR828	31.2010	5,408.1730	64,898.0800
Staff Services Analyst II Step 3	GR828	32.7600	5,678.4000	68,140.8000
Staff Services Analyst II Step 4	GR828	34.4010	5,962.8400	71,554.0800
Staff Services Analyst II Step 5	GR828	36.1180	6,260.4530	75,125.4400
Supervising Custodian Step 1	GR125	20.4870	3,551.0800	42,612.9600
Supervising Custodian Step 2	GR125	21.5070	3,727.8800	44,734.5600
Supervising Custodian Step 3	GR125	22.5830	3,914.3870	46,972.6400
Supervising Custodian Step 4	GR125	23.7130	4,110.2530	49,323.0400
Supervising Custodian Step 5	GR125	24.8970	4,315.4800	51,785.7600
Survey Technician Step 1	GR264	31.0780	5,386.8530	64,642.2400
Survey Technician Step 2	GR264	32.6380	5,657.2530	67,887.0400
Survey Technician Step 3	GR264	34.2650	5,939.2670	71,271.2000
Survey Technician Step 4	GR264	35.9780	6,236.1870	74,834.2400
Survey Technician Step 5	GR264	37.7790	6,548.3600	78,580.3200
System Support Analyst Step 1	GR170	26.0980	4,523.6530	54,283.8400
System Support Analyst Step 2	GR170	27.4000	4,749.3330	56,992.0000
System Support Analyst Step 3	GR170	28.7730	4,987.3200	59,847.8400
System Support Analyst Step 4	GR170	30.2120	5,236.7470	62,840.9600
System Support Analyst Step 5	GR170	31.7190	5,497.9600	65,975.5200
Transit System Bus Driver Step 1	GR137	22.1880	3,845.9200	46,151.0400
Transit System Bus Driver Step 2	GR137	23.2960	4,037.9730	48,455.6800
Transit System Bus Driver Step 3	GR137	24.4620	4,240.0800	50,880.9600
Transit System Bus Driver Step 4	GR137	25.6840	4,451.8930	53,422.7200
Transit System Bus Driver Step 5	GR137	26.9670	4,674.2800	56,091.3600
Transportation Planner Step 1	GR269	34.1730	5,923.3200	71,079.8400
Transportation Planner Step 2	GR269	35.8820	6,219.5470	74,634.5600
Transportation Planner Step 3	GR269	37.6790	6,531.0270	78,372.3200
Transportation Planner Step 4	GR269	39.5600	6,857.0670	82,284.8000
Transportation Planner Step 5	GR269	41.5380	7,199.9200	86,399.0400
Victim Witness Advocate Step 1	GR259	20.2770	3,514.6800	42,176.1600
Victim Witness Advocate Step 2	GR259	21.2900	3,690.2670	44,283.2000
Victim Witness Advocate Step 3	GR259	22.3610	3,875.9070	46,510.8800
Victim Witness Advocate Step 4	GR259	23.4770	4,069.3470	48,832.1600
Victim Witness Advocate Step 5	GR259	24.6490	4,272.4930	51,269.9200
Wildfire Mitigation Coordinator Step 1	GR281	24.8260	4,303.1730	51,638.0800
Wildfire Mitigation Coordinator Step 2	GR281	26.0670	4,518.2800	54,219.3600
Wildfire Mitigation Coordinator Step 3	GR281	27.3700	4,744.1330	56,929.6000
Wildfire Mitigation Coordinator Step 4	GR281	28.7390	4,981.4270	59,777.1200
Wildfire Mitigation Coordinator Step 5	GR281	30.1760	5,230.5070	62,766.0800

APPENDIX B

Alternate Work Schedules

1. **Assessor's Office**:
   a. 4/10 schedule for appraisers as approved by the Assessor from time-to-time.[1]
   b. 9/80 schedule for clerical staff for the months of January through November; during the month of December, the 9/80 schedule is suspended (08-317).

2. **Auditor's Office**: 9/80 flex schedule for Auditor's Office staff for ten (10) months each year, excluding the months of November and December (05-74).

3. **Child Support Services Office:** 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

4. **Fire Department**: 4/10 schedule for Fire Department office staff (13-295).

5. **Health and Human Services Agency :**
   a. 9/80 schedule for Registered Environmental Health Specialists (09-150).
   b. 4/10 schedule for Hazardous Material Specialist (09-370).
   c. 4/10 schedule for Secretary (later reclassified to Accounting Technician (17-76).
   d. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.[1]
   e. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   f. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   g. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   h. 4/10 schedule for Senior Office Assistant who works in the Coulterville office to provide office coverage for Mental Health and Alcohol and Drug group counseling (08-462).
   i. 4/10 schedule for Secretary in Health (later reclassified to Office Technician) (17-76).
   j. 4/10 schedule for Office Technician in Health (later reclassified to Executive Assistant) (17-20)

6. **Library:** 4/10 schedule for senior library staff only. (07-59)

7. **Planning and Building:** 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

8. **Probation:** 9/80 schedule as approved by the Chief Probation Officer (08-82).

9. **Public Works:**

Solid Waste	7:30 am -4:30 pm	TU-S	
Engineering	8:00 am - 4:30 pm	M-F	
Survey	7:00 am - 4:30 pm	M-F	9/80 Flex Friday
Fleet	8:00am - 4:30 pm	M-F	
Facilities and Recreation Services			
Recreation Supervisor			
Pool Season	7:00 am - 4:30 pm	M-F	9/80 Flex
Off Season	8:00 am - 4:30 pm	M-F	
Custodial Staff	5:30 pm - 2:00 am	M-F	
All Other Staff	7:00 am - 4:30 pm	M-F	9/80 (Split Flex)
Fiscal/Admin			
Executive Assist.	7:30 am - 5:00 pm	M-F	9/80 Flex
All Other Staff	8:00 am - 4:30 pm	M-F	
Utilities	7:00 am - 4:30 pm	M-F	9/80 Split Flex
4/10			
Roads			
Mar-Oct	7:00 am - 5:30 pm	M-TH	4/10 Flex
Nov - Feb	7:00 am - 4:30 pm	M-F	9/80 Split Flex

(1) With the exception of Solid Waste, Start/ Stop Times reflect a 30 minute lunch period. Employees desiring a longer lunch (up to 60 minutes per the MOU) may, with Division Manager's approval, arrange an earlier start or later stop time to accommodate a full workday.
(2) Roads Crews 4/10 schedule during warm weather or longer daylight months; 9/80 schedule during winter or shorter daylight months. The effective date of the warm weather and winter alternative work schedule shall be determined by the Department.
(3) Employees on 9/80 schedules will arrange appropriate start/stop times for the biweekly 8 hour day with their Division Manager.
(4) Maintenance Worker assigned to Pool Maintenance to start at 6:00 am -3:30 pm during pool season. (17-40)

10. **Sheriff/Coroner**:
a. 24-hour coverage provided by Sheriff's Dispatchers assigned in 3 shifts:
7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.
b. i) 5/8, 9/80, or 4/10 schedule for Office Technician and Administrative Assistant as approved by immediate supervisor and the department head.
ii) 5/8, 9/80, or 4/10 schedule for Animal Control employees as approved by immediate supervisor and the department head.
iii) 5/8, 9/80, or 4/10 schedule for Dispatchers as approved by immediate supervisor and the department head. (06-457)

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

MARIPOSA COUNTY

SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)
Local 521

MEMORANDUM OF UNDERSTANDING
November 1, 2025 – October 31, 2028

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Service Employees International Union, Local 521 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization~~,~~ which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

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

Section 2.3 - Management Employee

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

Section 2.4 - Confidential Employee

"Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining. The County will notify the Union in advance of any proposed changes to confidential employee designations.

Section 2.5 - Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part-Time Employees" are employees working in classifications listed in Appendix "A" on less than a full-time basis. Permanent part-time employees will accrue benefits and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

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

Section 2.7 - Anniversary Date

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

ARTICLE 3 - NON-DISCRIMINATION

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

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Section 4.2

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

Section 4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority,

duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4

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

Section 4.5

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

4.5.1 - Direct the work of its employees;

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

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

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

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

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

4.5.8 – The County reserves the right to consider and implement employee layoffs and furloughs at any point during the term of this Memorandum of Understanding. In the event layoffs or furloughs are implemented, the County will meet and confer regarding the effects of such layoffs or furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards. The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time. The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union, as specified below.

5.1.3 - Labor Negotiations. The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than four (4) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case, the ground rules on release time will govern for those negotiations only.

5.1.3.1 - Compensated Time Off. Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their vacation or compensatory time off to attend scheduled negotiations.

5.1.3.2 - Resource Members. Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using leave without pay, vacation, or compensatory time off.

5.1.4 - Grievance Processing. The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews. One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

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

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt county business.

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

5.2.4 - Names and Addresses of Covered Workers. The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge. The County shall further supply a list of all new hires, including classification and work location to the Union on a monthly basis when submitting the dues/fees report.

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

5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

5.2.7 – Copy of Budget. The County will provide a copy of the draft proposed annual budget when it is available, and prior to the formal budget hearings each year.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

5.3.2 - Employee Payroll Deductions: The County will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the County, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 - Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the County a monthly list, in an electronic mailable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e- mailed to the Payroll Specialist. The County shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by

the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 - County List: The County, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 - Employee Questions: Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

5.3.6 - Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the County a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the County per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the County may request a copy of the employee's authorization.

5.3.7 - Change in Dues Authorization: The County, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the County's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The County will not process any requests to revoke or change authorizations that may come to it directly from a County employee. The County, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

5.3.8 - Forfeiture of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this Agreement. This includes not only the County's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The County shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the County's payroll processor is named in its capacity as the party responsible for administering the payroll for the County.

In no event shall the County be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

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

5.4.2 – Union and Employee Participation

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

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

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

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days

prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

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

5.4.3 – Information Provided

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

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

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

Such information will be provided as follows:

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

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

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

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

6.1.1 - Wage Increase.
Wages for employees covered by this MOU shall be increased across the board as follows:

Effective November 1 of each calendar year of this agreement, respectively, base wage increase will be determined by a formula tied to both the consumer price index ("CPI") and revenue growth in the County's General Purpose Revenue as follows:

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

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of the same year, respectively. For example, an adjustment on November 1, 2025, would consider CPI for August 2025.

The actual percentage of growth in the County's General Purpose Revenue between one year and two years prior to the adjustment fiscal year. For example, an adjustment on November 1, 2025, would consider the change between General Purpose Revenue in Fiscal Year 2024-2025(one year prior) and Fiscal Year 2023-2024 (two years prior).

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. Through December 31, 2025, employees shall be paid on the last working day of each calendar month.

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

Each biweekly pay period will begin on Sunday and conclude on Saturday 14 days thereafter. The regularly scheduled payday shall be on the first Friday following the end of the pay period. Where a regular payday falls on a holiday, the payment will be disbursed on the preceding workday. All payroll reductions will be evenly distributed across 26 biweekly pay periods in a year.

For transition purposes only, at the time of transition to a biweekly payroll schedule in January 2026, a one-time salary adjustment equivalent will be made of up to three days' pay (four days pay for employees scheduled to work on December 28, 2025).
Either party may request in writing to reopen discussions regarding the payroll transition process if unforeseen circumstances occur or material questions arise that significantly affect either party's ability to meet their obligations under the terms of the current payroll transition agreement. Such circumstances have not been foreseen at the time of Agreement execution.

Employees may voluntarily agree to payroll deductions to contribute to the Union's Committee on Political Education (COPE.) Contingent on implementation occurring Countywide, transition from existing monthly payroll schedule to biweekly payroll schedule.

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

6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

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

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

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

> 6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

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

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

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

Section 6.3 - Differentials/Allowances

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

Employees assigned to on-call duty shall receive two dollars and fifty cents ($2.50) per hour for each hour of on-call duty, which effective August 1, 2024 shall be increased $.50 cents to a total of three dollars ($3.00) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period and may be subject to investigation for dereliction of duty. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

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

6.3.2.1 – Fifty cents ($.50) per hour (increased $.50 cents to a total of one dollar ($1.00) per hour effective August 1, 2024) for all hours worked when half or more of the shift occurs after 3:00 PM..
6.3.2.2 - One dollar ($1.00) per hour (increased $.50 cents to a total of one dollar and fifty cents ($1.50) per hour effective August 1, 2024) for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential. The County agrees to provide an allowance for split shift differential of $10 per day, which effective August 1, 2024 shall be increased $15 to a total of $25.00 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay. Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate, or compensatory time off at rate of time and one half, at election of employee at the time of accrual.

6.3.4.01 – Court Pay. Effective August 1, 2024, any court appearance during an employee's off-duty time in the AM hours shall be compensated with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive AM hours, including PM hours, shall be compensated at time and one-half.

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

6.3.5 - Tool Allowance. Employees who occupy the classification of commercial truck driver/equipment mechanic and equipment mechanic/heavy equipment mechanic, and who are required to furnish their own tools for their job assignment shall receive up to eight hundred dollars ($800) per year for replacement or purchase of tools upon submission of appropriate proof of purchase and approval by the Fleet Superintendent.

6.3.6 - Special Assignment Pay. Special assignment compensation of 5% above the base pay shall apply to employees who are assigned to the Fuels reduction - Forestry Crew that is routinely and consistently assigned to remove, prune or otherwise care for trees.

6.3.7 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of $200 per semester provided they have received prior approval by their department head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

6.3.7.1. The County reimbursement will also cover general courses for an AA/AS or BA/BS degree at an institution accredited by the State of California provided:

a. The course is part of a degree plan approved in writing by the Human Resources Director in advance of beginning the course and is directly relevant to the employee's current job duties, in the judgment of the Human Resources Director.

b. The proposed plan is submitted to the Human Resources Director in writing no later than February 1 prior to the fiscal year in which the bargaining unit member will begin any course for which he/she seeks reimbursement, so that the cost can be factored into the budget preparation process.

6.3.7.2 The County agrees to establish an incentive pay program to compensate employees for earning County required certificates relative to their current job classification. The eligible certificates shall be identified by the County and

incorporated in the MOU. The incentive pay for the subject certificates shall be a flat dollar rate equivalent to 10% above the employee's current salary.

6.3.7.3 The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA) as required by the job classification.
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology as required by the job classification.
- $300 monthly stipend for a Registered Environmental Health Specialist with no experience.
- $600 monthly stipend for a Registered Environmental Health Specialist with one year of experience.
- 3% increase in the base salary for a Public Health Nurse II to oversee the Tobacco Education Program.
- 15% increase in the base salary for Associate Engineers with a State of California engineer's license.

A $300 monthly stipend shall be provided for employees in the classification of Alcohol and Drug Specialist I, II, III, or Senior Alcohol and Drug Specialist.

6.3.7.4 Employees in the following positions shall receive 10% above their base pay for the following certifications:

- Maintenance Foreman
  1. Grade I Wastewater Treatment Plant Operator
  2. Grade I Water Treatment Plant Operator
  3. Qualified Applicator's Certification for herbicides and pesticides
  4. American Water Works Association Backflow Prevention Tester Certificate
- Senior Maintenance Worker-Facilities
  1. Grade I Wastewater Treatment Plant Operator Certificate
  2. Grade I Water Treatment Plant Operator Certificate
  3. Qualified Applicator's Certification for herbicides and pesticides Maintenance Worker II-Facilities
  4. Grade I Wastewater Treatment Plant Operator Certificate
  5. Grade I Water Treatment Plant Operator Certificate
  6. Qualified Applicator's Certification for herbicides and pesticides
- Effective November 1, 2025, an Animal Control Officer who obtains the Advanced Certificate through CalAnimals.
- Effective August 1, 2024, Sheriff's Dispatch – Post Dispatchers Certification

The employee will be required to obtain all certificates for their particular class in order to qualify for the incentive pay. Pre-approval by the department head is required before an employee works towards the incentive pay effort.

6.3.8 - Uniforms. The County shall provide uniforms to the employees of the Road Division, the Facilities Division (this division includes special districts, building maintenance, and parks and recreation), Plant Operations Division, and the Solid Waste Division in accordance with any department policies and applicable regulations. The County shall provide uniforms to mechanics, mechanic helpers, and mechanic supervisors.

The County shall provide each Sheriff's Dispatcher with the following uniform complement: 2 shirts, 2 pairs of pants, 1 jacket, and 1 belt. Replacement items will be provided at County expense, as needed and approved by the department head.

6.3.9 - Foul Weather and Safety Gear. Regular full-time and permanent part-time Road Division employees, Facility Division employees, Equipment Mechanics, Plant Operations Division employees, Building Inspectors, Environmental Health Division employees, Agricultural Commissioner employees, and Animal Control Officers who are required to work outdoors in inclement weather or required to use safety gear, shall be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head. Currently the specific equipment to be provided for each class is as follows:

- Road Division - Road Division employees will be provided 1 winter jacket and 1 three-piece heavy-duty rain suit which includes jackets, bib overalls and hood. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots. The winter jackets and rain gear must have reflective striping and can be either yellow or orange.

- Facilities Maintenance - Facilities Maintenance employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Fleet Division - Fleet Division mechanics will be provided 1 three-piece heavy-duty rain suit the same as the Road Division employees, and a two-piece set of insulated coveralls. The footwear required shall be insulated snow pack or Sorel-type boots.

- Plant Operations Division - Plant Operations employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Building Inspectors, Environmental Health Division, effective August 1, 2024, Engineering Division, and Agricultural Commissioner Department - Building Inspectors, Environmental Health employees, Agricultural Commissioner employees, and effective November 1, 2025, Survey Technicians will be provided 1 three-piece heavy-duty rain suit, insulated gloves, and snow pack or Sorel-type insulated boots. Effective November 1, 2025, Survey Technicians will be entitled to the same provisions as listed above.

- Animal Control Officers - Animal Control Officers will be provided 1 three-piece heavy-duty rain suit, insulated gloves and fireman-type steel shank and toe boots.

All of the rain gear shall be the same reflective striping and be either orange or yellow for consistency. The replacement schedule for the rain gear will be approximately every two to three years unless it is damaged before that time. The boots should last three to four years at a minimum unless they are damaged before then.

6.3.9.1 Work Boot - Employees who are currently provided footwear pursuant to section 6.3.9 will be allowed to select a work boot of their choice to satisfy the footwear requirement. The County will reimburse the employee for the cost of the work boot, up to a maximum amount of One Hundred and Fifty Dollars ($150). per calendar year, regardless of wear and tear and/or damage to the work boot from the date the option is selected by the employee. This section does not apply to employees assigned to the Solid Waste Division. If deemed necessary by the County, the County will purchase the insulated snow pack or Sorel-type boots separate and apart from the employee's selected work boot.

Section 6.3.9.2 – Fuels Reduction – Forestry Crew Boots. The Public Works Department will provide employees permanently assigned as Fuels Reduction - Forestry Crew in the Roads Division of the Public Works Department two new pairs of climbing boots every five (5) years, not to exceed a total of $450 per pair.

During the five (5) year period, the Public Works Department will reimburse Fuels Reduction – Forestry Crew employees for annual service for each pair of boots at a cost not expected to exceed $100 per pair per year (increased $50 to a total of not expected to exceed $150 effective August 1, 2024).

6.3.10 - Solid Waste Division Work Boots. The County shall provide employees of the Solid Waste Division a voucher towards the cost of work boots in the amount of One Hundred Fifty Dollars ($150.00) per employee. The voucher shall be provided to each employee once per year from the date the employee received their previous voucher or upon damage subject to the approval of the Solid Waste/Recycling Manager. Employees who are not able to use the voucher can instead be reimbursed by the County for a verified expenditure toward the cost of work boots, not to exceed One Hundred Fifty Dollars ($150.00) per year.

6.3.11 - Uniform Allowance. The County shall provide the following uniform allowance: The Animal Control Officers shall receive an annual uniform allowance of Three Hundred and Fifty ($350.00).

6.3.13 – Training Premium. Effective August 1, 2024, employees assigned in writing by their department head or designee to perform training functions shall receive an additional five percent (5%) of their base pay while actually performing these assigned training duties. The written assignment must specify the training to be administered, as well as the start and end dates. Continuous training assignments are not permitted.

6.3.14 – Bilingual Pay. Effective August 1, 2024, employees are eligible for bilingual pay provided that they have successfully demonstrated proficiency in Spanish by passing a County-administered or approved language proficiency examination and whose duties include routine interaction with the Spanish-speaking public as recognized by the CAO in consultation with the Department Head and Human Resources. Bilingual pay is $65 per month. The County will implement an appropriate testing process for employees to demonstrate proficiency as soon as administratively practicable. To qualify for this pay, employees must be in positions recognized by the County as frequently interfacing with Spanish-speaking customers. This stipend will end upon the employee's duties changing to where they are no longer recognized by the Department Head in consultation with Human Resources to be interactive with the Spanish-speaking public.

Section 6.4 - Benefits

6.4.1 - Insurance.

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

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

6.4.1.3 - Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover One Hundred Percent (100%) of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per month per employee for the term of the MOU.

6.4.1.4 - Life Insurance. The County will pay Ten Thousand Dollars ($10,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 - State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

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

Flexible Benefit Allowance Cash Option Amount for:

Effective Date	Employee Only	Employee and 1 Additional Individual	Family
December 1, 2025	$587.36	$1,023.04	$1,474

Option to reopen negotiations for flexible benefit rate increase:

Should another Mariposa County bargaining group receive a flexible benefit allowance amount more than current levels, upon written request of either party, reopen only the flexible benefit allowance amount; this reopener sunsets on October 31, 2028.

Effective January 1, 2024, the following modifications are made to the Flexible Benefit Allowance as outlined in Section 6.4.1.6:

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

2. **Grandfather Provision for Current Non-Participants**: Existing employees as of the date the Board of Supervisors approves the new MOU, September 3rd, 2024, who are receiving the non-participant rate, will continue to do so under the grandfather clause. This rate shall be maintained at $500.00 and remain in effect until they choose to participate in the County's insurance benefits program, or upon their separation from County service, whether voluntary or involuntary.

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

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

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

6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

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

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

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

6.4.4 - Retirement. The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011.
For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
   ii. Final compensation based on the single highest year.
   iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013.
This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.
iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November 1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members
For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:
i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.

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

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before February 1, 2007, who retire at or after age 50 with a minimum of five years of service will continue to receive the County health contribution as provided in current County policy.

6.4.5 - Longevity Pay.

6.4.5.1 - Effective October 7, 2025, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous services, an additional three percent (3%) will be paid to the employee.

6.4.5.1.2 - For fifteen (15) years of continuous services, an additional four percent (4%) will be paid to the employee.

6.4.5.1.3 -For twenty (20) years of continuous services, an additional five percent (5%) will be paid to the employee.

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

6.4.6 - Workers' Compensation/State Disability

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

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

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

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. All probationary employees shall receive a written evaluation six (6) months into their employment. The purpose of such evaluation is to assess performance during the probationary period and provide feedback to the employee as to what is necessary to satisfactorily complete the probationary period. At any time during the probationary period, the department head may relieve the individual from employment with the County without cause. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance

and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

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

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position in which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

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

7.3.1 - All employees shall be evaluated on a standardized personnel form.

Section 7.4 - Rights

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

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Career Ladders

A joint Labor/Management Committee will be established to develop career ladders for specific classifications. The Committee shall consist of no more than four participants, two from the County and two from the Union. The Committee shall initially convene within ninety (90) days of ratification of the MOU and shall meet at least quarterly. Recommendations reached by the Committee are subject to approval by the Human Resources Director and final approval by the Board of Supervisors before implementation.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours. County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached as Appendix B as amended from time to time).

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid point of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 – Non-Exempt Classifications. The attached classifications are deemed non-exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.5 and 8.1.6 below.

8.1.5 – Contract Overtime. Employees in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of forty (40) hours per work week at the rate of time and one half the employee's base hourly rate as set forth in the County's salary schedule, attached to this MOU as Appendix A. In lieu of receiving contract overtime pay, Employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off must take that time off within six months of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll at the rate of time and one half the employee's base hourly rate. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection. Vacation and sick leave hours will be counted toward to the definition of hours worked for overtime purposes. Effective August 1, 2024, vacation, holiday, and sick leave hours will be counted toward to the definition of hours worked for overtime purposes.

8.1.6 – Statutory Overtime – Work Periods. For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County has declared a seven-day work period for all non-exempt employees in the bargaining unit. Non-exempt employees will have a seven-day work period and be eligible for statutory overtime for all hours actually worked in excess of 40 in the seven-day work period.

8.1.7 – Dual Calculation to Determine Statutory Overtime Owed. Notwithstanding the contract overtime provisions specified in subsection 8.1.5 above, the County has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt employees in excess of 40 in the seven-day work period. To the extent the County's dual calculation method determines that FLSA overtime owed for the 7 day work period exceeds the amount of contract overtime paid pursuant to subsection 8.1.5 for the same 7 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment".

8.1.8- Regular Rate of Pay for Calculation of Statutory Overtime. For the purpose of calculating statutory overtime as defined in subsection 8.1.6 above, the following listed special pays will be added to the employee's base hourly rate to arrive at the employee's regular rate of pay: cash-in-lieu, longevity, incentive pay, shift differential pay, call-back pay, and on-call pay. Statutory overtime required by this subsection shall be calculated in accordance with the FLSA regular rate requirements set forth in 29 CFR sections 778.109 and 778.110.

8.1.9 – Overtime Dispute Resolution Procedures. The County and the Union ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with California Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in subsection 8.1.5 above. The parties further acknowledge and agree that subsection 8.1.5 above establishes the full extent of the County's contractual obligations to pay overtime for services rendered with the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under subsections 8.1.6 through 8.1.8 above are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under subsections 8.1.6 through 8.1.8 above, are expressly excluded from the parties' grievance procedures set forth in Article 14 of the MOU.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - In the event the parties reach agreement on the proposed schedule change, the department head will implement the schedule change as soon as administratively possible.

Effective August 1, 2024, the County will properly notify the Union of any proposed schedule changes and provide a written proposal prior to or during the parties' first meeting. This proposal will include the specific schedule change and a summary explanation of the rationale for the change.

If, after four meetings or 30 calendar days from the initial meeting, whichever comes first, the parties are unable to reach an agreement, the Union shall have 15 calendar days to request a review of the schedule change by the Board of Supervisors. Failure by the Union to request review by the Board of Supervisors within the 15-day period will constitute waiver of the review request right. The decision of the Board of Supervisors will be final and binding on both parties.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the County's standardized leave form.

During the term of this agreement but no later than March 2018, the County will review the provisions of this section (8.3 – Leaves) to ensure compliance with applicable State law. To the extent this review necessitates changes to the provisions of this section, the County and the Union will re-open this section to meet and confer over the necessary changes.

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

0-2 years of service	2 weeks
3-9 years of service	3 weeks
10-14 years of service	4 weeks
15 or more years of service	5 weeks

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of return to work.

8.3.2 - Vacation Accrual and Cash Out.

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of vacation. Accumulated vacation may be taken between anniversary dates with the approval of the department head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the department head.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event two employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Forty (240) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2021.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. If an employee is absent because of illness or injury for four (4) or more successive days and/or the employee's absences are reflecting a pattern suggesting abuse of sick leave, the department head may request a doctor's verification of illness.

Sick leave may be used by an employee for the following purposes:

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

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

8.3.3.1 - Personal Necessity. Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee

cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the department head in advance of the absence.

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

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under section 20862.8 of CalPERS, however, employees hired after June 30, 1996 will have the CalPERS program credit only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave.

In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry over from one calendar year to the next.

Employees may request additional bereavement leave beyond the five (5) days for a given death. Additional leave is not guaranteed but subject to department head approval. If approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.

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

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

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

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

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

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

8.3.8 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted as soon as possible prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

8.3.9 - Compulsory. If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or

approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

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

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

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

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

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.6.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty. Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift if there are at least two hours or more left in the work shift, excluding commute to the work site. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Leave Without Pay. With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for up to five (5) days, with a limit of five (5) days per fiscal year. Leave of absence without pay beyond the five-day period for an indefinite period not to exceed 30 days must be approved by the department head and Human Resources Director. On expiration of the approved leave, the employee shall be

reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed three (3) months immediately prior to the day of election for which the employee is on the ballot. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.13 - Unpaid Leave. The employee shall not be entitled to any compensation for this type of leave and it must be approved by the Human Resources Director. Medical, dental and other insurance may be continued, but at no cost to the County, with the exception of Family Medical Leave. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

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

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

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

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

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

1. January 1st, New Year's Day

2. Third Monday in January, known as “Martin Luther King's Day”

3. Third Monday in February, known as “Presidents Day”

4. Last Monday in May, known as "Memorial Day"

5. June 19th, known as "Juneteenth"(effective 2025)

5. July 4th, known as "Independence Day"

6. First Monday in September, known as "Labor Day"

7. Second Monday in October, known as "Columbus Day"

8. November 11th, known as "Veterans Day"

9. Thanksgiving Day

10. The day after Thanksgiving Day

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

12. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8 and 11 occurs.

13. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8 and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday. All County employees are entitled to a personal holiday (increased to a total of two personal holidays effective on ratification) which will be allocated on January 1 of each year to be taken in that calendar year; all new employees of the County are entitled to a personal holiday after their one (1) year anniversary to be taken within the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive eight (8) hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - Travel Expenses

All travel allowances are set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A – General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA's frequently asked questions, per diem page for answers to common questions.

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ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 Out-of-Class Work

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

Employees who are assigned out-of-class work on a temporary basis due to vacation, illness or other short-term leaves, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work due to a vacancy or long term leave, and employees who are performing out of class work on a regular or recurring basis, as defined above, in addition to their regular duties, shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

Section 11.2 - Procedures

When it appears that there has been a change in the duties and responsibilities of a position, a department head may request a reclassification during the budget request process.

An employee, with or without his/her representative, may notify and discuss with his or her department head of the need for reclassification prior to the budget request process. The decision of the department head concerning the reclassification issue shall not be subject to grievance or appeal.

Section 11.3 – Merit System

Merit System rules concerning reclassification shall continue to apply to those employees covered by the State Merit System.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

Section 12.2 - Order of Layoff

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

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Permanent part-time employees in the inverse order of seniority;
d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

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

Section 12.4 - Reassignment in Lieu of Layoff

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

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

Section 12.5 - Layoff

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

Section 12.6 - Re-employment List

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

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

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

Section 12.7 - Seniority Accrual

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

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have a Union representative/steward present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Whenever there is a disciplinary matter under investigation, the affected employee will be notified as soon as practicable and appropriate that he or she is subject to investigation.

Section 13.1 - Just Cause

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

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

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

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

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

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

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

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in county work areas;

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

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs, or not available if officially on call;

13.1.7 - Misuse of county property or damage to county property resulting from misuse or negligence;

13.1.8 - Violation of a county and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

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

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

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

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

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

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

13.2.5 - Said response shall be made to the department head.

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

Section 13.3 - Decision to Discharge, Demote, or Suspend

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

The notification to the employee shall contain the following:

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

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

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

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

13.3.5 – Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by

his or her union/steward and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

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

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

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

Section 13.3.7 - Arbitrator Authority – The jurisdiction and authority of the arbitrator and his or her opinion and award shall be limited to reviewing the factual and legal basis for the discipline and any affirmative defenses submitted by the employee appealing the decision. Should the arbitrator find insufficient evidence to sustain the misconduct charged by the County, he or she shall have the authority to reverse or modify the disciplinary penalty. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify an provision of this MOU; to impose on either party a limitation or obligation not explicitly provided for in this MOU; or to establish or alter any wage structure.

Subject to jurisdictional limitation provided above, the decision of the arbitrator shall be final and binding on the parties.

For those County employees subject to the State Merit System Services, Government Code section 17550-17566, the right to disciplinary arbitration as provided in section 13.3.6 above shall be subject to the request and approval process under Government Code section 17567 to authorize use of a local agency appeal procedure rather than the procedures in section 17552-17566.

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

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

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

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

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

Section 13.5 - Immediate Interim Suspension

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

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

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

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

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding, which has had an adverse impact on one or more bargaining unit members.

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

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

Section 14.2 - Pre-Grievance Step

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

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

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

Section 14.3 - Formal Grievance

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

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

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

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

14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one. The County shall mail the written decision via certified mail, return receipt or may effect personal service.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative/steward. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and

the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

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

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

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

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

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

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

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the administrative officer shall appoint a substitute.

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

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

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

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

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

ARTICLE 15 - PERSONNEL FILES

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

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file kept at their department. Like the centrally located personnel file, the department file contains private and confidential information and shall be maintained in a secure manner.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the human resources director, county counsel and the administrative officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

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

The County and the Union agree to establish a joint Labor/Management Safety Committee. The Committee will be comprised of 4 representatives from each side. The Committee shall meet at least twice per year. The purpose of the Committee is to identify health and safety hazards in the workplace and to make recommendations to the County Administrative Officer for their corrections.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding, the County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

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

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

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

Section 18.4 - The County agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting matters within the scope of representation under the Meyers-Milias-Brown Act and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 – SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

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

ARTICLE 20 – DURATION

This Memorandum of Understanding shall become effective on November 1, 2025, and shall continue in full force and effect through October 31, 2028**.** The parties agree that meet and confer on a successor Memorandum of Understanding is completed. This Memorandum of Understanding shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date: _____

Joseph Lynch
County Administrator Officer
County Negotiator

Approved as to Form

Kevin Briggs
Acting County Counsel

For the Union

Elizabeth Camarena
SEIU Local 521

Date: _____

Susan Seed
Negotiating Team Member

Sarah Spaulding
Negotiating Team Member

Appendix A
Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2024. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

The County will be moving to bi-weekly payroll in January of 2026. The pay schedule which follows will be updated to coincide with that transition in two significant ways:

1. **The County will be rounding hourly rates up to the nearest penny.**
2. **The Monthly Rate column will be eliminated, as it will no longer be relevant to staff pay.**

Mariposa County Position by Grade and Step

Position Name and Step	Grade Code	Hourly Rate	Annual Rate
4-H Youth Coordinator Step 1	GR146	25.51	53,060.80
4-H Youth Coordinator Step 2	GR146	26.79	55,723.20
4-H Youth Coordinator Step 3	GR146	28.13	58,510.40
4-H Youth Coordinator Step 4	GR146	29.54	61,443.20
4-H Youth Coordinator Step 5	GR146	31.01	64,500.80
Account Clerk I Step 1	GR800	17.59	36,587.20
Account Clerk I Step 2	GR800	18.47	38,417.60
Account Clerk I Step 3	GR800	19.40	40,352.00
Account Clerk I Step 4	GR800	20.37	42,369.60
Account Clerk I Step 5	GR800	21.38	44,470.40
Account Clerk II Step 1	GR800	18.86	39,228.80
Account Clerk II Step 2	GR800	19.80	41,184.00
Account Clerk II Step 3	GR800	20.79	43,243.20
Account Clerk II Step 4	GR800	21.83	45,406.40
Account Clerk II Step 5	GR800	22.93	47,694.40
Accountant I Step 1	GR801	29.19	60,715.20
Accountant I Step 2	GR801	30.65	63,752.00
Accountant I Step 3	GR801	32.19	66,955.20
Accountant I Step 4	GR801	33.80	70,304.00
Accountant I Step 5	GR801	35.49	73,819.20
Accountant II Step 1	GR801	33.55	69,784.00
Accountant II Step 2	GR801	35.23	73,278.40
Accountant II Step 3	GR801	36.99	76,939.20
Accountant II Step 4	GR801	38.84	80,787.20
Accountant II Step 5	GR801	40.78	84,822.40
Accounting Technician I Step 1	GR802	21.91	45,572.80
Accounting Technician I Step 2	GR802	23.01	47,860.80
Accounting Technician I Step 3	GR802	24.16	50,252.80
Accounting Technician I Step 4	GR802	25.36	52,748.80
Accounting Technician I Step 5	GR802	26.63	55,390.40

Accounting Technician II Step 1	GR802	24.21	50,356.80
Accounting Technician II Step 2	GR802	25.42	52,873.60
Accounting Technician II Step 3	GR802	26.69	55,515.20
Accounting Technician II Step 4	GR802	28.03	58,302.40
Accounting Technician II Step 5	GR802	29.43	61,214.40
Accounting Technician III Step 1	GR166	26.69	55,515.20
Accounting Technician III Step 2	GR166	28.02	58,281.60
Accounting Technician III Step 3	GR166	29.42	61,193.60
Accounting Technician III Step 4	GR166	30.90	64,272.00
Accounting Technician III Step 5	GR166	32.44	67,475.20
Administrative Technician Step 1	GR268	31.05	64,584.00
Administrative Technician Step 2	GR268	32.61	67,828.80
Administrative Technician Step 3	GR268	34.24	71,219.20
Administrative Technician Step 4	GR268	35.95	74,776.00
Administrative Technician Step 5	GR268	37.75	78,520.00
Agricultural Program Specialist I Step 1	GR834	24.95	51,896.00
Agricultural Program Specialist I Step 2	GR834	26.20	54,496.00
Agricultural Program Specialist I Step 3	GR834	27.51	57,220.80
Agricultural Program Specialist I Step 4	GR834	28.88	60,070.40
Agricultural Program Specialist I Step 5	GR834	30.33	63,086.40
Agricultural Program Specialist II Step 1	GR834	27.50	57,200.00
Agricultural Program Specialist II Step 2	GR834	28.87	60,049.60
Agricultural Program Specialist II Step 3	GR834	30.32	63,065.60
Agricultural Program Specialist II Step 4	GR834	31.83	66,206.40
Agricultural Program Specialist II Step 5	GR834	33.43	69,534.40
Agricultural Program Specialist III Step 1	GR834	30.54	63,523.20
Agricultural Program Specialist III Step 2	GR834	32.06	66,684.80
Agricultural Program Specialist III Step 3	GR834	33.67	70,033.60
Agricultural Program Specialist III Step 4	GR834	35.35	73,528.00
Agricultural Program Specialist III Step 5	GR834	37.12	77,209.60
Agricultural Standards Program Technician I Step 1	GR839	21.91	45,572.80
Agricultural Standards Program Technician I Step 2	GR839	23.01	47,860.80
Agricultural Standards Program Technician I Step 3	GR839	24.16	50,252.80
Agricultural Standards Program Technician I Step 4	GR839	25.36	52,748.80
Agricultural Standards Program Technician I Step 5	GR839	26.63	55,390.40
Agricultural Standards Program Technician II Step 1	GR839	24.21	50,356.80
Agricultural Standards Program Technician II Step 2	GR839	25.42	52,873.60
Agricultural Standards Program Technician II Step 3	GR839	26.69	55,515.20
Agricultural Standards Program Technician II Step 4	GR839	28.01	58,260.80
Agricultural Standards Program Technician II Step 5	GR839	29.43	61,214.40
Agriculture Standards Inspector I Step 1	GR803	30.39	63,211.20
Agriculture Standards Inspector I Step 2	GR803	31.91	66,372.80
Agriculture Standards Inspector I Step 3	GR803	33.51	69,700.80
Agriculture Standards Inspector I Step 4	GR803	35.19	73,195.20
Agriculture Standards Inspector I Step 5	GR803	36.95	76,856.00
Agriculture Standards Inspector II Step 1	GR803	31.94	66,435.20

Agriculture Standards Inspector II Step 2	GR803	33.53	69,742.40
Agriculture Standards Inspector II Step 3	GR803	35.21	73,236.80
Agriculture Standards Inspector II Step 4	GR803	36.97	76,897.60
Agriculture Standards Inspector II Step 5	GR803	38.82	80,745.60
Agriculture Standards Inspector III Step 1	GR803	33.53	69,742.40
Agriculture Standards Inspector III Step 2	GR803	35.21	73,236.80
Agriculture Standards Inspector III Step 3	GR803	36.97	76,897.60
Agriculture Standards Inspector III Step 4	GR803	38.82	80,745.60
Agriculture Standards Inspector III Step 5	GR803	40.76	84,780.80
Animal Control Officer Step 1	GR148	24.33	50,606.40
Animal Control Officer Step 2	GR148	25.55	53,144.00
Animal Control Officer Step 3	GR148	26.83	55,806.40
Animal Control Officer Step 4	GR148	28.17	58,593.60
Animal Control Officer Step 5	GR148	29.58	61,526.40
Appraiser I Step 1	GR805	27.23	56,638.40
Appraiser I Step 2	GR805	28.59	59,467.20
Appraiser I Step 3	GR805	30.02	62,441.60
Appraiser I Step 4	GR805	31.52	65,561.60
Appraiser I Step 5	GR805	33.09	68,827.20
Appraiser II Step 1	GR805	30.08	62,566.40
Appraiser II Step 2	GR805	31.58	65,686.40
Appraiser II Step 3	GR805	33.16	68,972.80
Appraiser II Step 4	GR805	34.82	72,425.60
Appraiser II Step 5	GR805	36.56	76,044.80
Appraiser III Step 1	GR201	34.25	71,240.00
Appraiser III Step 2	GR201	35.97	74,817.60
Appraiser III Step 3	GR201	37.77	78,561.60
Appraiser III Step 4	GR201	39.65	82,472.00
Appraiser III Step 5	GR201	41.64	86,611.20
Assessment-Recording Clerk I Step 1	GR806	18.77	39,041.60
Assessment-Recording Clerk I Step 2	GR806	19.71	40,996.80
Assessment-Recording Clerk I Step 3	GR806	20.69	43,035.20
Assessment-Recording Clerk I Step 4	GR806	21.73	45,198.40
Assessment-Recording Clerk I Step 5	GR806	22.81	47,444.80
Assessment-Recording Clerk II Step 1	GR806	20.63	42,910.40
Assessment-Recording Clerk II Step 2	GR806	21.67	45,073.60
Assessment-Recording Clerk II Step 3	GR806	22.75	47,320.00
Assessment-Recording Clerk II Step 4	GR806	23.89	49,691.20
Assessment-Recording Clerk II Step 5	GR806	25.08	52,166.40
Assessment-Recording Clerk III Step 1	GR220	22.55	46,904.00
Assessment-Recording Clerk III Step 2	GR220	23.68	49,254.40
Assessment-Recording Clerk III Step 3	GR220	24.86	51,708.80
Assessment-Recording Clerk III Step 4	GR220	26.11	54,308.80
Assessment-Recording Clerk III Step 5	GR220	27.41	57,012.80
Associate Engineer Step 1	GR219	40.59	84,427.20
Associate Engineer Step 2	GR219	42.62	88,649.60

Associate Engineer Step 3	GR219	44.75	93,080.00
Associate Engineer Step 4	GR219	46.99	97,739.20
Associate Engineer Step 5	GR219	49.34	102,627.20
Auditor-Appraiser Step 1	GR276	35.96	74,796.80
Auditor-Appraiser Step 2	GR276	37.76	78,540.80
Auditor-Appraiser Step 3	GR276	39.65	82,472.00
Auditor-Appraiser Step 4	GR276	41.63	86,590.40
Auditor-Appraiser Step 5	GR276	43.72	90,937.60
Building Inspector Step 1	GR186	29.78	61,942.40
Building Inspector Step 2	GR186	31.27	65,041.60
Building Inspector Step 3	GR186	32.84	68,307.20
Building Inspector Step 4	GR186	34.48	71,718.40
Building Inspector Step 5	GR186	36.20	75,296.00
Business Systems Analyst I Step 1	GR807	27.76	57,740.80
Business Systems Analyst I Step 2	GR807	29.15	60,632.00
Business Systems Analyst I Step 3	GR807	30.61	63,668.80
Business Systems Analyst I Step 4	GR807	32.14	66,851.20
Business Systems Analyst I Step 5	GR807	33.74	70,179.20
Business Systems Analyst II Step 1	GR807	30.54	63,523.20
Business Systems Analyst II Step 2	GR807	32.06	66,684.80
Business Systems Analyst II Step 3	GR807	33.67	70,033.60
Business Systems Analyst II Step 4	GR807	35.35	73,528.00
Business Systems Analyst II Step 5	GR807	37.12	77,209.60
Cadastral Drafting Technician I Step 1	GR808	26.16	54,412.80
Cadastral Drafting Technician I Step 2	GR808	27.47	57,137.60
Cadastral Drafting Technician I Step 3	GR808	28.84	59,987.20
Cadastral Drafting Technician I Step 4	GR808	30.28	62,982.40
Cadastral Drafting Technician I Step 5	GR808	31.80	66,144.00
Cadastral Drafting Technician II Step 1	GR808	27.50	57,200.00
Cadastral Drafting Technician II Step 2	GR808	28.87	60,049.60
Cadastral Drafting Technician II Step 3	GR808	30.32	63,065.60
Cadastral Drafting Technician II Step 4	GR808	31.83	66,206.40
Cadastral Drafting Technician II Step 5	GR808	33.43	69,534.40
Child Support Accounting Specialist Step 1	GR199	31.31	65,124.80
Child Support Accounting Specialist Step 2	GR199	32.88	68,390.40
Child Support Accounting Specialist Step 3	GR199	34.52	71,801.60
Child Support Accounting Specialist Step 4	GR199	36.25	75,400.00
Child Support Accounting Specialist Step 5	GR199	38.06	79,164.80
Child Support Assistant I Step 1	GR224	16.52	34,361.60
Child Support Assistant I Step 2	GR224	17.34	36,067.20
Child Support Assistant I Step 3	GR224	18.21	37,876.80
Child Support Assistant I Step 4	GR224	19.12	39,769.60
Child Support Assistant I Step 5	GR224	20.08	41,766.40
Child Support Specialist I Step 1	GR809	24.95	51,896.00
Child Support Specialist I Step 2	GR809	26.20	54,496.00
Child Support Specialist I Step 3	GR809	27.51	57,220.80

Child Support Specialist I Step 4	GR809	28.88	60,070.40
Child Support Specialist I Step 5	GR809	30.33	63,086.40
Child Support Specialist II Step 1	GR809	27.50	57,200.00
Child Support Specialist II Step 2	GR809	28.87	60,049.60
Child Support Specialist II Step 3	GR809	30.32	63,065.60
Child Support Specialist II Step 4	GR809	31.83	66,206.40
Child Support Specialist II Step 5	GR809	33.43	69,534.40
Child Support Specialist III Step 1	GR189	30.54	63,523.20
Child Support Specialist III Step 2	GR189	32.06	66,684.80
Child Support Specialist III Step 3	GR189	33.67	70,033.60
Child Support Specialist III Step 4	GR189	35.35	73,528.00
Child Support Specialist III Step 5	GR189	37.12	77,209.60
Code Compliance Technician Step 1	GR212	30.96	64,396.80
Code Compliance Technician Step 2	GR212	32.51	67,620.80
Code Compliance Technician Step 3	GR212	34.14	71,011.20
Code Compliance Technician Step 4	GR212	35.84	74,547.20
Code Compliance Technician Step 5	GR212	37.64	78,291.20
Community Design Development Planner I Step 1	GR837	32.62	67,849.60
Community Design Development Planner I Step 2	GR837	34.25	71,240.00
Community Design Development Planner I Step 3	GR837	35.96	74,796.80
Community Design Development Planner I Step 4	GR837	37.76	78,540.80
Community Design Development Planner I Step 5	GR837	39.65	82,472.00
Community Design Development Planner II Step 1	GR837	36.65	76,232.00
Community Design Development Planner II Step 2	GR837	38.48	80,038.40
Community Design Development Planner II Step 3	GR837	40.40	84,032.00
Community Design Development Planner II Step 4	GR837	42.42	88,233.60
Community Design Development Planner II Step 5	GR837	44.55	92,664.00
Community Mental Health Nurse Step 1	GR213	36.55	76,024.00
Community Mental Health Nurse Step 2	GR213	38.38	79,830.40
Community Mental Health Nurse Step 3	GR213	40.30	83,824.00
Community Mental Health Nurse Step 4	GR213	42.31	88,004.80
Community Mental Health Nurse Step 5	GR213	44.43	92,414.40
Custodian Step 1	GR107	19.04	39,603.20
Custodian Step 2	GR107	19.99	41,579.20
Custodian Step 3	GR107	20.99	43,659.20
Custodian Step 4	GR107	22.04	45,843.20
Custodian Step 5	GR107	23.15	48,152.00
Deputy Treasurer Step 1	GR188	30.08	62,566.40
Deputy Treasurer Step 2	GR188	31.58	65,686.40
Deputy Treasurer Step 3	GR188	33.16	68,972.80
Deputy Treasurer Step 4	GR188	34.82	72,425.60
Deputy Treasurer Step 5	GR188	36.56	76,044.80
Development Services Technician Step 1	GR150	24.39	50,731.20
Development Services Technician Step 2	GR150	25.61	53,268.80
Development Services Technician Step 3	GR150	26.89	55,931.20
Development Services Technician Step 4	GR150	28.24	58,739.20

Development Services Technician Step 5	GR150	29.65	61,672.00
Driver Step 1	GR229	19.24	40,019.20
Driver Step 2	GR229	20.21	42,036.80
Driver Step 3	GR229	21.22	44,137.60
Driver Step 4	GR229	22.28	46,342.40
Driver Step 5	GR229	23.39	48,651.20
Elections Clerk I Step 1	GR810	21.06	43,804.80
Elections Clerk I Step 2	GR810	22.11	45,988.80
Elections Clerk I Step 3	GR810	23.21	48,276.80
Elections Clerk I Step 4	GR810	24.38	50,710.40
Elections Clerk I Step 5	GR810	25.59	53,227.20
Elections Clerk II Step 1	GR810	23.26	48,380.80
Elections Clerk II Step 2	GR810	24.42	50,793.60
Elections Clerk II Step 3	GR810	25.65	53,352.00
Elections Clerk II Step 4	GR810	26.93	56,014.40
Elections Clerk II Step 5	GR810	28.28	58,822.40
Eligibility Specialist I Step 1	GR811	24.95	51,896.00
Eligibility Specialist I Step 2	GR811	26.20	54,496.00
Eligibility Specialist I Step 3	GR811	27.51	57,220.80
Eligibility Specialist I Step 4	GR811	28.88	60,070.40
Eligibility Specialist I Step 5	GR811	30.33	63,086.40
Eligibility Specialist II Step 1	GR811	27.50	57,200.00
Eligibility Specialist II Step 2	GR811	28.87	60,049.60
Eligibility Specialist II Step 3	GR811	30.32	63,065.60
Eligibility Specialist II Step 4	GR811	31.83	66,206.40
Eligibility Specialist II Step 5	GR811	33.43	69,534.40
Eligibility Specialist III Step 1	GR149	30.54	63,523.20
Eligibility Specialist III Step 2	GR149	32.06	66,684.80
Eligibility Specialist III Step 3	GR149	33.67	70,033.60
Eligibility Specialist III Step 4	GR149	35.35	73,528.00
Eligibility Specialist III Step 5	GR149	37.12	77,209.60
Eligibility Supervisor Step 1	GR190	30.54	63,523.20
Eligibility Supervisor Step 2	GR190	32.06	66,684.80
Eligibility Supervisor Step 3	GR190	33.67	70,033.60
Eligibility Supervisor Step 4	GR190	35.35	73,528.00
Eligibility Supervisor Step 5	GR190	37.12	77,209.60
Engineering Technician III Step 1	GR198	31.94	66,435.20
Engineering Technician III Step 2	GR198	33.53	69,742.40
Engineering Technician III Step 3	GR198	35.21	73,236.80
Engineering Technician III Step 4	GR198	36.97	76,897.60
Engineering Technician III Step 5	GR198	38.82	80,745.60
Engineering Technician Trainee Step 1	GR127	21.27	44,241.60
Engineering Technician Trainee Step 2	GR127	22.33	46,446.40
Engineering Technician Trainee Step 3	GR127	23.45	48,776.00
Engineering Technician Trainee Step 4	GR127	24.62	51,209.60
Engineering Technician Trainee Step 5	GR127	25.85	53,768.00

Environmental Health Aide Step 1	GR115	20.53	42,702.40
Environmental Health Aide Step 2	GR115	21.55	44,824.00
Environmental Health Aide Step 3	GR115	22.63	47,070.40
Environmental Health Aide Step 4	GR115	23.76	49,420.80
Environmental Health Aide Step 5	GR115	24.95	51,896.00
Environmental Health Specialist I Step 1	GR832	32.22	67,017.60
Environmental Health Specialist I Step 2	GR832	33.83	70,366.40
Environmental Health Specialist I Step 3	GR832	35.52	73,881.60
Environmental Health Specialist I Step 4	GR832	37.29	77,563.20
Environmental Health Specialist I Step 5	GR832	39.16	81,452.80
Environmental Health Specialist II Step 1	GR832	35.79	74,443.20
Environmental Health Specialist II Step 2	GR832	37.58	78,166.40
Environmental Health Specialist II Step 3	GR832	39.46	82,076.80
Environmental Health Specialist II Step 4	GR832	41.44	86,195.20
Environmental Health Specialist II Step 5	GR832	43.51	90,500.80
Equipment Mechanic - Heavy Equipment Step 1	GR168	26.69	55,515.20
Equipment Mechanic - Heavy Equipment Step 2	GR168	28.02	58,281.60
Equipment Mechanic - Heavy Equipment Step 3	GR168	29.42	61,193.60
Equipment Mechanic - Heavy Equipment Step 4	GR168	30.90	64,272.00
Equipment Mechanic - Heavy Equipment Step 5	GR168	32.44	67,475.20
Equipment Mechanic Supervisor Step 1	GR261	30.08	62,566.40
Equipment Mechanic Supervisor Step 2	GR261	31.58	65,686.40
Equipment Mechanic Supervisor Step 3	GR261	33.16	68,972.80
Equipment Mechanic Supervisor Step 4	GR261	34.82	72,425.60
Equipment Mechanic Supervisor Step 5	GR261	36.56	76,044.80
Equipment Operator - Solid Waste Step 1	GR258	24.65	51,272.00
Equipment Operator - Solid Waste Step 2	GR258	25.89	53,851.20
Equipment Operator - Solid Waste Step 3	GR258	27.18	56,534.40
Equipment Operator - Solid Waste Step 4	GR258	28.54	59,363.20
Equipment Operator - Solid Waste Step 5	GR258	29.97	62,337.60
Equipment Service Worker Step 1	GR177	21.05	43,784.00
Equipment Service Worker Step 2	GR177	22.11	45,988.80
Equipment Service Worker Step 3	GR177	23.21	48,276.80
Equipment Service Worker Step 4	GR177	24.37	50,689.60
Equipment Service Worker Step 5	GR177	25.59	53,227.20
Executive Assistant Step 1	GR266	30.34	63,107.20
Executive Assistant Step 2	GR266	31.86	66,268.80
Executive Assistant Step 3	GR266	33.45	69,576.00
Executive Assistant Step 4	GR266	35.12	73,049.60
Executive Assistant Step 5	GR266	36.88	76,710.40
Fire Prevention Inspector I Step 1	GR813	22.01	45,780.80
Fire Prevention Inspector I Step 2	GR813	23.11	48,068.80
Fire Prevention Inspector I Step 3	GR813	24.27	50,481.60
Fire Prevention Inspector I Step 4	GR813	25.48	52,998.40
Fire Prevention Inspector I Step 5	GR813	26.76	55,660.80
Fire Prevention Inspector II Step 1	GR813	28.09	58,427.20

Fire Prevention Inspector II Step 2	GR813	29.49	61,339.20
Fire Prevention Inspector II Step 3	GR813	30.97	64,417.60
Fire Prevention Inspector II Step 4	GR813	32.52	67,641.60
Fire Prevention Inspector II Step 5	GR813	34.14	71,011.20
GIS Specialist I Step 1	GR814	31.61	65,748.80
GIS Specialist I Step 2	GR814	33.19	69,035.20
GIS Specialist I Step 3	GR814	34.85	72,488.00
GIS Specialist I Step 4	GR814	36.59	76,107.20
GIS Specialist I Step 5	GR814	38.42	79,913.60
GIS Specialist II Step 1	GR814	34.77	72,321.60
GIS Specialist II Step 2	GR814	36.51	75,940.80
GIS Specialist II Step 3	GR814	38.33	79,726.40
GIS Specialist II Step 4	GR814	40.25	83,720.00
GIS Specialist II Step 5	GR814	42.26	87,900.80
Information Systems Specialist I Step 1	GR815	34.77	72,321.60
Information Systems Specialist I Step 2	GR815	36.51	75,940.80
Information Systems Specialist I Step 3	GR815	38.33	79,726.40
Information Systems Specialist I Step 4	GR815	40.25	83,720.00
Information Systems Specialist I Step 5	GR815	42.26	87,900.80
Information Systems Specialist II Step 1	GR815	42.46	88,316.80
Information Systems Specialist II Step 2	GR815	44.58	92,726.40
Information Systems Specialist II Step 3	GR815	46.81	97,364.80
Information Systems Specialist II Step 4	GR815	49.15	102,232.00
Information Systems Specialist II Step 5	GR815	51.61	107,348.80
Junior Engineer Step 1	GR214	36.73	76,398.40
Junior Engineer Step 2	GR214	38.57	80,225.60
Junior Engineer Step 3	GR214	40.50	84,240.00
Junior Engineer Step 4	GR214	42.52	88,441.60
Junior Engineer Step 5	GR214	44.65	92,872.00
Kitchen Assistant Step 1	GR100	16.52	34,361.60
Kitchen Assistant Step 2	GR100	17.34	36,067.20
Kitchen Assistant Step 3	GR100	18.21	37,876.80
Kitchen Assistant Step 4	GR100	19.12	39,769.60
Kitchen Assistant Step 5	GR100	20.08	41,766.40
Legal Secretary I Step 1	GR816	21.27	44,241.60
Legal Secretary I Step 2	GR816	22.33	46,446.40
Legal Secretary I Step 3	GR816	23.45	48,776.00
Legal Secretary I Step 4	GR816	24.62	51,209.60
Legal Secretary I Step 5	GR816	25.85	53,768.00
Legal Secretary II Step 1	GR816	22.35	46,488.00
Legal Secretary II Step 2	GR816	23.47	48,817.60
Legal Secretary II Step 3	GR816	24.64	51,251.20
Legal Secretary II Step 4	GR816	25.87	53,809.60
Legal Secretary II Step 5	GR816	27.17	56,513.60
Library Assistant I Step 1	GR817	19.63	40,830.40
Library Assistant I Step 2	GR817	20.61	42,868.80

Library Assistant I Step 3	GR817	21.64	45,011.20
Library Assistant I Step 4	GR817	22.73	47,278.40
Library Assistant I Step 5	GR817	23.86	49,628.80
Library Assistant II Step 1	GR817	20.84	43,347.20
Library Assistant II Step 2	GR817	21.88	45,510.40
Library Assistant II Step 3	GR817	22.97	47,777.60
Library Assistant II Step 4	GR817	24.12	50,169.60
Library Assistant II Step 5	GR817	25.33	52,686.40
Licensed Vocational Nurse Step 1	GR274	32.18	66,934.40
Licensed Vocational Nurse Step 2	GR274	33.79	70,283.20
Licensed Vocational Nurse Step 3	GR274	35.48	73,798.40
Licensed Vocational Nurse Step 4	GR274	37.25	77,480.00
Licensed Vocational Nurse Step 5	GR274	39.12	81,369.60
Maintenance Supervisor Step 1	GR184	33.28	69,222.40
Maintenance Supervisor Step 2	GR184	34.94	72,675.20
Maintenance Supervisor Step 3	GR184	36.69	76,315.20
Maintenance Supervisor Step 4	GR184	38.52	80,121.60
Maintenance Supervisor Step 5	GR184	40.45	84,136.00
Maintenance Worker I Step 1	GR818	21.68	45,094.40
Maintenance Worker I Step 2	GR818	22.77	47,361.60
Maintenance Worker I Step 3	GR818	23.91	49,732.80
Maintenance Worker I Step 4	GR818	25.10	52,208.00
Maintenance Worker I Step 5	GR818	26.36	54,828.80
Maintenance Worker II Step 1	GR818	23.72	49,337.60
Maintenance Worker II Step 2	GR818	24.91	51,812.80
Maintenance Worker II Step 3	GR818	26.15	54,392.00
Maintenance Worker II Step 4	GR818	27.46	57,116.80
Maintenance Worker II Step 5	GR818	28.84	59,987.20
Maintenance Worker III Step 1	GR163	26.74	55,619.20
Maintenance Worker III Step 2	GR163	28.08	58,406.40
Maintenance Worker III Step 3	GR163	29.48	61,318.40
Maintenance Worker III Step 4	GR163	30.96	64,396.80
Maintenance Worker III Step 5	GR163	32.50	67,600.00
Maintenance/Construction Supervisor Step 1	GR236	33.27	69,201.60
Maintenance/Construction Supervisor Step 2	GR236	34.93	72,654.40
Maintenance/Construction Supervisor Step 3	GR236	36.68	76,294.40
Maintenance/Construction Supervisor Step 4	GR236	38.51	80,100.80
Maintenance/Construction Supervisor Step 5	GR236	40.44	84,115.20
Mental Health Aide Step 1	GR128	18.93	39,374.40
Mental Health Aide Step 2	GR128	19.88	41,350.40
Mental Health Aide Step 3	GR128	20.87	43,409.60
Mental Health Aide Step 4	GR128	21.92	45,593.60
Mental Health Aide Step 5	GR128	23.01	47,860.80
Mental Health Assistant I Step 1	GR819	20.84	43,347.20
Mental Health Assistant I Step 2	GR819	21.88	45,510.40
Mental Health Assistant I Step 3	GR819	22.98	47,798.40

Mental Health Assistant I Step 4	GR819	24.12	50,169.60
Mental Health Assistant I Step 5	GR819	25.33	52,686.40
Mental Health Assistant II Step 1	GR819	25.45	52,936.00
Mental Health Assistant II Step 2	GR819	26.72	55,577.60
Mental Health Assistant II Step 3	GR819	28.06	58,364.80
Mental Health Assistant II Step 4	GR819	29.46	61,276.80
Mental Health Assistant II Step 5	GR819	30.93	64,334.40
Mental Health Assistant III Step 1	GR191	30.54	63,523.20
Mental Health Assistant III Step 2	GR191	32.06	66,684.80
Mental Health Assistant III Step 3	GR191	33.67	70,033.60
Mental Health Assistant III Step 4	GR191	35.35	73,528.00
Mental Health Assistant III Step 5	GR191	37.12	77,209.60
Mental Health Clinician Step 1	GR203	34.42	71,593.60
Mental Health Clinician Step 2	GR203	36.14	75,171.20
Mental Health Clinician Step 3	GR203	37.95	78,936.00
Mental Health Clinician Step 4	GR203	39.85	82,888.00
Mental Health Clinician Step 5	GR203	41.84	87,027.20
Network Administrator I Step 1	GR820	34.77	72,321.60
Network Administrator I Step 2	GR820	36.51	75,940.80
Network Administrator I Step 3	GR820	38.33	79,726.40
Network Administrator I Step 4	GR820	40.25	83,720.00
Network Administrator I Step 5	GR820	42.26	87,900.80
Network Administrator II Step 1	GR820	42.46	88,316.80
Network Administrator II Step 2	GR820	44.58	92,726.40
Network Administrator II Step 3	GR820	46.81	97,364.80
Network Administrator II Step 4	GR820	49.15	102,232.00
Network Administrator II Step 5	GR820	51.61	107,348.80
Office Assistant I Step 1	GR821	16.52	34,361.60
Office Assistant I Step 2	GR821	17.34	36,067.20
Office Assistant I Step 3	GR821	18.21	37,876.80
Office Assistant I Step 4	GR821	19.12	39,769.60
Office Assistant I Step 5	GR821	20.08	41,766.40
Office Assistant II Step 1	GR821	17.59	36,587.20
Office Assistant II Step 2	GR821	18.47	38,417.60
Office Assistant II Step 3	GR821	19.40	40,352.00
Office Assistant II Step 4	GR821	20.37	42,369.60
Office Assistant II Step 5	GR821	21.38	44,470.40
Office Technician Step 1	GR160	25.71	53,476.80
Office Technician Step 2	GR160	26.99	56,139.20
Office Technician Step 3	GR160	28.34	58,947.20
Office Technician Step 4	GR160	29.76	61,900.80
Office Technician Step 5	GR160	31.25	65,000.00
Office Technician Supervisor Step 1	GR161	28.27	58,801.60
Office Technician Supervisor Step 2	GR161	29.69	61,755.20
Office Technician Supervisor Step 3	GR161	31.17	64,833.60
Office Technician Supervisor Step 4	GR161	32.73	68,078.40

Office Technician Supervisor Step 5	GR161	34.37	71,489.60
PC Technician Step 1	GR165	26.29	54,683.20
PC Technician Step 2	GR165	27.60	57,408.00
PC Technician Step 3	GR165	28.98	60,278.40
PC Technician Step 4	GR165	30.43	63,294.40
PC Technician Step 5	GR165	31.95	66,456.00
Peer Coach I Step 1	GR280	16.52	34,361.60
Peer Coach I Step 2	GR280	17.34	36,067.20
Peer Coach I Step 3	GR280	18.21	37,876.80
Peer Coach I Step 4	GR280	19.12	39,769.60
Peer Coach I Step 5	GR280	20.08	41,766.40
Peer Support Specialist I Step 1	GR836	20.84	43,347.20
Peer Support Specialist I Step 2	GR836	21.88	45,510.40
Peer Support Specialist I Step 3	GR836	22.98	47,798.40
Peer Support Specialist I Step 4	GR836	24.12	50,169.60
Peer Support Specialist I Step 5	GR836	25.33	52,686.40
Peer Support Specialist II Step 1	GR836	25.45	52,936.00
Peer Support Specialist II Step 2	GR836	26.72	55,577.60
Peer Support Specialist II Step 3	GR836	28.06	58,364.80
Peer Support Specialist II Step 4	GR836	29.46	61,276.80
Peer Support Specialist II Step 5	GR836	30.93	64,334.40
Peer Support Specialist III Step 1	GR836	30.54	63,523.20
Peer Support Specialist III Step 2	GR836	32.06	66,684.80
Peer Support Specialist III Step 3	GR836	33.67	70,033.60
Peer Support Specialist III Step 4	GR836	35.35	73,528.00
Peer Support Specialist III Step 5	GR836	37.12	77,209.60
Plan Checker/Inspector I Step 1	GR833	31.62	65,769.60
Plan Checker/Inspector I Step 2	GR833	33.20	69,056.00
Plan Checker/Inspector I Step 3	GR833	34.86	72,508.80
Plan Checker/Inspector I Step 4	GR833	36.61	76,148.80
Plan Checker/Inspector I Step 5	GR833	38.44	79,955.20
Plan Checker/Inspector II Step 1	GR833	40.23	83,678.40
Plan Checker/Inspector II Step 2	GR833	42.24	87,859.20
Plan Checker/Inspector II Step 3	GR833	44.35	92,248.00
Plan Checker/Inspector II Step 4	GR833	46.57	96,865.60
Plan Checker/Inspector II Step 5	GR833	48.90	101,712.00
Planner I Step 1	GR822	26.69	55,515.20
Planner I Step 2	GR822	28.02	58,281.60
Planner I Step 3	GR822	29.42	61,193.60
Planner I Step 4	GR822	30.90	64,272.00
Planner I Step 5	GR822	32.44	67,475.20
Planner II Step 1	GR822	29.19	60,715.20
Planner II Step 2	GR822	30.65	63,752.00
Planner II Step 3	GR822	32.19	66,955.20
Planner II Step 4	GR822	33.80	70,304.00
Planner II Step 5	GR822	35.49	73,819.20

Planner III Step 1	GR822	35.12	73,049.60
Planner III Step 2	GR822	36.87	76,689.60
Planner III Step 3	GR822	38.72	80,537.60
Planner III Step 4	GR822	40.65	84,552.00
Planner III Step 5	GR822	42.69	88,795.20
Plant Operator I Step 1	GR823	28.08	58,406.40
Plant Operator I Step 2	GR823	29.48	61,318.40
Plant Operator I Step 3	GR823	30.96	64,396.80
Plant Operator I Step 4	GR823	32.50	67,600.00
Plant Operator I Step 5	GR823	34.13	70,990.40
Plant Operator II Step 1	GR823	29.48	61,318.40
Plant Operator II Step 2	GR823	30.95	64,376.00
Plant Operator II Step 3	GR823	32.50	67,600.00
Plant Operator II Step 4	GR823	34.13	70,990.40
Plant Operator II Step 5	GR823	35.83	74,526.40
Probation Technician Step 1	GR226	23.72	49,337.60
Probation Technician Step 2	GR226	24.91	51,812.80
Probation Technician Step 3	GR226	26.15	54,392.00
Probation Technician Step 4	GR226	27.46	57,116.80
Probation Technician Step 5	GR226	28.84	59,987.20
Program Assistant I Step 1	GR824	19.24	40,019.20
Program Assistant I Step 2	GR824	20.21	42,036.80
Program Assistant I Step 3	GR824	21.22	44,137.60
Program Assistant I Step 4	GR824	22.28	46,342.40
Program Assistant I Step 5	GR824	23.39	48,651.20
Program Assistant II Step 1	GR824	21.17	44,033.60
Program Assistant II Step 2	GR824	22.23	46,238.40
Program Assistant II Step 3	GR824	23.34	48,547.20
Program Assistant II Step 4	GR824	24.51	50,980.80
Program Assistant II Step 5	GR824	25.73	53,518.40
Program Specialist I Step 1	GR825	24.95	51,896.00
Program Specialist I Step 2	GR825	26.20	54,496.00
Program Specialist I Step 3	GR825	27.51	57,220.80
Program Specialist I Step 4	GR825	28.88	60,070.40
Program Specialist I Step 5	GR825	30.33	63,086.40
Program Specialist II Step 1	GR825	27.50	57,200.00
Program Specialist II Step 2	GR825	28.87	60,049.60
Program Specialist II Step 3	GR825	30.32	63,065.60
Program Specialist II Step 4	GR825	31.83	66,206.40
Program Specialist II Step 5	GR825	33.43	69,534.40
Program Specialist III Step 1	GR279	30.54	63,523.20
Program Specialist III Step 2	GR279	32.06	66,684.80
Program Specialist III Step 3	GR279	33.67	70,033.60
Program Specialist III Step 4	GR279	35.35	73,528.00
Program Specialist III Step 5	GR279	37.12	77,209.60
Psychiatric Registered Nurse Step 1	GR215	63.55	132,184.00

Psychiatric Registered Nurse Step 2	GR215	66.73	138,798.40
Psychiatric Registered Nurse Step 3	GR215	70.07	145,745.60
Psychiatric Registered Nurse Step 4	GR215	73.57	153,025.60
Psychiatric Registered Nurse Step 5	GR215	77.25	160,680.00
Public Health Emergency Response Coordinator Step 1	GR216	40.38	83,990.40
Public Health Emergency Response Coordinator Step 2	GR216	42.40	88,192.00
Public Health Emergency Response Coordinator Step 3	GR216	44.52	92,601.60
Public Health Emergency Response Coordinator Step 4	GR216	46.75	97,240.00
Public Health Emergency Response Coordinator Step 5	GR216	49.09	102,107.20
Public Health Nurse I Step 1	GR826	36.55	76,024.00
Public Health Nurse I Step 2	GR826	38.38	79,830.40
Public Health Nurse I Step 3	GR826	40.30	83,824.00
Public Health Nurse I Step 4	GR826	42.31	88,004.80
Public Health Nurse I Step 5	GR826	44.43	92,414.40
Public Health Nurse II Step 1	GR826	40.38	83,990.40
Public Health Nurse II Step 2	GR826	42.40	88,192.00
Public Health Nurse II Step 3	GR826	44.52	92,601.60
Public Health Nurse II Step 4	GR826	46.75	97,240.00
Public Health Nurse II Step 5	GR826	49.09	102,107.20
Public Works Inspector I Step 1	GR835	28.09	58,427.20
Public Works Inspector I Step 2	GR835	30.35	63,128.00
Public Works Inspector I Step 3	GR835	31.87	66,289.60
Public Works Inspector I Step 4	GR835	33.46	69,596.80
Public Works Inspector I Step 5	GR835	35.14	73,091.20
Public Works Inspector II Step 1	GR835	31.94	66,435.20
Public Works Inspector II Step 2	GR835	33.53	69,742.40
Public Works Inspector II Step 3	GR835	35.21	73,236.80
Public Works Inspector II Step 4	GR835	36.97	76,897.60
Public Works Inspector II Step 5	GR835	38.82	80,745.60
Recreation Supervisor Step 1	GR263	33.69	70,075.20
Recreation Supervisor Step 2	GR263	35.38	73,590.40
Recreation Supervisor Step 3	GR263	37.15	77,272.00
Recreation Supervisor Step 4	GR263	39.01	81,140.80
Recreation Supervisor Step 5	GR263	40.96	85,196.80
Registered Nurse Step 1	GR200	33.08	68,806.40
Registered Nurse Step 2	GR200	34.73	72,238.40
Registered Nurse Step 3	GR200	36.47	75,857.60
Registered Nurse Step 4	GR200	38.29	79,643.20
Registered Nurse Step 5	GR200	40.21	83,636.80
Senior Account Clerk Step 1	GR122	21.06	43,804.80
Senior Account Clerk Step 2	GR122	22.11	45,988.80
Senior Account Clerk Step 3	GR122	23.21	48,276.80
Senior Account Clerk Step 4	GR122	24.38	50,710.40
Senior Account Clerk Step 5	GR122	25.59	53,227.20
Senior Agriculture Standards Inspector Step 1	GR206	34.59	71,947.20
Senior Agriculture Standards Inspector Step 2	GR206	36.32	75,545.60

Senior Agriculture Standards Inspector Step 3	GR206	38.14	79,331.20
Senior Agriculture Standards Inspector Step 4	GR206	40.05	83,304.00
Senior Agriculture Standards Inspector Step 5	GR206	42.05	87,464.00
Senior Development Services Technician Step 1	GR162	25.71	53,476.80
Senior Development Services Technician Step 2	GR162	26.99	56,139.20
Senior Development Services Technician Step 3	GR162	28.34	58,947.20
Senior Development Services Technician Step 4	GR162	29.76	61,900.80
Senior Development Services Technician Step 5	GR162	31.25	65,000.00
Senior Geographic Information Systems Specialist Step 1	GR255	39.99	83,179.20
Senior Geographic Information Systems Specialist Step 2	GR255	41.99	87,339.20
Senior Geographic Information Systems Specialist Step 3	GR255	44.09	91,707.20
Senior Geographic Information Systems Specialist Step 4	GR255	46.29	96,283.20
Senior Geographic Information Systems Specialist Step 5	GR255	48.61	101,108.80
Senior Legal Secretary Step 1	GR630	23.47	48,817.60
Senior Legal Secretary Step 2	GR630	24.64	51,251.20
Senior Legal Secretary Step 3	GR630	25.87	53,809.60
Senior Legal Secretary Step 4	GR630	27.17	56,513.60
Senior Legal Secretary Step 5	GR630	28.52	59,321.60
Senior Library Assistant Step 1	GR141	23.03	47,902.40
Senior Library Assistant Step 2	GR141	24.18	50,294.40
Senior Library Assistant Step 3	GR141	25.39	52,811.20
Senior Library Assistant Step 4	GR141	26.66	55,452.80
Senior Library Assistant Step 5	GR141	27.99	58,219.20
Senior Nutrition Cook/Supervisor Step 1	GR102	16.52	34,361.60
Senior Nutrition Cook/Supervisor Step 2	GR102	17.34	36,067.20
Senior Nutrition Cook/Supervisor Step 3	GR102	18.21	37,876.80
Senior Nutrition Cook/Supervisor Step 4	GR102	19.12	39,769.60
Senior Nutrition Cook/Supervisor Step 5	GR102	20.08	41,766.40
Senior Office Assistant Step 1	GR111	21.91	45,572.80
Senior Office Assistant Step 2	GR111	23.01	47,860.80
Senior Office Assistant Step 3	GR111	24.16	50,252.80
Senior Office Assistant Step 4	GR111	25.36	52,748.80
Senior Office Assistant Step 5	GR111	26.63	55,390.40
Senior Plant Operator Step 1	GR271	36.33	75,566.40
Senior Plant Operator Step 2	GR271	38.14	79,331.20
Senior Plant Operator Step 3	GR271	40.05	83,304.00
Senior Plant Operator Step 4	GR271	42.05	87,464.00
Senior Plant Operator Step 5	GR271	44.16	91,852.80
Services Support Assistant III Step 1	GR260	21.69	45,115.20
Services Support Assistant III Step 2	GR260	22.77	47,361.60
Services Support Assistant III Step 3	GR260	23.91	49,732.80
Services Support Assistant III Step 4	GR260	25.11	52,228.80
Services Support Assistant III Step 5	GR260	26.37	54,849.60
Sheriff's Dispatcher Step 1	GR152	24.45	50,856.00
Sheriff's Dispatcher Step 2	GR152	25.68	53,414.40
Sheriff's Dispatcher Step 3	GR152	26.96	56,076.80

Sheriff's Dispatcher Step 4	GR152	28.31	58,884.80
Sheriff's Dispatcher Step 5	GR152	29.73	61,838.40
Sheriff's Evidence Technician Step 1	GR142	23.03	47,902.40
Sheriff's Evidence Technician Step 2	GR142	24.18	50,294.40
Sheriff's Evidence Technician Step 3	GR142	25.39	52,811.20
Sheriff's Evidence Technician Step 4	GR142	26.66	55,452.80
Sheriff's Evidence Technician Step 5	GR142	28.00	58,240.00
Sheriff's Dispatch Supervisor Step 1	GR632	27.89	58,011.20
Sheriff's Dispatch Supervisor Step 2	GR632	29.28	60,902.40
Sheriff's Dispatch Supervisor Step 3	GR632	30.75	63,960.00
Sheriff's Dispatch Supervisor Step 4	GR632	32.28	67,142.40
Sheriff's Dispatch Supervisor Step 5	GR632	33.90	70,512.00
Social Service Aide Step 1	GR120	20.84	43,347.20
Social Service Aide Step 2	GR120	21.88	45,510.40
Social Service Aide Step 3	GR120	22.97	47,777.60
Social Service Aide Step 4	GR120	24.12	50,169.60
Social Service Aide Step 5	GR120	25.33	52,686.40
Social Worker I Step 1	GR827	25.07	52,145.60
Social Worker I Step 2	GR827	26.33	54,766.40
Social Worker I Step 3	GR827	27.64	57,491.20
Social Worker I Step 4	GR827	29.03	60,382.40
Social Worker I Step 5	GR827	30.48	63,398.40
Social Worker II Step 1	GR827	27.64	57,491.20
Social Worker II Step 2	GR827	29.02	60,361.60
Social Worker II Step 3	GR827	30.47	63,377.60
Social Worker II Step 4	GR827	31.99	66,539.20
Social Worker II Step 5	GR827	33.59	69,867.20
Social Worker III Step 1	GR192	30.54	63,523.20
Social Worker III Step 2	GR192	32.06	66,684.80
Social Worker III Step 3	GR192	33.67	70,033.60
Social Worker III Step 4	GR192	35.35	73,528.00
Social Worker III Step 5	GR192	37.12	77,209.60
Social Worker IV Step 1	GR204	34.42	71,593.60
Social Worker IV Step 2	GR204	36.14	75,171.20
Social Worker IV Step 3	GR204	37.95	78,936.00
Social Worker IV Step 4	GR204	39.85	82,888.00
Social Worker IV Step 5	GR204	41.84	87,027.20
Staff Development Coordinator Step 1	GR252	29.76	61,900.80
Staff Development Coordinator Step 2	GR252	31.24	64,979.20
Staff Development Coordinator Step 3	GR252	32.81	68,244.80
Staff Development Coordinator Step 4	GR252	34.45	71,656.00
Staff Development Coordinator Step 5	GR252	36.17	75,233.60
Staff Services Analyst I Step 1	GR828	27.76	57,740.80
Staff Services Analyst I Step 2	GR828	29.15	60,632.00
Staff Services Analyst I Step 3	GR828	30.61	63,668.80
Staff Services Analyst I Step 4	GR828	32.14	66,851.20

Staff Services Analyst I Step 5	GR828	33.74	70,179.20
Staff Services Analyst II Step 1	GR828	30.54	63,523.20
Staff Services Analyst II Step 2	GR828	32.06	66,684.80
Staff Services Analyst II Step 3	GR828	33.67	70,033.60
Staff Services Analyst II Step 4	GR828	35.35	73,528.00
Staff Services Analyst II Step 5	GR828	37.12	77,209.60
Substance Use Disorder Counselor I Step 1	GR804	23.03	47,902.40
Substance Use Disorder Counselor I Step 2	GR804	24.18	50,294.40
Substance Use Disorder Counselor I Step 3	GR804	25.39	52,811.20
Substance Use Disorder Counselor I Step 4	GR804	26.66	55,452.80
Substance Use Disorder Counselor I Step 5	GR804	27.99	58,219.20
Substance Use Disorder Counselor II Step 1	GR804	25.45	52,936.00
Substance Use Disorder Counselor II Step 2	GR804	26.72	55,577.60
Substance Use Disorder Counselor II Step 3	GR804	28.06	58,364.80
Substance Use Disorder Counselor II Step 4	GR804	29.46	61,276.80
Substance Use Disorder Counselor II Step 5	GR804	30.93	64,334.40
Supervising Custodian Step 1	GR125	21.06	43,804.80
Supervising Custodian Step 2	GR125	22.11	45,988.80
Supervising Custodian Step 3	GR125	23.21	48,276.80
Supervising Custodian Step 4	GR125	24.38	50,710.40
Supervising Custodian Step 5	GR125	25.59	53,227.20
Survey Technician Step 1	GR264	31.94	66,435.20
Survey Technician Step 2	GR264	33.53	69,742.40
Survey Technician Step 3	GR264	35.21	73,236.80
Survey Technician Step 4	GR264	36.97	76,897.60
Survey Technician Step 5	GR264	38.82	80,745.60
System Support Analyst Step 1	GR170	26.82	55,785.60
System Support Analyst Step 2	GR170	28.16	58,572.80
System Support Analyst Step 3	GR170	29.57	61,505.60
System Support Analyst Step 4	GR170	31.05	64,584.00
System Support Analyst Step 5	GR170	32.60	67,808.00
Transit System Bus Driver Step 1	GR137	22.80	47,424.00
Transit System Bus Driver Step 2	GR137	23.94	49,795.20
Transit System Bus Driver Step 3	GR137	25.14	52,291.20
Transit System Bus Driver Step 4	GR137	26.40	54,912.00
Transit System Bus Driver Step 5	GR137	27.72	57,657.60
Transportation Planner Step 1	GR269	35.12	73,049.60
Transportation Planner Step 2	GR269	36.87	76,689.60
Transportation Planner Step 3	GR269	38.72	80,537.60
Transportation Planner Step 4	GR269	40.65	84,552.00
Transportation Planner Step 5	GR269	42.69	88,795.20
Victim Witness Advocate Step 1	GR259	20.84	43,347.20
Victim Witness Advocate Step 2	GR259	21.88	45,510.40
Victim Witness Advocate Step 3	GR259	22.98	47,798.40
Victim Witness Advocate Step 4	GR259	24.12	50,169.60
Victim Witness Advocate Step 5	GR259	25.33	52,686.40

Wildfire Mitigation Coordinator Step 1	GR281	25.51	53,060.80
Wildfire Mitigation Coordinator Step 2	GR281	26.79	55,723.20
Wildfire Mitigation Coordinator Step 3	GR281	28.13	58,510.40
Wildfire Mitigation Coordinator Step 4	GR281	29.54	61,443.20
Wildfire Mitigation Coordinator Step 5	GR281	31.01	64,500.80

APPENDIX B

Alternate Work Schedules

1. **Assessor's Office**:
   a. 4/10 schedule for appraisers as approved by the Assessor from time-to-time.(1)
   b. 9/80 schedule for clerical staff for the months of January through November; during the month of December, the 9/80 schedule is suspended (08-317).

2. **Auditor's Office**: 9/80 flex schedule for Auditor's Office staff for ten (10) months each year, excluding the months of November and December (05-74).

3. **Child Support Services Office:** 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

4. **Fire Department**: 4/10 schedule for Fire Department office staff (13-295).

5. **Health and Human Services Agency :**
   a. 9/80 schedule for Registered Environmental Health Specialists (09-150).
   b. 4/10 schedule for Hazardous Material Specialist (09-370).
   c. 4/10 schedule for Secretary (later reclassified to Accounting Technician (17-76).
   d. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.(1)
   e. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   f. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   g. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   h. 4/10 schedule for Senior Office Assistant who works in the Coulterville office to provide office coverage for Mental Health and Alcohol and Drug group counseling (08-462).
   i. 4/10 schedule for Secretary in Health (later reclassified to Office Technician) (17-76).
   j. 4/10 schedule for Office Technician in Health (later reclassified to Executive Assistant) (17-20)

6. **Library:** 4/10 schedule for senior library staff only. (07-59)

7. **Planning and Building:** 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

8. **Probation:** 9/80 schedule as approved by the Chief Probation Officer (08-82).

9. **Public Works:**

Solid Waste	7:30 am -4:30 pm	TU-S	
Engineering	8:00 am - 4:30 pm	M-F	
Survey	7:00 am - 4:30 pm	M-F	9/80 Flex Friday
Fleet	8:00am - 4:30 pm	M-F	
Facilities and Recreation Services			
Recreation Supervisor			
Pool Season	7:00 am - 4:30 pm	M-F	9/80 Flex
Off Season	8:00 am - 4:30 pm	M-F	
Custodial Staff	5:30 pm - 2:00 am	M-F	
All Other Staff	7:00 am - 4:30 pm	M-F	9/80 (Split Flex)
Fiscal/Admin			
Executive Assist.	7:30 am - 5:00 pm	M-F	9/80 Flex
All Other Staff	8:00 am - 4:30 pm	M-F	
Utilities	7:00 am - 4:30 pm	M-F	9/80 Split Flex
4/10			
Roads			
Mar-Oct	7:00 am - 5:30 pm	M-TH	4/10 Flex
Nov - Feb	7:00 am - 4:30 pm	M-F	9/80 Split Flex

(1) With the exception of Solid Waste, Start/ Stop Times reflect a 30 minute lunch period. Employees desiring a longer lunch (up to 60 minutes per the MOU) may, with Division Manager's approval, arrange an earlier start or later stop time to accommodate a full workday.
(2) Roads Crews 4/10 schedule during warm weather or longer daylight months; 9/80 schedule during winter or shorter daylight months. The effective date of the warm weather and winter alternative work schedule shall be determined by the Department.
(3) Employees on 9/80 schedules will arrange appropriate start/stop times for the biweekly 8 hour day with their Division Manager.
(4) Maintenance Worker assigned to Pool Maintenance to start at 6:00 am -3:30 pm during pool season. (17-40)

10. **Sheriff/Coroner**:
a. 24-hour coverage provided by Sheriff's Dispatchers assigned in 3 shifts:
7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.
b. i) 5/8, 9/80, or 4/10 schedule for Office Technician and Administrative Assistant as approved by immediate supervisor and the department head.
ii) 5/8, 9/80, or 4/10 schedule for Animal Control employees as approved by immediate supervisor and the department head.
iii) 5/8, 9/80, or 4/10 schedule for Dispatchers as approved by immediate supervisor and the department head. (06-457)

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-415

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Adopt the Mariposa County Artificial Intelligence (AI) Policy

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RECOMMENDATION AND JUSTIFICATION

Adopt the Mariposa County Artificial Intelligence (AI) Policy.

Administration presents to the Board the Administrative Information and Technology, Artificial Intelligence Policy. The use of AI is growing rapidly across Mariposa County and the public sector as a whole, with increasing applications in data and text analysis, administrative processes, community engagement, Generative features, and so much more. Without clear direction, there is a risk of inconsistent use, potential misuse, and challenges related to privacy, security, equity, and public trust. Establishing an AI policy can proactively set expectations for responsible use, aligning AI adoption with County values and operational needs.

Staff is recommending this policy that aims to set standards that ensure AI use is safe, ethical, transparent, and effective, while supporting the use of AI to improve county staff efficiency and overall productivity. =

BACKGROUND AND HISTORY OF BOARD ACTIONS

No Board action has taken place in regards to any sort of Artificial Intelligence Policy

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Amend and Adopt; Provide direction to staff to amend pieces or all of the policy prior to approval.
Do not adopt; Staff will continue to use Artificial Intelligence with little to no direction or guidelines for its use.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Mariposa County AI Policy - Final**

VOTE RESULT

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

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

Administrative Information Technology Artificial Intelligence (AI) Policy

Approved by: Mariposa County

Approval Date:

Purpose

The purpose of this policy is to define the scope in which Artificial Intelligence (AI) may be utilized by Mariposa County employees and others performing work on behalf of the County. AI is an evolving technology and, while it may be used to perform a variety of functions and/or tasks, it is essential that this policy be followed to ensure compliance with existing laws, regulations, and policies related to data protection and proper usage.

Adverse Action

Failure to comply with this Policy manual may result in disciplinary action up to and including termination.

Scope

This policy applies to all Mariposa County departments, elected officials, employees, contingent workers, interns, and volunteers who develop, acquire, configure, manage, or use Artificial Intelligence (AI) tools, services, or systems on behalf of the County, whether on or off County premises. In addition to this policy specific to AI, all actions must also be in accordance with the Mariposa County Information and Security Policy.

Summary

AI presents users with an opportunity to work better, faster, and smarter. However, because the technology and the laws surrounding it are evolving and present unknown risks, its adoption comes with ethical considerations. Remember the following fundamental rules when using any AI technologies:

1. Never submit personal or confidential information to AI technologies.
2. Review, revise, test, and fact-check any output from AI technologies.
3. Be transparent when content is drafted using AI technologies.
4. AI should not be used as a decision-making tool; treat it like a Google search, gather information and insight, and make your own informed decision.
5. Return to this document often, as guidance on usage can change rapidly.

Consult with the County Technical Services Manager and County Counsel before implementing new AI technologies.

Maintenance

This Policy is subject to review at least annually by the Technical Services Manager, County Counsel, or Designee.

Definition

Artificial Intelligence (AI) — Artificial intelligence is the simulation of human intelligence processes by machines, especially computer systems that are used to perform tasks that could act and learn in such a way that could replace human intelligence. Examples Include:

- Predictive analytics (e.g., forecasting trends or resource needs)
- Natural language processing (e.g., chatbots, transcription tools, language translation)
- Computer vision (e.g., facial recognition, object detection, video analytics)
- Generative AI (e.g., creation of text, images, video, audio, or code)
- Autonomous systems (e.g., tools that initiate or complete actions without human input)
- Recommendation engines or scoring systems that influence services or resource allocation

Policy

Rolesand Responsibilities

County Information Technology Acceptable Use and Security Policy describes roles and responsibilities related to technology use and security, which are also relevant to this policy, but below are additional responsibilities related to artificial intelligence (AI).

Individual User Roles:

There can be risks in using this technology, including uncertainty about ownership of the AI-created content and security and privacy concerns with inputting proprietary or confidential information about an employee, client, operations, etc., when interacting with the AI technology. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, protected, misleading, or fabricated. User responsibilities below are in addition to those outlined in the County Information Technology Acceptable Use and Security Policy.

1. Fact-checking: All AI-generated content must be reviewed for accuracy by the user before any use of the content takes place.

2. Copyright, patent, or trademark infringement: If any AI-generated content is known to be or later discovered to be owned by others, then immediately cease using the content and report the discovery to County Counsel for review.

3. Confirm Security and Compliance Review: Ensure the AI you wish to use has been reviewed and approved by Technical Services and County Counsel. All AI technologies must be reviewed for security and compliance before they are implemented in order to ensure data protection, legal compliance, and adherence to County policies. This comprehensive due diligence process is designed to safeguard both the County's interests and users of AI technologies.

Limited Ethical Use

Due to the inherent risks of this new and evolving tool, and the need to comply with this policy and other County Administrative Policies, including but not limited to Mariposa County Information Technology Acceptable Use and Security Policy, use of AI technology while performing work for Mariposa County must be limited. For example, no County confidential, restricted, personal, proprietary, or protected data of any kind, including data that is not owned by the County, may be shared (copied, typed, interfaced, etc.) with these platforms without performing a due diligence and compliance review as described below, which includes a review by County Counsel, as it would be a violation of County Administrative Policy on Acceptable Use and Security. Depending on the information, it may violate state and/or federal law. This includes installing AI technologies on County-owned and managed systems. One of the key features of AI is its ability to memorize and learn from the information and data that is shared with it. When AI has access to County data, even self-contained AI technologies that run on County-owned and managed systems, it may share the sensitive data that was used to train it with others.

The use of transcription or other tools that have access to phone calls, video conferences, or other recorded conversations shall not be used without guidance from County Counsel. Use of these tools may violate attorney-client privilege, California State law regarding the recording of two-party conversations (which is a crime), or other regulations, such as the Health Insurance Portability and Accountability Act (HIPAA) or Criminal Justice Information Systems (CJIS). If these services are not used properly, then the individual using the technologies could violate the law, which could result in the individual being fined or imprisoned. For all of these reasons, these technologies are discouraged. In certain cases, they may be appropriate when implemented with guidance from County Counsel.

AI technology shall not be used for obtaining legal or other professional advice otherwise requiring licensure. AI technology shall not be used to create work product that requires a professional license or certificate e.g., legal, medical, engineering, surveying, etc. AI technology shall not be used as a replacement for required County Counsel review, or any review and certification by any other licensed professionals. Improper use of AI may constitute unlicensed practice of professional trades (e.g., unlicensed practice of law, unlicensed surveying, etc.), which

is a crime.

Bias and Discrimination

AI technologies may produce biased or discriminatory results, so AI shall not be used for any type of decision-making activities that may exclude options from otherwise being considered. Some activities that AI shall not be used for include, but are not limited to: reviewing, narrowing down, or selecting potential new employees, employees for promotions, proposals submitted by potential vendors responding to a request for proposals (RFP), decisions about health care, benefits, or any other type of activity that might exclude an option from otherwise being considered.

AI should only be used in a similar manner to a Google or Bing search, as part of an information gathering activity or to fine-tune verbiage for a letter, email, or other document, where the final decision on how to proceed is left up to a human being.

Follow all applicable laws, regulations, and County policies when using AI.

Transparency

While staff are not required to cite every instance of AI use, disclosure is necessary when AI plays a significant role in creating public-facing materials. The goal is to balance transparency with practicality and efficiency, ensuring the public is informed when AI substantially contributes to a final product.

No Disclosure Needed

- Internal materials such as emails, memos, or presentations.
- Public-facing materials where AI provided limited assistance, such as drafting support, formatting, grammar, or style improvements, but the content was fundamentally created by staff. This may include items such as press releases, reports, web content, social media posts, presentations, or artwork.

Disclosure Required

Disclosure is required for public-facing materials as outlined below. This may include items such as press releases, reports, web content, social media posts, presentations, or artwork.

- Public-facing materials where large portions of the final document or product were fully generated by AI.
- Public-facing materials where AI played a central role in shaping the analysis or overall structure of the document.
- Public-facing images that portray a fictional person in a manner that could reasonably be mistaken for a real individual.

How to Disclose

When disclosure is required, use one of the following formats as a template for citations:

- This document was prepared with the assistance of AI system.
- This document was generated with the assistance of an AI language model, OpenAI GPT- 4.5, 2025.

- This section was drafted with the assistance of an AI language model, OpenAI GPT- 4.5, 2025.
- This image was created using an AI system and does not depict a real person.

Staff Accountability

Regardless of disclosure, all AI-assisted work must be reviewed by County staff for accuracy before release. Staff remain fully responsible for the final product.

Acknowledgements

Some content presented in This policy are condensed from various sources highlighting baselines for responsible and reliable AI including, but not limited to, Industry AI principles by OpenAI, Microsoft, and Google in addition to NIST AI Risk Management Framework, NIST Special Publication 1270, Gartner, and materials generated by OpenAI ChatGPT that was Reviewed for accuracy.

RevisionHistory

Version	Date	Chapter/Section	Details
1.0	TBD	All	New Artificial Intelligence (AI) Policy created.

Mariposa County

Information Technology Artificial Intelligence (AI) Policy Acknowledgment

I acknowledge that I have received, have been given the opportunity to read, and will comply with the Mariposa County Administrative Information Technology Artificial Intelligence (AI) Policy. I understand that failure to comply with the Policy may result in disciplinary action up to and including termination of employment.

_____	_____
Print Name	Signature
_____	_____
	Date

Appendix A - Generative AI Do's and Don'ts Guidelines

The following Do's and Don'ts are specifically tailored to Generative AI tools, such as ChatGPT, but the overall concepts remain the same for all AI tools.

Do's

- Provide Clear Instructions: Begin your interaction with a clear and specific instruction to guide AI tool's response.
- Experiment with Prompts: If the initial response isn't what you're looking for, iterate by refining your prompts or instructions.
- Ask Open-ended Questions: Frame questions in a way that encourages detailed and informative responses, rather than simple yes/no answers.
- Review and Edit: Always personally review and edit the entire AI-generated content before using or sharing it to ensure accuracy and appropriateness.
- Use as a Creative Tool: Utilize reputable AI tools from providers such as Microsoft, OpenAI, and Google to brainstorm ideas, generate creative content, or explore new perspectives.
- Provide Context: When necessary, give context for your questions or prompts to help AI tools understand the context better.
- Learn from Responses: Engage in conversations with AI tools to learn new information or gain insights on various topics.
- Share Constructive Feedback: If AI tools provide inaccurate or inappropriate responses, provide feedback to help improve their performance.
- Use AI tools only on secure networks.
- Be aware that all prompts, dialogue, and posts become part of the AI's permanent memory and is NOT recorded anonymously.

Don'ts

- Don't Share Personal, Restricted or Confidential Information
- Don't Use for Any Decision-Making Purposes
- Don't Use for Harmful Purposes such as content that is offensive, abusive, or harmful to others.

- Don't Rely Blindly on Responses: While some AI tools can provide information, don't rely solely on their responses. Verify critical information from reliable internal and/or external sources such as County Counsel.
- Don't Use for Deceptive Practices: Do not use AI-generated content to deceive or mislead others. Clearly identify when content is generated by AI.
- Don't Engage in Extremist or Illegal Activities: Do not use AI tools to promote or engage in any illegal activities that expose you or the County to liability.
- Don't Expect Perfect Responses: Understand that AI tools might provide inaccurate, irrelevant, or nonsensical responses at times.
- Don't Violate Copyright protections or Plagiarize: Do not use AI to generate content that violates copyright laws or plagiarizes from other sources. It is common for AI tools such as Google Gemini to copy and paste content, including text, images, quotes, etc. from online resources, be sure the content you are distributing is your own.
- Don't Overlook Bias: Be aware of potential biases in AI-generated content and avoid using biased results. Don’t share ANY information that you wouldn’t want publicly posted and traceable back to you, including biased viewpoints.
- Don’t use AI in instances where the work in question is required to be performed by someone who has the requisite license or certificate, such as law, engineering, medical, etc.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Minutes of August 12th, 2025, Board of Supervisors Meeting

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RECOMMENDATION AND JUSTIFICATION

Approve the Minutes of August 12th, 2025, Board of Supervisors Meeting.

Supervisor Poe was not in attendance for the August 12th meeting; therefore, he should abstain from voting.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves its final minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; minutes will remain in draft status until approved by the Board or classified as a technical approval.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA081225 - DRAFT

VOTE RESULT

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

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
AUGUST 12, 2025

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

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

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge of allegiance.

C. Introductions

None.

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

Chair Smallcombe read the Consent Agenda Note. No public comment was received.

Supervisor Toso commented on CA.2, noting the event was a way off, but it would be here before they knew it. She noted it would be exciting to get the town closed to through traffic and welcomed ideas from the community.

In response to Supervisor Kiser, Shannon Hansen, Public Works and Transportation Director noted the county owned multiple hangers, and they were leased out. She added it had been normal practice and there were still hangers available for lease.

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In response to Supervisor Kiser, Walter Wall, County Counsel noted the county received personal injury claims, and between the number of claims and them being litigated by multiple levels of the court system, the county counsel office was not set up to always handle those types of litigation. He noted they went through a number of outside firms, and the firm in question was from Fresno. Counsel Wall noted they were hiring that specific firm to defend the county against one specific claim.

Kim Ballard/Public Health Deputy Director, in response to Chair Smallcombe, noted Public Works allowed them to contract with KPA for the new building in North County. She noted they would be helping with bidding services, construction and management of the whole project.

Kristine Keheley/Health and Human Services Agency Director, in response to Supervisor Kiser, noted the monitoring of air pollution was a fundamental arm of the Environmental Health Division. She noted the agreement was for the software that was used for the air monitors throughout the county. She noted they had some monitors in storage that were deployed for special events. Dr. Keheley noted they have used the information to address medical needs for their safe client list and the medically vulnerable in the area. She added that by monitoring the air they could ensure to get those residents what they need to provide them with cleaner air.

RESULT:	**Adopted**
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 IV Supervisor Kiser
EXCUSED:	District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Board of Supervisors**

Declare the 250th Birthday Celebration of the United States on July 4th, 2026, a County-Sponsored/Hosted Event; Authorize County Staff to Submit the Applications and/or Permits Necessary to Begin Planning Out the Event, with either the Public Works Director or County Administrative Officer as the Signators; Approve a Letter of Support to the California Department of Transportation (Cal Trans) for the County's Encroachment Permit for Day Closure of Highway 140 Through Town; and Authorize the Board Chair to Sign the Letter of Support (Supervisors Kiser and Toso)

CA3. **Clerk of the Board**

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

CA4. **Clerk of the Board**

DRAFT

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

CA5. **Clerk of the Board**

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

CA6. **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

CA7. **County Counsel**

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

CA8. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of Lindsay Burtle on the Mariposa County Commission on Aging, Effective Immediately

CA9. **Health and Human Services Agency**

Approve First Amendment to the Grant Agreement with Behavioral Health Services Oversight and Accountability Commission (BHSOAC) in an Amount Not to Exceed $2,500,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with the California Department of Health Care Services (DHCS) for Drug Medi-Cal Organized Delivery System (DMC-ODS); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve Task Order No. 9 with the KPA Group in an Amount Not to Exceed $260,840 for the Health and Human Services Agency North Campus Project for Construction Administration and Management Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA12. **Health and Human Services Agency**

Approve First Amendment with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health, Increasing the Amount by $28,320 for a New Amount Not to Exceed $228,320, for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Library**

DRAFT

Approve Acceptance of the Tangled Bank Studios, LLC Grant Award in an Amount of $500 to Participate in the Flight Path Spark of Science at My Library Program; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Recognize the Unanticipated Grant Funding ($500)(4/5ths Vote Required)

CA14. **Sheriff's Office**

Approve First Amendment with Axon, Increasing the Amount by $12,844, for a New Amount Not to Exceed $324,707.73, for Body Warn Cameras; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA15. **Air Pollution Control District (APCD)**

Approve an Agreement with Raman Kapahi Dba: Environmental Permitting Specialists in an Amount Not to Exceed $9,000 for Consultation and Environmental Permitting; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Air Pollution Control District (APCD)**

Approve an Agreement with ShipTracks LLC Dba: CARGA in an Amount Not to Exceed $1,800 for the Monitoring of Air Pollution; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Counsel Wall noted that the Friends of the Library had received their certificate from the IRS, declaring them to be in good standing. He noted there would be a book sale at the library that coming Friday.

Johnathon Farrington/Yosemite Tourism Board provided handouts to the Board. He noted it was an interesting year putting the booklet together. He noted there had been many changes to their economic situation, and a lot of work went into putting the plan together. He noted they focus on many different areas of marketing and the plan was always a work in progress. Mr. Farrington noted that the pilot program for the year was significantly more flexible regarding the reservation system in Yosemite. He thanked the park service staff and McPadden. He noted the booklet contained great data research from multiple sources. He added the data would continue to get stronger as they continued to input more into the systems. He noted the data gathered would provide visitation statistics that would provide a clear overview of Mariposa County. Mr. Farrington noted he had been working for 30 years to get this system together, and it was a huge and exciting thing for the Yosemite Tourism Bureau. He noted TOT seemed to be in a potion, but data showed visitation was down 11.4 percent year to date and there were fewer people on the street. He added that when looking at it from a retail and restaurant perspective, the lodging increase was due to higher rates being charged. He noted there was a list of things they were doing to try and offset those numbers. Mr. Farrington informed the Board Secretary Order 3434 was initiated to provide a seat at the table for gateways to provide input on decisions being made in the park, and he added he appreciated everyone involved in making that happen. In response to Supervisor Kiser, he noted the 11.4 percent drop in visitation, and to put

that in perspective with the number of rooms at Yosemite View Lodge, the percentage is less than the number of sleeping rooms just at that hotel. He noted the impact and results of those decreasing numbers had an effect on the restaurants and businesses. He noted if you look at 2019 and 2024, the drop in food service has gone from $104 million to $108 million annually, but everyone also needed to factor in inflation to those numbers. He noted they were doing what they could for those involved in the retail and restaurant businesses, noting international visitors spend a great deal more than others. In response to another question by Supervisor Kiser, Mr. Farrington noted he looked at the larger picture and worked across all borders and lines. He noted they did everything they could to attract visitors to town, adding they only had $20 million to use for marketing now, without the funding they had in the past. He noted they really looked at the importance of working with the Chamber of Commerce and the Visitor Center. He noted that they were in a situation where businesses have to be able to predict trends and know how to run effectively in order to succeed. He noted that there were programs available to help businesses refine their skills. In response to Supervisor Toso's questions regarding the decline in international travel, Mr. Farrington noted that California had a 9.2% drop in visitation overall. He noted many factors, including exchange rates, politics, and the media, were the biggest challenges. He noted they were committed to being the best source of information for those planning on visiting Yosemite National Park. In response to Chair Smallcombe, he noted that the GPS heat maps were used primarily by them for marketing. He noted those coming in for projects needed to be assured they could move forward and, with the Park Service sharing that information, they could actually measure the impact their marketing was having. Mr. Farrington noted it had been a long time since they had done an annual presentation and that it might be time to move forward with providing one.

Jermey Briese/Sheriff highlighted his team for their hard work and professionalism at such a high caliber, noting it was trickled down to the Board to ensure his department had adequate staffing. He noted their continued efforts to be open and transparent with the community put them all at a higher level. He noted Deputy Quinn graduated from the academy on Friday and would be starting his field training, along with being a part of the swearing-in taking place soon, adding it was a big achievement and accomplishment. He noted the structure fire from the night before that went into nearby vegetation and how well the communication between his team and partners worked. He noted everything happened in real time, and it was leaps and bounds from where they started. He noted Assembly Member David Tangipa called and offered his assistance, and everyone was working together really well. He noted it was a breath of fresh air not to be going against anyone. He noted National Night was a huge success. He noted they had representatives from the jail, animal control, dispatch and everyone was there working together. He highlighted the Sheriff's Foundation, noting the success of the Senior Brown Bag system. He informed the Board he would be "Inside the Office Live" this Thursday. Sheriff Briese noted that they hoped to schedule the annual report to come before the Board soon. He noted that they began the live streams a couple of years ago to allow the community to see what the Sheriff's Office was doing. He noted that it was their mission to disseminate information and demonstrate that they were not just sitting in a cop's car waiting for a call to come in, but they were doing a lot. He gave kudos to Christy Mitchell and the staff for the work they did, mentioning all the resources and services they provided for the county, which was the reasoning behind having such a safe community. Sheriff Briese provided some highlights that would be coming with the annual report, along with accomplishments that would be discussed, such as the new computer system. He noted the annual report would highlight not just the patrol side but also the master plan, safety equipment, and details of the different units. He noted they worked very hard to be very detailed so the person reading the report would have a true understanding of what they did within each division. Sheriff Briese concluded by saying he was very happy with the work they had done and once they got on the agenda for a presentation,

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he would go into more depth because the residents of Mariposa deserved to know what they were doing for their community.

Joe Lynch/ County Administrative Officer gave recognition to the county's response to disasters and emergencies like the one that had happened the previous night. He recalled the night the Oak Fire started when the sheriff called to inform him of what was happening, and he had received a similar call the night before. He noted that you never know what size of fire it will be, but the sheriff jumped into action to ensure safety was addressed. He noted when he got the call, the Sheriff was already on the way to the fire himself, and at the same time, the Public Information Officers were working on communications with the public regarding evacuations and shelters. Mr. Lynch noted that whether it was a 20-acre fire or 20,000 acres, the county went into action immediately. He noted that the coordination was seamless, and all departments knew their roles. Mr. Lynch added that many people continued working until they received notice that forward progress had been stopped. He noted the previous night just showed how well the county's response was, and that these were serious events. Mr. Lynch provided gratitude to the Public Works Department for their assistance as well.

Chair Smallcombe gave appreciation to the comments made, and how impressed she was, and appreciated what the county partners did. She challenged the citizens of the county to partake in the solution and make their properties safe. She noted that residents could contact the county and seek advice from those with fire safety knowledge to help make their properties safer.

Jacob Hawley/Visitor Center noted there were up to 10,800 visitors, and he would send the statistics to the Board members via email. He noted the interesting sizes of groups that vane through. He noted that 80% of the time people go to the Visitor Center by referral. Mr. Hawley noted the reservation system ended on Friday, and they would see if it changed anything. He noted that with the economy it had become really expensive to visit here, so things were taking a hit. He noted businesses were taking classes learning how to hang on, while others were getting second jobs to keep their businesses running. Mr. Hawley hoped everyone would enjoy the upcoming County Fair and offered his assistance to Supervisor Toso for the upcoming 250th Birthday Celebration.

G. Public Comment on Non-Agenda Items

Christian/Resident noted he owned a small drafting business in town and described his current family situation. He noted how hard it was to find places in town that were kid-friendly, and they tended to spend a lot of time visiting the playground at the County Park. He noted that during this time of year, however, it was very difficult to do. He appreciated the upgrades to the playground recently done but shared his disappointment that shade was not a part of those upgrades. He noted that he had been chatting with people who work for the county, and they mentioned that there may be opportunities to receive grants from the state to move forward with those types of improvements to the park. He noted there were many families in the area who would support such a motion to develop those upgrades. He noted the playground at the park in Planada and what a great job they had done to make it enjoyable for families in the summer months, including having their own splash parks. He noted he was finding himself driving 30 minutes out of town just to find somewhere enjoyable to take his family. He noted he believed it would help with Tourism and boost the downtown experience. He finalized by mentioning he would continue to push this topic even if it meant developing a petition.

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Shannon Hansen noted they had been in communication with HHSA to find grants to move forward with providing shade for the new playground structure.

Daniel Wilson/Resident noted he was there to mention two different topics. He noted that in September 2024, the home hospice healthcare had been suspended, and many residents had continued to step up and provide support. He noted the Mariposa Care Giver Support Group meets twice a month at the library. He also mentioned they did emotional support training and if anyone was interested, email mcg95338@gmail.com. Mr. Wilson also mentioned that the Mariposa Storytelling Group was collecting stories about the Mariposa County Fair. He noted participants would receive a copy of their recording and stories could be sent to theirstory25@gmail.com

Kim Tucker/Resident noted she was concerned about the lack of ADA improvements at Woodland County Park. She noted she had a bunch of grandkids who played soccer at the park and there were no accommodations for accessibility. She noted that she was astonished that, over the last 40 years, there had been little to no improvement, and perhaps a lawsuit would be necessary to bring about change.

H. Regular Agenda Items

1. **Board of Supervisors**

Receive a Presentation from the Superintendent of Yosemite National Park, Ray McPadden (Supervisor Kiser)

Interim Superintendent McPadden gave a PowerPoint presentation.

Public comment was received from Kim Tucker, who noted that after reviewing the numbers and listening to the presentation, she believed Mr. McPadden was absolutely right about the day-use by visitors coming from nearby communities. She recommended that the Park Service consider some of the goals of the general management plan, and to look at the facilities currently there, would be a very important step. She noted what could be done in Curry Village, especially to make it more marketable and welcoming all year round.

Jacob Hawley thanked the park service for bringing the Chamber to the table and working with them, and he hoped to keep their relationship going.

Mr. McPadden noted that plans were in motion for Curry Village through the Merced River Plan, but currently, the project was dealing with funding issues. He noted there were also plans to expand camping in the area. He noted the late announcement regarding reservations this year did not help tourism, and people did not have the clarity to plan their trips to the park. Mr. McPadden noted he wanted to ensure the decision on reservations would be provided to the public as quickly as possible next year. He noted getting the group together through the Gateway Charter would be the best way to discuss the effects of the reservation system. In response to Supervisor Kiser, he noted they used the 2.9 average visitors per vehicle because it was what they had always done for years. He noted that he was unaware whether those patterns had changed. Mr. McPadden noted the different options when it came to the reservation system in the future, whether it would be less restrictive or not having one at all, which would come with its own risks. He noted he believed consistency would be key. In response to Supervisor Toso, Mr. McPadden noted that local residents and those with certain zip codes are able to drive through the park to exit within a certain timeframe. In response to Supervisor Menetrey, he noted that the longest lines tended to be at the south

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entrance, while the second longest would be at the Hwy 120 entrance. He noted that reservations were made for individual vehicles, not the number of people traveling in each vehicle.

Supervisor Kiser gave appreciation for the presentation and noted it had been a pleasure to work with him. She noted that she would be reaching out to her constituent base to provide them with quality data on the need for a reservation system. She noted the tourism partners didn't want one, but as mentioned, it could be due to the lack of consistency. Supervisor Kiser noted that having the reservation in place even a year ahead would assist people when making their travel plans.

Chair Smallcombe noted the sense of security that came with the reservation system. She noted she had a few conversations with those in Fish Camp about the emergency response when traffic is backed up at the south entrance of Yosemite. Chair Smallcombe noted that what had happened at one entrance to the park also affected the others. She noted that public safety was her number one priority. She noted Mr. McPadden found out about the reservation system this year, only two hours before it was released to the public.

Supervisor Smallcombe noted her appreciation of Mr. McPadden, including the Yosemtie Gateway Partners in talks about future reservation systems.

RESULT: PRESENTATION HELD

2. **Board of Supervisors**

Receive a Presentation from Central Sierra Economic Development District (CSEDD)

10:38 AM Chair Smallcombe recessed the Board for a brief break and reconvened at **10:45 PM**

Alex Blum/Economic Development Manager, and Sophia Coffeman/Project Coordinator, gave a PowerPoint presentation. No public comment was received.

In response to Supervisor Toso, Ms. Coffman noted they were working to understand the landscaping for sustainable ag. She noted that they would be hosting a stakeholders' meeting with those involved to determine the unique needs of Mariposa County, adding that they wanted to move towards finding solutions. She noted they had reached out to nearby cattlemen's associations and farm bureaus.

RESULT: PRESENTATION HELD

3. **Public Works**

Receive a Presentation from Caltrans District 10 on Projects within Mariposa County

Shannon Hansen introduced Corey Casey/Acting Office Chief of Cal Trans, who gave a PowerPoint presentation.

Public comment was received by Marilyn Saunders/Resident, who expressed her appreciation for all the work and funds to make the road passable again, adding the rock shed was a great solution.

In response to Supervisor Kiser, Mr. Kasey noted the project was in its final phase, and the final package was fully funded. He noted the risks and the size of the project, but if they had gone with a bridge design, it would have been two miles long with the continued risk of rock falls. He noted the rocks from that slide would continue to fall, and that was why this option was the best to move forward with. Mr. Kasey noted the next presentation they did, he would include the process they went through to design the appearance of the rock shed.

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Supervisor Smallcombe noted that during a workshop with Mr. Kasey, one of the main tasks was to review each item and calculate its cost. She noted costs had gone up two to three times what they had been. She noted the costing effort for the project was a significant undertaking. Supervisor Smallcombe noted that the team assembled by CalTrans for the rock shed's appearance included representatives from the American Tribal Council, along with other Native American partners.

Johnathan Noel/Resident questioned Mr. Kasey about the work shifts that would be implemented during construction.

Mr. Casey in response to Mr. Noel noted it would be an aggressive schedule. He noted they would be working six days a week and ten-hour days, as they were only permitted to work through the day. He noted that the project would take five years to complete, and given the size of the workspace, they would only be able to fit a limited amount of manpower and equipment onsite at once.

In response to Supervisor Toso, he noted the rock shed is able to hold the weight of the entire 35 feet of slide, in addition to the impact of large boulders. He noted that a time-lapse video would be available for the public to view the project throughout its entirety. He noted they had hoped it would help keep people from traveling down there and trying to observe in person.

RESULT: PRESENTATION HELD

4. **Fire**

Waive the First Reading and Introduce an Ordinance titled "Mariposa County Fire Hazard Severity Zones" for addition in County Code Section 8.04 (Currently 'Reserved') Which Designates Very High Fire Hazard Severity Zone Maps Developed by the California Department of Forestry and Fire Protection ("CAL FIRE") for State Responsibility Areas Pursuant to Government Code 51179(a); Authorize Submission of the Ordinance and Associated Map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02; Find That The Ordinance Is Not Subject to The California Environmental Quality Act ("CEQA"); and Direct Staff to File a Notice of Exemption for the Project

Chair Smallcombe introduced the item.

Chris Bernard/County Fire Chief, noted that as a small fire department, they were dependent on grants, and having this ordinance would allow their department to have better access to available grants. He noted that over the last few years, they had been chasing grants for fuel reduction. Mr. Bernard noted that John Patten had been a big help in that process, and being able to further develop their grant applications would allow them to become a better fire department.

Public Comment was received from Johnathon Noel/Resident, who noted that Barbara Coan lived in his neighborhood and was a part of the Fire Safe Council, where she had acquired multiple grants for Lush Meadows. He noted that becoming a fire-safe area assisted with fire insurance. He noted that those who worked with Fire Wise could potentially reduce their homeowners' insurance. Mr. Noel noted that if you traveled through that area, you would see it looked like a park. He noted Barbera Kohn was excellent at getting grants, and her office was located in Bootjack. He then gave kudos to Mr. Bernard on a job well done.

Chair Smallcombe noted that each community should become Fire Wise, and the home hardening program had two initiatives underway. She noted it was the responsibility of the Board of Forestry to manage that list.

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Chair Smallcombe noted the California State Insurance Commissioner took into account Fire Wise recognition. She recommended that homeowners take into account that fire safety was everyone's problem.

Jermey Briese/Sheriff suggested they took the time to educate their constituents on what the Ordinance was and why it was created. He noted some concerns raised about areas being classified as fire danger zones and whether this would have negative impacts on people's fire insurance. He noted that as a representative of Mariposa County, he wanted to address those concerns to the Board for clarification. Sheriff Briese noted that more communication with the residents of the county about the ordinance would have been helpful.

Walter Wall/ County Counsel, noted that the Fire Marshal does not relay the maps to assist with setting insurance rates. He noted the ordinance was a requirement to get on the fire reduction list, adding that if they achieved that, it would bring in a lot more grants for fuel reduction to our county, and members could potentially enjoy some reductions in their insurance premiums.

Board discussion ensued.

RESULT:	**Adopted**
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 IV Supervisor Kiser
EXCUSED:	District II Supervisor Poe

5. **Board of Supervisors**

Waive the First Reading and Introduce an Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance" (Supervisor Menetrey)

Jeremey Briese/Sheriff gave the staff report.

Supervisor Menetrey provided background on the ordinance and noted some concerns over the cat portion but appreciated the work that had gone into the dog portion of the ordinance, and what the animal control officers could do in helping with those situations.

Sheriff Briese noted the ordinance had been reworked a few times, and as they went through the process and made amendments, they focused on issues that affected the immediate needs of animal control staff. He noted the amount of work put into the amendments but wanted to assure the public this was not done to create more laws but to amend the current law in place so it worked for our county. He noted that when things went wrong in our community, it ended up on the front page of the newspaper, so having clear ordinances and communication was what the need for this revision boiled down to. Mr. Briese noted that animal control investigated a potential crime, but they were not a shelter. He noted the proactive approach was to prevent future frustration from the public. Mr. Briese noted there were times when their hands were tied, and they could not respond the way they should. He noted the changes to the ordinance being made were good ones and not meant to be harsh. He noted the potential situations that the staff would benefit from regarding the updated ordinance, and that, in return, would improve the service for the community. In response to Supervisor Toso, Mr. Briese clarified that the spay and neuter requirement was for individuals adopting or fostering animals brought into the shelter, and it was written verbatim from State Law.

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Chair Smallcombe clarified that the ordinance would provide the tools animal control officers needed but did not currently have.

Public comment was received by Troy Ann Cummings/Resident, who gave her appreciation to the animal control staff and the spay and neuter requirements. She noted the animals needed to be helped and there needed to be community resources to allow that to happen. She noted the only clinic she was aware of was the Hope Clinic. She noted that punishing people for feeding stray animals seemed unfair, as there were no other resources for these animals. She noted that Colleen Rhodes addressed a wide range of concerns in her public comment, including overreach and grammatical errors.

Counsel Wall noted the grammatical errors could be fixed between the first and second reading of the ordinance.

Supervisor Kiser expressed her concerns about the ordinance and discussed potential solutions to address the issue of feeding feral cats in town, including voucher programs through the sheriff's foundation. She noted she wanted to move on with the multiple pet permit, adding it was not a bad idea, but she believed the target was off. She noted her concerns and pointed out that the people abusing animals would not be the ones to receive a permit for multiple animals, but rather those who followed the law, not those causing harm. Supervisor Kiser noted she wanted to be a part of the process and to reevaluate the target and the purpose of the ordinance.

Mr. Breise noted he did not create the laws, just enforced them. He noted they did not currently have the ability to enforce the laws they needed to when it came to the animal ordinance. He noted they were trying to amend and refine something to make it better. He noted that there would be individuals who came in and obtained their permit, and others who would not, but having the law in place allowed for more effective enforcement. He noted that if the situation with the feral cats at the post office were left alone, it would eventually create an infestation of strays. He added that having guidelines in place would help avoid such a situation. In response to Supervisor Toso, he noted that the multiple pet permits gave them more ability to enter a property. He said it was a little piece of a bigger puzzle. He noted when putting together an investigation, having a violation of an ordinance would help in building a stronger case. He noted it would be another tool in their toolkit, which included the ability to deal with vicious dogs.

Supervisor Menetrey noted the difference between the wording on the paper being read and what animal control actually had to deal with. He noted the amendments to this ordinance were to provide animal control with what they needed. He proposed that the ordinance be passed minus the feral cat language and the multiple pet portion, adding that they would rework the language with the sheriff. He noted he would like to move forward to provide animal control with what they needed.

Danielle Bondshi/ Clerk of the Board informed the board they could waive the first reading and strike what was needed from the ordinance and bring it back for the second reading for adoption.

Chair Smallcombe noted her history of dealing with a feral cat colony during her time in the Bay Area and the assistance they provided their neighborhood with spaying and neutering the feral cats. She noted the idea of having people donate to the Sheriff's Foundation and allowing people to request the funds be used towards the spaying and neutering of cats. She noted she did not have any problem with the concept of the ordinance because there were groups in our community, such as the Cat Nip Society, who assisted with the feral cat population. Chair Smallcombe noted she believed the ordinance could be a catalyst for a future spay and neuter program. She noted the multiple-pet policy was needed, adding what animal control had to deal with they did not see, so the ordinance provided them with the tools they needed to reduce animal cruelty and

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the trauma the officers had to deal with in the aftermath. Supervisor Smallcombe requested that everyone come together to assist with the cat colonies throughout town, offering up her own cat trap.

Sheriff Briese requested that the Board, if it wished to support feral cat colonies, create a plan on how to support the situation. He noted the calls they received in regard to those situations and just needed a clear view of how the Board planned to move forward in supporting programs for spaying and neutering.

Chair Smallcombe proposed they remove the ban on feeding feral cats, and then bring it back later with a plan on how they could work together to address those issues. She noted that coming together as a community would allow for progress on that section.

Counsel Wall noted the feral cat portion of the ordinance provided the means for the department to do something about them. He noted it was to ensure animal abuse was not being done. Counsel Wall noted that people who owned large packs of animals tended to be less likely to care for them, so the exemption for veterinary clinics and others who wanted large amounts of animals and to care for them correctly would end up protected under the new ordinance.

Kevin Briggs/ Assistant County Counsel noted the multiple pet permit portion of the ordinance referred to dogs. He noted that if an owner did not have a permit and something were to happen to those dogs, the department would be allowed to impound those animals. He emphasized that this is an important tool in the toolbox for the animal control office.

Board discussion ensued.

AMENDMENT: Approval was made with the amendment to remove Section B of 6.08.26.

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

I. Board Information

None.

J. URGENCY ITEM

Chair Smallcombe noted an urgency item, which she read out, needed to be added to the agenda under Government Code Section 54954.2 Section (3) (b) (2).

On motion by Supervisor Menetrey, seconded by Supervisor Toso, the Board approved, including an additional closed session item that came to the Board's attention after the agenda was published.

After the vote, Chair Smallcombe read both closed session items; no public comment was received on either.

12:52 PM Chair Smallcombe recessed the Board into closed session.

1. **Administration**

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CLOSED SESSION: Public Employee Employment: Title of Position to be Filled: District Attorney (Government Code Section 54957 (b) (1))

RESULT: CLOSED SESSION HELD

K. Closed Session

1. **Administration**

CLOSED SESSION: Public Employee Employment: Title: Agriculture Commissioner and Sealer of Weights and Measures (Government Code Section 54957 (b) (1))

RESULT: CLOSED SESSION HELD

Report Out

1:20 PM Chair Smallcombe reconvened the Board meeting and reported that for the Urgency Closed Session Item, the Board unanimously voted to appoint Walter Wall as the District Attorney. For the Closed Session on the AG Commissioner, the Board voted unanimously to re-appoint Monica Nielsen as the AG Commissioner.

L. Adjournment

1:22 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the Minutes of August 5th, 2025, Board of Supervisors Meeting

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RECOMMENDATION AND JUSTIFICATION

Approve the Minutes of August 5th, 2025, Board of Supervisors Meeting.

Supervisor Menetrey was not in attendance for the August 5th meeting; therefore, he should abstain from voting.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves its final minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; minutes will remain in draft status until approved by the Board or classified as a technical approval.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA080525 - DRAFT

VOTE RESULT

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

Mariposa County

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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
AUGUST 5, 2025

A. 9:01 AM Called to Order and Roll Call

9:01 AM Chair Smallcombe called the meeting to order and noted that Supervisor Menetrey is excused.

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe noted there would be a hard stop at 11:00 AM for a closed session. She noted CA. 11 had been pulled for a separate vote, and CA. 21 and CA. 22 had been withdrawn and will return on the August 19th agenda. She then read the consent note.

Public comment was received by Lisa Parker/Native Solutions, who thanked Supervisor Kiser and Toso for visiting the facility and touring. She then discussed the facilities and noted that it is a medically licensed facility.

Supervisor Smallcombe commented on CA. 4; she noted she is interested in understanding the amendments to this agreement.

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Joe Lynch/County Administrative Officer, in response to Chair Smallcombe noted that CSD put the County on notice, further stating that when one State Department does this, they share it with the rest of the State Departments. He noted this can be a significant issue. He noted things like LIHEAP, Cal Trans, and Public Health accreditation could all be jeopardized. He noted that Smith and Newall had agreed to the contract; if they completed it, CSD would remove the high-risk designation. He noted that if it does not get completed, we would be designated high risk permanently. In response to Mr. Lynch, Chair Smallcombe noted that all are very interested in assuring the County does what it needs to mitigate the risk of a high-risk designation and keep our relationships and reputation in good standing.

Supervisor Toso commented on CA. 6 through 10, noting she is happy to see fire prevention on the agenda.

Supervisor Poe commented on CA. 10, noting that the more he learns about Happy Goat, the more he loves their business. He noted they do a lot for this community and thanked them for all they are doing.

Supervisor Kiser commented on CA. 14, thanking Ms. Parker for the invitation and tour of her facilities. She commended her and her team for the work and services they are providing. She noted that having treatment centers is going to benefit local residents. She noted she looks forward to assisting individuals in getting back to living a fulfilling life.

Supervisor Poe commented on CA. 23, noting he had concerns with picking the cheapest of seven quotes. In response, Director Hansen noted that the price difference raised red flags. However, they are the most qualified bidder.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve One (1) Appraiser I/II and One (1) Assessment-Recording Clerk III Allocation in the Assessor/Recorder Budget, Effective August 1, 2025; Freeze One (1) Appraiser III and One (1) Assessment-Recording Clerk I/II Allocation, Effective August 1, 2025

CA3. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in June 2025 Pursuant to the County Budget Control and Fiscal Management Policy

CA4. **Administration**

Approve an Addendum to the Agreement with Smith and Newell in an Amount Not to Exceed $73,700 for the Completion of the Fiscal Year (FY) 23-24 Audit of Financial Statements and $78,120

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for the Completion of the Fiscal Year (FY) 24-25 Audit of Financial Statements; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Prior Year ($48,314); If Approved, Contingency will be Reduced to $67,508 (4/5ths Vote Required)

CA6. **Fire**

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Allred Fuel Break Phase One Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA7. **Fire**

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Defense Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA8. **Fire**

Approve a Letter of Support for Mariposa Fire Safe Council's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa Countywide Brush and Chip Program; and Authorize the Board of Supervisors Chair to Sign the Letter

CA9. **Fire**

Approve a Letter of Support for the County of Mariposa's Application to the CAL FIRE Wildfire Prevention Grant for the Mariposa County Roadside Vegetation Treatment Phase Two Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA10. **Fire**

Approve a Letter of Support for Happy Goat Inc.'s Application to the CAL FIRE Wildfire Prevention Grant for the Ponderosa Hoof and Foot Project; and Authorize the Board of Supervisors Chair to Sign the Letter

CA12. **Health and Human Services Agency**

Approve an Agreement with Transformations Counseling and Community Services in an Amount Not to Exceed $592,494 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Mountain Mental Health Increasing the Amount by $80,000 for a New Amount Not to Exceed $680,000 for Specialty Mental Health Counseling; and Authorize the Board of Supervisors Chair to Sign the Amendment

DRAFT

CA14. **Health and Human Services Agency**

Approve an Agreement with Native Solutions Family Guidance Center Dba: TRADE Recovery Center in an Amount Not to Exceed $115,351 for Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Central California Alliance for Health (CCAH) for Drug Medi-Cal Organized Delivery System (DMC-ODS) Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Health and Human Services Agency**

Approve First Amendment to the Memorandum of Understanding (MOU) with Central California Alliance for Health for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Health and Human Services Agency**

Approve Budget Action Increasing Client Treatment and Salary Appropriations and Decreasing Transfer Appropriations within the Health Department 401 Budget for Fiscal Year (FY) 24-25 to Pay Expenses Through Year End ($59,000)

CA18. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Merced County Community Action Board Dba: Merced County Community Action Agency in an Amount of $2,280 for Training; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **Health and Human Services Agency**

Approve an Agreement with Mariposa County Office of Education (MCOE) in an Amount Not to Exceed $573,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) Between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $1,071,145 for Jail-Based Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA23. **Public Works**

Approve an Agreement with Barth Roofing Company in an Amount Not to Exceed $71,800 for Roof Replacement at Mariposa County Government Center; and Authorize the Board Supervisors Chair to Sign the Agreement

CA24. **Public Works**

DRAFT

Approve Budget Action Transferring Funds from Public Works Facilities to Capital Improvement (CIP) Fund 5501 to Preserve the Costs of the Government Center Roof Project and the Midpines Well Project ($230,250) (4/5ths Vote Required)

CA25. **Sheriff's Office**

Approve an Agreement with the Stanislaus County Sheriff's Office Coroner's Division in an Amount Not to Exceed $150,000 for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA26. **Sheriff's Office**

Approve a Three-Year Agreement with Lexipol, LLC in an Amount of $85,493.77 for Law Enforcement and Corrections Policy Manual; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

CA11. **Fire**

Approve a Letter of Support for Mariposa County Resource Conservation District's (MCRCD) Application to the CAL FIRE Wildfire Prevention Grant for the Yosemite Mountain Ranch Fuels Reduction and Fuel Break Project and the Hunters Valley Prescribed Grazing Project; and Authorize the Board of Supervisors Chair to Sign the Letter

9:20 AM Supervisor Toso recused herself and exited the Chambers.

John Patton/Fire gave the staff report. No public comment.

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

CA21. **Public Works**

Approve the Submission of a Federal Aviation Administration (FAA) Grant Application for Airport Improvement Plan (AIP); Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel); and Approve Budget Action Transferring Funds to Appropriate the Airport Rehabilitation Fund Line ($316,500) (4/5th Vote Required)

RESULT: WITHDRAWN

CA22. **Public Works**

DRAFT

Approve the Submission of the Airport Infrastructure Grant (AIG) Application; and Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel)

RESULT: WITHDRAWN

F. Departmental Presentation

Shannon Hansen provided an update and noted that they would be filing for completion of the water tank installation projects due to fire hazards. She noted they were on budget, and this was an exciting conclusion to the project. She also noted where they stood regarding the Midpines Fire Station, which had also failed. Kudos were received from Supervisors Poe and Smallcombe.

Chris Bernard/Battalion Chief/Cal Fire/County Fire noted that Chief Pendarvis took a position in Madera. He noted that, although his term was short, he had achieved a great deal for Mariposa County. He noted they would be flying his position soon. In response, Mr. Lynch noted that the County is always involved in the interview panel. He noted Chief Pendarvis had done a fantastic job, but this move made the most sense for his family.

Kari Kisela/Chamber of Commerce noted they had a lot of events the previous week, noting National Night Out. She then discussed the TRADE recovery center, which was to be ribbon-cut that same evening. She then listed off a few other events taking place.

Steve Engfer/Planning Director, gave updates about the development code project, noting that the Planning Commission would be meeting on an upcoming Friday. He noted they would be looking at alternatives to different housing units. He then discussed other projects Planning has been working on.

Jeremy Briese/Sheriff noted that the Sheriff's Foundation had an updated website. It could be located at www.mariposacsf.org. He noted their focus is on supporting the Sheriff's Office staff. He discussed the various initiatives the foundation undertakes to support the community, including youth programs, fire assistance, mountain crisis services, and senior programs, among others. He noted this was a group that was just sitting and asking for money; they were out in the community doing a lot of good things. Sheriff Briese gave an update on the Marijuana Enforcement Team, noting they had executed a warrant in another county. He then noted they had four deputies who had almost completed their field training, and an additional three were in training. He stated they would do a ceremonial swearing-in of the Board Chambers of these new individuals. He then circled back to the foundation, noting that if an individual wanted to become a member, they could sign up. He then noted that there has been a rise in crime and street drugs, noting they would be exploring creating street crime drug teams so they can identify, investigate, and attack the problem. He noted that they would be partnering with Probation, as the goal is not just to get people out of trouble, but to take proactive measures to help individuals return to a normal and healthy lifestyle. He then noted the Sheriff's Office would be out at National Night Out.

Board discussion ensued regarding the Brown Bag program and the Sheriff's progress in locating an alternative to S.P.C.A.

G. Public Comment on Non-Agenda Items

No public comment received in the Chambers. See previous submittal.

DRAFT

1. **Clerk of the Board**

Public Comment on Non-Agenda Items Received

Recess Board of Supervisors

10:07 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

H. LOCAL TRANSPORTATION COMMISSION

10:08 AM Chair Toso called to order the Local Transportation Commission (LTC) meeting.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Approving the State of Good Repair (SGR) Project List for Fiscal Year (FY) 25-26

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. She noted the second paragraph had a correction. No public comment was received.

CORRECTION: 25/26

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

2. **Public Works**

Adopt a Resolution Allocating State of Good Repair (SGR) Funds for Fiscal Year (FY) 24-25

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

RESULT:	**Adopted**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

DRAFT

EXCUSED:	District V Supervisor Menetrey

Adjourn LTC

10:12 AM Chair Toso adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:12 AM Chair Smallcombe reconvened the Board meeting.

I. Regular Agenda Items

1. **Administration**

Adopt a Resolution of Intention to Lease Real Property APN 011-190-011 in the Hornitos Area for grazing

Robert Stark/Administrative Analyst, gave the staff report. No public comment was received.

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

2. **Administration**

Approve Amendments to the County Voluntary Time Off Program Policy

Robert Stark gave the staff report. Joe Lynch further clarified the changes. No public comment was received.

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

J. Closed Session

Chair Smallcombe read the items from the closed session. No public comment was received on any of the closed-session items.

Closed Session Item 4 was withdrawn and rescheduled to the August 19th, 2025, Board meeting.

10:22 AM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel**

DRAFT

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9): Cox v. County of Mariposa case no. 1-19-01105-AWI-BAM

RESULT: WITHDRAWN

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Mariposa County Managerial and Confidential Organization (MCMCO)

RESULT: WITHDRAWN

3. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Name of Case: Matatia Bass v. County of Mariposa Claim No 22-166855

RESULT: WITHDRAWN

4. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9; Number of cases to be discussed: 1

RESULT: WITHDRAWN

K. 2:00 PM COUNTY SERVICE AREA 1M (Don Pedro)

2:00 PM Chair Smallcombe called the meeting of County Service Area 1M (Don Pedro) to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Administration**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-Season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year (FY) 25-26

Robert Stark gave the staff report. No public comment was received.

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

DRAFT

Adjourn CSA 1M

2:05 PM Chair Smallcombe adjourned the meeting of CSA 1M.

Reconvene as Board of Supervisors

2:05 PM Chair Smallcombe reconvened the Board meeting.

Report Out

2:05 PM Chair Smallcombe reported out of closed session that the following took place:

- Closed Sessions one through three, Information was Received and Direction was Given.
- Closed Session four was withdrawn and will return on August 19th, 2025.

L. Board Information

Information Received.

M. Adjournment

2:10 PM Chair Smallcombe adjourned in memory of Russell Bockhop, Angel Ortiz, Fred Friedland, Kerstin Friedland, Mary Wyly, and William Long.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2025-1203

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** Waive the Second Reading and Adopt an Ordinance Titled Amending the Mariposa County Zoning Map to Change the Zoning on APN 004-010-012 from the General Forest and Mountain Home Zones to the Resort Commercial Pursuant to General Plan/Zoning Amendment Application No. Plan-DIS-2025-00023, APN 004-010-012, 7567 Hamilton Station Loop, Groveland, California 95321, Tim Miller, Applicant, Steve McCorkle, and Alexandra North, Owners

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Waive the Second Reading and Adopt an Ordinance Titled Amending the Mariposa County Zoning Map to Change the Zoning on APN 004-010-012 from the General Forest and Mountain Home Zones to the Resort Commercial Pursuant to General Plan/Zoning Amendment Application No. Plan-DIS-2025-00023, APN 004-010-012, 7567 Hamilton Station Loop, Groveland, California 95321, Tim Miller, Applicant, Steve McCorkle, and Alexandra North, Owners.

This ordinance is required in order to to change the zoning on APN 004-010-012 from the General Forest and Mountain Home zones to the Resort Commercial pursuant to General Plan/Zoning Amendment Application No. Plan-DIS-2025-00023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

General Plan Amendment No. 2012-025; Zoning Amendment No. 2011-192 and Conditional Use Permit No. 2011-193, as a Guest Ranch.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Continue the ordinance request which would delay the project; Denial would require staff to prepare findings for denial and return to the Board.

FINANCIAL IMPACT

None. No budget action is a part of this request. Also, project applicant is responsible for costs.

ATTACHMENTS

1. **Ordinance**
2. **2668 - Second Reading - GPZA Blackberry Inn**
3. **2668 - Map - GPZA BLACKBERRY ZC**

VOTE RESULT

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

(Note to be Codified)

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP BY CHANGING THE ZONING ON APN 004-010-012 FROM THE MOUNTAIN HOME AND GENERAL FOREST ZONES TO THE RESORT COMMERCIAL ZONE.

WHEREAS, an application for a General Plan/Zoning Amendment was received on the 19th day of March 2025 from Tim Miller to reclassify and rezone a 35.93-acre parcel located at 7567 Hamilton Station Loop, Groveland, CA 95321 (APN 004-010-012), within the Buck Meadows Special Planning Area; and

WHEREAS, the Planning Commission held a duly noticed public hearing on General Plan/Zoning Amendment Application No. Plan-DIS-2025-00023 on the 22nd day of August 2025; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on General Plan/Zoning Amendment Application No. Plan-DIS-2025-00023 on the 16th day of 2025 in accordance with State law and County Code; and

WHEREAS, approval of the General Plan/Zoning Amendment included a finding that the project is exempt from environmental review.

NOW THEREFORE BE IT ORDAINED, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, does hereby ordain as follows:

Section I: Amend the zoning designation of a 35.93-acre parcel (APN 004-010-012) from the Mountain Home and General Forest zones to the Resort Commercial Zone, as shown on the map in Exhibit 1.

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

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

PASSED AND ADOPTED on this 16th day of September, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

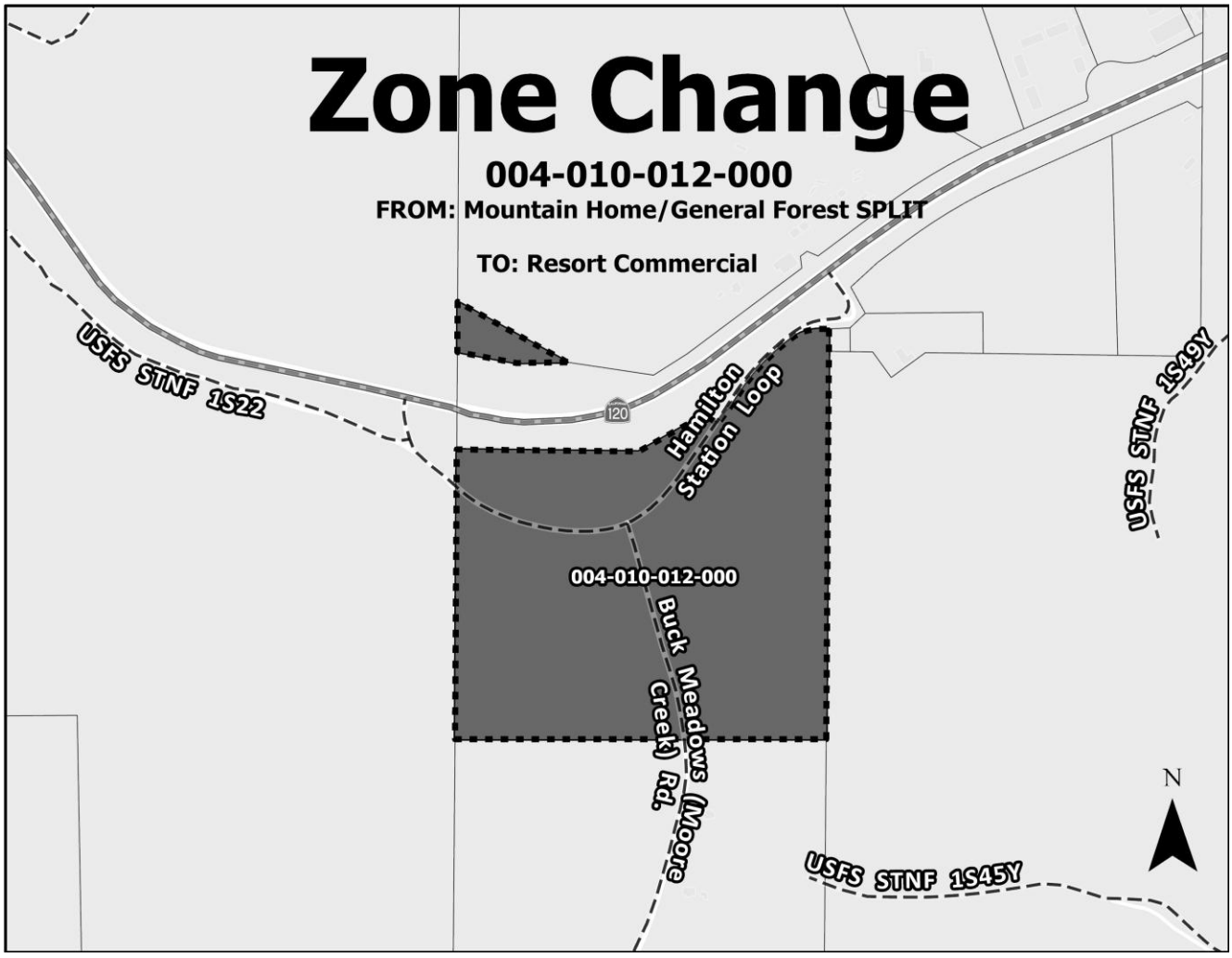
Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Kevin Briggs,
County Counsel

Exhibit 1


Zone Change
004-010-012-000
FROM: Mountain Home/General Forest SPLIT
TO: Resort Commercial
USFS STNF 1S22
120
Hamilton Station Loop
USFS STNF 1S49Y
004-010-012-000
Buck Meadows (Moore Creek) Rd.
N
USFS STNF 1S45Y

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP BY CHANGING THE ZONING ON APN 004-010-012 FROM THE MOUNTAIN HOME AND GENERAL FOREST ZONES TO THE RESORT COMMERCIAL ZONE

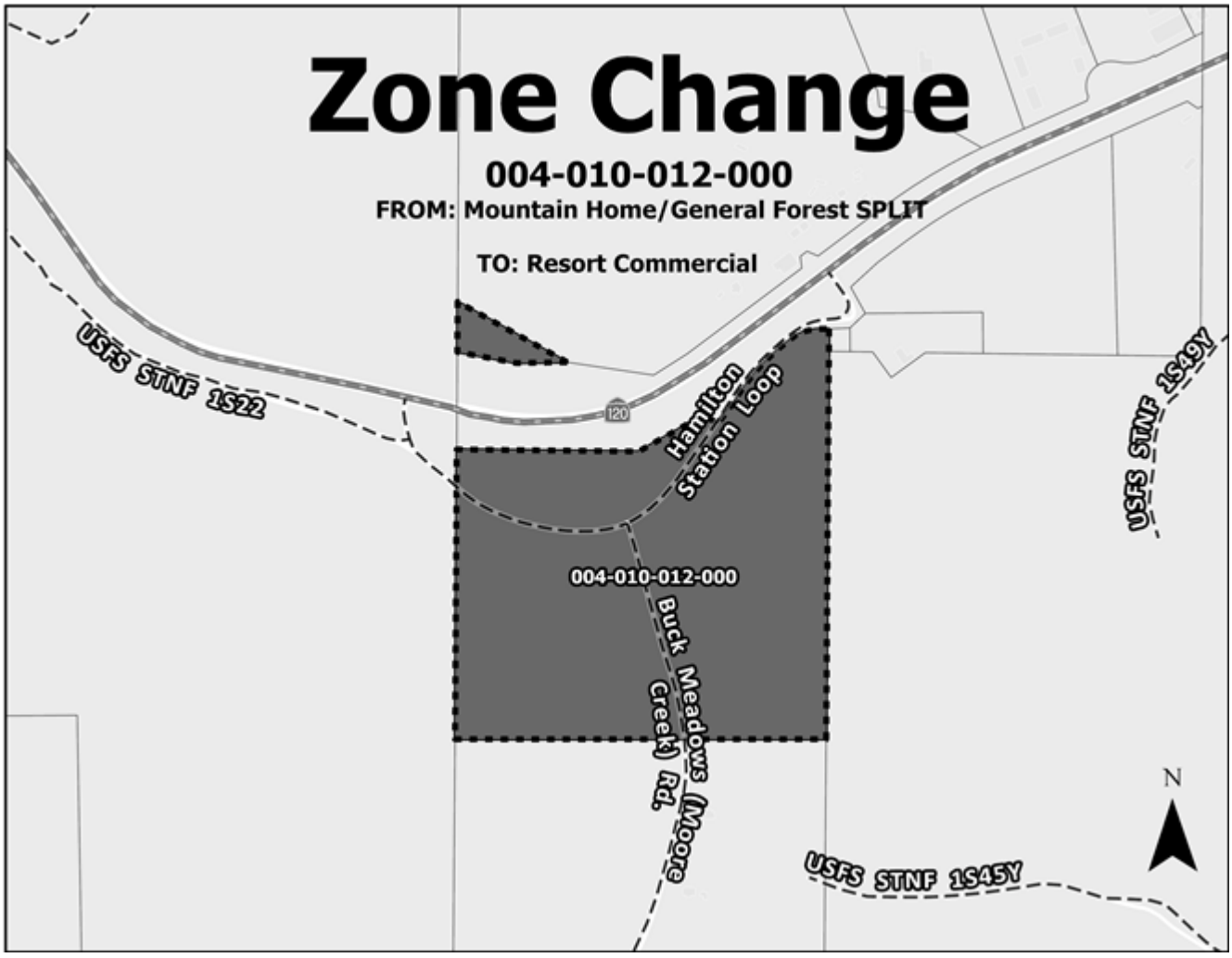
Notice is hereby given that on Tuesday, October 7, 2025, at 2:00 p.m**.** or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to amend the Mariposa County Zoning Map by changing the zoning on Assessor Parcel Number (APN) 004-010-012, 7567 Hamilton Station Loop, Groveland, CA 95321 from the Mountain Home and General Forest Zones to the Resort Commercial Zone.

SECTION I: Amend the zoning designation of a 35.93-acre (APN 004-010-012) from the Mountain Home and General Forest Zones to the Resort Commercial Zone as shown on the map.

The purpose and intent of zone map change is to apply the Resort Commercial Zone to the whole of the subject parcel as requested by General Plan/Zoning Amendment Application No. Plan-DIS-2025-00023. No new physical development or improvements are proposed or would be authorized by this zone change request.

A certified copy of the full map of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

DANIELLE BONDSHU
Clerk of the Board


Zone Change
004-010-012-000
FROM: Mountain Home/General Forest SPLIT
TO: Resort Commercial
USFS STNF 1S22
I20
Hamilton Station Loop
USFS STNF 1S49Y
004-010-012-000
Buck Meadows (Moore Creek) Rd.
N
USFS STNF 1S45Y

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-416

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING**: Adopt a Resolution Approving Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, Timber Exclusive Zone Application PLAN-DIS-2025-00011, Parcel Merger Application PLAN-DIS-2025-00009, and Lot Line Adjustment Application PLAN-DIS-2025-00008, 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

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Adopt a Resolution Approving Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, Timber Exclusive Zone Application PLAN-DIS-2025-00011, Parcel Merger Application PLAN-DIS-2025-00009, and Lot Line Adjustment Application PLAN-DIS-2025-00008, 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

Please see attached Staff Memorandum and Attachments for project details.

BACKGROUND AND HISTORY OF BOARD ACTIONS

February 14, 1978. Board Resolution No. 78-15 Approving the Ag Preserve for LCA Contract Number 18 applicable to the subject parcels.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Approve with amendments; Negative Action would delay the project applications.

FINANCIAL IMPACT

No Planning Department budget action is a part of this request and the application processing fees are the responsibility of the applicant. Due to this, no financial impact was identified.

ATTACHMENTS

1. **Board Memorandum**
2. **Attachment 1 - Resolution**
3. **Attachment 2 - Notice of Exemption**
4. **Attachment 3 - Vicinity Map**
5. **Attachment 4 - Vicinity Map - Zoning**
6. **Attachment 5 - Site Plan**

7. **Attachment 6 - AEZ Zone**
8. **Attachment 7 - TEZ Zone**
9. **Attachment 8 - LCA Cancellation State Law**
10. **Attachment 9 - LCA Policies from Res 10-150**
11. **Attachment 10 - Certificate of Tentative Cancellation Draft**
12. **Attachment 11 - Certificate of Cancellation**
13. **Attachment 12 - Timberland Declaration**
14. **Presentation PPT**

VOTE RESULT

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

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 742 . 1215 • FAX 209 . 742 . 5024

Steve Engfer, Director
Sengfer@maripsoacounty.org
Sarah Williams, Planner
swilliams@mariposacounty.org

MEMORANDUM

Date: October 7, 2025
To: Mariposa County Board of Supervisors
From: Steve Engfer, Director and Sarah Williams, Planner
Topic: Four Applications (Processed Concurrently)

1. Williamson Act/Land Conservation Act (LCA) Cancellation Application PLAN-DIS-2025-00010
2. Timber Exclusive Zone (TEZ) Application PLAN-DIS-2025-00011
3. Parcel Merger (PM) Application PLAN-DIS-2025-00009
4. Lot Line Adjustment (LLA) Application PLAN-DIS-2025-00008

Recommendation: The Agricultural Advisory Committee and Planning Commission Recommend the Board of Supervisors:

Adopt a Resolution Approving the Applications with Recommended Findings and Conditions, including an Environmental Determination

Waive the First Reading and Introduce an Ordinance Changing the Zoning on the Project Site from Agriculture Exclusive Zone (AEZ) to Timber Preserve Zone (TPZ)

Applicants: 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

SUMMARY

Mariposa Planning is requesting Board of Supervisors' review and action on four applications being processed concurrently:

1. The Williamson Act/Land Conservation Act (LCA) Cancellation Application proposes the immediate cancellation of a *portion* of Contract No. 18 for a 225.46± acre property (including 3 separate parcels) (subject property). The property is in Non-Renewal.

2. The Timber Exclusive Zone (TEZ) Application proposes the rezoning of the subject property from the Agriculture Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ).

   The cancellation and rezoning requests are based on recent and historic use of the property for timber production, and state law.

3. The Parcel Merger (PM) Application proposes to merge 2 of the 3 existing parcels within the subject property.

4. The Lot Line Adjustment (LLA) Application proposes to adjust the boundary between the 2 remaining parcels (following the parcel merger) to create approximately equal sized parcels.

   The merger and adjustment requests are to facilitate an equal acreage distribution of the subject property to two of the beneficiaries of The Walter Scott Family Trust.

AGRICULTURAL ADVISORY COMMITTEE (AAC) and PLANNING COMMISSION (PC) RECOMMENDED ACTION

The Mariposa County AAC and PC considered these applications at a joint meeting on June 6, 2025.

The main issue discussed by the AAC was the General Plan Goal and Policy in Chapter 10, the Agriculture Element, which reads:

Goal 10-2: Avoid loss of agriculture lands in the Agriculture/Working Landscape land use classification to maintain rural character.

Policy 10-2a: Agriculture lands should be retained.

Implementation Measure 10-2a(1): Areas of the General Plan classified as Agriculture/Working Landscape and proposed for reclassification to a Residential, Planning Area, or Natural Resource land use classification will be reviewed against the following criteria. No land within the Agriculture/Working Landscape land use classification shall be changed to a Residential, Planning Area or Natural Resource land use classification unless the Board of Supervisors adopts all of the following findings. These findings shall not apply to the processing of a General Plan Amendment application to transfer agriculture land within the Agriculture/Working Landscape land use designation for lands within another land use classification pursuant to General Plan Goal 10-2, Policy 10-2a, and Implementation Measure 10-2a(4), and pursuant to adopted criteria.

The AAC ultimately recommended project approval to the PC and Board of Supervisors, finding the project site is more appropriate for a timber production zone and program, than a commercial (grazing) agricultural zone and program and finding that timber production is an agricultural use (based on definitions contained in Mariposa County Code). The AAC

recognized that this project doesn't require a change in the General Plan Land Use; the site's General Plan Land Use will remain as Ag Working Landscape. The project will not result in a loss of ag lands.

The PC adopted Resolution No. 25-007 recommending project approval to the Board of Supervisors with findings and conditions, including an environmental determination.

BOARD OF SUPERVISORS – ACTION AUTHORITY

Based on County Code provisions for concurrent processing, the Board of Supervisors is the final action authority on all of the applications.

Staff notes there are many procedural steps required to complete the processing of these applications, including the involvement of the State's Department of Conservation (DOC). These steps are outlined at the end of this memorandum.

BACKGROUND INFORMATION

Project Parcels and Location

APN 009-190-011; 86.58± acres
APN 009-190-012; 118.88± acres
APN 009-190-013; 20± acres

Total acreage of project site is 225.46± acres.

Site is located at 6800 Jerseydale Road, Mariposa.

Existing and Proposed General Plan / Zoning Classifications

General Plan Land Use Classification: Ag-Working Landscape (AWL). No change to the General Plan Land Use Classification is proposed or required for this project. The General Plan identifies the Timber Exclusive Zone (TEZ) as a consistent zoning district with the purpose of the Ag-Working Landscape land use classification.

Existing Zoning: Agricultural Exclusive Zone (AEZ) (minimum parcel size for subdivisions 160 acres or legal quarter section).

Proposed Zoning: Timber Exclusive Zone (TEZ) (minimum parcel size for subdivisions 40 acres or a legal quarter-quarter section).

The project parcels are all legally established, non-conforming sized parcels pursuant to current General Plan and Zoning provisions.

Land Conservation (Williamson) Act

The Land Conservation Act or Williamson Act is a state law which was passed to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. Private landowners voluntarily restrict their land to agricultural uses under a 20-year rolling term contract with Mariposa County. In return, restricted parcels are assessed for property tax purposes at a significantly reduced rate, rather than at their potential market value. Because the contracts are "rolling terms", there are always 20 years remaining in a contract (unless the contract is non-renewed). Local jurisdictions must adopt their own rules to implement the Williamson Act program.

Mariposa County Land Conservation Act (LCA) Contract

The properties are under Mariposa County LCA Contract 18, established in 1978, together with properties in the Hornitos area owned by Scotts. A Notice of Non-Renewal was filed for just the subject property in 2017 (not on Hornitos portion), effective January 1, 2018. The contract on the subject property will expire on December 31, 2036. See Property History section below, for more detailed information.

The current LCA Rules establish significant restrictions for parcels which are smaller than 40 acres, as well as for parcels which are not currently used for commercial agricultural production.

The current LCA Rules establish requirements for Biennial Reporting by property owners of contracted lands, to ensure continued compliance with the contract. The most recent biennial report for the subject property for the 2023-2024 reporting period identified severe fencing damage due to the Oak Fire, which destroyed fencing. Until fencing is replaced, the property is unable to be used for commercial agriculture (grazing).

Alternative Use - Timber Exclusive Zone (TEZ)

The applicants' Petition for LCA Cancellation is made so that the subject property can be assessed and used for timber production, including the growing and harvesting of timber and compatible uses instead of for grazing. The project site has historically been used for timber production. As a result of this project, the zoning for the project site is proposed to be changed from the Agriculture Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ). The TEZ will restrict use of the site to growing and harvesting of timber and compatible uses. Similar to the LCA program, the TEZ program provides for reduced taxes to property owners participating in the program. The TEZ program is established by state law.

Pursuant to CA Government Code §51110(b), "A TPZ is a 10-year restriction on the use of land, and will replace the use of agricultural preserves (Williamson Act contracts) on timberland. Land use under a TPZ will be restricted to growing and harvesting timber, and to compatible uses approved by the county…In return, taxation of timberland under a TPZ will be based only on such restrictions in use."

Pursuant to state law, the parcel shall meet the timber stocking standards as set forth in Section 4561 of the Public Resources Code and the forest practice rules adopted by the

State Board of Forestry and Fire Protection for the district in which the parcel is located, or the owner shall sign an agreement with the board to meet those stocking standards and forest practice rules by the fifth anniversary of the signing of the agreement.

A "Notice of Timberland Production Zone Status" shall be recorded for each proposed parcel (proposed by lot line adjustment), upon successful completion of the rezoning process.

No change in General Plan land use is requested or required for this proposal.

Proposed Modification of Parcels

The parcel merger application will merge APN 009-190-012 and APN 009-190-013, resulting in one parcel of 118.88± acres (proposed Parcel B on project map).

Following the merger, the lot line adjustment application will adjust the boundary between APN 009-190-011 (Parcel A on project map) and the merged parcel, resulting in two parcels of 113.35± acres and 112.11± acres.

Parcel A: Existing: 86.58 +/- acres, **Proposed: 113.35 +/- acres**.

Parcel B: Existing (following merger): 138.88 +/- acres, **Proposed: 112.11 +/- acres**.

Existing Development / Access

APN 009-190-012 has 2 cabins, a shed, 3 barns, a mobile home, and a well.

APN 009-190-011 has a carport and a shop.

APN 009-190-013 is undeveloped.

According to the most recently submitted biennial report (for 2023-2024), there is one residence occupied on the project site.

All improvements will be located on proposed Parcel B as a result of the merger and adjustment. The project will improve setbacks of existing development to property lines, as the existing property line bisecting the current development area will be eliminated.

All parcels are accessed from Jerseydale Road / USFS Road 5S24. Proposed Parcel B will be located on the north side of Jerseydale Road, while proposed Parcel A will be on both sides of USFS Road 5S24. Access to existing residences will not be impacted by the adjustment.

CA Department of Conservation

The CA Department of Conservation is a State Agency which performs primarily educational and resource functions to the local agencies (cities and counties) which are empowered to interpret and implement the California Land Conservation Act in their jurisdictions. However, with cancellations, the Department of Conservation has a direct review responsibility. State law establishes notice requirements to the Department of Conservation for petitions for cancellation.

PROPERTY HISTORY

The following information is relevant regarding the properties involved with this request:

1978 (March 1): The County of Mariposa and Walter R. Scott, Ray R. Scott and Virginia C. Scott entered into Williamson Act or Land Conservation Act Contract No. 18 (one contract), for two separate properties managed together:

- one portion is in **Hornitos area** and used for winter/spring grazing (1,318.72 acres), and
- the other portion is in **Jerseydale area** and used for summer/fall grazing (227.5 acres) (subject property of the current four applications).

Notes: It is not unusual for cattle ranchers in the County to move their cattle between fields, using higher elevation meadow pastures for summer/fall grazing and lower elevation pastures for winter/spring grazing.

Mariposa County's **current** LCA Rules would not allow for discontiguous properties to go into one contract, as was done in 1978 for Contract No. 18. Today, each separate property would have to "stand on its own" to be eligible for a LCA contract. Each property would have a separate contract.

2004 (June 21): County of Mariposa recorded 3 Certificates of Compliance for Jerseydale area property (at request of property owner, pursuant to Certificate of Compliance Application No. 2004-095). Results in three APNs 009-190-011/012/013 (subject property of the current four applications).

A Certificate of Compliance is the County's recognition of a parcel as legally established, prior to the effective date of subdivision regulations. Property owners often file for Certificates of Compliance to give flexibility for use and sale of properties, including for estate planning purposes.

2018 (January 1): Notice of Non-Renewal (NNR) for a portion of Contract No. 18 (Jerseydale area) is in effect (automatic renewal does not occur for portion of contract), starting 19 year "wind-down" period for this portion of contract. The NNR was filed at the request of the property owner.

That portion of Contract No. 18 in the Hornitos area remains in full effect (was NOT a part of the non-renewal) and is used for cattle grazing.

REGULATORY HISTORY (State and Local)

1965: State of California established **the Williamson Act** (Land Conservation Act) – a law that provides **relief of property tax** to owners of farmland in exchange for long term commitment to commercial agricultural use of property.

1976 (September 1): California Government Code, Section 51110 (the Z'bert-Warren-Keene-Collier Forest Taxation Reform Act of 1976) (now known as the California Timberland Productivity Act of 1982). Requires that, "on or before September 1, 1976, the assessor shall assemble a list of all parcels, regardless of size, which as of the lien date in 1976, were assessed for growing and harvesting timber as the highest and best use of the land, including all such parcels or portions thereof under agricultural preserve contracts."

1977 (August 30): County of Mariposa adopted Ordinance 464, establishing a "**Timberland Preserve Zone**" or TPZ in County Code. Pursuant to Ordinance 464, the purpose of the TPZ is to be an exclusive zone for the growing and harvesting of timber and for those uses which are an integral part of a timber management operation. **The TPZ is to replace the use of Williamson Act Contracts on timberland to provide a tax structure conducive to timber management operations (CA Government Code §51110).** Land use restrictions are for a ten (10) year period.

1977 (October 18): County of Mariposa adopted Resolution No. 77-157, implementing the California Land Conservation Act of 1965 (Williamson Act) in Mariposa County. Resolution established County policies for the program, including twenty (20) year rolling contracts.

1978 (February 28): County of Mariposa adopted Resolution No. 78-27, implementing the guidelines for a Timber Preserve Zone (implementing AB 1258). Board identified twenty eight (28) parcels owned by thirteen (13) property owners for the Timber Preserve Zone.

1988 (March 8): County of Mariposa adopted Ordinance 704, replacing the previous Timber Preserve Zone, with the Timber Exclusive Zone. All rules, policies and provisions of the previous TPZs were effective for the TEZ.

2010 (March 23): County of Mariposa adopted Resolution No. 10-150, approving updated Rules of Procedure to Implement the California Land Conservation Act of 1965. Rules require biennial compliance reporting.

KEY DATE CONCLUSIONS:

1. The Williamson Act was in effect, in California, before the Z'bert-Warren-Keene-Collier Forest Taxation Reform Act.

2. The Z'bert-Warren-Keene-Collier Forest Taxation Reform Act was intended to establish a tax relief program for forested lands (the Timber Preserve Zone or TPZ), and to replace use of the Williamson Act program for forested property.

3. There was a time period, immediately after the effective date of the Z'bert-Warren-Keene-Collier Forest Taxation Reform Act, when the County of Mariposa could (and did) identify properties to go into the Timber Preserve Zone. This was the time period during which the County could have converted Williamson Act contracted lands to a TPZ, without a significant review process.

   The Jerseydale area portion of the Scott's Contract No. 18 could have been identified by Mariposa County for the TPZ in 1978, based on its elevation (3,730 feet to 4,180 feet) and vegetation type (black oak, ponderosa pine, sugar pine, incense cedar, etc.)

4. Mariposa County Resolution No. 78-27 (identifying lands in Mariposa County for inclusion in the TPZ) was adopted one day prior to the recording of Contract No. 18, for the Scotts.

PROJECT REQUEST

The property owners are interested in essentially "converting" the Jerseydale area portion of their Land Conservation Act Contract No. 18 to a Timber Exclusive Zone (TEZ).

1. The applicant is requesting an immediate Williamson Act (LCA) Contract cancellation for the 227.50± acres in Jerseydale, to be immediately followed by putting the property into a Timber Exclusive Zone (TEZ).

   The basis for submitting the TEZ application is to address the required findings to immediately cancel a Williamson Act Contract. It is staff's position:

   - that the replacement "program" (TEZ) is more appropriate for this acreage;
   - that the replacement "program" (TEZ) will provide a long-term resource protection for the acreage;
   - that the replacement "program" (TEZ) will ensure the use of the property remains for resource protection / use related activities; and
   - the replacement "program" (TEZ) will not result in a loss of ag lands in Mariposa County.

   Required findings for LCA Contract Cancellation have to be made pursuant to CA Government Code §51282(a)(1).

2. Pursuant to Mariposa County Code, Section 17.40.010, "The Agriculture Exclusive Zone (AEZ) as designated on the Mariposa County Land Use Map, is applied to land considered to be most desirable for agriculture use. The purpose is to preserve the agricultural industry of Mariposa County as a viable economic activity."

3. Pursuant to Mariposa County Code, Section 17.44.010, "The Timber Exculsive Zone (TEZ) is a timber preserve zone for the growing and harvesting of timber for those uses which are an integral part of a timber management operation. Land use under a TEZ shall be restricted for a minimum of ten (10) years to growing and harvesting timber, and to compatible uses approved by the county."

4. Pursuant to State law, CA Government Code §51282.5, the County and State's penalty fees for immediate LCA cancellations is not required, because the project site area will immediately be put into a TEZ. Staff notes that significant penalties (and findings) are established for immediate cancellations to discourage immediate cancellations.

5. All requirements of the TEZ must be met to complete the rezoning process.

6. The CA Department of Conservation (DOC) is involved in reviewing the application (petition) for LCA cancellation. Their support of the request to immediately cancel the contract is required.

   Staff notes that DOC was contacted in 2018, and they supported the request at that time. The DOC was contacted based on the substantial investment (including

application preparation and fees) made to pursue the request, as well as the fact that the request is unusual.

The DOC has not responded to two requests for comments from Planning regarding this proposal.

7. CA Government Code §51282.5 states, "The owner of any land which has been zoned as a timberland production pursuant to Section 51112 or Section 51113, and that zoning has been recorded as provided in Section 51117, may petition the board…for cancellation of any contract as to all or part of the land. Upon petition, the board… *shall approve* the cancellation of the contract…" *(emphasis added).*

8. CA Government Code §51282.5 states, "The provisions of Section 51283 shall not apply to any cancellation under this section, and *no cancellation fee shall be imposed..*." *(emphasis added).*

FINDINGS REQUIRED BY STATE LAW

Pursuant to state law, the Board of Supervisors may grant tentative approval for cancellations of a contract only if it makes ONE of the following primary findings:

1) That the cancelation is consistent with the purposes of "this chapter" (Williamson Act)

   OR

2) That the cancellation is in the public interest.

Based upon the specifics of this proposal, and based upon input from the Department of Conservation in 2018, staff has prepared findings that the cancellation is consistent with the Williamson Act (option 1 above).

PROCEDURAL REQUIREMENTS / STEPS

Step 1: Landowner submits request or petition for cancellation of any contract or any part of the contracted land, together with alternative use for cancellation area.

Completed

Step 2: Staff mails a notice to the Director of the Department of Conservation regarding the petition for cancellation. The notice includes a copy of the petition, a copy of the contract, a general description of the land to be cancelled, and the deadline for submitting comments. The commenting deadline shall be no less than 30 days prior to the Board of Supervisors' public hearing date scheduled for action on the petition.

Completed

Step 3: Staff schedules and notices public meetings / hearings on the cancellation. In addition to the standard public hearing notice required by County Code, state law requires mailed notice to every owner of Williamson Act contracted land within one mile of the exterior boundary of the land upon which the contract is proposed to be cancelled.

Notice completed for AAC and PC joint meeting/public hearing, as well as for BOS meeting/public hearing.

Step 4: Agricultural Advisory Committee review of applications. Recommendation (motion/second/action) to Planning Commission and Board of Supervisors.

Completed

Step 5: Planning Commission review of applications at noticed public hearing; consideration of Agricultural Advisory Committee recommendation. Recommendation (Resolution) to Board of Supervisors.

Completed

Step 6 (multiple actions): Board of Supervisors review of applications at noticed public hearing; consideration of Agricultural Advisory Committee and Planning Commission recommendations; consideration of Department of Conservation comments (if received).

Current step

State law requires a mailed notice of the Board's public hearing and a copy the petition for cancellation to be mailed to the Director of the Department of Conservation at least 10 working days prior to the Board's hearing. A one-time newspaper notice of public hearing is also required by state law.

Completed

Board of Supervisors' Action by Resolution with Findings (pursuant to State Law, County Code and County policy), including environmental determination:

a. Tentatively approving LCA Cancellation, directing staff to record "Certificate of Tentative Cancellation" with County Recorder (pursuant to CA Government Code §51283.4(a), establishing conditions to be met prior to final cancellation (conditions listed on the recorded "Certificate of Tentative Cancellation"), and directing the Chair of the Board to sign the "Certificate of Cancellation of Contract" upon compliance with all conditions and cause it to be recorded,

b. Approving Rezoning Application,

c. Requiring the owner to sign an agreement with the board to meet the stocking standards and forest practice rules for the Timber Exclusive Zone by the fifth anniversary of the signing of the agreement,

d. Approving Parcel Merger and Lot Line adjustment with procedural requirements,

Board of Supervisors' Action by Ordinance with Findings (pursuant to County Code):

a. Waiving first reading and introducing ordinance amending zoning on subject property from the Agriculture Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ).

Current step

Step 7: Within 30 days of tentative approval of LCA Cancellation, staff publishes a Notice of Decision, including the date, time and place of the public hearing, a general explanation of the decision, the findings made pursuant to state law, and a general description in text or by diagram of the land under contract, as a display advertisement of at least one-eighth page in the in at least one newspaper of general circulation in the county.

Future step

Step 8: Within 30 days of tentative approval of LCA Cancellation, staff delivers a copy of the public notice of decision to the Director of the Department of Conservation (described in step 8 above).

Future step

Step 9: Prior to completing the rezoning process (Step 11), the owner signs an agreement with the board to meet the stocking standards set forth in section 4561 of the Public Resources Code and the forest practice rules adopted by the California State Board of Forestry for the Timber Exclusive zone by the fifth anniversary of the signing of the agreement. The agreement shall specify that, failure to meet such stocking standards and forest practice rules within the 5-year time period provides the board with grounds for rezoning of the parcel pursuant to §51121 of the Government Code.

Format for and content of the agreement shall be approved by County Counsel.

The agreement shall be recorded and binding upon future owners.

Step 10: Pursuant to Condition No. 4, a timber management plan shall be presented to and approved by the Mariposa County planning commission, prior to completing the TEZ rezoning process (Step 11). This plan shall be prepared by a registered professional forester.

Future step, scheduled for the Planning Commission meeting on October 24, 2025.

The applicants have submitted a document entitled NTMP (Non-Industrial Timber Management Plan) 4-96NTMP-001-Mariposa for the required timber management plan in Condition No. 4. This document was prepared by Kirby D. Molen, Registered Professional Forester #2313 in 1996 for the Scott Family. According to Forester Molen, a NTMP ensures the land produces commercial timber into perpetuity without the need to file a Timber Harvest Plan (THP) every time a commercial timber harvest is planned. This document is attached to the packet.

According to Forester Molen, the goal of a NTMP is to balance harvest of timber with growth of timber, so the land can produce a timber crop, essentially forever. Part of the approval of the NTMP by CalFire was to produce timber growth modeling that shows the growth and harvest will balance. The modeling used for timber growth estimates was a software program that met the approval of the California Department of Forestry. Measurements were taken on 273 plots throughout the ownership to determine the baseline volume per acre measured in MBF or Thousand Board Feet.

The NTMP was approved by the California Department of Forestry and Fire Protection (CalFire) on August 26, 1996 and is still a current and valid document.

Step 11: Board of Supervisor's action on Rezoning Application (future step):

a. Waiving second reading and adopting ordinance amending zoning on subject property from the Agriculture Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ). Ordinance effective 30 days from action.

Future step

Step 12: Landowner meets any conditions listed in the "Certificate of Tentative Cancellation" and notifies Board of Supervisors (staff) that all conditions have been met.

Landowner meets any procedural conditions for completion of the Parcel Merger and Lot Line Adjustment.

Future step

Step 13: Within 30 days of notification from landowner that conditions have been met, and upon confirmation of condition compliance, and upon finalization of the rezoning process, the Board of Supervisors shall execute and record a "Certificate of Cancellation of Contract" [pursuant to CA Government Code §51283.4(b)]. Direction to the Chair of the Board for this action is included in the resolution (described in Step 6 above), as another public hearing is not required by state law for this action. Upon staff determination that all conditions have been met, the Chair of the Board will be authorized to execute the "Certificate of Cancellation of Contract" and staff will be authorized to record the document.

Future step

Step 14: The Board of Supervisors sends a copy of the recorded "Certificate of Cancellation of Contract" to the Department of Conservation.

Future step

Step 15: Upon determining that all procedural conditions for completion of the Parcel Merger and Lot Line Adjustment are complete, staff records a "Declaration of Waiver and Merger" for the merged parcel (resulting from parcel merger), and "Certificates of Compliance" for the two adjusted parcels (resulting from lot line adjustment).

Future step

Following Step 15, all processing shall be completed.

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 2025-__ **A Resolution Approving Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, Timber Exclusive Zone Application PLAN-DIS-2025-00011, Parcel Merger Application PLAN-DIS-2025-00009, and Lot Line Adjustment Application PLAN-DIS-2025-00008; 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.**

WHEREAS, an application for a Williamson Act/Land Conservation Act (LCA) Cancellation proposing immediate cancellation of a 225.46± acre portion of Contract No. 18 was received from the Successor Co-Trustees of the Walter Scott Family Trust for property located at 6800 Jerseydale Road, Mariposa CA, Mariposa County, also known as Assessor Parcel Numbers (APNs) 009-190-011, 009-190-012 and 009-190-013 (subject property); and

WHEREAS, an application for a Timber Exclusive Zone (Zoning Amendment from the Agriculture Exclusive Zone to the Timber Exclusive Zone) was also submitted for the subject property, as the proposed "Alterative Use" following LCA cancellation; and

WHEREAS, applications for a Parcel Merger and a Lot Line Adjustment were also submitted, proposing parcels of 113.35± and 112.11± acres, to facilitate an equal acreage distribution of the subject property to two of the beneficiaries of the Trust; and

WHEREAS, the Planning Department circulated the applications among trustee and responsible agencies, and others as appropriate; and

WHEREAS, a Staff Memorandum was prepared for the project; and

WHEREAS, a Notice of Exemption was prepared for the project pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, a duly noticed public meeting of the Agricultural Advisory Committee was held on the 6th day of June, 2025 (joint meeting with the Planning Commission) and the committee recommended Planning Commission and Board of Supervisors' approval of the project with findings; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled on the 6th day of June 2025 (joint meeting with Agricultural Advisory Committee); and

WHEREAS, the Planning Commission did hold a public hearing on noticed date and considered the Agricultural Advisory Committee's discussion and recommendation, all of the information in the public record, including the Staff Report Memorandum, the Notice of Exemption, the draft resolution including project findings, testimony presented by the public concerning the application, and the comments of the applicant; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered the Agricultural Advisory Committee's recommendation, the Planning Commission's recommendation, all of the information in the public record, including the Staff Report Memorandum, the Notice of Exemption, the draft resolution including project findings, testimony presented by the public concerning the application, comments from the Department of Conservation, and the comments of the applicant.

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors of the County of Mariposa does hereby take the following actions on the project:

1. Tentatively approving Williamson Act/Land Conservation Act (LCA) Cancellation Application PLAN-DIS-2025-00010,

2. Directing staff to record a "Certificate of Tentative Cancellation" with the County Recorder (pursuant to CA Government Code §51283.4(a),

3. Establishing conditions to be met prior to final cancellation (conditions to be listed on the recorded "Certificate of Tentative Cancellation"),

4. Directing the Chair of the Board of Supervisors to sign the "Certificate of Cancellation of Contract" upon compliance with all conditions and cause it to be recorded,

5. Approving Timber Exclusive Zone (TEZ) Application PLAN-DIS-2025-00011,

6. Approving Parcel Merger (PM) Application PLAN-DIS-2025-00009, and

7. Approving Lot Line Adjustment (LLA) Application PLAN-DIS-2025-00008.

The Board of Supervisor's action includes findings, including an environmental determination, and conditions.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions established in Exhibit 2.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 7th day of October 2025 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

EXHIBIT 1
PROJECT FINDINGS

For LCA Cancellation / TEZ:

1. The tentatively approved project is Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, an immediate cancellation of a 225.46± acre portion of Contract No. 18. The proposed alternative use of the subject property is for timberland production, pursuant to a Timber Exclusive Zone (or TEZ). The TEZ will restrict land use on the subject property to growing and harvesting of timber, and compatible uses. The Timber Exclusive zoning will protect timber resources and ensure the land is managed for forest production. The Timber Exclusive zoning will ensure that the land is preserved as timberland. The Timber Exclusive zoning will discourage premature and unnecessary conversion to urban uses. Based on the proposed alternative use of the subject property, and pursuant to CA Government Code §51282(a)(1), it is found that the cancellation is consistent with the purposes of the Land Conservation Act (Williamson Act).

2. State law provisions for the Land Conservation Act (Williamson Act) were established in 1965, prior to state law provisions for Timberland Production in 1976. In fact, many timbered lands in the state were in Williamson Act Contracts prior to 1976. Consequently, cancellation provisions established by the Land Conservation Act (Williamson Act), CA Government Code §51282.5 specifically provide for a property owner to petition the Board of Supervisors for immediate cancellation of a contract (or portion of contract) when that land has been zoned for timberland production. These state law provisions state that the Board "shall approve the cancellation of the contract" and that "no cancellation fee shall be imposed". Shall is interpreted as mandatory.

3. Based on the project site's location, elevation and vegetation type, a Timber Exclusive zone is more appropriate for the property than a Williamson Act contract.

   The County's Agricultural Advisory Committee has determined that the property is more appropriate for a timber production zone and program than a commercial (grazing) agricultural zone and program, and finding that timber production is an agricultural use (based on definitions contained in Mariposa County Code).

For Environmental Determination (CEQA):

4. The immediate cancellation of a portion of the Land Conservation Act (Williamson Act) contract for the subject property and the approved alternative use of the property for timberland production (Timber Exclusive Zone) is exempt from the

California Environmental Quality Act (CEQA) pursuant to the General Rule of Common-sense Exemption provided by CEQA Guidelines, §15061(b)(3). It can be seen with certainty that the project has no potential for resulting in any effects on the environment, including significant effects. The project site is currently protected from conversion to urban uses and subdivision development by a Land Conservation Act (Williamson Act) contract. Following cancellation, the project will be protected from conversion to urban uses and subdivision development by a Timber Exclusive zone. Both long-term resource protection programs severely limit land use and development on project sites. Both long-term resource protection programs require resource production uses (agricultural or timber) on-site.

The proposed parcel merger and lot line adjustment applications are categorically exempt from CEQA review pursuant to CEQA Guidelines, §15305. The projects involve minor land use limitations and don't result in changes to land use or density or create new parcels. The project will result in a reduction in the number of developable parcels on the project site and will eliminate non-conforming sized parcels.

For Parcel Merger / Lot Line Adjustment:

5. The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the County's General Plan as a whole and will not obstruct the achievement of the Plan's purpose. This finding is made in accordance with Section 5.3.01 of the Mariposa County General Plan, Section 16.04.020 of the County Subdivision Ordinance, and Section 17.12 of the Mariposa County Zoning Ordinance.

6. The parcel merger, upon compliance with the required conditions, will comply with all standards of the Subdivision Map Act and the County Subdivision Ordinance.

7. A declaration of waiver and merger of APNs 009-190-012 and 009-190-013 extinguishing any underlying historic parcels shall be recorded in accordance with Section 16.12.420 of the Subdivision Ordinance.

8. The lot line adjustment involves two existing adjacent parcels. The adjustment results in an exchange of property between the two parcels and a greater number of parcels than originally existed is not being created (this finding is made in accordance with the provisions of §66412(d) of the State Subdivision Map Act. The project, upon compliance with the required conditions, complies with all standards of the Subdivision Map Act and Title 16 of the County Subdivision Ordinance).

9. The lot line adjustment involves two (2) parcels. Both parcels in their existing and proposed configurations are conforming with the parcel size and density requirements contained in the Timber Exclusive Zone, Title 17; this finding is made in accordance with the provisions of §17.108.040 of the Mariposa County Zoning Ordinance.

EXHIBIT 2
PROJECT CONDITIONS

For LCA Cancellation / TEZ:

1. Two copies of a legal description suitable for recording shall be submitted to staff by the applicant. The legal description shall include the entire project site area and shall be utilized for the following recorded documents: the "Certificate of Tentative Cancellation" and the "Certificate of Cancellation of Contract". A land surveyor or other qualified individual must provide the County Surveyor with a typed, stamped and signed legal description of the entire project site area.

   Two copies of a map suitable for recording shall be submitted to staff by the applicant. The map shall include the entire project site area and shall be utilized

2. The "Certificate of Tentative Cancellation" shall be recorded following the Board of Supervisors' action to tentatively approve the Land Conservation Act (Williamson Act) cancellation petition and following receipt of the legal descriptions approved by the County Surveyor.

3. The (final) "Certificate of Cancellation of Contract" shall not be recorded until the rezoning process to TEZ has been successfully completed and is fully effective. The effective date of the rezoning is 30 days following waiver of second reading and adoption of ordinance.

4. Pursuant to Mariposa County Code, each of the two proposed parcels shall have a minimum of ten thousand (10,000) board feet per acre, or meet the minimum timber stocking standards of the state within five (5) years.

   A timber management plan shall be presented to and approved by the Mariposa County planning commission, prior to completing the TEZ rezoning process. This plan shall be prepared by a registered professional forester.

   The parcel shall currently meet the timber stocking standards as set forth in section 4561 of the Public Resources Code and the forest practice rules adopted by the California State Board of Forestry for the zone in which the parcel is located; or, the owner must sign an agreement with the board to meet such stocking standards and forest practice rules by the fifth (5th) anniversary of the signing of such agreement. The agreement shall specify that, failure to meet such stocking standards and forest practice rules within the 5-year time period provides the board with grounds for rezoning of the parcel pursuant to §51121 of the Government Code.

5. A "Notice of Timberland Production Zone Status" for each of the two proposed parcels (proposed by the project Lot Line Adjustment) shall be recorded following completion of the rezoning process. Legal descriptions (suitable for recording) of each of the proposed two parcels, as well as a map of each of the proposed two parcels (suitable for recording) shall be submitted to staff by the applicant.

For CEQA Determination:

6. *Optional:* Filing of a Notice of Exemption. The County Clerk's Office requires a fee of $50.00 for the filing of the Notice of Exemption for the project. If the applicant chooses to file a Notice of Exemption, cash or a money order made payable to the Mariposa County Clerk's Office shall be submitted to Planning for that amount (County Clerk will not accept personal checks for this fee) within five (5) days of the date of approval action. The filing of a Notice of Exemption reduces the statute of limitations for a legal challenge of the environmental determination from 180 days to 35 days.

For Parcel Merger / Lot Line Adjustment:

7. *Timing:* Completion of the Parcel Merger and Lot Line Adjustment shall not occur until the rezoning process to TEZ has been fully completed, and the "Certificate of Cancellation of Contract" has been recorded.

8. *Parcel Boundary Description for Merged Parcels:* A land surveyor or other qualified individual must provide the County Surveyor with a typed, stamped and signed legal description of the area of the two parcels proposed to be merged. A "Declaration of Waiver and Merger" shall be prepared by the staff using the County Surveyor-approved legal description, shall be executed by the applicants, and shall be recorded by staff at the Mariposa County Recorder's Office.

9. *Amended Parcel Boundary Descriptions for Lot Line Adjustment*: A land surveyor or other qualified individual must provide the County Surveyor with typed, stamped and signed legal descriptions describing the amended parcels (descriptions of the two proposed parcels, following the lot line adjustment).

10. *Legal Description Requirements:* The County Surveyor requires that copies of all documents referred to in the legal descriptions and copies of the lot closure computations (including error or closure, ratio of precision and acreage) be supplied with copies of the descriptions to validate the content of the descriptions. The County Surveyor will not accept area summary calculations.

11. *Review of Legal Descriptions*: If satisfactory, the County Surveyor will approve the legal descriptions (identified in Conditions No. 8 and 9 above) and forward them to

Mariposa Planning. Review fees will be charged directly to the applicant from the County Surveyor (Public Works) for review time.

12. *Payment of Taxes*: A Verification of Taxes Paid Form allowing recordation of a Certificate of Compliance shall be submitted to Mariposa Planning by the applicant. Taxes on the subject parcels must be paid in advance for the tax year before the Assessor can map the change and assign new Assessor Parcel Numbers. The Tax Collectors' Office can be contacted directly [(209) 966-2621] for more information and the amount needed to pay. The Verification of Taxes Paid Form allowing recordation of Certificates of Compliance for each adjusted parcel shall be sent to Mariposa Planning. The Assessor/Recorder will not allow recordation of the Certificates of Compliance without this form.

13. *Preparation of Certificates of Compliance:* Mariposa Planning will prepare a Certificate of Compliance for each adjusted parcel involved in the lot line adjustment, when the procedural requirements established above are met. Following preparation of the documents, Mariposa Planning will determine the required recording fees for the documents and notify the applicant of the required fees. The Recorders fee charge is $14.00 for the first page and $3.00 for each additional page for each "Certificate of Compliance" and the "Declaration of Wavier and Merger". There is an additional $75 fee per recorded document due to SB 2. The number of pages varies with the recorded documents, and that is why the recording fee cannot be determined until this step in the process.

14. *Payment of Recording Fees:* The applicant shall submit a check (made payable to the Mariposa County Recorder) based upon the recording fees determined in condition 13 above.

15. *Updated Parcel Map Guarantee:* An updated Parcel Map Guarantee shall be submitted to Planning by the applicant within 30 days of the date recordation of documents is scheduled.

16. *Recordation of Documents:* Mariposa Planning will record the Declaration of Waiver and Merger and the Certificates of Compliance. This step completes the Parcel Merger and Lot Line Adjustment. The Certificates of Compliance confirms that the parcels were created legally and are eligible for development permits. A copy of the final recorded documents will be mailed to the applicant a few weeks following the recordation.

17. *Fees:* Prior to finalizing the parcel merger and lot line adjustment, all fees associated with the County's processing of the applications and filing of associated documents shall be paid.

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County**
Planning Department
P.O. Box 2039
Mariposa, CA 95338

Project Title: Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010
Timber Exclusive Zone Application PLAN-DIS-2025-00011
Parcel Merger Application PLAN-DIS-2025-00009
Lot Line Adjustment Application PLAN-DIS-2025-00008

Project Location: The properties are located at 6800 Jerseydale Road, Mariposa

Description Of Project: Cancellation of a portion of LCA Contract No. 18.
Rezoning of project site from the Agriculture Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ).
Merger of 2 of 3 existing parcels.
Adjustment of boundary between resulting 2 parcels to create approximately equal acreage parcels.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Persons Carrying Out Project: 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

Exempt Status:

Common Sense Exemption, §15061(b)(3), CEQA Guidelines

Categorical Exemption, Class 5; Section 15305(a) Minor Alterations in Land Use Limitations, CEQA Guidelines

Reason Why Project Is Exempt:

The immediate cancellation of a portion of the Land Conservation Act (Williamson Act) contract for the subject property and the approved alternative use of the property for timberland production (Timber Exclusive Zone) is exempt from the California Environmental Quality Act (CEQA) pursuant to a common-sense exemption provided by CEQA Guidelines, §15061(b)(3). It can be seen with certainty that the project has no potential for resulting in any effects on the environment, including significant effects. The project site is currently protected from conversion to urban uses and subdivision development by a Land Conservation Act (Williamson Act) contract. Following

cancellation, the project will be protected from conversion to urban uses and subdivision development by a Timber Exclusive zone. Both long-term resource protection programs severely limit land use and development on project sites. Both long-term resource protection programs require resource production uses (agricultural or timber) on-site.

The parcel merger and lot line adjustment will not result in any changes in land use or increased density, or the creation of a new parcel. The project will result in a reduction in the number of developable parcels on the project site and will eliminate non-conforming sized parcels.

Lead Agency Contact Person: Steve Engfer

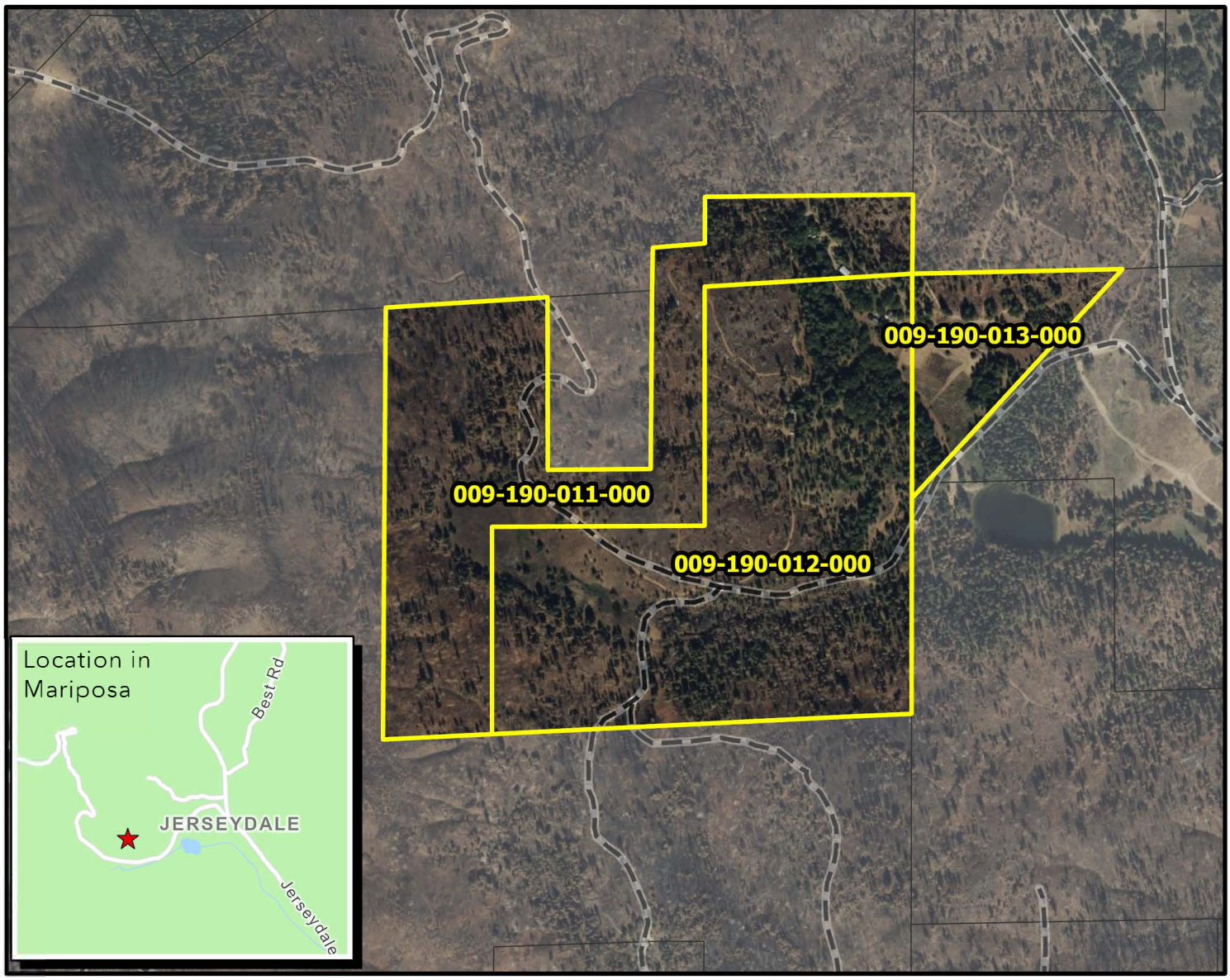
Phone Number: (209) 966-5151

Mariposa County, Planning Department

_____ _____

Steve Engfer, Planning Director Date

Mariposa County Planning Department
Project Vicinity Map



PROJECT TYPES: PARCEL MERGER 2025-DIS-00009, LCA CANCELLATION 2025-DIS-00010, ZONE CHANGE 2025-DIS-00011, LOT LINE ADJUSTMENT 2025-DIS-00008

APPLICANT: SUCCESSOR CO-TRUSTEES OF THE WALTER SCOTT FAMILY TRUST

APN: 009-190-011-000, 009-190-012-000, 009-190-013-000

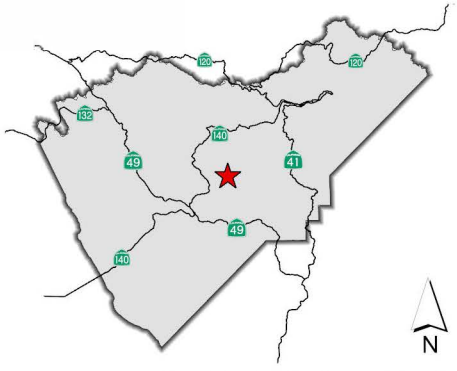
SITE ADDRESS: 6800 JERSEYDALE RD, MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Tuesday, May 27, 2025

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: Ethan Smith, GIS Specialist



Location in Mariposa County

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

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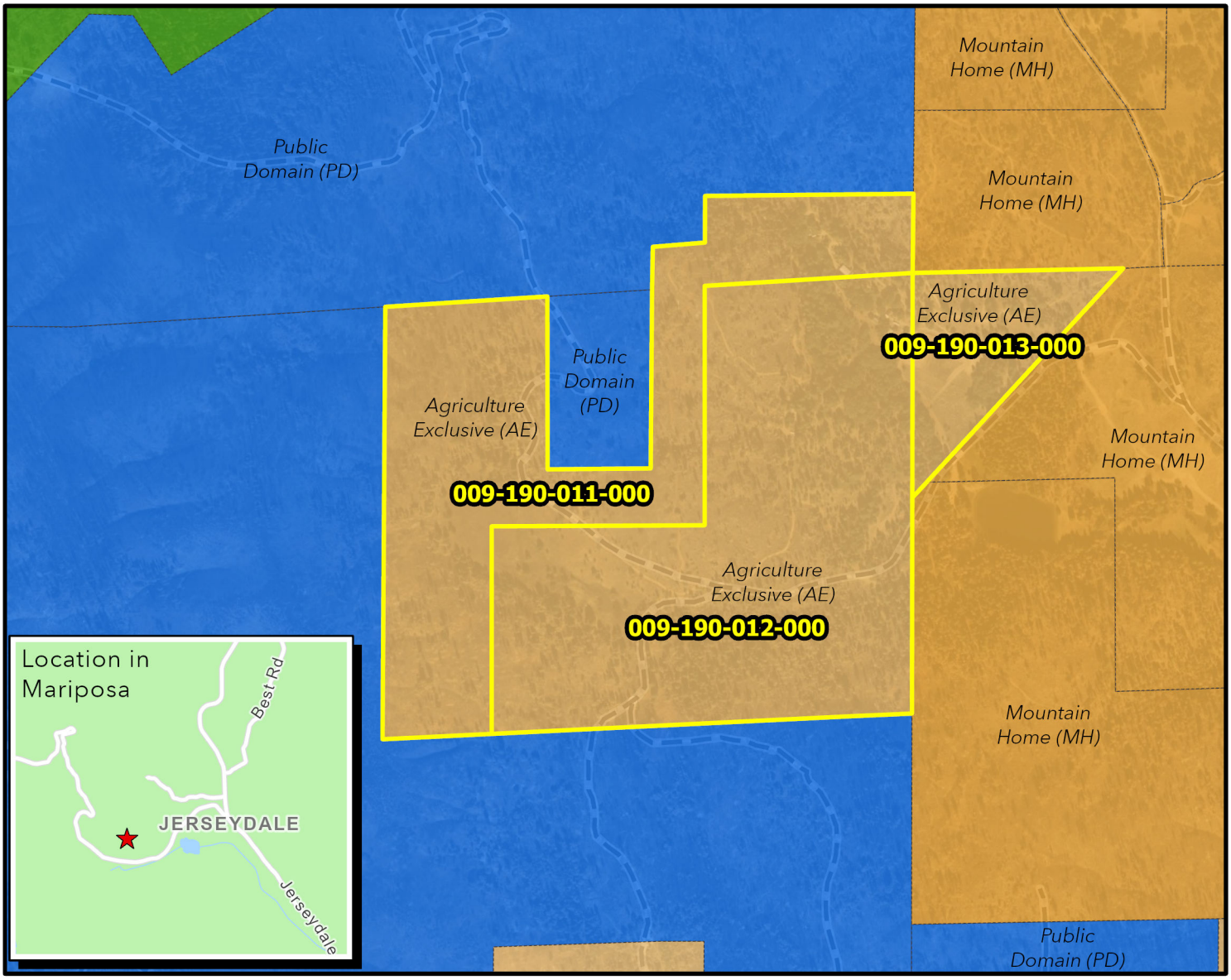
Mariposa County Planning Department
Project Vicinity Map



0 500 1,000 Feet

1:12,000

Site
Assessor's Parcels

Zoning
AE MH
MG PD

PROJECT TYPES: PARCEL MERGER 2025-DIS-00009, LCA CANCELLATION 2025-DIS-00010, ZONE CHANGE 2025-DIS-00011, LOT LINE ADJUSTMENT 2025-DIS-00008

APPLICANT: SUCCESSOR CO-TRUSTEES OF THE WALTER SCOTT FAMILY TRUST

APN: 009-190-011-000, 009-190-012-000, 009-190-013-000

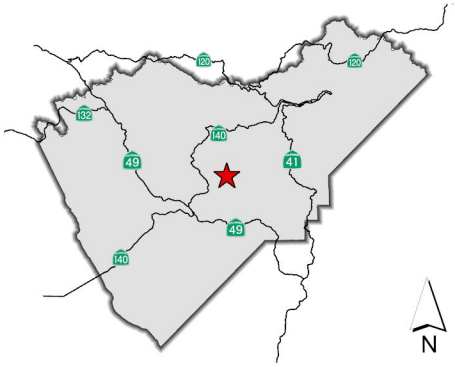
SITE ADDRESS: 6800 JERSEYDALE RD, MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Tuesday, May 27, 2025

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: Ethan Smith, GIS Specialist



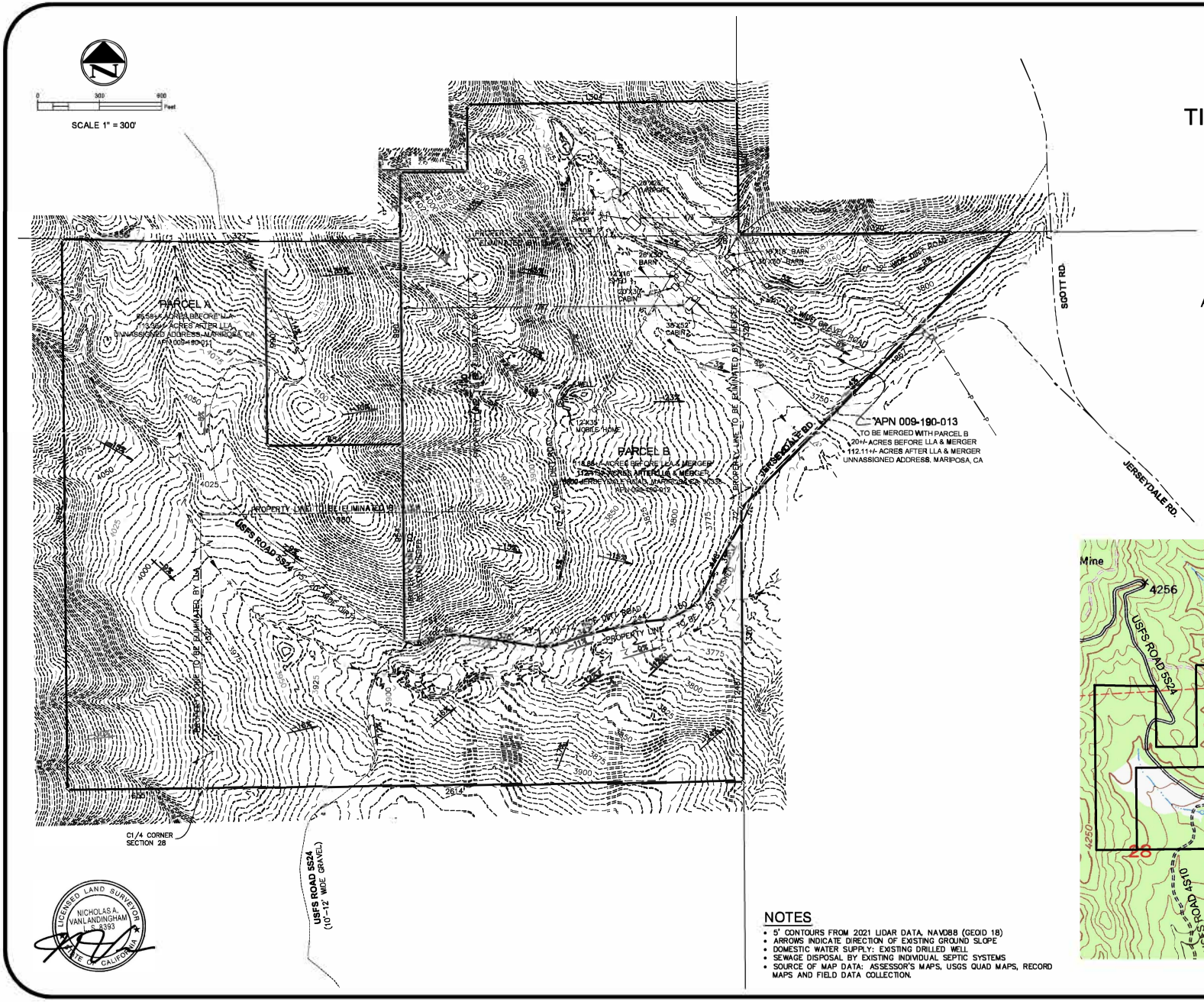
Location in Mariposa County

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

S:\Admin\Projects\2025\Lot Line Adjustment 2025-DIS-00008\Lot Line Adjustment 2025-DIS-00008.aprx

SITE PLAN FOR LINE ADJUSTMENT PARCEL MERGER & L.C.A TO TIMBERLAND PREZERVE CONVERSION



OWNER OF ALL PARCELS:
VIRGINIA C. SCOTT, TRUSTEE
MAILING ADDRESS:
6856 SCOTT ROAD
MARIPOSA, CA 95338
PH (209) 966-5779

BETWEEN

APNS: 009-190-011 (LLA ONLY)
009-190-012 & 009-190-013 (MERGER & LLA)

ALL PARCELS TO BE CONVERTED FROM L.C.A. TO TIMBERLAND PREZERVE

SITUATED IN PORTIONS OF SECTIONS
21, 27 & 28, T.4 S., R. 19 E., M.D.M.

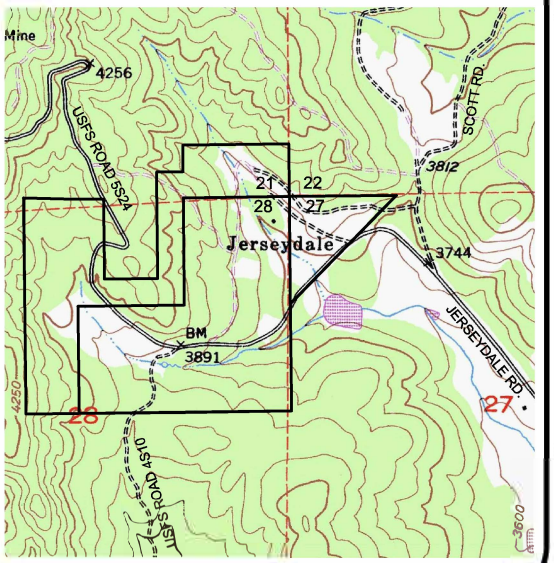
MARIPOSA COUNTY — CALIFORNIA
AUGUST 2025 — SCALE 1" = 300'

LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- DIVISION LINE TO BE REMOVED
- DIVISION LINE TO BE ESTABLISHED
- SEASONAL DRAINAGE LINES
- OVERHEAD POWER LINES

VICINITY SKETCH
T.4 S., R. 19 E., M.D.M.

NO SCALE



NOTES

- 5' CONTOURS FROM 2021 LIDAR DATA, NAVD88 (GEOID 18)
- ARROWS INDICATE DIRECTION OF EXISTING GROUND SLOPE
- DOMESTIC WATER SUPPLY: EXISTING DRILLED WELL
- SEWAGE DISPOSAL BY EXISTING INDIVIDUAL SEPTIC SYSTEMS
- SOURCE OF MAP DATA: ASSESSOR'S MAPS, USGS QUAD MAPS, RECORD MAPS AND FIELD DATA COLLECTION.

LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

JONES SNYDER & ASSOCIATES
(559)683-7661 WWW.JSSURVEYING.COM
BY: JRS JOB: 24-200

Attachment D

17.40 Agriculture Exclusive Zone (AEZ)
17.40.010 Agriculture Exclusive Zone (AEZ)

17.40.010 Agriculture Exclusive Zone (AEZ)

The Agriculture Exclusive Zone (AEZ) as designated on the Mariposa County Land Use Map, is applied to land considered to be most desirable for agriculture use. The purpose is to preserve the agricultural industry of Mariposa county as a viable economic activity.

A. Development standards for the AEZ. Development standards for the AEZ shall be as follows, with the express provision that any agritourism or agri-nature tourism use shall comply with all federal, state and local laws and regulations. In this code, agritourism and agri-nature tourism are subject to the same standards and regulations:

1. Uses:

a. Permitted uses: Ranching and commercial vineyards and orchards, nurseries, greenhouses, wineries, processing plants for products grown on-site (not including dairies), seasonal sale of agricultural products grown on-site from roadside stands or produce stands, permanent facilities for sale of and /or tasting rooms for agricultural products produced or processed on-site in accordance with the standards established by section 17.108.070, u-pick operations, collaborative sales of agricultural products in accordance with state and federal standards, agricultural homestays in accordance with standards established by section 17.40.010.A.4 and in conjunction with the primary agriculture production use of the property, bed and breakfasts and transient rentals which are managed by permanent on-site managers in accordance with the standards of section 17.108.180; collaborative agri-nature tourism events, horseback riding as an agritourism use, commercial row crops and other similar agricultural uses when conducted in a manner consistent with proper and accepted customs, standards, and practices, except those listed as administrative or conditional uses below; low density residential and employee housing in accordance with the density standards of this chapter; accessory buildings and accessory uses, barns, private stables, farm equipment shelters, and other out buildings; home enterprises, rural home industry, public schools, public parks and other public facilities, such as volunteer fire departments, utility transmission and distribution lines, towers, poles and substations; private airstrips and heliports for personal use by the property owner; and agricultural activities associated with a 4-H and/or FFA project or projects; and those applicable uses listed under Chapter 17.108. Limited agritourism and agri-nature tourism uses and activities pursuant to the definitions for agritourism and agrinature tourism and in accordance with the development standards established by section 17.40.010.A.4 shall be permitted when conducted in compliance with all of the following:

(1) A daily use or activity is limited to no more than an average of 15 persons per day with a maximum of less than 106 in any given week (not counting employees). If averages are used, they must be on a per week basis.

b. Administrative Use Permit uses:

(1) Small scale mining in compliance with applicable standards and regulations pursuant to section 17.108.110.

(2) Larger and more frequent agritourism and agri-nature tourism uses and activities pursuant to the definitions, and including but not limited to

collaborative agri-nature tourism events, petting zoos of resident animals, and hunting dog trials when no fire arms are discharged. All of the uses shall be conducted in compliance with all of the following:

(A) A daily use or activity is limited to no more than an average of 35 persons per day with a maximum of 250 in any given week (not counting employees). If averages are used, they must be on a per week basis.

(B) The use or activity is conducted in accordance with the development standards established by section 17.40.010.A.4.

(C) Submittal of an agritourism facility compliance form to the Mariposa County planning department is required annually for reporting of agritourism activities and events. The report shall include information on the number of participants, days of activity, and hours of operation. Agricultural activities associated with a 4-H and/or FFA project or projects shall not be subject to an administrative use permit. Prior to issuance of an administrative use permit, the use or activity is subject to submittal of proposed use or activity and site plans for review by county departments and State agencies as to compliance with applicable laws, policies, codes and regulations. Said county department review may determine that proposed activity or use is required to obtain a conditional use permit as defined below in this section.

c. Conditional uses: Intensive commercial agricultural uses including but not limited to the following: commercial hog ranches, livestock feed lots when confinement is for the purpose of finishing livestock for market, and commercial poultry farming; fertilizer plants or yards; animal sales yards; dairies; dairy processing plants; experimental agricultural operations determined by the planning director that the operation could impact other agricultural operations in the county, including, but not limited to, those associated with the agribiotech industry and genetic technologies; dormitory style housing facilities for employees; slaughter houses; mining, which may include mineral or construction material processing, in conformance with the state surface mining and reclamation act and county code; very large and frequent agritourism uses and activities pursuant to the definition for agritourism for groups of 36 or more persons per day for ongoing activities up to more than 250 people per week and in accordance with the development standards established by section 17.40.010.A.4; commercial hunting, hunting dog trials when fire arms are discharged, and game bird clubs; commercial target or shooting ranges, including archery; dude or guest ranches, riding clubs, commercial stables or animal boarding facilities and similar activities (which are not established as part of an agritourism operation or as a rural home industry operation and meeting the standards and provisions listed in section 17.108.080 and pertinent standards in 17.108.070); private schools, except as permitted by section 17.108.060(I); churches; and recreational camps or religious organization camps; transient rentals with no on-site manager in accordance with the standards of section 17.108.180; Glamping in accordance with the standards established by section 17.108.180, except as modified by the standards herein. In addition to other conditions placed on them by the planning commission, slaughter houses shall have a minimum setback of fifteen hundred (1500) feet from state highways and adjacent higher density land use classifications or property lines. Agricultural activities associated with a 4-H and/or FFA project or projects shall not be subject to a conditional use permit.

d. Prohibited uses: All other uses not listed above are prohibited, except similar uses in compliance with section 17.08.120 and 17.108.030 of this title. .

2. Minimum parcel or lot size: No parcel of real property in the AEZ shall be divided or split into two (2) or more parcels by voluntary transfer, court action or other conveyance where any one (1) of the parcels so created will be less than one hundred sixty (160) acres or a legal quarter section in gross area.

3. Density: Two (2) single family residences per one hundred sixty (160) acres or a legal quarter section.

4. Special development and performance standards for agritourism and agri-nature tourism uses and activities in the Agriculture Exclusive Zone:

   a. Agri-nature uses or activities are subject to the same development standards as agritourism uses or activities.

   b. An agritourism use or activity is subject to all of the following road access and maintenance requirements, if the use or activity generates more than 7.5 Average Daily Trips (ADTs)

      (1) Any agritourism use or activity which is established shall have access from a road or roads which have adequate capacity for existing traffic and the traffic proposed by the agritourism activity or use as defined by the Mariposa County Road Improvement and Circulation Policy. Any and all road improvements (public and private) must be made only as allowed by the provisions of a recorded access easement. If the agritourism activity is on a non-standard county maintained road, then an agritourism activity may only occur if the non-standard county maintained road is improved by the project proponent to provide adequate capacity as described above.

      (2) Any agritourism use or activity which is established shall have access from roads which are maintained. If primary access is not from a county maintained road or a State Highway, then the proponent of the agritourism use or activity shall participate in any existing active road maintenance organization for all privately maintained access road(s). If no road maintenance organization exists, then the proponent of the agritourism use or activity shall record a road maintenance agreement which provides for maintenance of drainage and erosion control devices, fuel modification, and upkeep of road surfaces from at least the proponent's property to the nearest county maintained road or State Highway. The road maintenance agreement provisions shall be developed by the project proponent and shall:

         (A) Be in effect for the life of the project unless said maintenance is taken over by the county, a special district, other governmental entity, or a recorded private road maintenance association.

         (B) Provide for annual maintenance and the immediate correction of emergency and hazard situations.

   c. Any exterior activities for agritourism uses and activities shall not commence prior to seven o'clock (7:00) a.m. and shall cease by ten o'clock (10:00) p.m. The planning director can consider amendments to these hours of operation on a case by case basis through the administrative use permit process for specific agritourism uses which are time sensitive, such as but not limited to bird-watching, when the planning director can make the finding that the amended

hours will not have adverse impacts. The planning director may apply such conditions as are necessary in order to make this finding.

d. If the agritourism use or activity is immediately adjacent to a commercial poultry operation, there shall be no exterior lights for the agritourism use or activity (except as minimally necessary for public safety) and there shall be no organized agritourism activities after sunset. This requirement may be waived if the agritourism proponent obtains a signed waiver from the adjacent commercial poultry producer. This standard shall not apply if the agritourism operation is established before a poultry operation is established on the adjacent property.

e. The agritourism uses and activities shall not require more than 1 (one) employee per acre up to a maximum of the equivalent of 5 (five) full-time employees on-site at any one time. The number of employees will be in full FTE increments, with 1 (one) FTE allowed per acre allowed for agritourism development as defined in 17.40.010.A.4.i. This limit does not include family members or employees solely of the agricultural operation. The planning director can consider amendments to the number of employees at an operation on a case by case basis through the administrative use permit process for specific agritourism uses which may require more employees, when the planning director can make the finding that the increased number of employees will not have adverse impacts. The planning director may apply such conditions as are necessary in order to make this finding.

f. The owner, lessee, designated agent or a designated family member of the agritourism enterprise shall be present throughout the duration of the agritourism use or event.

g. Petting zoos of resident animals shall have a minimum of 1/3 mile buffer from adjacent properties.

h. Activities shall be limited to the on-site agritourism parcel or parcels. Parcel boundaries and no trespassing signs shall be clearly posted. The owner of an agritourism business shall be responsible for the actions, impacts and damages of his or her guests, pursuant to California Civil Code section 1714.

i. The primary use of the parcel on which the agritourism use or activity is located shall be for commercial agricultural production. Pursuant to section 52262 of the California Food and Agricultural Code, this shall mean a place of agricultural production which has annual sales of agricultural products of one thousand dollars ($1,000) or more. Agritourism is permitted as a secondary use to the primary commercial agricultural production use. The amount of land permitted for permanent physical improvement (infrastructure and structural improvements) related to agritourism is limited to no more than 10% of a parcel’s acreage or 5 acres of total land area, whichever is the lesser amount, to comply with this primary use standard. Developed infrastructure and structural improvements do not include unpaved riding or hiking trails. If there are multiple parcels involved in the agritourism use and development, the maximum amount of agritourism development shall be calculated based upon the parcel on which the improved facilities are located, using the % calculation, and there shall be no more than 5 acres cumulative agritourism development allowed on all of the parcels combined.

j. Daily or ongoing agritourism uses or activities shall have adequate provisions for sewage disposal (permanent or temporary) as determined by the Mariposa County health department.

k. The agritourism use or activity shall have adequate provisions for public water as determined by the Mariposa County health department.

l. The agritourism use or activity shall have adequate access and on-site parking.

m. Any new exterior lighting installed related to an agritourism use or activity shall comply with the dark sky standards as described in the Mariposa County General Plan.

n. An agricultural homestay is subject to all of the following requirements:

(1) The parcel on which an agricultural homestay is proposed shall be at least twenty (20) acres in size or greater;

(2) The agricultural homestay is located in a residence occupied by the property owner, an accessory dwelling or other existing dwelling; the agricultural homestay is located on property occupied by the property owner, as evidenced by a homeowners' exemption carried on the latest equalized assessor rolls, accessory dwelling or other existing dwelling. Failure to maintain the homeowners' exemption shall be grounds for prohibition of further occupancy as an agricultural homestay;

(3) The agricultural homestay has not more than five (5) guest rooms and accommodates not more than ten (10) adult guests; children accompanied by a guardian do not count as adult guests, but the total number of guests must not exceed fifteen (15) persons;

(4) The agricultural homestay serves meals only to its registered guests and serves meals at any time, and with respect to which the price of meals is included in the price of the overnight transient occupancy accommodation;

(5) Lodging and meals are incidental and not the primary function of the agricultural homestay establishment;

(6) The agricultural homestay establishment is located on, and is a part of, a farm, as defined in section 52262 of the California Food and Agricultural Code, that produces agricultural products as its primary business [pursuant to the referenced section of code, this shall mean a place of agricultural production which has annual sales (income) of agricultural products of one thousand dollars ($1,000) or more];

(7) The primary purpose of the homestay establishment is the guest's education and active participation in the on-site agricultural activities

(8) Any activities or events that involve more than ten (10) adult guests at an agricultural homestay are prohibited; children accompanied by a guardian do not count as adult guests, but the total number of guests must not exceed fifteen (15) persons;

(9) A Bed and Breakfast / Transient Rental Permit pursuant to section 17.108.180 of the Mariposa County Code shall be obtained prior to establishing an agricultural homestay, including a valid Transient Occupancy Tax Certificate.

o. A glamping operation is subject to all of the following requirements:

(1) The parcel on which glamping is proposed shall be at least twenty (20) acres in size or greater;

(2) The glamping operation is located on property occupied by the property owner, as evidenced by a homeowners' exemption carried on the latest

equalized assessor rolls, accessory dwelling or other existing dwelling. Failure to maintain the homeowners' exemption shall be grounds for prohibition of further occupancy as a glamping operation;

(3) The glamping operation has not more than five (5) guest units and accommodates not more than ten (10) adult guests; children accompanied by a guardian do not count as adult guests, but the total number of guests must not exceed fifteen (15) persons;

(4) The glamping operation serves meals only to its registered guests and serves meals at any time, and with respect to which the price of meals is included in the price of the overnight transient occupancy accommodation;

(5) The glamping establishment is located on, and is a part of, a farm, as defined in section 52262 of the California Food and Agricultural Code, that produces agricultural products as its primary business [pursuant to the referenced section of code, this shall mean a place of agricultural production which has annual sales (income) of agricultural products of one thousand dollars ($1,000) or more];

(6) Any activities or events that involve more than ten (10) adult guests at a glamping establishment are prohibited; children accompanied by a guardian do not count as adult guests, but the total number of guests must not exceed fifteen (15) persons;

(7) The glamping operation conforms to all building codes, fire codes and American Disabilities Act requirements.

(8) A Bed and Breakfast / Transient Rental Permit pursuant to section 17.108.180 of the Mariposa County Code shall be obtained prior to establishing a glamping operation, including a valid Transient Occupancy Tax Certificate.

B. Agricultural advisory committee. As part of the review of an application for rezoning to place property into or remove property from the Agriculture Exclusive Zoning District, the planning director shall refer the application to the agricultural advisory committee. The committee shall review each action described above and may, if necessary, inspect the property in question to determine if the property is bona fide agricultural land appropriate for the Agriculture Exclusive Zoning District and if such action is consistent with the general plan. The committee shall forward their recommendation for action on the rezoning application to the planning commission.

HISTORY
Adopted by Ord. 704 Sec. 1 on 3/8/1988
Amended by Ord. 1014 Sec. I on 12/21/2004
Amended by Ord. 1074 Sec. I on 11/23/2010
Amended by Ord. 1086 Sec. I on 12/20/2011
Adopted by Ord. 1087 Sec. I on 1/17/2012
Adopted by Ord. 1114 Sec. VI on 12/15/2015

17.44 Timber Exclusive Zone (TEZ)
17.44.010 Timber Exclusive Zone (TEZ)

17.44.010 Timber Exclusive Zone (TEZ)

The Timber Exclusive Zone (TEZ)is a timber preserve zone for the growing and harvesting of timber for those uses which are an integral part of a timber management operation. Land use under a TEZ shall be restricted for a minimum of ten (10) years to growing and harvesting timber, and to compatible uses approved by the county.

A. Development standards for the TEZ. Development standards for the TEZ shall be as follows:

1. Uses.

   a. Permitted uses: Growing and harvesting of timber and forest products; uses and facilities appurtenant to timber growing and harvesting, including but not limited to roads, log landings, and log storage areas. Residential, grazing, wildlife preserves; management for watershed, fish and wildlife habitat; hunting, fishing, hiking and camping; forest fire lookout stations; fire stations provided they are located on timberland converted to non-timber use in accordance with section 1104.1 of Title 14, California Code of Regulations; exploration or prospecting for minerals; portable saw mills and portable planing mills; gas, electric, water or communication transmission facilities; wholesale nurseries and similar horticultural enterprises; and those applicable uses listed under Chapter 17.108.

   b. Conditional uses: The following uses shall be permitted only with a conditional use permit: Timber products processing plants, including but not limited to such permanent facilities as saw mills, lumber and plywood mills, planing mills, provided that the plants are secondary or incidental to timber growing and harvesting operation on the same parcel; logging camps or labor camps appurtenant to timber harvesting or planting operation for the duration of one year; additional dwellings when necessary for the timber management operation; membership or public parks and camps which require no permanent facilities; guest ranches, hunting clubs, public stables and riding trails in conjunction with a bona fide timber management operation; mining and quarrying for the removal of minerals and such appurtenances as required; surface mining operations shall include, but are not limited to: in-place distillation, retorting or leaching; production and disposal of mining waste.

   c. Prohibited uses: All uses listed in section 17.108.200 of this title and other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

2. Property development standards: In addition to Title 5, Division 1, Chapter 6.7 of the California Government Code, the following property development standards shall apply to all land and structures in the TEZ: Each parcel prior to acceptance into the TEZ, shall have a minimum of ten thousand (10,000) board feet per acre, or meet the minimum timber stocking standards of the state within five (5) years.

   A timber management plan shall be presented to and approved by the Mariposa County planning commission. This plan shall be prepared by a registered professional forester. The parcel shall currently meet the timber stocking standards as set forth in section 4561 of the Public Resources Code and the forest practice rules adopted by the California State Board of Forestry for the zone in which the parcel is located; or, the owner must sign an agreement with the board to meet such stocking standards and forest practice

rules by the fifth (5th) anniversary of the signing of such agreement. If the parcel is subsequently zoned as timberland preserve under Subdivision (a) of section 4561 listed above, then failure to meet such stocking standards and forest practice rules within this time period provides the board with a ground for rezoning of the parcel pursuant to section 51121 of the Government Code.

Other provisions of this title notwithstanding, all lands zoned in a TPZ in accordance with County Ordinances 464 and 557 are hereby zoned in accordance with the provisions of this chapter as a TEZ. All rules, policies and provisions of previous TEZs are deemed consistent with the provisions of this chapter and nothing contained herein shall be deemed to minimize, null, or otherwise set aside any permits, plans, or other benefits granted or otherwise obtained under the provisions of a previous TEZ.

3. Minimum parcel or lot size: No parcel or real property shall be divided or split into two (2) or more parcels by voluntary transfer, court action or other conveyance where any one (1) of the parcels so created will be less than forty (40) acres or a legal quarter-quarter section.
4. Density: Two (2) single family residences per forty (40) acres or a legal quarter-quarter section.

HISTORY
Adopted by Ord. 704 Sec. 1 on 3/8/1988
Adopted by Ord. 912 Sec. II on 1/7/1997
Adopted by Ord. 1045 Sec. I on 8/5/2008
Amended by Ord. 1086 Sec. I on 12/20/2011

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GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] *(Title 5 added by Stats. 1949, Ch. 81.)*

DIVISION 1. CITIES AND COUNTIES [50001 - 52203] *(Division 1 added by Stats. 1949, Ch. 81.)*

PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5] *(Part 1 added by Stats. 1949, Ch. 81.)*

CHAPTER 7. Agricultural Land [51200 - 51297.4] *(Chapter 7 added by Stats. 1965, Ch. 1443.)*

ARTICLE 5. Cancellation [51280 - 51287] *(Article 5 added by Stats. 1965, Ch. 1443.)*

51280. It is hereby declared that the purpose of this article is to provide relief from the provisions of contracts entered into pursuant to this chapter under the circumstances and conditions provided herein.

(Amended by Stats. 1981, Ch. 1095, Sec. 1.)

51280.1. As used in this chapter, the finding of a board or council that "cancellation and alternative use will not result in discontiguous patterns of urban development" authorizes, but does not require, the board or council to cancel a contract if it finds that the alternative use will be rural in character and that the alternative use will result within the foreseeable future in a contiguous pattern of development within the relevant subregion. The board or council is not required to find that the alternative use will be immediately contiguous to like development. In rendering its finding, the board or council acts in its own discretion to evaluate the proposed alternative use according to existing and projected conditions within its local jurisdiction.

(Amended by Stats. 2021, Ch. 644, Sec. 7. (SB 574) Effective January 1, 2022.)

51281. A contract may not be canceled except pursuant to a request by the landowner, and as provided in this article.

(Amended by Stats. 1969, Ch. 1372.)

51281.1. The board or council may require the payment of a reasonable application fee to be made at the time a petition for cancellation is filed.

(Added by Stats. 1978, Ch. 1120.)

51282. (a) The landowner may petition the board or council for cancellation of any contract as to all or any part of the subject land. The board or council may grant tentative approval for cancellation of a contract only if it makes one of the following findings:

(1) That the cancellation is consistent with the purposes of this chapter.

(2) That cancellation is in the public interest.

(b) For purposes of paragraph (1) of subdivision (a) cancellation of a contract shall be consistent with the purposes of this chapter only if the board or council makes all of the following findings:

(1) That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Section 51245.

(2) That cancellation is not likely to result in the removal of adjacent lands from agricultural use.

(3) That cancellation is for an alternative use which is consistent with the applicable provisions of the city or county general plan.

(4) That cancellation will not result in discontiguous patterns of urban development.

(5) That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

As used in this subdivision "proximate, noncontracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.

As used in this subdivision "suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such nonrestricted land may be a single parcel or may be a combination of contiguous or discontiguous parcels.

(c) For purposes of paragraph (2) of subdivision (a) cancellation of a contract shall be in the public interest only if the council or board makes the following findings: (1) that other public concerns substantially outweigh the objectives of this chapter; and (2) that there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

As used in this subdivision "proximate, noncontracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.

As used in this subdivision "suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such nonrestricted land may be a single parcel or may be a combination of contiguous or discontiguous parcels.

(d) For purposes of subdivision (a), the uneconomic character of an existing agricultural use shall not by itself be sufficient reason for cancellation of the contract. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(e) The landowner's petition shall be accompanied by a proposal for a specified alternative use of the land. The proposal for the alternative use shall list those governmental agencies known by the landowner to have permit authority related to the proposed alternative use, and the provisions and requirements of Section 51283.4 shall be fully applicable thereto. The level of specificity required in a proposal for a specified alternate use shall be determined by the board or council as that necessary to permit them to make the findings required.

(f) In approving a cancellation pursuant to this section, the board or council shall not be required to make any findings other than or in addition to those expressly set forth in this section, and, where applicable, in Section 21081 of the Public Resources Code.

(g) A board or council shall not accept or approve a petition for cancellation if the land for which the cancellation is sought is currently subject to the process specified in Section 51250, unless the cancellation is a part of the process specified in Section 51250.

(Amended by Stats. 2008, Ch. 503, Sec. 6. Effective January 1, 2009.)

51282.3. (a) The landowner may petition the board or council, pursuant to Section 51282, for cancellation of any contract or of any portion of a contract if the board or council has determined that agricultural laborer housing is not a compatible use on the contracted lands. The petition, and any subsequent cancellation based thereon, shall (1) particularly describe the acreage to be subject to cancellation; (2) stipulate that the purpose of the cancellation is to allow the land to be used exclusively for agricultural laborer housing facilities; (3) demonstrate that the contracted lands, or portion thereof, for which cancellation is being sought are reasonably necessary for the development and siting of agricultural laborer housing; and (4) certify that the contracted lands, or portion thereof, for which cancellation is being sought, shall not be converted to any other alternative use within the first 10 years immediately following the cancellation.

The petition shall be deemed to be a petition for cancellation for a specified alternative use of the land. The petition shall be acted upon by the board or council in the manner prescribed in Section 51283.4. However, the provisions of Section 51283 pertaining to the payment of cancellation fees shall not be imposed except as provided in subdivision (b).

(b) If the owner of real property is issued a certificate of cancellation of contract based on subdivision (a), there shall be executed and recorded concurrently with the recordation of the certificate of cancellation of contract, a lien in favor of the county, city or city and county in the amount of the fees which would otherwise have been imposed pursuant to Section 51283. Those amounts shall bear interest at the rate of 10 percent per annum. The lien shall

particularly describe the real property subject to the lien, shall be recorded in the county where the real property subject to the lien is located, and shall be indexed by the recorder in the grantor index to the name of the owner of the real property and in the grantee index in the name of the county or city or city and county. From the date of recordation, the lien shall have the force, effect and priority of a judgment lien. The board or council shall execute and record a release of lien if, after a period of 10 years from the date of the recordation of the certificate of cancellation of contract, the real property subject to the lien has not been converted to a use other than agricultural laborer housing. In the event the real property subject to the lien has been converted to a use other than agricultural laborer housing, or the construction of agricultural laborer housing has not commenced within a period of one year from the date of recordation of the certificate of cancellation of contract, then the lien shall only be released upon payment of the fees and interest for which the lien has been imposed. Where construction commences after the one-year period, the amount of the interest shall only be for that period from one year following the date of the recordation of the certificate of cancellation of contract until the actual commencement of construction.

(Amended by Stats. 1999, Ch. 1018, Sec. 8. Effective January 1, 2000.)

51282.5. The owner of any land which has been zoned as a timberland production pursuant to Section 51112 or 51113, and that zoning has been recorded as provided in Section 51117, may petition the board or council for cancellation of any contract as to all or part of the land. Upon petition, the board or council shall approve the cancellation of the contract.

The provisions of Section 51283 shall not apply to any cancellation under this section, and no cancellation fee shall be imposed.

(Amended by Stats. 1982, Ch. 1489, Sec. 30.)

51283. (a) Prior to any action by the board or council giving tentative approval to the cancellation of any contract, the county assessor of the county in which the land is located shall determine the current fair market value of the land as though it were free of the contractual restriction. The assessor shall certify to the board or council the cancellation valuation of the land for the purpose of determining the cancellation fee. At the same time, the assessor shall send a notice to the landowner indicating the current fair market value of the land as though it were free of the contractual restriction and advise the parties, that upon their request, the assessor shall provide all information relevant to the valuation, excluding third-party information. If any information is confidential or otherwise protected from release, the department and the landowner shall hold it as confidential and return or destroy any protected information upon termination of all actions relating to valuation or cancellation of the contract on the property. The notice shall also advise the landowner and the department of the opportunity to request formal review from the assessor.

(b) Prior to giving tentative approval to the cancellation of any contract, the board or council shall determine and certify to the county auditor the amount of the cancellation fee that the landowner shall pay the county treasurer upon cancellation. That fee shall be an amount equal to $12^{1}/_{2}$ percent of the cancellation valuation of the property.

(c) If it finds that it is in the public interest to do so, the board or council may waive any payment or any portion of a payment by the landowner, or may extend the time for making the payment or a portion of the payment contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of the contract, had it not been canceled, if all of the following occur:

(1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to the owner.

(2) The board or council has determined that it is in the best interests of the program to conserve agricultural land use that the payment be either deferred or is not required.

(3) The waiver or extension of time is approved by the Secretary of the Natural Resources Agency. The secretary shall approve a waiver or extension of time if the secretary finds that the granting of the waiver or extension of time by the board or council is consistent with the policies of this chapter and that the board or council complied with this article. In evaluating a request for a waiver or extension of time, the secretary shall review the findings of the board or council, the evidence in the record of the board or council, and any other evidence the secretary may receive concerning the cancellation, waiver, or extension of time.

(d) The first five million dollars ($5,000,000) of revenue paid to the Controller pursuant to subdivision (e) in the 2004–05 fiscal year, and any other amount as approved in the final Budget Act for each fiscal year thereafter, shall

be deposited in the Soil Conservation Fund, which is continued in existence. The money in the fund is available, when appropriated by the Legislature, for the support of all of the following:

(1) The cost of the farmlands mapping and monitoring program of the Department of Conservation pursuant to Section 65570.

(2) The soil conservation program identified in Section 614 of the Public Resources Code.

(3) Program support costs of this chapter as administered by the Department of Conservation.

(4) Program support costs incurred by the Department of Conservation in administering the open-space subvention program (Chapter 3 (commencing with Section 16140) of Part 1 of Division 4 of Title 2).

(5) The costs to the Department of Conservation for administering Section 51250.

(6) When available, after funding the duties of the Department of Conservation pursuant to paragraphs (1) through (5), inclusive, program support costs incurred by the department in carrying out the duties of the department pursuant to Sections 65565 and 66565.1.

(e) When cancellation fees required by this section are collected, they shall be transmitted by the county treasurer to the Controller and deposited in the General Fund, except as provided in subdivision (d) of this section and subdivision (b) of Section 51283.1. The funds collected by the county treasurer with respect to each cancellation of a contract shall be transmitted to the Controller within 30 days of the execution of a certificate of cancellation of contract by the board or council, as specified in subdivision (b) of Section 51283.4.

(f) It is the intent of the Legislature that fees paid to cancel a contract do not constitute taxes but are payments that, when made, provide a private benefit that tends to increase the value of the property.

(Amended by Stats. 2021, Ch. 644, Sec. 8. (SB 574) Effective January 1, 2022.)

51283.1. (a) The assessor shall determine the current fair market value of the land as if it were free of the contractual restriction pursuant to Section 51283. The Department of Conservation or the landowner, also referred to in this section as "parties," may provide information to assist the assessor to determine the value. Any information provided to the assessor shall be served on the other party, unless the information was provided at the request of the assessor, and would be confidential under law if required of an assessee.

(b) Within 45 days of receiving the assessor's notice pursuant to subdivision (a) of Section 51283 or Section 51283.4, if the Department of Conservation or the landowner believes that the current fair market valuation certified pursuant to subdivision (b) of Section 51283 or Section 51283.4 is not accurate, the department or the landowner may request formal review from the county assessor in the county considering the petition to cancel the contract. The department or the landowner shall submit to the assessor and the other party the reasons for believing the valuation is not accurate and the additional information the requesting party believes may substantiate a recalculation of the property valuation. The assessor may recover the assessor's reasonable costs of the formal review from the party requesting the review, and may provide an estimate of those costs to the requesting party. The recovery of these costs from the department may be deducted by the city or county from cancellation fees received pursuant to this chapter before transmittal to the Controller for deposit in the Soil Conservation Fund. The assessor may require a deposit from the landowner to cover the contingency that payment of a cancellation fee will not necessarily result from the completion of a formal review. This subdivision shall not be construed as a limitation on the authority provided in Section 51287 for cities or counties to recover their costs in the cancellation process, except that the assessor's costs of conducting a formal review shall not be borne by the nonrequesting party.

(1) If no request is made within 45 days of receiving notice by certified mail of the valuation, the assessor's valuation shall be used to calculate the fee.

(2) Upon receiving a request for formal review, the assessor shall formally review the valuation if, based on the determination of the assessor, the information may have a material effect on valuation of the property. The assessor shall notify the parties that the formal review is being undertaken and that information to aid the assessor's review shall be submitted within 30 days of the date of the notice to the parties. Any information submitted to the assessor shall be served on the other party who shall have 30 days to respond to that information to the assessor. If the response to the assessor contains new information, the party receiving that response shall have 20 days to respond to the assessor as to the new information. All submittals and responses to the assessor shall be served on the other party by personal service or an affidavit of mailing. The assessor shall avoid ex parte contacts during the formal review and shall report any such contacts to the department and

the landowner at the same time the review is complete. The assessor shall complete the review no later than 120 days of receiving the request.

(3) At the conclusion of the formal review, the assessor shall either revise the cancellation valuation or determine that the original cancellation valuation is accurate. The assessor shall send the revised valuation or notice of the determination that the valuation is accurate to the department, the landowner, and the board or council considering the petition to cancel the contract. The assessor shall include a brief narrative of what consideration was given to the items of information and responses directly relating to the cancellation value submitted by the parties. The assessor shall give no consideration to a party's information or response that was not served on the other party. If the assessor denies a formal review, a brief narrative shall be provided to the parties indicating the basis for the denial, if requested.

(c) For purposes of this section, the valuation date of any revised valuation pursuant to formal review or following judicial challenge shall remain the date of the assessor's initial valuation, or the initial recomputation pursuant to Section 51283.4. For purposes of cancellation fee calculation in a tentative cancellation as provided in Section 51283, or in a recomputation for final cancellation as provided in Section 51283.4, a cancellation value shall be considered current for one year after its determination and certification by the assessor.

(d) This section represents the exclusive administrative procedure for appealing a cancellation valuation calculated pursuant to this section. The Department of Conservation shall represent the interests of the state in the administrative and judicial remedies for challenging the determination of a cancellation valuation or cancellation fee.

(Added by renumbering Section 51203 by Stats. 2021, Ch. 644, Sec. 1. (SB 574) Effective January 1, 2022.)

51283.4. (a) Upon tentative approval of a petition accompanied by a proposal for a specified alternative use of the land, the clerk of the board or council shall record in the office of the county recorder of the county in which is located the land as to which the contract is applicable a certificate of tentative cancellation, which shall set forth the name of the landowner requesting the cancellation, the fact that a certificate of cancellation of contract will be issued and recorded at the time that specified conditions and contingencies are satisfied, a description of the conditions and contingencies which must be satisfied, and a legal description of the property. Conditions to be satisfied shall include payment in full of the amount of the fee computed under the provisions of Section 51283, together with a statement that unless the fee is paid, or a certificate of cancellation of contract is issued within one year from the date of the valuation certified by the assessor the fee shall be recomputed as of the date of notice described in subdivision (b) or the date the landowner requests a recomputation. A landowner may request a recomputation when the landowner believes the landowner will be able to satisfy the conditions and contingencies of the certificate of cancellation within 180 days. The board or council shall request the assessor to recompute the cancellation valuation. The assessor shall recompute the valuation, certify it to the board or council, and provide notice to the Department of Conservation and landowner as provided in subdivision (a) of Section 51283, and the board or council shall certify the fee to the county auditor. Any provisions related to the waiver of the fee or portion thereof shall be treated in the manner provided for in the certificate of tentative cancellation. Contingencies to be satisfied shall include a requirement that the landowner obtain all permits necessary to commence the project. The board or council may, at the request of the landowner, amend a tentatively approved specified alternative use if it finds that the amendment is consistent with the findings made pursuant to subdivision (a) of Section 51282.

(b) The landowner shall notify the board or council when the landowner has satisfied the conditions and contingencies enumerated in the certificate of tentative cancellation. Within 30 days of receipt of the notice, and upon a determination that the conditions and contingencies have been satisfied, the board or council shall execute a certificate of cancellation of contract, cause the certificate to be recorded, and send a copy to the Director of Conservation.

(c) If the landowner has been unable to satisfy the conditions and contingencies enumerated in the certificate of tentative cancellation, the landowner shall notify the board or council of the particular conditions or contingencies the landowner is unable to satisfy. Within 30 days of receipt of the notice, and upon a determination that the landowner is unable to satisfy the conditions and contingencies listed, the board or council shall execute a certificate of withdrawal of tentative approval of a cancellation of contract, cause the same to be recorded, and send a copy to the Director of Conservation. However, the landowner shall not be entitled to the refund of any cancellation fee paid.

(Amended by Stats. 2021, Ch. 644, Sec. 9. (SB 574) Effective January 1, 2022.)

51283.5. (a) The Legislature finds and declares that cancellation fees should be calculated in a timely manner and disputes over cancellation fees should be resolved before a city or county approves a tentative cancellation.

However, the city or county may approve a tentative cancellation notwithstanding an assessor's formal review or judicial challenge to the cancellation value or fee.

(b) If the valuation changes after the approval of a tentative cancellation, the certificate of tentative cancellation shall be amended to reflect the correct valuation and cancellation fee.

(c) If the landowner wishes to pay a cancellation fee when a formal review has been requested, the landowner may pay the fee required in the current certificate of cancellation and provide security for 20 percent of the cancellation fee based on the assessor's valuation. The board or council shall hold the security and release it immediately upon full payment of the cancellation fee determined pursuant to Section 51283.1.

(d) The city or county may approve a final cancellation notwithstanding a pending formal review or judicial challenge to the cancellation valuation or fee. The certificate of final cancellation shall include the following statements:

(1) That formal review or judicial challenge of the cancellation valuation or fee is pending.

(2) That the fee may be adjusted, based upon the outcome of the review or challenge.

(3) The identity of the party who will be responsible for paying any additional fee or will receive any refund.

(4) The form and amount of security provided by the landowner or other responsible party.

(e) Upon resolution, the landowner or the party identified in the certificate shall either pay the balance owed to the county treasurer, or receive from the county treasurer or the controller any amount of overpayment, and shall also be entitled to the immediate release of any security.

(f) (1) If a party does not receive the notice required pursuant to Section 51283, 51283.1, 51283.4, or 51284, a judicial challenge to the cancellation valuation may be filed within three years of the latest of the applicable following events:

(A) The board or council certification of the fee pursuant to subdivision (b) of Section 51283, or for fees recomputed pursuant to Section 51283.4, the execution of a certificate of cancellation under that section.

(B) The date of the assessor's determination pursuant to paragraph (3) of subdivision (b) of Section 51283.1.

(C) The service of notice to the Director of Conservation of the board or council's recorded certificate of final cancellation.

(2) If a party did receive the required notice pursuant to Section 51283.1, 51283.4, or 51284, a judicial challenge to the cancellation valuation may be filed only after the party has exhausted the administrative remedies through the formal review process specified in Section 51283.1 and only within 180 days of the latest of the applicable following events:

(A) The board or council certification of the fee pursuant to subdivision (b) of Section 51283 or for fees recomputed pursuant to Section 51283.4, the execution of a certificate of cancellation under that section.

(B) The date of the assessor's determination pursuant to paragraph (3) of subdivision (b) of Section 51283.1.

(C) The service of notice to the Director of Conservation or the board or council's recorded certificate of final cancellation.

(Amended by Stats. 2021, Ch. 644, Sec. 10. (SB 574) Effective January 1, 2022.)

51284. No contract may be canceled until after the city or county has given notice of, and has held, a public hearing on the matter. Notice of the hearing shall be published pursuant to Section 6061 and shall be mailed to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the land upon which the contract is proposed to be canceled. Within 30 days of the tentative cancellation of the contract, the city or county shall publish a notice of its decision, including the date, time, and place of the public hearing, a general explanation of the decision, the findings made pursuant to Section 51282, and a general description, in text or by diagram, of the land under contract, as a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the city or county. In addition, within 30 days of the tentative cancellation of the contract, the city or county shall deliver a copy of the published notice of the decision, as described above, to the Director of Conservation. The publication shall be for informational purposes only, and shall create no right, standing, or duty that would otherwise not exist with regard to the cancellation proceedings.

(Amended by Stats. 2021, Ch. 644, Sec. 11. (SB 574) Effective January 1, 2022.)

51284.1. When a landowner petitions a board or council for the tentative cancellation of a contract and when the board or council accepts the application as complete pursuant to Section 65943, the board or council shall send that information to the assessor that is necessary to describe the land subject to the proposed cancellation. The information shall include the name and address of the landowner petitioning the cancellation.

(Amended by Stats. 2021, Ch. 644, Sec. 12. (SB 574) Effective January 1, 2022.)

51285. The owner of any property located in the county or city in which the agricultural preserve is situated may protest such cancellation to the city or county conducting the hearing.

(Amended by Stats. 1969, Ch. 1372.)

51286. (a) Any action or proceeding which, on the grounds of alleged noncompliance with the requirements of this chapter, seeks to attack, review, set aside, void, or annul a decision of a board of supervisors or a city council to cancel a contract shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure.

(b) The action or proceeding shall be commenced within 180 days from the date of the council or board order acting on a petition for cancellation filed under this chapter.

(Amended by Stats. 2001, Ch. 176, Sec. 12. Effective January 1, 2002.)

51287. The city or county may impose a fee pursuant to Chapter 8 (commencing with Section 66016) of Division 1 of Title 7 for recovery of costs under this article. The fee shall not exceed an amount necessary to recover the reasonable cost of services provided by the city or county under this article.

(Amended by Stats. 1995, Ch. 686, Sec. 2. Effective October 10, 1995. Operative January 1, 1996, by Sec. 9 of Ch. 686.)

EXHIBIT 2 – RULES OF PROCEDURE TO IMPLEMENT THE CALIFORNIA LAND CONSERVATION ACT OF 1965

Mariposa County
Rules of Procedure to Implement the California Land Conservation Act of 1965
Approved by the Board of Supervisors on March 23, 2010

I. INTRODUCTION

Agricultural lands and their attendant values are an important part of the economy and the rural pastoral fabric in Mariposa County. The County in its General Plan has designated "Agriculture/Working Landscape" to recognize that "lands for the production, extraction, or harvesting of food, fiber, timber and minerals" and "their historically and economically important activities are a major contributing factor to the County's character."

With respect to agricultural lands, the Board of Supervisors on October 18, 1977 adopted Resolution 77-157 to implement the California Land Conservation Act of 1965 (LCA), sometimes referred to as the Williamson Act,[1] by providing a program (hereafter "program") for landowners to receive tax benefits under the California Constitution in return for their land "being used for the purpose of producing an agricultural commodity for commercial purposes" during the term of contract. The California Legislature has determined that this program and the expenditure of public funds are in the public interest and necessary for the promotion of the general welfare. The orderly planning and use of land is in the public interest of all Mariposa County citizens.

The "Rules of Procedure to Implement the California Land Conservation Act of 1965" (hereafter "rules") are adopted pursuant to Government Code section 51231 and are intended to provide clear and detailed guidance for Mariposa County ("County") to administer the program and for landowners, farmers and ranchers, and the general public to understand and participate in this important program. More specifically, the rules provide basic criteria and procedures to determine eligibility in the program and they describe the land use restrictions for the agricultural lands enrolled in the program.

These rules, and future amendments to the rules, replace the previous provisions in Resolutions 77-157, 78-8 and 95-350 for all LCA contracts that are executed or automatically renewed after the effective date of these rules. As the LCA, the rules and other related provisions affecting this program are amended, those amendments are incorporated herein. In cases where there is conflict between the terms and provisions of the county policy for LCA contracts, the terms and

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[1] The California Land Conservation Act of 1965, also known as the Williamson Act, is codified at Government Code section 51200 *et seq.* The Act provides for local governments to adopt rules governing the establishment and administration of agricultural preserves and to execute contracts with landowners to preserve the agricultural uses during the term of the contract. (Government Code section 51231.)

provisions of the contract, and the applicable zoning ordinance provisions and requirements, the more restrictive provision shall apply.

II. AGRICULTURAL PRESERVES

A. Designation of Agricultural Preserves

Agricultural preserves shall be established by the County for those areas devoted to agricultural uses as defined in the Land Conservation Act of 1965 (LCA). The establishment of an agricultural preserve is a prerequisite for landowners to enter into a contract pursuant to the LCA (hereinafter "LCA contract" or "contract") with the County.

Requests to establish a new agricultural preserve shall be filed with the Mariposa County Planning Department (Department) on an application form provided by the Department.

At the time of establishing an agricultural preserve, the Board of Supervisors shall authorize the Chairman of the Board to sign a LCA contract, on a standard form to be hereafter specified by the Board, with any owner of land within the preserve who qualifies for the contract and has requested to enter into such contract with the County and has followed the procedures in IIIA, below.

B. Minimum Size

The minimum size of an agricultural preserve in Mariposa County shall be one hundred and sixty (160) acres or a legal quarter section consistent with the Mariposa County General Plan "Agriculture/Working Landscape" land use classification and the "Agricultural Exclusive Zone (AEZ)" described in the Mariposa County Zoning Ordinance. These acres shall all be contiguous.

III. LAND CONSERVATION ACT (LCA) CONTRACTS

A. Processing and Approval

1. Any landowner within an agricultural preserve meeting the qualification standards may enter into a LCA contract with the County.

2. Requests to execute a LCA contract shall be filed with the Mariposa County Planning Department on an application form provided by the Department.

3. Application information shall include, but not be limited to, the landowner(s) of record, the location of the property, the legal description of the property, the Assessor's Parcel Number (APN), the size of the property, and evidence and verification that the property for the past three (3) years has been used for the purpose of producing an agricultural commodity for commercial uses. The application information shall indicate the landowners' understanding of the LCA, the ensuing contract requirements for a commercial agricultural operation and his or her intention to enter into a LCA contract that will qualify as an enforceable use restriction as specified in Sections 422(a) and (b) of the Revenue & Taxation Code of the State of California. The County may require as part of the application an indemnification agreement and/or a waiver of any and all claims against the County and/or other lead agency for any permit or project involving

the LCA contract, including but not limited to, a building permit application. Any indemnification agreement would only relate to the landowner's legal obligations under the LCA.

4. It is the intent of the County for its staff, the Agricultural Advisory Committee and the Planning Commission to closely scrutinize all applications for a LCA contract to help assure that the land has been used for commercial agricultural operations for the past three years and will support commercial agricultural operations for the term of the contract.

5. The fees for processing applications shall be periodically established by the Board.

6. The Mariposa County Agricultural Advisory Committee shall review all applications for new or amended LCA contracts and shall forward such applications, along with a Committee recommendation, to the Mariposa County Planning Commission.

7. The Mariposa County Planning Commission shall hold a noticed public hearing on all applications for new or amended LCA contracts and shall forward such applications, along with a Commission recommendation, to the Board of Supervisors.

8. The Board of Supervisors shall hold a public hearing on all applications for new or amended LCA contracts, singularly or jointly. The purpose of the hearing is to provide a venue for all interested parties to inform themselves and present testimony if desired. The Board shall take action on all applications by resolution, upon finding that the application complies with all requirements established by state law and applicable county policies.

B. Term of Contracts.

The minimum term of LCA contracts shall be twenty years with automatic annual renewals as described in the LCA and the ensuing contracts.

C. Parcel Requirements

1. *Minimum Size.* To be eligible for a LCA contract or to qualify for continuing participation in the program, a parcel must be of adequate size to sustain a "commercial agricultural operation."

   To assure that a parcel is being used for a commercial agricultural operation, landowners with LCA contracts shall file a biennial report with the County Assessor by January 30 of years ending in an odd number on a form provided by the Assessor. The report shall provide a full description of the "agricultural production uses" on the parcel for the past two years, how the agricultural commodities were used for commercial purposes, and contain a signed verification by the landowner, under penalty of perjury, that "the land is being used for the purpose of producing an agricultural commodity for commercial purposes." For purposes of this section, agricultural production uses are listed in IIIE and "agricultural use" and "agricultural commodity" are defined in the LCA.[2]

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[2] *See* Government Code sections 51201(a) and (b).

Landowners with LCA contracts shall be responsible for completing the report in a timely manner and coordinating with their lessees to assure the information is accurate.

No parcel of less than 160 acres[3] or a legal quarter section in size may be considered for a LCA contract if the agricultural production use is rangeland and pasture for livestock production or forage. Parcels used for rangeland and pasture for livestock production or forage must be used according to customary grazing capacity for commercial agricultural production.

Parcels that are used for intensive farming[4] will only be considered a commercial agricultural operation if the parcel is at least 40 acres or a legal quarter-quarter section in size and the landowner and/or lessee can show that "the land is being used for the purpose of producing an agricultural commodity for commercial purposes" and income from sales of agricultural commodities produced on-site or income from the lease of land used for commercial production of agricultural commodities shall be at least three thousand dollars ($3000.00) per year.[5] These shall be the only sources of income used to calculate whether the land is being used for commercial purposes. If a portion of a contracted parcel is managed for production of an agricultural commodity and a portion of the same contracted parcel is leased, then income from both uses may be counted; however, revenue from other compatible uses or ancillary uses of the land shall not be counted in determining whether there is a commercial agricultural operation. For permanent, non-bearing agricultural crops, such as orchards and vineyards, the plants shall be planted, properly cared for and maintained to produce a commercial crop within the customary period for agricultural production in Mariposa County.

To be considered a commercial agricultural operation, the parcel must be used for "commercial purposes" as defined by Mariposa County Code, Section 17.148.010.

For purposes of these rules, ten LCA contracts in which the County previously executed LCA contracts with landowners for parcels less than 160 acres[6] are considered to meet the minimum parcel size to remain under LCA contract, unless there is a proposal to change the boundaries of the land under section III.D after the effective date of these rules; in which case, the parcels will be subject to the minimum size requirements described herein or unless the parcels otherwise become conforming because they are

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[3] The County acknowledges that the LCA establishes a broad, statewide, presumption that a parcel is large enough to sustain an agricultural use if it is at least 10 acres in size in the case of prime land, or at least 40 acres in size in the case of land which is not prime agricultural land. (Government Code section 51222.) Based on the special and unique characteristics of Mariposa County and its agricultural land, the County, in accordance with Government Code sections 51240 and 51243(a), has determined that larger minimum parcel sizes are necessary to sustain commercial agricultural uses in the County.

[4] Intensive farming may include the agricultural production uses described in E.1., except it does not include rangeland and pasture for livestock production.

[5] The Agricultural Advisory Committee will review this value annually and it may recommend any adjustments to the Board of Supervisors.

[6] This applies to LCA contracts 13, 19, 46, 74, 84-3, 85-4 and Amendment 88-1, 86-4, 86-8, 2000-1, and 2001-2.

managed jointly with adjacent parcels. These contracts and the parcels are otherwise subject to all other applicable requirements.

If the biennial report described above is not submitted to the County by January 30, or if the County deems the report incomplete, the County will send a notice by March 31 to the landowner that will indicate the report has not been received or is not complete. The landowner will have 30 days from the receipt of the notice to submit the completed report to the County. If a completed report is not received at that time, the County will file a notice of nonrenewal for all parcels for which a completed report has not been submitted. As part of the compliance monitoring described in F.1, the County may request additional information and inspect the property, after proper notice, to verify the property is being used for a commercial agricultural operation.

2. *Zoning Restrictions.* All parcels that are part of a LCA contract shall, within one (1) year of the effective date of the LCA contract, be restricted by zoning of said parcel to agricultural use. A completed rezoning application shall be submitted to the Planning Department for such parcel(s) following submittal of a LCA contract application, but prior to recordation of the LCA contract for these parcels. Processing of the rezoning application in accordance with County procedures may occur following recordation of the LCA contract. No applications for change in the agricultural use zoning shall be processed for contracted parcels, unless a notice of non-renewal has been filed and there are two or less years remaining in the contract.

3. *Multiple Parcels.* The following shall apply to multiple parcels:

   a) New Applications. A new application for a LCA contract may be submitted for multiple legal parcels that are less than the minimum size necessary to sustain a commercial agricultural operation, as described above, but only if the parcels are contiguous and, at the option of the landowner, either: (i) merged[7] prior to executing a LCA contract into a parcel or parcels that complies with the minimum size criteria for a commercial agricultural operation or (ii) the LCA contract shall include an express provision that prohibits the sale of the parcels individually during the term of the LCA contract.[8] Parcels which are not contiguous, even if under one ownership, shall not be eligible for a single contract but will require individual contracts that separately meet the criteria established in these rules.

   Parcels are contiguous if they are located adjacent to each other or share an edge or boundary, even if separated by roads, streets, utility easements, or similar rights of way.

   b) Existing Parcels. For existing parcels under contract on March 23, 2010, a parcel that is less than the minimum size requirements described above is eligible to remain under the existing contract and participate in the program if the landowner can show

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[7] A Parcel Merger Application, which is completed by a 1) Certificate of Compliance and 2) Declaration of Waiver and Merger, shall be recorded prior to or concurrently with the LCA contract.

[8] This section does not preclude the sale of the combined parcels together to one person or entity pursuant to a single conveyance instrument.

that the multiple parcels, even if not contiguous, are jointly operated for commercial agricultural production. For these purposes, the County will consider joint operations on parcels located in adjoining counties if the parcel or parcels are contiguous to a parcel in Mariposa County under LCA contract. If the landowner cannot meet these requirements, the County shall non-renew the contract(s) for any parcel that does not meet the minimum size requirements.

4. *Appraisal.* For appraisal purposes only, existing and future home sites on parcels under LCA contract shall be allocated parcel sizes of no less than 2.5 acres.

D. Divisions and Changes to Parcel Configurations

All proposals to change boundaries of land under LCA contract shall comply with the California Subdivision Map Act (Government Code section 66473 *et seq.*) and the minimum parcel size requirements for commercial agricultural productivity described herein. The boundaries of land within an agricultural preserve and under LCA contract shall not be changed where any one (1) of the parcels so modified will be less than the minimum parcel sizes described in C, above. Additionally, "no parcel of real property in the AEZ shall be divided or split into two (2) or more parcels by voluntary transfer, court action or other conveyance where any one (1) of the parcels so created will be less than one hundred sixty (160) acres or a legal quarter section in gross area." (Section 17.40.A.2, Mariposa County Code.) Proposals to change boundaries of land under contract include: lot line adjustments, parcel mergers, land divisions, and certificate of compliance applications.

Applications on LCA contracted lands, which propose to adjust or amend parcel configurations, shall be reviewed pursuant to state law, county policy and contract requirements. Applications for land divisions shall be conditioned to require that new contracts be recorded for each parcel modified by the division; except that transfers of ownership to immediate family members will remain subject to the existing contract as described in Government Code section 51230.1 and III.C.3(b), herein. Applications for lot line adjustments shall be conditioned to require that contracts be amended to reflect amended parcel configurations, prior to completion of the lot line adjustment. State law provisions regulating divisions and adjustments of contracted lands must be met.

Certificate of compliance applications shall not be processed on LCA contracted lands, unless accompanied by a Parcel Merger Application for parcels which do not comply with the minimum parcel size and agricultural productivity requirements of state law and these rules. For example, the County could process applications for certificates of compliance, if they were accompanied by merger applications so that all resulting parcels could sustain a commercial agricultural operation and meet the minimum size described herein. If an applicant meets these and any other applicable requirements for processing of a certificate of compliance, a contract amendment shall also be required, so that new LCA contracts are executed for each resulting parcel.

These rules are not intended to affect the underlying historic parcels in Mariposa County, although a landowner who executes a LCA contract and desires to receive the tax benefits of this program will be subject to these rules for land under contract during the term of the contract.

E. Agricultural Production and Compatible Uses

For landowners to receive the tax benefits under the California Constitution and the Revenue and Tax Code, the LCA provides that the land must be "devoted to agricultural use" and every LCA contract shall "provide for the exclusion of uses other than agricultural, and other than those compatible with agricultural uses, for the duration of the contract." (Government Code sections 51242(a); 51243(a).)[9] As such, the primary use of contracted land shall be for commercial agricultural production uses including production of agricultural commodities for sale in wholesale or direct marketing channels. Agricultural commodity means "any and all plant and animal products produced in this state for commercial purposes." (Government Code section 51201(a).)

Agricultural production and compatible uses shall be defined as follows:

1. *Agricultural Production Uses:* The following land uses, and those uses which in the opinion of the Board of Supervisors may be substantially similar in nature thereto, shall be deemed agricultural production uses and thus allowed within an agriculture preserve on LCA contracted lands:

   i. Rangeland and pasture for livestock production and forage.

   ii. Intensive farming, including but not limited to the growing and harvesting of vegetables, field crops, fruit and nut crops, bush and berry crops, vineyards, hay crops, and nursery, cut flower, other ornamental crops, and confined animal facility operations.

   iii. Livestock production for food and/or fiber.

   iv. Dairies.

   v. Keeping of honey bees.

   vi. Commercial breeding and training of horses, including training for racing as well as stock horses. A finding must be made, based upon evidence, that the primary function of the operation is commercial horse breeding or training for sale and this is the sources of revenue or income to cover the cost(s) of the operation.

   vii. Fiber for basket-making and related commercial purposes.

   viii. Plant products used for producing biofuels.

   ix. Accessory uses and structures appurtenant and necessary to the commercial agricultural operation, including one-family dwellings located on the land and occupied by persons directly engaged in the commercial agricultural operation (including both lessors and lessees).

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[9] The Agriculture/Working Landscape Land Use Classification "identifies lands where the primary use is the production of agriculture...for economic benefit, which incidentally have scenic value and appear as open space areas." (General Plan 5.3.04A.)

2. *Compatible Uses*: The following land uses shall be deemed compatible with agricultural production uses and the related scenic and open space values and thus allowed within agricultural preserves, provided that these land uses are not the principal use and the land uses overlay and do not displace the agricultural production use, described above.

   i. Forestry, but not including any processing facilities.

   ii. Utility lines and substations.

   iii. Processing and vending facilities that are related to the agricultural production uses on the LCA contract parcel.

   iv. Recreation that does not displace agricultural production use, but not including permanent structures.

   v. Private airstrips and heliports if used as a part of an agricultural production use on-site.

   vi. Production of game animals and fish.

   vii. Mining if conducted in accordance with all requirements of county ordinance, state and federal law, including the Surface Mining and Reclamation Act of 1975. Reclamation shall be to agricultural production and compatible uses pursuant to Government Code 51238.2. A finding shall be made that the proposal is of limited extent and duration, so as to meet compatibility principles of state law.

   viii. Horses raised or maintained primarily for ranching work.

   ix. Growing and harvesting of hardwoods.

   x. Home enterprises conducted entirely within existing conventional single family residential structures as determined by the Planning Director, and operated by permanent residents. Home enterprises on contracted lands shall not create any significant traffic impacts that affect contracted parcels and there shall be no external evidence of the existence of the business.

Agricultural production and compatible uses are also subject to all applicable Zoning Ordinance provisions and requirements.

3. *Residential Uses*. Any residential structure on LCA contract land must be occupied by persons directly engaged in the commercial agricultural operation. Landowners who lease their land for commercial agricultural uses may reside on a permanent or temporary basis on contracted land to monitor the lease arrangements and provisions pursuant to this restriction.

   For residential development on contracted parcels that meet the minimum parcel requirements, there is no discretionary review for any proposed single family residential home; although the structures must be a single family dwelling as determined by the Planning Director. Any proposed residential development which creates more than one residence per property owner is subject to review by the Planning Director, and if

necessary, by the Agricultural Advisory Committee, and shall comply with these rules and the density provisions of the applicable zoning and general plan land use designation. All residential building permits on parcels under LCA contract shall be conditioned upon the applicant executing a new LCA contract; but only if the LCA contract covers multiple parcels that are under different property ownership.

No new residential dwelling permits may be issued to a contracted parcel, unless the parcel is in full compliance with state law, county policy, and contract requirements. Employee and agricultural laborer housing, such as duplexes or dormitories, shall comply with the provisions in Government Code section 51230.2 and are subject to review by the Planning Director, and if necessary, by the Agricultural Advisory Committee, and shall comply with these rules and the density provisions of the applicable zoning and general plan land use designation.

Any other proposed residential development is subject to review by the Planning Director, and if necessary, by the Agricultural Advisory Committee, and shall comply with these rules and the density provisions of the applicable zoning and general plan designation. As described below, the County shall seek enforcement pursuant to Government Code section 51250 *et seq.* against landowners who have materially breached their contracts by constructing any commercial, industrial or residential building not allowed by the LCA contract.

F. Enforcement and Monitoring

1. Compliance *Monitoring*

The Planning Department and Assessor's Office shall actively monitor this program by periodically reviewing the biennial reports in III.C.1 to determine whether landowners are complying with the program by using their property for commercial agricultural operations and to assure the intent of the program to encourage commercial agricultural production is being carried out in Mariposa County. When it appears to the Planning Department or the Assessor's Office that a landowner is not complying with state law, these rules, other County policies or the terms in the LCA contract, the County will formally notify the landowner about the potential violations. The County will provide one year for the landowner to rectify any violations before beginning the enforcement proceedings described below.

2. *Enforcement*

The County shall actively enforce the terms of the program and ensuing contracts and shall take any action legally available to enforce state law, these rules, other County policies, and the terms set forth in a LCA contract. Any conveyance, contract or authorization (whether oral or written) by the landowner or his or her successors in interest that would cause use of the property contrary to state law, these rules, and the terms of the contract shall be enforced by the County by an action filed in Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. This includes the following non-exclusive remedies:

i. County shall seek a breach of contract claim under the provisions of the LCA contract. If owner materially breaches the contract, owner shall pay County one half

(1/2%) percent of the restricted assessed value of the land subject to the LCA contract for each day owner is in breach as liquidated damages;

ii. Utilize the procedures in Government Code section 51250 (AB 1492) for material breaches;

iii. The County shall also seek non-renewal of the contract pursuant to the contract in accordance with Government Code section 51245.

G. Termination of Contracts

Methods for terminating a contract include non-renewal, cancellation, and public acquisition.

1. Processing and Approval for Rescissions and Cancellations

Requests to rescind or cancel a contract shall be filed with the County Planning Department on an application form provided by the Department.

The County Agricultural Advisory Committee shall review all applications for contract rescissions and cancellations and shall forward such applications, along with a Committee recommendation, to the Planning Commission.

The County Planning Commission shall hold a noticed public hearing on all applications for rescission and cancellations and shall forward such applications, along with a Commission recommendation, to the Board of Supervisors.

The Board of Supervisors shall hold a public hearing on all applications for contract rescissions and cancellations. The purpose of such hearing is to permit all interested parties to inform themselves and present testimony if desired. The Board shall take action on all applications by resolution, upon finding that the application complies with all requirements established by state law and county policy.

2. Non-renewal

Non-renewal of a LCA contract is the preferred method for a landowner or the County to terminate a contract. To begin the process to terminate a LCA contract, a landowner shall serve a notice of non-renewal as described in Government Code sections 51245, 51254 and 51255 and the LCA contract by August 31 in any given year (to become recorded prior to December 31 to be effective on January 1 the following year) and pay the applicable processing fee and meet other applicable processing requirements. When the County initiates the non-renewal, it shall serve the notice of non-renewal by August 31.

When a landowner seeks nonrenewal for a portion of land under a contract or a portion of a parcel, the County shall review the remaining portions of the parcel(s) or contract(s) to determine if the remaining portion meets the LCA requirements and these rules. If the remaining portion does not meet these requirements, the landowner or County will file for nonrenewal of the remaining portion of the parcel(s) or contract(s).

3. Cancellation

A landowner may request cancellation to terminate a LCA contract, but the cancellation will only be approved by the County under extraordinary circumstances as provided in the Government Code section 51280 *et seq.*

The County shall assess a cancellation penalty of twenty five percent (25%) of the unrestricted fair market value of the property after the LCA contract is no longer imposed on the property.

4. Public Acquisitions

LCA contracts may become void for land that is acquired by the federal, state or local governmental agency. The LCA in Government Code section 51290 contains policies and restrictions to avoid public acquisition of lands within agricultural preserves. State and local governmental agencies are required to refer proposals to acquire land within an agricultural preserve to the State Department of Conservation for its review and response prior to acquisition.

RECORDING REQUESTED BY:
County of Mariposa

WHEN RECORDED MAIL TO:
Steve Engfer
Planning Director
Mariposa County Planning Department
Mariposa CA 95338

Space Above This Line Reserved for Recorder's Use

CERTIFICATE OF TENTATIVE CANCELLATION OF A PORTION OF CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 18

In accordance with Article 5, Chapter 7, Division 1 of Title 5 (beginning with Section 51280) of the Government Code of the State of California, the Board of Supervisors of the County of Mariposa has granted tentative approval of a petition by Susan J. Lewis, Karen L. Simmons, Julie A. Fouch and Mark D. Scott, Successor Co-Trustees of the Water Scott Family Trust dated May 15, 1975, hereinafter referred to as LANDOWNER, for cancellation of a portion of California Land Conservation Act Contract No. 18 for Assessor Parcel Nos. 009-190-011, 009-190-012 and 009-190-013 totaling 225.46 acres.

LEGAL DESCRIPTION and MAP:

See attached Exhibit A and B

The petition for cancellation was accompanied by a proposal for a specific alternative use of the land, which has been approved by the Mariposa County Board of Supervisors by Resolution No. 25-xxx adopted by the County of Mariposa on the xxth day of September, 2025.

The Board of Supervisors of the County of Mariposa will, in accordance with Government Code Section 51283.4(b), within thirty (30) days of receipt of written notice from landowner that the conditions hereinafter set forth have been satisfied, make its determination whether or not such conditions are in fact satisfied and, if it determines that they are satisfied, will execute, by its Chair, a Certificate of Cancellation of that portion of the Land Conservation Act Contract covering the land described above and cause the same to be recorded.

The conditions which must be satisfied prior to execution of a Certificate of Cancellation by the Chair of the Board of Supervisors are as follows:

1. The "Certificate of Cancellation of Contract" shall not be recorded until the rezoning process of the subject property to TEZ has been successfully completed and is fully

effective. The effective date of the rezoning is 30 days following waiver of second reading and adoption of ordinance.

2. Processing fees and all public noticing costs, as determined by the Planning Department, and in accordance with the County fee schedule, shall be paid to the Planning Department.

If the landowner has been unable to satisfy the above conditions and contingencies, they shall so notify the County of Mariposa of the particular conditions which they are unable to satisfy. Within thirty (30) days after receipt of such notice, and upon a determination that the landowner is in fact unable to satisfy such conditions, the County of Mariposa Board of Supervisors, by its Chair, shall execute a Certificate of Withdrawal of this Certificate of Tentative Cancellation and cause such to be recorded.

STATE OF CALIFORNIA))
COUNTY OF MARIPOSA)) ss

I, Danielle Bondshu, Clerk of the Board of Supervisors of the County of Mariposa, do hereby certify that at a regular meeting of the Board of Supervisors of the County of Mariposa, held on the __ of September 2025, the forgoing Certificate of Tentative Cancellation was passed and adopted by the following vote, to wit:

AYES:

NOES:

ABSENT:

IN WITHNESS HEREOF, I have hereunto set my hand and affixed the official seal of the County of Mariposa this ___ day of _____, 2025.

By: _____ Date: _____
DANIELLE BONDSHU, Clerk of the Board

EXHIBIT A
(legal description)

EXHIBIT B
(map)

RECORDING REQUESTED BY:
County of Mariposa

WHEN RECORDED MAIL TO:
Steve Engfer
Planning Director
Mariposa County Planning Department
Mariposa CA 95338

Space Above This Line Reserved for Recorder's Use

CERTIFICATE OF CANCELLATION OF A PORTION OF AGRICULTURAL PRESERVED (LAND CONSERVATION ACT) CONTRACT NO. 18

WHEREAS, 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, owner of the property described herein, gave written notice of the cancellation of a portion of Land Conservation Act Contract No. 18 entered into between Walter and Virginia Scott and the County of Mariposa; and

WHEREAS, all of the conditions as established and set forth in the Certificate of Tentative Cancellation of a Portion of California Land Conservation Act Contract No. 18 executed by the Clerk of the Board of Supervisors for the County of Mariposa and recorded on the __th day of _____, 2025 in the Official Records of the County of Mariposa as Document No. _____ have been met; now

THEREFORE, said portion of Land Conservation Act Contract No. 18 as described is herewith cancelled.

LEGAL DESCRIPTION and MAP:

See attached Exhibit A and B

_____
ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

Date: _____

California Land Conservation Act No. 18 recorded in Volume ___ of Official Records. Page ___, Mariposa County Records.

The rezoning process of the subject property to TEZ has been successfully completed and is fully effective. Processing fees and all public noticing costs have been paid to the Planning Department.

State of California
County of Mariposa

On _____ before me, _____, personally appeared Rosemarie Smallcombe, personally known to me or proved to be on the basis of satisfactory evidence, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Name of Notary

Title of Document: Certificate of Cancellation of a Portion of Agricultural Preserve (Land Conservation Act) Contract No. 18

Date of Document: No. of Pages:

Other signatures not acknowledged: None

EXHIBIT A
(legal description)

EXHIBIT B
(map)

Timber Metrics, LLC

Kirby D. Molen

Registered Professional Forester #2313

P.O. Box 397

Auberry, California 93602

(559) 284-2997

kmolen@netptc.net

July 7, 2025

The Mariposa County Planning Department

RE: Timberland Preserve Conversion – Scott Timberlands

Mark and Christene Scott:

Thank you for the updated information regarding your proposed Line Adjustment Parcel Merger and the proposal to change the zoning to Timber Exclusive Zone (TEZ). I think I have a better understanding of what Mariposa County Planning Department is requesting.

I think the main question, is the current land associated with this application defined as timberland? As a Registered Professional Forester licensed in the State of California, I am very familiar with the land associated with your application. I will answer that question regarding the definition of timberland, however first some background on the property.

Background: The land in question has been used for the growing and production of timber since the Scott Family has owned it for many, many years. The land has grown conifer timber in the past and continues to grow timber to date. Timber from the Scott Lands and the surrounding parcels was used to supply the raw logs for the Scott Lumber Company which operated on site from the 1940's through the 1960's.

Several commercial timber harvests took place on the application parcels after the Scott Lumber Company closed during the 1970's through the 1990's. In 1996, a Non-Industrial Timber Management Plan (NTMP) was filed by me on behalf of the Scott Family. An NTMP insures the land produces commercial timber into perpetuity without the need to file a Timber Harvest Plan (THP) every time a commercial timber harvest is planned. The

NTMP was approved by the California Department of Forestry and Fire Protection (CalFire) on August 26, 1996.

The goal behind the NTMP is the need to balance harvest of timber with growth of timber so the land can produce a timber crop, essentially, forever. Part of the approval of the NTMP by CalFire was to produce timber growth modeling that shows that the growth and harvest will balance. The modeling used for timber growth estimates was a software program that met the approval of the California Department of Forestry. Measurements were taken on 273 plots throughout the ownership to determine the baseline volume per acre measured in MBF or Thousand Board Feet.

The Thousand Board Foot per Acre (MBF) that was determined by measurement of these plots resulted in **13.41 MBF per Acre** for Site II lands and **18.75 MBF per Acre** for Site I lands. The point taken from this information is that even after the previous harvests that took place on the timberland in question, at the time of approval of the NTMP by the California Department of Forestry, there was still a very health stand of conifer timber on the lands.

It must be noted for the record that several events took place within the past 20 years that have heavily impacted the timberland in question. The first is two wildfires that burned onto the property from the adjoining federal timberlands: the Carsten Fire and the Oak Fire. Secondly, there was a catastrophic bark beetle epidemic that was brought on by drought in 2013-2015. This drought heavily impacted Ponderosa and Sugar Pine trees on the property associated with this application. Much of this beetle activity came from outside of the timberland from the unmanaged National Forest Timberlands that adjoin the property. None of these catastrophic events were the fault of the existing landowner but the land had to bear the burden of the effects.

The Oak Fire of 2022 was extremely damaging to the existing stand of timber and resulted in significant mortality on portions of the ownership.

Current Conditions: Although I am very familiar with the timberland in question, I conducted a site visit inspection on June 25, 2025. The property associated with this application was reviewed in person and I observed the following:

1) Approximately 50% of the land associated with the application retained much of the original mixed conifer species associated with West Slope Sierra Nevada

timberlands, mainly Ponderosa Pine, Sugar Pine, Incense Cedar, and the occasional White Fir.

2) Of the 50% existing mixed conifer timber, in my estimation, it meets or exceeds the 10 MBF/Acre requirement required by the Mariposa County for Timber Exclusive Zoning.
3) Approximately 10% of the land in question is located in natural meadows, however these meadows are being encroached by conifer seedlings that will, in most likelihood, eventually convert the meadows to timberland through natural succession.
4) The remaining approximate 40% acreage is represented by lands heavily impacted by outside wildfires that burned much of the conifer stocking and seedlings. Currently much of this land is in brush species but there is evidence of conifer volunteer seedlings growing within the brush species.
5) The existing timber that is currently growing within the parcel in question is growing robustly and with vigor and is showing evidence of good moisture and nutrients in the soil.

Conclusions:

1) A significant portion of the land in question has a healthy stand of conifer timber that allows me to declare it Timberland under any definition including the that spelled out by the State of California Forest Practice Act Section 895.1 (Definitions)
2) Over time, the smaller meadows will probably be encroached by conifer seedlings and saplings adding to the amount of timberland in question.
3) Regarding the portions of land impacted by wildfires and beetle epidemics, this land will eventually become stocked with seedling, either by natural volunteers or through artificial planting by the landowner. There is a question whether these lands will meet CalFire stocking standards within 5 years without artificial planting, however over the long term, I believe this land will continue to grow conifers.
4) It is my final conclusion that the property in questions was Timberland in the past and will continue to be Timberland into the future, and therefore, available to be zoned as Timber Exclusive Zoning.

Respectfully Submitted:

Kirby D. Molen

Kirby D. Molen
California Registered Professional Forester #2313
July 7, 2025

Williamson Act/LCA Cancellation Application No. 2025-010

Timber Exclusive Zone Application No. 2025-011

Parcel Merger Application No. 2025-009

Lot Line Adjustment Application No. 2025-008

Board of Supervisor's Public Hearing

October 7, 2025

Applicants: 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

Project Summary

Williamson Act/LCA Cancellation Application proposes:

- immediate cancellation of a ***portion*** of Contract No. 18
- 225.46± acre property (including 3 separate parcels) (subject property)
- property is in Non-Renewal

Project Summary

Timber Exclusive Zone (TEZ) Application proposes:

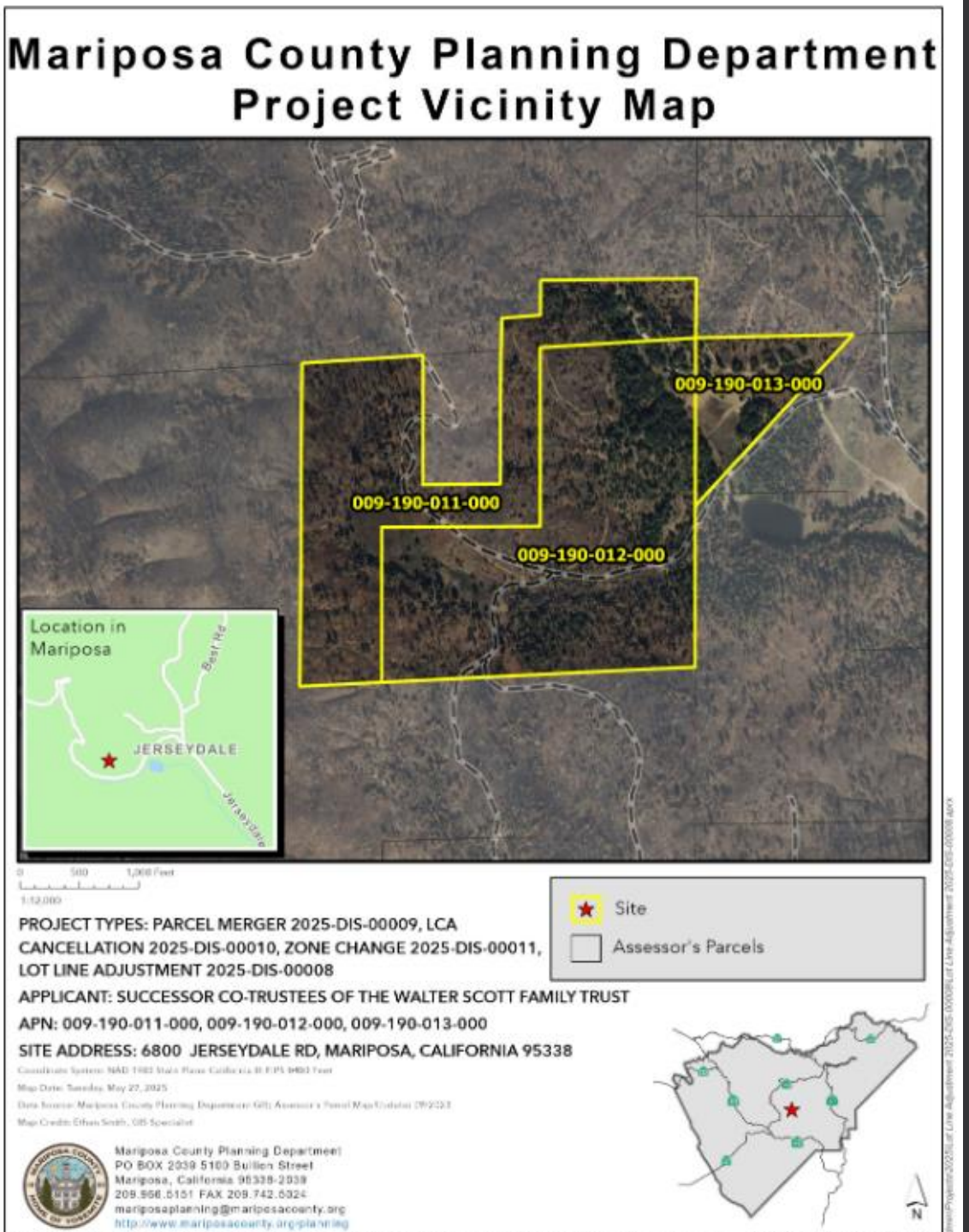
- Rezoning of subject property:
  - from the Agriculture Exclusive Zone (AEZ)
  - to the Timber Exclusive Zone (TEZ)
- TEZ is the proposed alternative use of property
- Cancellation and rezoning requests are based on
  - recent and historic use of the property for timber production
  - state law

Project Summary

- Parcel Merger (PM) Application proposes:
  - merge 2 of 3 existing parcels (118.88 ± acres + 20 ± acres = 138.88 ± acres)

- Lot Line Adjustment (LLA) Application proposes:
  - adjust boundary between 2 remaining parcels to create approximately equal sized parcels (113.35± and 112.11± acres)

- Merger and adjustment are to facilitate equal acreage distribution of subject property to two of the beneficiaries of The Walter Scott Family Trust



Vicinity Map

Existing Conditions

3 Parcels:

APN 009-190-011; 86.58± acres

APN 009-190-012; 118.88± acres

APN 009-190-013; 20± acres

Total acreage: 225.46± acres.

Site location: 6800 Jerseydale Road

Existing Conditions

APN 009-190-012 (118.88 acres) - 2 cabins, shed, 3 barns, mobile home, and well

APN 009-190-011 (86.58 acres) - carport and shop

APN 009-190-013 (20 acres) - undeveloped

BURNED AREA
FLASH FLOODS
FALLEN TREES
ROCK AND DEBRIS

Existing General Plan Land Use

Existing General Plan (GP) Land Use Classification: Ag-Working Landscape (AWL)

No change to GP Land Use is required for this project

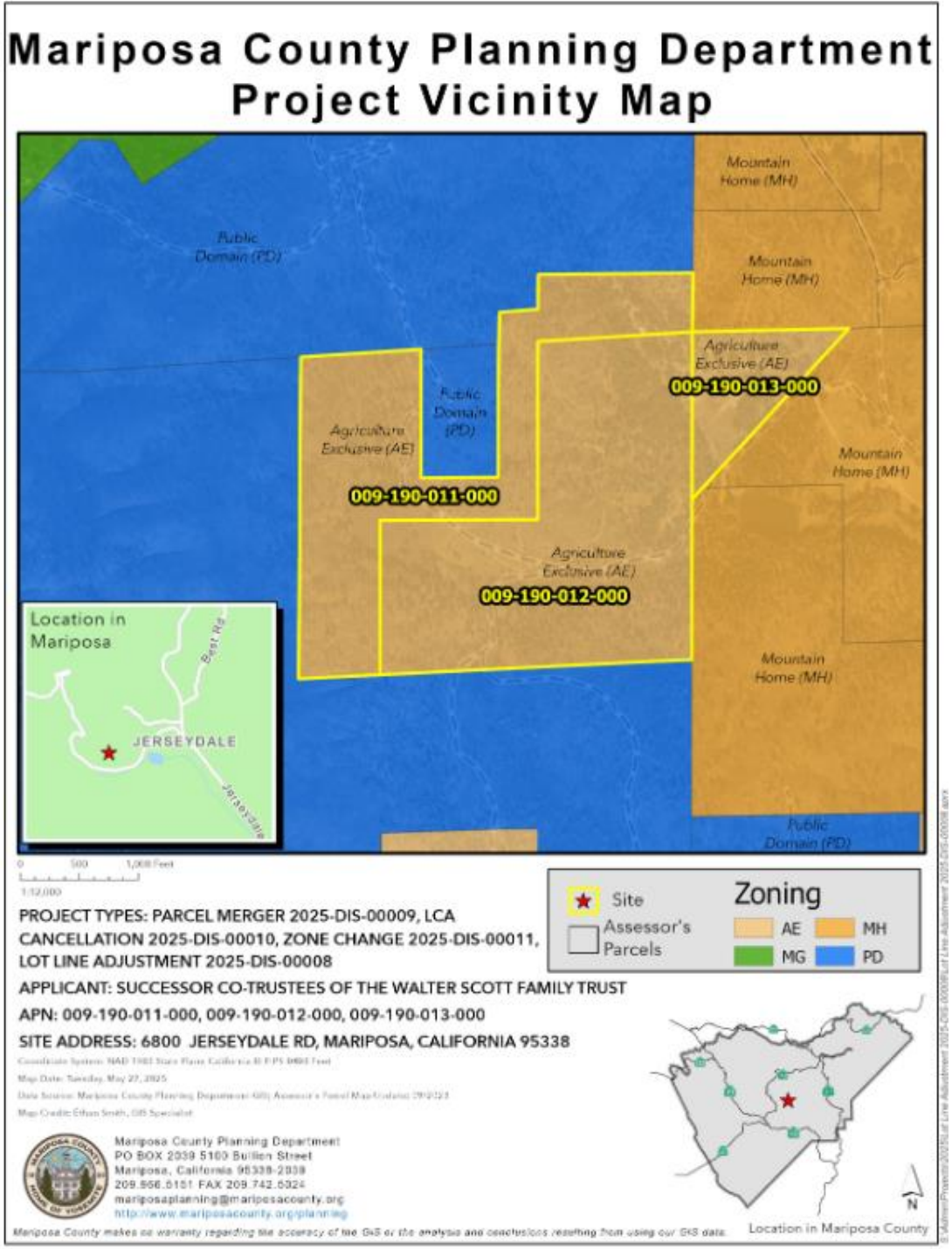
GP id's Timber Exclusive Zone (TEZ) as a consistent zoning district with the purpose of the AWL land use

Existing/Proposed Zoning

Existing Zoning: Agricultural Exclusive Zone (AEZ) (minimum parcel size for subdivisions 160 acres or legal quarter section)

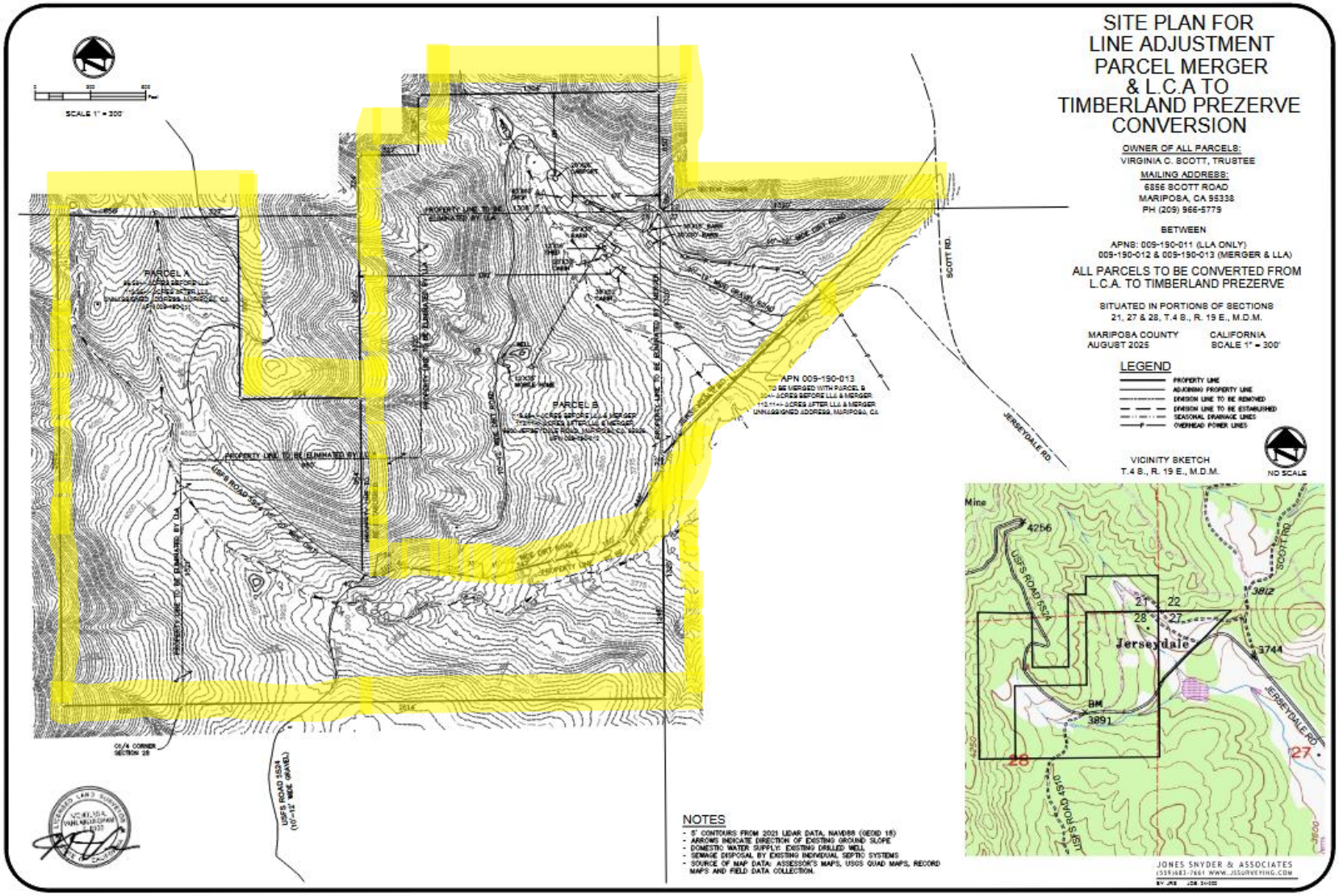
Proposed Zoning: Timber Exclusive Zone (TEZ) (minimum parcel size for subdivisions 40 acres or a legal quarter-quarter section)

Project parcels are all legally established, non-conforming sized parcels pursuant to current GP and Zoning provisions



Zoning Vicinity Map

Project Map – Proposed Parcel Configuration



Agricultural Advisory Committee

- Reviewed project
- Made recommendation for approval action to:
  - Planning Commission
  - Board of Supervisors
- Required because project involves LCA contract and because project involves rezoning from AEZ

Planning Commission

- Considered AAC input and public input
- Adopted resolution recommending environmental determination and project approval to Board of Supervisors
- Board action authority for project (concurrent processing)

AAC and PC

Recommendation for approval

- Finding project site is more appropriate for timber production zone ad program than commercial (grazing) ag zone and program
- Finding that timber production is an agricultural use (definitions in Zoning Ordinance)
- Finding that project doesn't require GP Land Use change
- Finding that project will not result in a loss of ag lands

Land Conservation Act

Land Conservation Act or Williamson Act - PURPOSE:

- preserve agricultural and open space lands
- by discouraging premature and unnecessary conversion to urban uses

Landowners voluntarily restrict their land to ag uses under 20-year rolling term contract with County

In return, restricted parcels are assessed for at significantly reduced rate (rather than potential market value)

Contracts are “rolling terms” - there are always 20 years remaining in contract (unless contract is non-renewed)

Contract 18

Project site is under LCA Contract 18, established in 1978, together with 1,318.72 acres in Hornitos…2 separate properties, managed together for grazing.

Notice of Non-Renewal was filed for JUST the subject property (Jerseydale) in 2017, effective January 1, 2018.

Contract on JUST the project site will expire on December 31, 2036.

The current LCA Rules establish significant restrictions for parcels which are smaller than 40 acres, as well as for parcels which are not currently used for commercial agricultural production.

Contract 18 – Biennial Reports

LCA Rules establish requirements for Biennial Reporting by property owners of contracted lands

Ensure continued compliance with the contract

Most recent report for the subject property (2023-2024 reporting period) identified severe fencing damage due to the Oak Fire in 2022 (destroyed fencing – impacting ability of property to be used for commercial agriculture)

Timber Exclusive Zone

Petition for LCA Cancellation is made so subject property can be rezoned and assessed and used for timber production (growing and harvesting of timber and compatible uses) instead of for commercial agriculture

Project site has historically been used for timber production

Zoning for project site proposed to be changed from Agriculture Exclusive Zone (AEZ) to Timber Exclusive Zone (TEZ)

Like LCA program, TEZ program provides for reduced taxes to property owners

TEZ program - established by state law

TEZ

- State law provisions for the LCA program established **before** the TEZ program
- State law reads:
- "A TPZ is a 10-year restriction on the use of land, and will replace the use of agricultural preserves (Williamson Act contracts) on timberland…"

TEZ

State law requires:

Parcel shall meet the timber stocking standards set forth in Section 4561 of the Public Resources Code and the forest practice rules adopted by the State Board of Forestry and Fire Protection…,

OR

Owner shall sign an agreement with the board to meet those stocking standards and forest practice rules by the fifth anniversary of the signing of the agreement

Recommended project condition

Staff, AAC and PC's Position

Staff, AAC and PC support applicants' requests:

- the replacement "program" (TEZ) is more appropriate for this acreage
- the replacement "program" (TEZ) will provide a long-term resource protection for the acreage
- the replacement "program" (TEZ) will ensure the use of the property remains for resource protection / use related activities.

CEQA Review

- Project eligible for exemption pursuant to:
  - General Rule (Common Sense) – "convert the LCA program on-site to the TEZ program" (both programs protect land from conversion to urban and subdivision uses; both programs are long-term resource protection programs that require resource production uses on-site)
  - Categorical Exemption – Parcel Merger and LLA (no changes in land use or increased density – project reduces number of parcels)
  - Staff prepared a Notice of Exemption for the project

Recommendation

The Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors:

1. Adopt a resolution approving the project with findings and conditions, including an environmental determination.

2. Waive the first reading and introduce and ordinance rezoning the project site from the Agriculture Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ).

3. There are many procedural steps which must be followed to complete the processing of these applications.

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: October 7, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING**: Waive the First Reading and Introduce an Ordinance Titled Amending the Mariposa County Zoning Map to Rezone Approximately 225.46 Acres of Land Located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ), 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

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RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Waive the First Reading and Introduce an Ordinance Titled Amending the Mariposa County Zoning Map to Rezone Approximately 225.46 Acres of Land Located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ), 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.

(This is the Ordinance to the preceding agenda item. Please see the preceding agenda item staff report for: Adoption of a Resolution Approving Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, Timber Exclusive Zone Application PLAN-DIS-2025-00011, Parcel Merger Application PLAN-DIS-2025-00009, and Lot Line Adjustment Application PLAN-DIS-2025-00008.)

BACKGROUND AND HISTORY OF BOARD ACTIONS

February 14, 1978. Board Resolution No. 78-15 Approving the Ag Preserve for LCA Contract Number 18 applicable to the subject parcels.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Approve with amendments; Negative Action would delay the project applications.

FINANCIAL IMPACT

No Planning Department budget action is a part of this request and the application processing fees are the responsibility of the applicant. Due to this, no financial impact was identified.

ATTACHMENTS

1. ORDINANCE

VOTE RESULT

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

(Not to be codified)

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP

WHEREAS, an application for a Timber Exclusive Zone (Zoning Map Amendment) was received on the 31st day of January 2025 from 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 to rezone approximately 225.46 acres of land located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ); and

WHEREAS, the Planning Commission held a duly noticed public hearing on Timber Exclusive Zone Application PLAN-DIS-2025-00011 on the 6th day of June, 2025 in accordance with State law and County Code; and

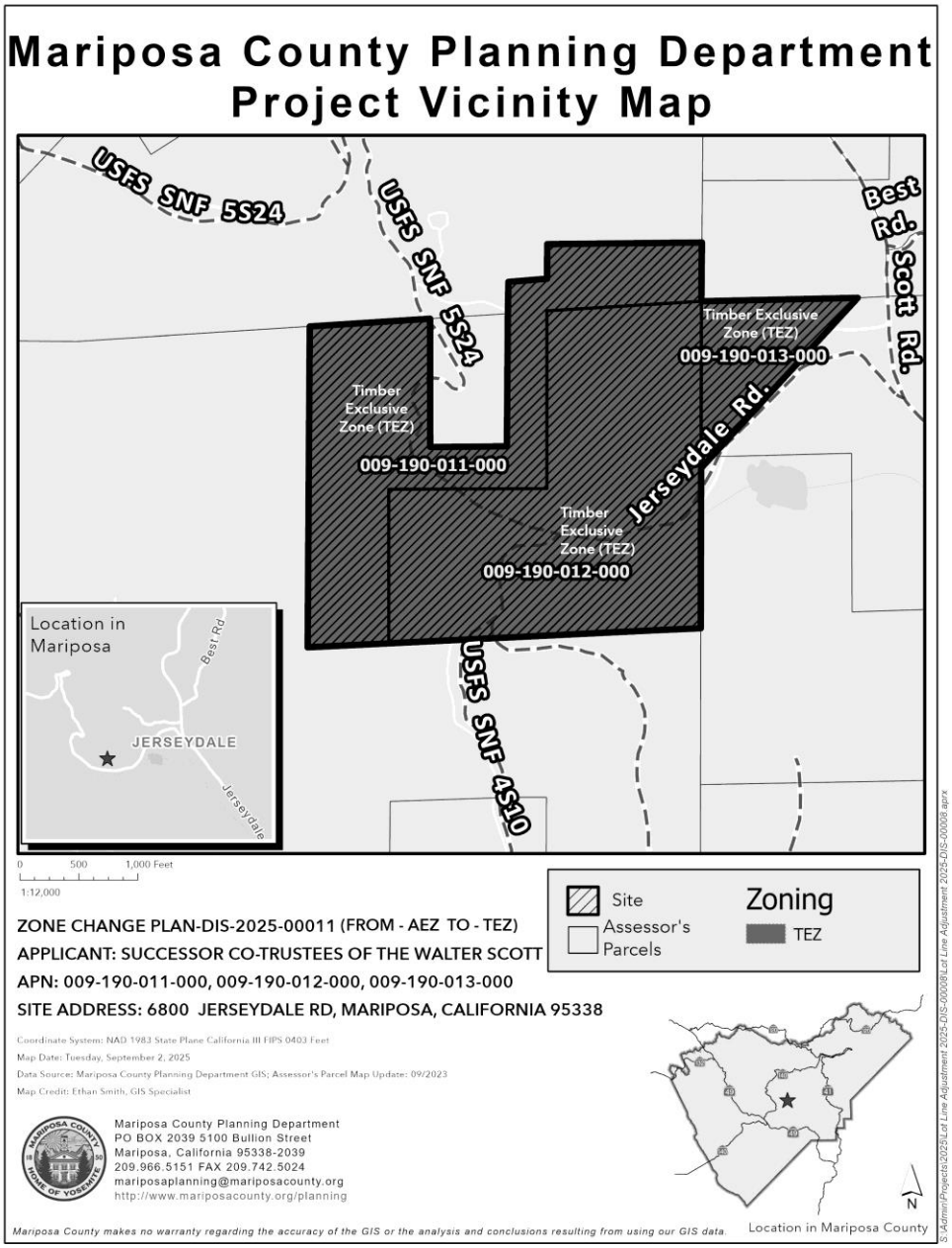
WHEREAS, the Board of Supervisors held a duly noticed public hearing on Timber Exclusive Zone Application PLAN-DIS-2025-00011 on the 7th day of October 2025 in accordance with State law and County Code; and

WHEREAS, findings for Categorial and Common Sense Exemptions were made in accordance with the California Environmental Quality Act (CEQA) and a Notice of Exemption has been filed for the project.

NOW THEREFORE BE IT ORDAINED, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, does hereby ordain as follows:

Section I: the Zoning Map for Mariposa County is amended to rezone approximately 225.46 acres of land including APN 009-190-011, APN 009-190-012 and APN 009-190-013 from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ) as follows:

Project Site Rezoned from AEZ to TEZ



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

PASSED AND ADOPTED on this 7th day of October, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Kevin Briggs
Interim County Counsel