Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
DECEMBER 5, 2023

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

Chair Menetrey 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
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge of allegiance.

C. Introductions

None.

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

Chair Menetrey noted that CA. 9 and CA. 10 require a 4/5th vote and read the items. He also noted J.4 and J.7 have been withdrawn from the agenda.

Public comment was received by Mike Brusa/Bear Valley resident he noted he was happy to see the consent agenda short. He commented on CA. 1, noting the immunity and relaxing of normal rules and regulations. He noted he has nothing against helping the homeless; his concern is that the government excuses itself from liability. He then discussed the issues with mandating the COVID-19 vaccine.

Steve Engfer/Planning Director, commented on CA. 11 and CA.13, thanking Karen Woblesky for her service on

the Code Compliance Advisory Committee (CCAC). He also thanked Ralph Mendershausen and Tara? for their service on the Merced River Trail Working group.

Supervisor Toso apologized for her phone ringing and asked a clarifying question on CA.9. In response to her question, Joe Lynch/Health and Human Services Agency Director, noted that part of the funding can go to assisting with rent assistance or remodeling to fit foster care needs. He noted that Mariposa County generally assists hundreds of individuals with rent a month.

Chair Menetrey commented on CA. 11, also thanking Ms. Woblesky for her dedication to the CCAC.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

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

CA3. **Clerk of the Board**

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October and November of 2023

CA4. **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

CA5. **County Counsel**

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

CA6. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with John C Fremont Healthcare District (JCFHD) for Cost of Services Provided by Zaks Security for an Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the MOU

CA7. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Tarzana Treatment Centers, Inc. for Governing Single Case Agreements for Adolescent Youths Requiring Substance Use Treatment Services; and Authorize the Board of Supervisors Chair to Sign the MOU and the Director of Health and Human Services Agency to Sign Subsequent Letters of Commitment/Single Case Agreements (Subject to Approval as to Legal Form by County Counsel)

CA8. **Health and Human Services Agency**

Approve First Amendment to Agreement with Infant Child Enrichment Services (ICES) Increasing the Amount by $115,000 for A New Amount Not to Exceed $200,000 for Childcare Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Health and Human Services Agency**

Adopt a Resolution of Intention to Approve Allocations for Housing Funds from the Housing and Community Development (HCD); and Approve the Budget Action Increasing Revenue and Appropriations in the Social Services Budget Receiving Unanticipated Revenue ($18,594) (4/5ths Vote Required)

CA10. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations in the New Fund 3625-403 Budget to Implement the Mariposa County Opioid Settlements Fund (OSF) Allocation to Provide Opioid Remediation Activities ($291,058) (4/5ths Vote Required)

CA11. **Planning**

Accept Resignation and Recognize the Service of Karen Woblesky on the Mariposa County Code Compliance Advisory Committee

CA12. **Planning**

Amend The Housing Programs Advisory Committee Appointment Expiration Dates for Kevin Spach and Dana Swarth from Terms Expiring September 12, 2026 to February 28, 2025 and February 28, 2026, Respectively

CA13. **Planning**

Accept the Resignations and Recognize the Service of Ralph Mendershausen and Tara Fouch-Moore on the Merced River Trail Community Working Group

CA14. **Public Works**

Authorize Public Works to Waive the Encroachment Permit Fee of $188 for the December 9, 2023, Coulterville Community Club Christmas in Coulterville Parade

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Ward/Cal Fire/Mariposa County Fire Division Chief, noted they are seeing an uptick in chimney fires. He reminded the Board and public that as one puts up Christmas trees and lights to be cognizant of where they are placed. He announced he would be sitting with six volunteer Firefighters, noting numbers are holding steady. He also announced on the Stateside on December 18th that Cal Fire will transition to base-level staffing, and Mariposa will enter their Amador agreement.

G. Public Comment on Non-Agenda Items

None.

H. Board Recognition

9:18 AM Chair Menetrey moved the Board and public into the lobby.

1. **Board of Supervisors**

   Dedication and Unveiling of the Tribute Plaque for Military and EMS Individuals
   (Reception with Refreshments to Follow Presentation)

Chair Menetrey read the dedication plaque and unveiled it to the public. Supervisor Forsythe spoke and gave the floor to Marvin Wells,/Resident/Veteran, who thanked the Board for dedicating this tribute. Comments were also received by Bob Johns/Veteran Services and Jeremy Briese/Sheriff.

9:26 AM Chair Menetrey recessed the Board for a refreshment break and reconvened at 9:36 AM.

Recess Board of Supervisors

9:36 AM Chair Menetrey recessed the Board meeting, and the Clerk of the Board read the Government Code 54952.3 announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

9:37 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

   Local Transportation Commission (LTC) to Adopt Technical Advisory Commission (TAC) Bylaws

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

AMENDMENT: Strike Roberts's Rules of Order and keep Rosenberg's Rules of Order.

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

2. **Public Works**

Approve Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) Funds for the Mariposa Transit Zero Emission Yard; and Authorize LTC, Executive Director to Submit Associated Application Paperwork

Jeannie Morvay/Clayton gave the staff report. In response to Commissioner Poe, Ms. Clayton noted this starts the process and will determine if Electric is capable of handling the County's needs.

Public comment was received by Jonathan Noel/Resident who asked if the County would be using solar to charge the electric cars. He also noted Biodiesel was an option.

Mike Brusa noted that complex systems cannot be planned. He noted it ends in an unforeseen situation or, worse, a disaster. He noted he has solar on his home and has not yet seen the long-term benefits.

Ms. Clayton noted, as stated in the Board item that the intent is to make a solar canopy for the fleet, most likely out by HHSA. In response to Commissioner Smallcombe, Ms. Clayton noted they intend to have routes to outlying areas to bring riders to the county seat and connect them to Yarts. In response to Commissioner Toso, she noted if an electric fleet doesn't work for the county, the solar yard can be used for public consumption.

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

Adjourn LTC

9:54 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:54 AM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Public Works**

Receive a Presentation by Fehr & Peers; and Adopt the Mariposa County Local Road Safety Plan

Shannon Hansen/Public Works Director, gave the staff report and turned it in to Rodney/Fhers, and Peers, who gave a PowerPoint Presentation. No public comment. Board discussion ensued.

RESULT: PRESENTATION HELD

2. **Fire**

Discussion and Possible Direction regarding Fire Responsibilities and Expectations of Health and Safety Fire Inspections Under the Current County Building Code

Steve Ward introduced the item, Jim Monty/Captain/Extra-Help Fire Inspector, and Patience Good/Fire Inspector. He noted the purpose today is to get the County in compliance with the Building/Fire code and have the Board choose the method.

Public comment was received by Mike Brusa, who noted several words such as liability came up. He discussed liability and discussed the assumption of individuals being able to sue. He noted that the County was a monopoly.

Jonathan Noel noted the Board should consider the recommendation made by the Chief and his staff, noting it's what's best for the safety of the residents, visitors, and business owners.
Board discussion ensued.

DIRECTION: The Board chose option 3, which directs staff to re-write the County Building Code specific to Fire, Life, and Safety with the specific desire of the Board of Supervisors to outline those requirements to have an inspection. This means removing the acknowledgment of the State Health and Safety/Fire Code within the Building Code and re-writing a new county-specific code regarding general operation and permits required. The Board chose to go with the recommended highlighted attachments.

RESULT: DIRECTION GIVEN

3. **Administration**

Approve the Allocation of an Additional Accountant I/II Position in the Auditor Department Effective Immediately

11:00 AM Chair Menetrey recessed for a brief break and reconvened at 11:06 AM.

Kevin Andrews/Human Resources Administrative Analyst, gave the staff report.

Public comment was received by Jonathan Noel, who asked what the salary was for this position.

In response to Supervisor Forsythe, Luis Mercado,/Auditor, noted this will help his office get caught up and noted they have outside auditors scheduled to come in to assist with the FY21/22 audit.

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

4. **Administration**

Approve the Allocation of an Administrative Analyst I/II Position in County Counsel's Office Effective December 1, 2023, with an Expected Salary at the Administrative Analyst II Step 4 level ($83,566.08); Remove the Legal Secretary I/II Allocation from County Counsel's Office; Approve Updated Job

Descriptions for the Legal Executive Assistant and Administrative Analyst I/II

RESULT: WITHDRAWN

5. **Administration**

Approve Amendments to the County Purchasing Policy

Dallin Kimble/County Administrative Officer gave the staff report. No public comment.

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

6. **Administration**

Approve Amendments to the Travel and Expense Reimbursement Policy

Dallin Kimble gave the staff report. No public comment.

In response to Supervisor Smallcombe, Mr. Kimble read off what could be purchased. In response to Supervisor Poe, Mr. Kimble noted the per diem rates are currently negotiated.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
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

7. **Administration**

PUBLIC HEARING: Authorize the Board of Supervisors to Open the Sealed Bids Received for the Approximately Ten Acres of Real Property at 2975 and 2985 Bear Valley Road in Hornitos; Accept or Reject the Highest Bid to Purchase the Property; Approve the Purchase and Sale Agreement; and Authorize the County Administrative Officer to Execute all Documents Necessary to Complete the Sale (Subject to Approval as to Legal Form by County Counsel)

RESULT: WITHDRAWN

8. **Administration**

Approve an Agreement to Purchase Approximately 0.94 Acres of Real Property at 10304 Fiske Road in Greeley Hill, California; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Needed to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble gave the staff report. No public comment.

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

SECONDER: District IV Supervisor Wayne Forsythe

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

9. **Administration**

Receive a Presentation about Grants and the Work of the Grants Analyst

Dallin Kimble expressed the appreciation and momentum the county has seen for grants.

Will Fassett/Former Grant Analyst/Community Development Planner gave the PowerPoint Presentation.

Leigh Westerlund/Assistant County Administrative Officer, emphasizes how important grants are to the success of Mariposa County. She noted HHSA is the poster child for "you have to spend money to bring in money". She gave Mr. Fassett kudos.

Public comment was received by Mike Brusa, who commended the individuals working on grants as he considers them a clawback from the monies sent to the State and Federal Governments. He noted there is a dark side to grants as they contribute to financial collapse.

Board discussion ensued. Kudos were given by Supervisors Smallcombe, Toso, Forsythe, and Poe.

RESULT: PRESENTATION HELD

K. Closed Session

11:52 PM Chair Menetrey read the closed session items. no public comment.

11:53 PM Chair Menetrey recessed the Board into closed session after board information was received by Supervisor Toso.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

L. Board Information

Information received.

M. Adjournment

1:36 PM Chair Menetrey reconvened and noted that for both closed session items, information was received and directions were given.

1:36 PM Chair Menetrey adjourned in memory of Jocelyn Eloise Walter and Virginia F. (Newell) Jacobowitz.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-631

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-632

MEETING:	December 5, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve an Agreement with CSG Consultants for Building Department Services ($70,000) for a Wide Range of Contingent Staffing; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

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

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

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

ATTACHMENTS

1. CGS_Contract_Files_v2

VOTE RESULT

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

AGREEMENT FOR CONTRACTED BUILDING DEPARTMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of_____, 2023 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and CSG Consultants, Inc.. hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on November, 15, 2023 through and including November 14, 2026 . This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Building Director is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

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

3. COMPENSATION

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

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

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

COUNTY:
County of Mariposa
Bullion
P.O. Box 99
Mariposa, Ca 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Cyrus Kianpour, President
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO LEGAL FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

CSG CONSULTANTS

Employee-Owned

Exhibit A
Scope of Work and Cost Proposal

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

www.csgengr.com

September 25, 2023

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

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

Dear Mr. Ferbrache,

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

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

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

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

Sincerely,

Cyrus Kianpour, PE, PLS
President

Fee Schedule

BUILDING, CODE ENFORCEMENT & FIRE PREVENTION SERVICES

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

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

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

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

CSGCONS-01 ABONE

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Audrey Bone PHONE (A/C, No, Ext): (619) 849-3925 FAX (A/C, No): E-MAIL ADDRESS: Audrey.Bone@alliant.com
INSURED CSG Consultants, Inc. 550 Pilgrim Dr Foster City, CA 94404	INSURER A : Fireman's Fund Insurance Company — NAIC # 21873 INSURER B : American Automobile Insurance Company — 21849 INSURER C : National Surety Corporation — 21881 INSURER D : Pacific Insurance Company, Limited — 10046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County, its officers, officials, employees, and volunteers are to be covered as additional insureds in respect to General Liability. General Liability and Auto Liability coverages are Primary and Non Contributory. A 30 day Notice of Cancellation applies to General Liability, Auto Liability and Professional Liability when required by written contract. A Waiver of Subrogation applies to General Liability, Auto Liability, Workers Compensation and Professional Liability when required by written contract.

CERTIFICATE HOLDER

County of Mariposa
PO Box 99 Mariposa
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October and November of 2023

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software License Agreements Entered into by the CAO (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received and Processed in October and November of 2023.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software License Agreements Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Software as a Licence Report 12-5-23**

VOTE RESULT

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

Software Report

Board Agenda Item for December 5th 2023

Contractor	Amount	Term	Service	Department
eCivis Inc	$3,000	10/01/23 to 9/30/24	eCivis Grants Network Software Subscription	Admin
Adobe VIP	$38,059	11/5/23 to 11/4/24	Adobe VIP Account Renewal	Admin
QSI 2011 Inc	$20,000	7/24/23 to 7/23/26	Software License Services and Support	Building

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.
Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **10-10-23 IHSS Advisory Committee Meeting - Minutes**
2. **2023 Safety Comm Mtg Minutes 10-12**
3. **231006 PC Final Minutes**
4. **231020 PC Final Action Summary Minutes**
5. **231103 PC Minutes - FINAL**
6. **COA Minutes - 10.25.2023**
7. **Law Library Mins 10-19-23**
8. **MCFAC - 2023-10_Minutes**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

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

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, October 10th, 2023

Members Present: Darlene Miles, DH, Mark Pina & Mary Wilson

Members Absent: Eva Adams

Union Representative(s): N/A

Staff Present: Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): N/A

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:36PM by Chair DH. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A
2. Approvals:
    a. October 10th, 2023 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary with a second by Darlene, to approve the October 10th, 2023 agenda.
    b. September 11th., 2023 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Darlene, to approve the September 11th, 2023 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. N/A
5. Updates
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. UCLA held a seminar on their CA health information survey Database. Encourages us to look. 35,000 Californians contacted. Made sure to reach all different populations regardless of barriers. identified increased needs for MH services.

ii. CA department of aging held a meeting last week about closing in on the end of the CA 2030 Steering Committee. Provided 5 different preliminary recommendations, 10 more coming at next meeting. Will have a long meeting on 10/25/23. The current question is about other sources of funding, finding more communication channels, how to establish better outreach and more coordinated messaging. Rosemarie will send the recommendations to Jason who will disburse to the committee.

iii. Held discussion around the County Organized Health System (COHS.)

iv. Discussed mobile clinic options in Mariposa.

b. Christy – IHSS:

i. Christy was absent from this meeting.

c. Janet – Public Authority:

i. Explained the Mariposa County Information Exchange (MCIE) and discussed how it can help consumers, it went live 10/2/23.

6. Financial Update: Tabled until November meeting.
7. Next Scheduled Meeting Date: November 13th, 2023
8. Adjournment: @ 2:35 PM

Mariposa County Safety Committee Meeting
Minutes –October 12, 2023

Attendance: Yvonne Anthony – Public Works Department
Julie Brown – UC Cooperative Extension
Steven W. Dahlem – County Counsel/Risk Manager
Chris Ferbrache- Administration/Human Resources
Erick Hanneman – Health & Human Services Agency
Matt Johnson - Library
Brad Jouett – Public Works Department
Jeff Kreis – Technical Services (Guest)
Brenda Leavy – EZ Tel (Guest/Presenter by Telephone)
Lynn Mattos – Administration
Anthony Rios – Technical Services (Guest)
Matthew Rouse – Auditor's Office
Rosemarie Smallcombe – Board of Supervisors
Wes Smith – Sheriff's Office
Steve Ward – County Fire

Absent: Ryan Oliphant-Probation
Danette Toso – Board of Supervisors

Meeting was opened by Erick Hanneman at 3:00 p.m.

The meeting minutes of August 24, 2023 were approved with a motion offered by Steve Dahlem and a second by Brad Jouett. Ayes: Unanimous.

Anthony Rios opened the discussion regarding telephone options that would allow departments to support evacuation events. He began by introducing the Revolution Notification Software with a short video overview and then a call was placed to Brenda Leavy with EZ Tel to discuss all of the options available to the County with the Mitel phones. After receiving information regarding some of the options available it was agreed that the Committee was seeking a simple solution that would require a single button, if possible, with the option of looking at the more sophisticated features that the Revolution Notification Software offers at a later date. Anthony advised Brenda and her associate Shaun that he and the Committee planned to explore other solutions within our current technological abilities and thereafter possibly reach out to Brenda and Shawn for a demonstration of the Revolution Software. The phone call ended and other options such as Nixel and Paging were discussed as possibilities. Anthony advised that he wants to perform a test run on some of his ideas and also work with Brenda to discover what our limitations are and then report back at the next meeting scheduled for November 16th. Wes advised that he believes there is technology available that various schools are using that allows each teacher to activate an evacuation through application driven software. He advised that it costs approximately $20,000 per campus but believes that it could be modified for our purposes. Anthony discussed the possibility of applying for grant money to pay for the type of system that Wes was describing. Matt Johnson asked how these potential options will affect the Library since they have not received Mitel phones yet. Anthony believes he has a solution for that, and he and Jeff will also be working on some out of the box options for the countywide issue and will report back at the next meeting.

Erick Hanneman asked if anyone had a safety issue to discuss and Rhonda Scherf mentioned that the Auditor's Office and Public Works Office are still concerned with the lack of access control and may be looking to move forward with addressing the issue instead of waiting for the countywide access control project since it does not have a definitive timeframe for commencement yet. Anthony advised that since countywide access control is coming, his recommendation would be to install key fobs instead of key pads to align with the forthcoming countywide access control plan.

Erick Hanneman announced that the next quarterly meeting is scheduled for Thursday, November 16, 2023 at 3:00 p.m.

Meeting adjourned at 4:12 p.m.

Respectfully submitted,

Rhonda Scherf
Legal Executive Assistant to County Counsel

Mariposa County

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

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

PLANNING COMMISSION
FINAL ACTION SUMMARY MINUTES
OCTOBER 6, 2023

A. Call to Order and Roll Call

Chair McCamman called the meeting to order at 9:04 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I Commissioner	Present	9:13 AM
Warren Gray	District II Commissioner	Present	9:00 AM
Mick Herman	District III Commissioner	Present	9:00 AM
Deni Smith	District IV Commissioner	Present	9:00 AM
John McCamman	District V Commissioner	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Herman led the pledge.

C. Public Comment on Non-Agenda Items

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

Public comment was received by None.

After Chair McCamman closed public comment, he noted that agenda item F.1. Short Term Rental Study (STR) Update Presentation will be deferred to the next Planning Commission meeting on October 20, 2023, due to excused staff.

Recess was taken at 9:10 AM and the meeting was reconvened at 9:13 AM upon the arrival of Commissioner Baggett.

D. Approval of Minutes

1. Planning Commission - Regular Meeting - September 15, 2023

By motion of Commissioner Smith , seconded by Commissioner Baggett, the Planning Commission approved the minutes of September 15, 2023 as presented.

RESULT:	(5 - 0)
AYES:	4 Baggett, Gray, Smith, McCamman
NOES:	0
ABSTAIN:	1 Herman
EXCUSED:	0

E. Public Hearing

1. PUBLIC HEARING: General Plan/Zoning Amendment (GP/ZA) Application No. 2020-096; Site Plan Review Application No. 2023-064

McCamman opened the Public Hearing and introduced Steve Engfer, Planning Director to present the item.

Before Engfer started the presentation, Herman commented that he would like to propose a continuance of this item to the next meeting to allow time for him to visit the site and fully understand the project in terms of the public's interest and value.

McCamman commented that we still need to go through with the public hearing today but will consider Herman's request.

Engfer, presented the item along with a PowerPoint presentation. At the end of the presentation Engfer stated that an additional public comment came in on October 5, 2023, which was made available to the Planning Commission and was available at the back table for the public.

Due to technical issues the meeting was paused at 9:37 AM and reconvened at 9:40 AM.

Engfer continued with the presentation.

Recess was taken at 10:11 AM and the meeting was recovened at 10:22 AM.

McCamman opened the public comments.

Public comments were received from Ken Leblanc/Owner and Founder of Yosemite Scenic Wonders; Dave Deto/Yosemite West Property Owner; Jeff Hornacek/Agent for the project; Ted Williams/ Yosemite West Property Owner; Debra Kroon/Yosemite West Property Owner; Robert Kroon/Yosemite West Property Owner; Brenda Ostrom/Resident and Business Owner; Lori Hershman/Yosemite West Property Owner; Corinne Dedini/Campus Director for Nature Bridge and Tiffany Gleason/General Manager for Scenic Wonders and James Lopez/Co-General Manager from Scenic Wonders.

By Motion of Commissioner Baggett, Seconded by Commissioner Smith, The Planning Commission adopted a resolution recommending that the Board of Supervisors adopt a resolution adopting a Mitigated Negative Declaration and approved General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 as amended by Planning staff with findings, conditions, mitigation measures, and mitigation monitoring program, and adopt an ordinance amending Title 17, Mariposa County Zoning Ordinance, to add a new chapter called Yosemite West Mixed-Use Zone pursuant to General Plan/Zoning Amendment Application No. 2020-096 and adopt an ordinance amending the Mariposa County Zoning Map to change the zoning on APN 006-150-003 from Rural Residential to the Yosemite West Mixed-Use Zone.

RESULT: (4- 0)
AYES: 4 Baggett, Gray, Smith, McCamman
NOES: 0
ABSTAIN: 1 Herman
EXCUSED: 0

Recess was taken at 12:08 PM and the meeting was reconvened at 12:15 PM.

F. Presentations

1. Short Term Rental Study (STR) Update Presentation

McCamman deferred due to the absence of staff. Continuance to October 20, 2023 meeting.

G. Commissioner Reports

None.

H. Information Items

1. Planning Director Updates - Current PC Level Projects and Development Code Project Update

Steve Engfer presented the Planning Commission Level Applications and Development Code Projects with a visual of the draft wording of the development code.

I. Future Agenda Items

None.

J. Adjournment

There being no further business the meeting was adjourned at 12:30 PM.

Respectfully submitted,

JOHN MCCAMMAN, Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

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Mariposa County

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

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

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
OCTOBER 20, 2023

A. Call to Order and Roll Call

Chair McCamman called the meeting to order at 9:00 A.M.

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

B. Pledge of Allegiance

Commissioner Gray led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda. There was no public comment received.

D. Approval of Minutes

1. **Planning Commission - Regular Meeting - October 6, 2023**

By motion of Commissioner Herman, seconded by Commissioner Smith, the Planning Commission approved the minutes of October 06, 2023, as presented.

RESULT: (5- 0)

AYES: 5

NOES: 0
ABSTAIN: 0
EXCUSED: 0

E. Presentations

1. Short Term Rental Study (STR) Update Presentation

Planning Director, Steve Engfer, introduced presenter Ben Goger, in his new role as Senior Planner. Goger then presented the Short Term Rental Study (STR) Update.

There was a discussion amongst the Commissioners, Planning Staff and Public Comment was received by Jim Evans.

Understanding the complexity of the current housing situation, the Commissioners requested that Goger include for discussion the following topics when the item goes back before the Board of Supervisors for review and discussion:

- Possible incentives (permits, taxes, infrastructure) for those to develop new housing for ADUs and Workforce

- Ready to go Pre-Reviewed Building Plans

F. Commissioner Reports

None.

G. Information Items

1. Planning Director Updates - Housing Programs Advisory Committee & Housing Element 2024 Update, Pre-Reviewed Construction Plans Project aka “Master Plans" update.

Goger provided information regarding:

- Housing Advisory Committee
- Housing Element (update due next summer)
- Master Building Plans, ADU Plans

Public Comment was provided by Jim Evans.

H. Future Agenda Items

Engfer stated that while there are no public hearings scheduled for the next Planning Commission Meeting that future agenda items may include:

- GIS Presentation
- Tyler Permitting System Implementation
- Project Site Visits

I. Adjournment

There being no further business the meeting was adjourned at 10:30 A.M.

Respectfully submitted,

JOHN MCCAMMAN, Chair
Mariposa County Planning Commission

CAROL SUGGS, Secretary
Mariposa County Planning Commission

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Mariposa County

Mariposa County MINUTES of the Planning Commission
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ART BAGGETT	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN, CHAIR	**DISTRICT V**

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
NOVEMBER 3, 2023

A. Call to Order and Roll Call

Chair McCamman called the meeting to order at 9:01 A.M.

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

B. Pledge of Allegiance

Commissioner McCamman led the pledge.

C. Public Comment on Non-Agenda Items

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

There was no public comment received.

D. Approval of Minutes

1. Planning Commission - Regular Meeting - October 20, 2023

By motion of Commissioner Smith, seconded by Commissioner Baggett, the Planning Commission approved the minutes of October 20, 2023 as presented. Motion Passed.
RESULT: (3- 0)
AYES: 3 Baggett, Smith, McCamman

NOES: 0
ABSTAIN: 0
EXCUSED: 2 Gray, Herman

E. Presentations

1. Community Design and Development Projects Update Presentation

Planning Director, Steve Engfer, introduced the Planning Staff, Senior Planner, Ben Goger and Community Development and Design Planner, Hannah Harrison, who presented the projects along with a PowerPoint presentation for the following Community Design and Development updates:

- Mariposa Creek Parkway
- Agricultural & Working Lands Conservation Plan
- Working Lands, Working Artists
- Mariposa Gateway Enhancements
- Merced River Trail

2. Development Services Permitting Software Project Update Presentation

Engfer briefly explained the Tyler project, which is the implementation of the new county permitting software and introduced Senior Planner, Corrina Miranda and Planner II, Sarah Hughes who provided a demonstration on the Tyler interface.

There was a discussion amongst the Commissioners and Planning Staff regarding Tyler software.

F. Commissioner Reports

None.

G. Future Agenda Items

Engfer stated that the overview of the Planning Advisory Committees, GIS system update will be on the agenda for the November 17, 2023 meeting.

McCamman requested an action item be placed on the November 17, 2023 agenda for the Planning Commission for discussion and a formal recommendation to the Board of Supervisors regarding the possible elimination of the 3 bedroom restriction for transient occupancy facilities and consideration of the potential increase in Transient Occupancy Tax revenue to the General Fund as an offset to allow increase in County funding allocations to support housing opportunities, such as the Housing Trust Fund. Miranda offered to invite the Building Director, Debra Willis, to the meeting. Engfer to prepare a resolution for formal recommendation to the Board of Supervisors.

Baggett requested an update to the pre-approved Accessory Dwelling Unit Plans at the November 17, 2023 meeting.

H. Adjournment

There being no further business the meeting was adjourned at 10:09 A.M.

Respectfully submitted,

-

_____
JOHN MCCAMMAN, Chair
Mariposa County Planning Commission

_____
SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

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Commission on Aging of Mariposa County

Post Office Box 99 / 5362 Lemee Lane Mariposa,

CA 95338

MINUTES

(DRAFT)

Wednesday, October 25, 2023

IN-PERSON MEETING

Location:

Mariposa Conference Room

Health & Human Services @

5362 Lemee Lane, Mariposa, CA 95338

1. **Call to order and Introductions:** Completed at 10:10 AM by Linda Pribyl, Recording Secretary.

    a. **HHSA Staff Members -** Jason Allen, Terri Peresan, Lydia Arre

    b. **Voting Members Present –** Candy O'Donel-Browne**,** Don Fox, Nina Rhodes & Linda Pribyl

    c. **BOS Representative** – N/A

    d. **Guests –** Lindsay Burtle

    e. **Absent:** N/A

2. **Public Comments:**

a. Andy Carter and April Hawley provided a presentation on the Community Information Exchange (CIE) program. The program has been rolled out internally at Health and Human Services in October, waiting on legal counsel to be able to onboard community partners. The main goal is to improve and streamline referral processes and mitigate the need for a client to restate their situation multiple times to different workers.

3. **Rosemarie:**

a. Rosemarie was absent but will be sending information for Jason to distribute.

4. **Position Elections:**

a. Tabled to January meeting

5. **Approval of July 26, 2023 Minutes: (Attachment A)**

a. By unanimous vote, the committee approved the motion of Don with a second by Candy, to approve the minutes of July 26, 2023.

6. **Americans With Disabilities Act (ADA):**

a. Don mentioned that not much has been reported. The contract to survey the county ADA compliance has come and gone. Don says he will reach out to Matt Hespenheide for more information and will make a draft of an article to post in the Gazette to recruit people with disabilities for an ADA compliance committee.

7. **Senior Center Program Manager Report:**

a. Senior firewood program starting up again. Will be at the landfill weekly on Mondays 9AM – 11AM starting 10/30/23. For those 60 years of age with low income. Clients can learn about income limits and sign up at the Senior

center. Must have a truck or small trailer. One can also be enrolled in LIHEAP simultaneously.

b. Coulterville has a separate wood program run by SCOPE, age limit is 65 but has no income limit, Kim Cotner is the contact.

c. In October, started monthly veterans' breakfast on the second Wednesday of each month.

d. Two new silver sneaker exercise programs started, yoga on Fridays and Boom Dance on Tuesdays.

e. A12AA HICAP representative available to meet with clients on Mondays 12P-4P, must call Area 12 to set up an appointment.

f. Starting work on multigenerational holiday gifts for homebound clients.

g. Received majority of new kitchen equip purchased through a grant. Working on getting delivery trucks.

h. Work started on generator and freezer pad outside of the senior center yesterday.

i. Transportation funds are 47% utilized for FY 24 already. Services will not stop when funds run out.

j. Coulter café program still going strong, 286 participants enrolled, serving around 113 meals per month. Approximately 36% of funding utilized for FY 24.

k. Reported numbers on congregate meal stats.

8. Adult & Aging Deputy Director Report:

a. No updates.

9. Commissioners' Reports:

a. D1: N/A

b. D2: A12AA put a client kiosk in the Gazzola building in Coulterville. The building does not currently have set hours, though it is being assessed and hours will be posted / shared soon.

c. **D3:** N/A

d. **D4:** Reminder given about ethics training and making sure commission members are up to date. Jason offered to send the link to all who need it.

e. **D5:** N/A

f. **At-Large:** N/A

10. **Old Business:**

    a. **Status of Proposed Updates to the COA Bylaws:**

        i The commission by unanimous vote approved the motion of Nina with a second by Linda, to approve the updated bylaws.

11. **Adjournment:** @ 11:30AM

12. **Next Scheduled Meeting:** January 24, 2024 @ 10AM

Minutes – Board of Law Library Trustees Meeting
October 19, 2023

Meeting commenced at 11:02 a.m. in the Law Library of the Courthouse.

Present were Judge Michael Fagalde, Judge Anita Bryant, Steve Dahlem, County Counsel; Walter Wall, District Attorney; Matt Johnson, County Librarian; Rhonda Scherf, Legal Executive Assistant to County Counsel; and Rena Harrison, President of the Local Bar Association (guest).

Steve Dahlem introduced Rena Harrison as the new President of the Local Bar Association and advised that his office was preparing a Board of Supervisors agenda item to appoint her as a member of the Law Library Trustees Board.

Steve Dahlem asked if anyone had any questions or concerns regarding the draft meeting minutes of July 20, 2023 and there were none. A motion to approve the minutes was made by Judge Fagalde with a second by Judge Bryant. Ayes: Judge Fagalde, Judge Bryant, Steve Dahlem, Matt Johnson, and Rhonda Scherf. Walter Wall abstained.

Matt Johnson presented a report containing information relative to the number of times each book had been checked out, which books were allowed to be checked out by Mariposa County residents only, and which books could only be checked out for a specific number of days based on a greater number of checkout. Discussion was held regarding books that were purchased from filing fees. It was agreed that these books should be "holds protected", which means that they will only be able to be checked out by Mariposa County residents. There was further discussion regarding marketing the law library materials on social media and on the County's website for better awareness of the availability of law library materials.

Steve Dahlem asked Matt Johnson to explain who the consortium is that the Library belongs to and how it works. Matt explained that the library consortium is the San Joaquin Valley Library System (SJVLS) and it is made up of librarians from Mariposa, Merced, Tuolumne, Kings, Fresno, and Kern counties and funds the Library's Wi-Fi free to patrons, allows patrons from all of these counties to request books that are not in their library, and provides great support and networking among the consortium members.

An update on the use of the Westlaw computer was provided by Matt Johnson. He presented a report generated from Westlaw that provided the amount of usage by patrons as well as what materials were reviewed most. He advised that by both observation and the number of patron inquries to be directed to the computer terminal by staff that it is being utilized frequently. The Trustees expressed their appreciation for the reports and for all of the efforts that the Library staff to make these resources available to the public.

Matt Johnson advised that the Friends of the Red Cloud Library are interested in paying for the Westlaw subscription service to be available for residents on the northside of the county. Following discussion, the Trustees asked Matt Johnson to reach out to his Westlaw representative to obtain the cost of adding additional users to the current Agreement, which would allow any or all of the other library branches to offer this service to their patrons. The Trustees agreed that there were funds in the Law Library Trustees budget to at least assist or possibly even pay for the law library research services for all of the Library branches thereby

extending these services to the entire county. Mr. Johnson advised that he would prepare another report to share at the January Law Library Trustees meeting.

Discussion was held regarding the next scheduled Law Library Trustees meeting scheduled for January 18, 2024 at 11:00 a.m. in the Law Library of the Courthouse.

There being no further business, the meeting adjourned at 11:39 a.m.

Respectfully submitted,

Rhonda Scherf,
Law Library Trustees Secretary

Mariposa County Fire Advisory Committee
October 18th, 2023

1. **Roll Call – Secretary**
   Russ Marks, Steve Ward, Aanthony Lerma, Hannah Harrison, Will Fassett, Barbara Cone, Lacey Sharp, Wayne Forsythe, Erin Capucino, Melinda Barrett, John Patton, Alison Deak, Raini Patterson, Christina Decko, Danette Toso, Wes Smith, Raquel Sandoval, Dan Buckley, Glenn Cahill

2. **Approval of Minutes: September 20, 2023**
   Revisions – Replace "Ranger" with "Ford utility truck" in updates from County Fire.

   Motion by John Patton, Second by Melinda Barrett, Approved unanimously
   Abstained by Wes Smith and Russ Marks

3. **Public comments - for non agenda items, speakers may be limited to 3 minutes.**
   Max Ginsberg, Midpines resident – Wanted to bring attention to MCFAC about the conditions of the dirt portion of Colorado Roadd between Hwy 140 and Whitlock Rd. During the Oak fire, there was gridlock traffic and it could have resulted in causalities if the fire shifted direction. It is too narrow, not maintained, and trucks other than pickups have difficulty traveling on it.

   This was taken under advisement by Wes Smith at OES and Russ Marks at Public Works. They will work together to determine if/how this can be addressed.

4. **Regular Agenda: Discussion and Possible Action/Recommendations:**
   a. **CWPP Updates - John Patton**

      i. **Table 9: share any action updates**
      No updates from MCFAC

      ii. **Table 9: discussion of possible content updates**
      John asked if Table 9 is still pertinent to the work that MCFAC entities do in the the community. He has heard that it doesn't adequately reflect the county's priorities and it may be necessary to eventually have an ad hoc committee dive further into it.

      Discussion – It was noted that projects on private and public lands are not usually included in strategic plans (such as CAL FIRE MMUs) and this table allows us to collect this information and also include CAL FIRE's priorities. The prioritization project could allow us to include all involved entities' priorities and could eventually be included as a supplement to the CWPP that is updated regularly and fed into Table 9. Table 9 does not include prioritization of projects but this could be implied under item 12. There could also be an opportunity to hire someone to do private land assessments. The assessment of fuel load, prescription, etc. is important for developing projects and prioritizing. Happy Goat is working on ecological assessment certification and would be interested in applying to do this. Russ Marks commented that Table 9 is pertinent because it is dynamic and fluid to the county's needs. John Patton responded that the table isn't going anywhere, but we can review and update content to continue to keep it relevant.

Send John P. updates/revisions to table 9 with work you're doing by next MCFAC meeting.

b. Ad Hoc Update - John Patton

i. Talking points and findings for interview with Sierra Nevada Conservancy. Regional Forest and Fire Capacity Program (RFFCP) recommendation for approval

- Staffing Capacity for MCFAC non-profit entities
  - Compensation - Livable wage, benefits; Includes participation in MCFAC and Ad Hoc
  - Recruitment and workforce pipeline - supporting and preparing local high school students and potential employees; bringing outside workers to find the right people
  - Training - Time to onboard staff to take on leadership roles within small non-profit entities while not losing project capacity
- Ongoing risk assessment systems
  - LiDAR or other mapping data
  - Funding for Township wildfire risk assessments for CWPP/Firewise
- Firewise and CWPP planning and support: resources for volunteer community members to identify wildfire risk, plan mitigation strategies, and seek resources to complete
- Consultant support for how to make MCFAC more efficient, streamlined, and collaborative
- Permitting support - resources and training to help with CEQA and NEPA, including archaeology and cultural
- Training and resources for grant writing

Suggestions from MCFAC –

1. *CEQA/NEPA is a big bottleneck, especially archaeology. Even then, it needs to go through the Forest Service and they have limited capacity. Need to find way to streamline NEPA process. Mariposa County Planning Dept. has CEQA down, but can't do NEPA. All help with environmental compliance would be helpful.*
2. *Staffing capacity piece could also include workforce development for local residents, perhaps through the High School. We also need more industry related to forest products to help fund projects and provide a base for funding projects without grants (i.e., building a forest restoration economy in Mariposa County).*

Motion to disband ad hoc by Barbara Cone, Seconded by Melinda Barrett, Approved Unanimously.

ii. Priority Project document for recommendation and approval and disband ad hoc for this task.

Project scoring rubric has been updated and is ready to be approved. This is an internal document for MCFAC, not a part of the CWPP or public. There will be a two-party verification system to prioritize projects (see scoring rubric instructions).

Discussion - There should be an appeals process for the submitter to change score. The document could be renamed as project suggestion document where MCFAC members can work with the public to submit project suggestions to MCFAC for prioritization. It could also be made available at MCFAC meetings for the public to fill out. It was further suggested that grading should be done by three people, not two, to make it more objective and then an appeals process would not be needed. It should be a blind review. John Patton noted that it is not a deciding document, and grants will be applied for to fund specific projects based on the fit of the project for the grant. It was suggested that there should be disclaimers on the submission form about this.

PUBLIC COMMENT – The Midpines planning committee last week said that it is drafting a letter with a list of priorities to submit to county organizations.

Steve Ward responded that it should be submitted to MCFAC.

The Ad hoc committee will meet for additional month to discuss and revise based on above suggestions.

c. Discussion and recommendation on updating committee members to include Wildfire Mitigation Coordinator and Yosemite/Sequoia RCDC. – Ward

i. Discussion and recommendation to include Wildfire Mitigation Coordinator and, Yosemite/Sequoia RCDC as voting members or Ex-Officio? – Ward

MCFAC to make recommendation to board to add wildfire mitigation coordinator position and Yosemite Sequoia RC & DC to MCFAC

Motioned by Russ Marks, Seconded by Barbara Cone, Abstained by John Patton, Approved unanimously.

MCFAC to make recommendation to board for Yosemite Sequoia RC &DC, Wildfire Mitigation Coordinator, and SWIFT be ex officio (non-voting) members of MCFAC

Motioned by Russ Marks, Seconded by Raquel Sandoval, Abstained by John Patton, Approved unanimously

d. Discussion and recommendation for mandatory annual fire inspections. – Ward

Board did not approve extras fees for fire inspections because it could be absorbed by budget. However, they do feel that fire inspections are important but would like to see non-mandatory inspections completed. Would like a recommendation about what non-mandatory inspections are needed. Businesses do have certain elements that are mandatory. County does take on liability when it begins doing these inspections if county knows about violations but does not take action. MCFAC to recommend criteria and frequency of mandatory inspections.

Wes Smith commented that there needs to be teeth to these code enforcements.

Patience Good, Fire Inspector & Jim Monty, Admin Captain –
State mandated annual inspections are for schools, correctional facilities, hotels, and apartment complexess, residential care facilities (1 & 2s). Mandatory inspections does not include vacation rentals – this is up to counties about how to address. We have addressed this through local ordinance and they are only inspected once, not annually, with change in ownership. They are allowed to have fire pits if they have instructions and a fire extinguisher. This is not state-mandated. We are currently working with building department inspections to streamline this process. If we are unable to complete inspections, the state will do them and charge the business for the inspection (~$260/hr). General permits include operational and construction permits – there are two categories of operational permits: completed over a prescribed period of time or until revoked/reviewed. Mariposa County has adopted the California Fire Code for enforcement but has not mandated inspections for operational and construction permits.

MCFAC to make recommendation to the Board to get a cost-benefit analysis of the additional workload of County Fire to do operational permits, conduct comparison with other counties of like demographics, and complete assessment of the fire code itself and the potential impacts to businesses (i.e., insurance rates).

5. Updates, Activity Reports and Future Agenda Items

Christina Decko, Cal Trans - Please see MPM miles and Acreage that we will be doing. Contract was re flown in Cal e Procure closing 10/19/2023. 10A2603.

Start PM	End PM	Miles	ROW Footage	Acreage	Approx ESA PM	Approx City PM	Approx Drainage PM	Approx Water Way PM
6	15.5	9.5	100	144.40		Bridge/town	8, 14 Drainage	
19	29	10	50	76.00		Town		Creek
29.5	30.7	1.2	50	9.12				
		0		0.00	ESA 30?		31.5 Drainage	
44.7	47.5	2.8	40	17.02				
		23.500	240.000	246.544				

Russ Marks, Public Works – Job opening for heavy equipment mechanic at Public Works. FEMA tanks go public for bid tomorrow. The initial bid document is for Hornitos and Greeley Hill, with an alternative bid for Woodland.

Aanthony Lerma, Southern Sierra Miwuk – Making headway on Mariposa Creek project with County and have begun working on burn unit. SSMN has begun working on a 160-acre fuels reduction project on Colorado Rd in Midpines.

Hannah Harrison, Planning – Mariposa Creek Parkway Rx Burn expected for November 15-19. Public notices have gone out for the project. SFC is working on the burn permitting. Planning is also working on a agricultural and working lands conservation plan and wants to add in strategies for wildfire mitigation

to reduce barriers to Rx burning and Rx grazing on private lands. ***Send any recommendations to Hannah about this.***

Will Fassett, Mariposa County – The County is looking at bringing on an Americorps crew January-April 2024 but they will need housing (with a kitchen, showers, and shared space). ***Please send recommendations to Will for housing during this time period.***

Wes Smith, OES – We expect to hear back about the $3.8 million hillside project grant in December. NOI for hazard mitigation project has been submitted.

Barbara Cone, Mariposa County Fire Safe Council – No comment

Melinda Barrett, Mariposa RCD – Currently working on application for community wildfire defense grant with support from John and Will for home hardening ("home assessment") program due Oct 31.

John Patton, County Wildfire Mitigation Coordinator – Hoping to get a comprehensive GIS map of recent, current, and projected projects in planning phase. Will be reaching out to MCFAC members soon.

Alison Deak, UC Cooperative Extension – We have hired a PBA coordinator and he will start Oct 23. Will bring to next MCFAC meeting to introduce.

Glenn Cahill, Sierra Tel – Sierra Tel Fiber project continues and is on track to be finished by end of the year

Steve Ward, County Fire – fire season has been extended through Nov 26 and CAL FIRE is on line to shut down in December. Exclusive use helicopter will be gone in two weeks. Various equipment continues to coming in and go into operation.

6. Future Agenda Items:
    a. Review priority project document for recommendation and approval

Adjourn

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-633

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees; 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 its Officials and Employees; 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 and its officials and employees in a legal action filed by Marc Farias Jones in Mariposa County Superior Court against the County of Mariposa. The complaint alleges property damage due to flooding caused by the County's insufficient drainage system.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Undetermined

ATTACHMENTS

1. WJH-Jones Agreement

VOTE RESULT

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

WANGER JONES HELSLEY PC
ATTORNEYS

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

* Also admitted in Washington
** Also admitted in Idaho
† Of Counsel
†† Also admitted in Texas

265 E. RIVER PARK CIRCLE, SUITE 310
FRESNO, CALIFORNIA 93720

MAILING ADDRESS
POST OFFICE BOX 28340
FRESNO, CALIFORNIA 93729

TELEPHONE
(559) 233-4800

FAX
(559) 233-9330

CLOVIS OFFICE:
642 Pollasky Avenue
Suite 100
Clovis, California 93612

OFFICE ADMINISTRATOR
LYNN M. HOFFMAN

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

Website:
www.wjhattorneys.com

November 10, 2023

VIA UNITED STATES MAIL

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

Re: Fee Agreement
Marc K. Farias Jones; Kent H. Jones v. Mariposa County

Dear Mr. Dahlem:

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

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we spend on telephone calls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

WANGER JONES HELSLEY PC

Oliver W. Wanger

OWW/dlp
Enclosures
cc: Patrick D. Toole, Esq.

I agree to the terms set forth in this letter.

Dated: _____

By: _____
Miles Menetrey
Chairman of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
Mariposa County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-634

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Memorandum of Understanding (MOU) with John C Fremont Healthcare District (JCFHD) for Cost of Services Provided by Zaks Security for an Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with John C Fremont Healthcare District (JCFHD) for Cost of Services Provided by Zaks Security for an Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mariposa County Health and Human Services Agency (HHSA) and JCFHD seek to renew an MOU that develops a framework of cooperation in support of mutually beneficial programs. Specifically, HHSA will share the cost of services with JCFHD for Zaks Security One agreement. Zaks Security One provides security services and observes 5150 patients awaiting transfer from John C. Fremont Healthcare District at 5189 Hospital Road, Mariposa, California to a designated psychiatric facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an MOU with JCFHD for this specific purpose on February 28, 2023, through Resolution Number 2023-116.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, HHSA and JCFHD will need to seek an alternate solution and potentially disrupt a vital service requirement.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **MOU 2024- HHSA and JCFHD re 5150 Security - Final**

VOTE RESULT

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

MOU Between the Health and Human Services Agency and John C. Fremont Healthcare District

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Health and Human Services Agency, hereinafter referred to as HHSA, and John C. Fremont Healthcare District, hereinafter referred to as JCFHD.

PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between HHSA and JCFHD to support mutually beneficial programs. Specifically, HHSA will share the cost of services with JCFHD for the Zaks Security agreement. The agreement has a term of July 1, 2023 through June 30, 2024.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU benefits involved parties and serves the public through this cooperative effort to provide security services and observe 5150 patients awaiting transfer from John C. Fremont Healthcare District at 5189 Hospital Road, Mariposa, California to a designated psychiatric facility.

B. COMPENSATION:

Zaks Security One will be paid an hourly rate of $68.50 with a minimum of eight (8) hours per service request per staff, plus two (2) hours for travel (minimum of $685.00 per service call.). All rate information is outlined in Exhibit A of the Zaks Security One agreement. The total amount of the agreement is not to exceed $180,000, which equates to maximum of 262 service calls at $685.00 each. The rates may fluctuate up to 10% based on state rate effective on the date of services.

The Contract will be with JCFHD, in partnership with HHSA. HHSA will pay JCFHD $68.50 per hour for clients under 5150 hold or mental health crisis that are placed/referred by HHSA. Billing will be provided monthly on the 1st of each month with payment due by the 15th of each month.

C. RESPONSIBILITIES:

1. HHSA
   - Will refer clients to JCFHD and continue to coordinate services for clients admitted to the JCFHD facility for 5150 evaluations.
   - Will create an authorization list of the following staff personnel for JCFHD to communicate regarding identified clients at JCFHD facility.
     - HHSA Health Services Division Director
     - HHSA Deputy Director – Behavioral Health and Recovery Services

- HHSA Behavioral Health and Recovery Services Supervisors

2. JCFHD
   - Will maintain oversight of program and monitor delivery of services as specified in Exhibit A of Zaks Security One contract.
   - Will present and monitor need for JCFHD, Emergency Department, staff training on 5150 client safety and security workflows under this MOU.
   - Will periodically meet with Zaks Security One and HHSA to discuss program competence and potential process improvements.
   - Will contact one of the above stated HHSA authorities when a deputy initiated 5150 individual or self-admitted person in mental health crisis requires security services.
   - Will reserve the right to consult with HHSA authority to request authorization and activation of a Zaks Security One service call for an individual in crisis.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

   Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

   Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

   John C. Fremont Healthcare District
   Lisa Hoyle
   Interim Chief Executive Officer
   (209) 966-3612
   PO Box 216
   Mariposa CA 95338

   Mariposa County Health and Human Services
   Joe Lynch, Director
   209-966-2000
   PO Box 99
   Mariposa CA 95338

4. COMMENCEMENT/EXPIRATION DATE:
   This instrument shall become effective as of July 1, 2023 and is effective through June 30, 2024, at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

_____	_____
Lisa Hoyle, Interim Chief Executive Officer John C. Fremont Healthcare District	Date
_____	_____
Miles Menetrey, Chair Mariposa County Board of Supervisors	Date
_____	_____
Steven W. Dahlem County Counsel	Date
_____	_____
Danielle Bondshu Mariposa County Clerk of the Board	Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-635

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Memorandum of Understanding (MOU) with Tarzana Treatment Centers, Inc. for Governing Single Case Agreements for Adolescent Youths Requiring Substance Use Treatment Services; and Authorize the Board of Supervisors Chair to Sign the MOU and the Director of Health and Human Services Agency to Sign Subsequent Letters of Commitment/Single Case Agreements (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Tarzana Treatment Centers, Inc. for Governing Single Case Agreements for Adolescent Youths Requiring Substance Use Treatment Services; and Authorize the Board of Supervisors Chair to Sign the MOU and the Director of Health and Human Services Agency to Sign Subsequent Letters of Commitment/Single Case Agreements (Subject to Approval as to Legal Form by County Counsel)

Tarzana Treatment Centers, Inc. (Tarzana) and the County of Marioposa (HHSA) agree to collaboratively facilitate placements for adolescent youths requiring substance-use treatment services. Both parties agree to utilize single case agreements to place individuals in Tarzana's youth residential treatment services program. Tarzana and HHSA agree to collaboratively facilitate placements for adolescent youths requiring substance-use treatment services. Both parties agree to utilize single case agreements to place individuals in Tarzana's youth residential treatment services program. HHSA will adhere to Tarzana's instituted pricing structure when developing single-case agreements. Either party may terminate this MOU with written notice to the other party based on conditions outlined in the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Tarzana for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of MOU results in HHSA having to explore an alternate option that may not be as effective.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **TTC MOU for Adolescent Residential SCA**

VOTE RESULT

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

November 13, 2023

Memorandum of Understanding
Between Tarzana Treatment Centers, Inc. and County of Mariposa

This Memorandum of Understanding (MOU) is entered into by and between Tarzana Treatment Centers, Inc. hereinafter referred to as "Party A," and **County of Mariposa**, hereinafter referred to as "Party B," collectively referred to as the "Parties," for the purpose of defining the terms and conditions governing the single case agreements detailed herein beginning _____, 2023.

Party A and Party B agree to collaboratively facilitate placements for adolescent youths requiring substance use treatment services. Both parties agree to utilize single case agreements to place individuals in Party A's youth residential treatment services program.

This MOU shall be effective from the date first mentioned above and shall remain in force indefinitely unless terminated by mutual written agreement or for any other valid reason.

Party B will adhere to Party A's instituted pricing structure when developing single case agreements.

Both Parties agree to maintain the confidentiality of any sensitive or proprietary information shared during the course of this agreement.

Either Party may terminate this MOU with written notice to the other Party if:

1. A material breach of this MOU occurs and is not remedied within thirty (30) days of written notice.
2. There are valid legal regulatory reasons for termination.

This MOU constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior contemporaneous agreements and understandings, whether oral or written.

Any amendments or modifications to this MOU must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first above written.

Entered into by:

Tarzana Treatment Centers, Inc.

Albert Senella, President/ CEO

_____
Signature

_____
Date

County of Mariposa Official

Miles Menetrey – Chair, Board of Supervisors

_____
Signature

_____
Date

Steven W. Dahlem – County Counsel

_____
Signature

_____
Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-636

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Infant Child Enrichment Services (ICES) Increasing the Amount by $115,000 for A New Amount Not to Exceed $200,000 for Childcare Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Infant Child Enrichment Services (ICES) Increasing the Amount by $115,000 for A New Amount Not to Exceed $200,000 for Childcare Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive. During the term of the current agreement, both parties have observed a demand for services greater than projected and would like to ensure that enough funds are in place to maintain continuity of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement with ICES on June 20, 2023 through Resolution No. 2023-335.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact on the General Fund.

ATTACHMENTS

1. **First Amendment - ICES Agreement 2024**

2. ICES - 2024 - Res. 2023-335-EXECUTED

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Infant/Child Enrichment Services, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 20, 2023, wherein Contractor agreed to provide child care services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $115,000 will be added to the original amount of $85,000, making the total compensation paid to Contractor the not to exceed amount of $200,000.

Except as herein amended, the Agreement dated June 20, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Chris Mackenzie, Executive Director Infant/Child Enrichment Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Last Revised: 1/17/2023

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-335

MEETING:	June 20, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board entered into an agreement with ICES in 1998 (Resolution 98-281) and has continued to renew this contract for services annually since that time.

The existing agreement was approved by the Board on May 24 2022 through Resolution 2022-314.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

This contract is budgeted in the FY2023-2024 budget for Human Services division with Health and Human Services Agency. There is no financial impact to the County's General Fund.

ATTACHMENTS

1. **ICES Agreement 2024**

DS
C-HHSA

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VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	None

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AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2023 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Infant/Child Enrichment Services, 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, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform child care services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $85,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(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.

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(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.

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(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, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

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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:
Infant/Child Enrichment Services, Inc.
20993 Niagara River DR
Sonora, CA 95370

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

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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.

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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

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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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Chris Mackenzie
273F59BCBCF84B6...

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

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Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA. Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients. The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

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Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of Eighty Five Thousand Dollars ($85,000) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2023 through June 2024. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $3,000 or more per month beginning with the February 2024 claim. Advance is expected to be paid back to COUNTY no later than June 30th .

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

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VENDOR ASSURANCE OF COMPLIANCE WITH THE MARIPOSA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Infant/Child Enrichment Services, Inc,

HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq. as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulation (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/26/2023 | 11:55 AM PDT
DATE

DocuSigned by:
Chris Mackenzie
273F539BCBCF84B6...
DIRECTOR'S SIGNATURE

20993 Niagara River Drive Sonora, CA 95370
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

INFACHI-CL HDICKERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Hi
George Petersen Insurance Agency, Inc. 2920 Bechelli Lane Redding, CA 96002	PHONE (A/C, No, Ext): (530) 244-9400 FAX (A/C, No): (530) 244-9444 E-MAIL ADDRESS: info@gpins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Oak River Insurance Company	34630
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Infant Child Enrichment Services, Inc.
20993 Niagra River Dr
Sonora, CA 95370

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2463837	9/17/2022	9/17/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2463837	9/17/2022	9/17/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB832283	9/17/2022	9/17/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		INWC311343	10/1/2022	10/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			PHPK2463837	9/17/2022	9/17/2023	Aggregate	2,000,000
A	Professional Liab			PHPK2463837	9/17/2022	9/17/2023	Per Incident	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mariposa County it's elected & appointed officials, officers, employees, agents and volunteers are named as additional insured per the attached form PI-GLD-HS (10/11)

CERTIFICATE HOLDER

Mariposa County Department of Human Services
P.O. Box 99
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-637

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Adopt a Resolution of Intention to Approve Allocations for Housing Funds from the Housing and Community Development (HCD); and Approve the Budget Action Increasing Revenue and Appropriations in the Social Services Budget Receiving Unanticipated Revenue ($18,594) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Approve Allocations for Housing Funds from the Housing and Community Development (HCD); and Approve the Budget Action Increasing Revenue and Appropriations in the Social Services Budget Receiving Unanticipated Revenue ($18,594) (4/5ths Vote Required)

Approve allocation acceptance forms for the Transitional Housing Program and Housing Navigation and Maintenance Program for a total amount not to exceed $18,594; and authorize the Health and Human Services Agency (HHSA) Director to sign allocation acceptance forms.

Pursuant to the Budget Act of 2019, the Department of Housing and Community Development (HCD) has allocated respective totals of $5 million and $8 million in funding to counties for the support of the Transitional Housing Program (THP) and the Housing Navigation Maintenance Program (HNMP). Through calculations from HCD, Mariposa County HHSA will receive $9,990 for THP and $8,604 for HNMP.

The purpose of THP is to help young adults 18 to 25 years old secure and maintain housing, with priority given to young adults formerly in the foster care system. The county may use the funding to provide housing navigation services directly or through a contract with other housing assistance programs in the county. It is encouraged that the county coordinate with the local Continuum of Care to foster communication and collaboration.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 5, 2020, the Board of Supervisors authorized the Health and Human Services Director to sign acceptance allocation forms for THP and HNMP through Resolution No. 2020-228.

On August 4, 2020, the Board of Supervisors adopted the THP allocation acceptance resolution through Resolution No. 2020-475.

On April 27, 2021, the Board of Supervisors adopted the THP allocation acceptance resolution through Resolution No. 2021-230.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Refusing this allocation will prevent HHSA from seeking reimbursement funding for dollars spent on providing housing for young adults.

FINANCIAL IMPACT

Additional funding for THP and HNMP will be allocated towards the Health and Human Services Agency (HHSA) budget.

ATTACHMENTS

1. **Budget Action Form**
2. **THP-Round5-HNMP-Round2-ONLY Resolution Template and Checklist-FY 23-24**
3. **County of Mariposa THP TAY Allocation Acceptance Form FY 2023 - 2024**
4. **County of Mariposa HNP TAY Allocation Acceptance Form FY 2023 - 2024**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	PROGRAM	INCREASE	DECREASE
1001	501	45547	THP	State Grant Revenue		(18,594)	
1001	501	60531	THP	Client-Household Goods		3,594	
1001	501	60534	THP	Client-Rent		10,000	
1001	501	60535	THP	Client-Temporary Housing		5,000	
				TOTALS		0	0

TRANSFER BETWEEN FUNDS						DEBIT	CREDIT
				TOTALS		0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 11/15/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOULUTION NO. 2023-

THIS RESOLUTION AUTHORIZES AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 5 OF THE TRANSITIONAL HOUSING PROGRAM (THP) AND ROUND 2 OF THE HOUSING NAVIGATION AND MAINTENACE PROGRAM (HNMP)

WHEREAS the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance Form, dated October 19, 2023 under Round 5 of the Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (the "THP Allocation Acceptance Form"); and

WHEREAS the Department issued an Allocation Acceptance Form, dated October 19, 2023 under Round 2 of the Housing Navigation and Maintenance Program ("HNMP") authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (the "HNMP Allocation Acceptance Form"); and

WHEAREAS the THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the "Allocation Acceptance Forms"; and

WHEREAS the Allocation Acceptance Forms relate to the availability of the funds under the THP and HNMP Programs; and

WHEREAS the County of Mariposa County ("County") may be listed as an eligible applicant in Allocation Acceptance Form, dated October 19, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors for the County of Mariposa does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the THP Allocation Acceptance Form, in the amount not to exceed $9,990 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional THP Allocation") up to the amount authorized by Department but not to exceed $19,980.

SECTION 3. That County is hereby authorized and directed to apply for and accept County's allocation award in the amount not to exceed $8,604 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional HNMP Allocation") up to the amount authorized by Department but not to exceed $17,208.

SECTION 5. That the Director of Mariposa County Health and Human Services Agency, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents").

SECTION 6. That Director of Health and Human Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents").

SECTION 7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

SECTION 8. That County has the discretion to accept any or all of the THP and HNMP program funds that it has been awarded.

PASSED AND ADOPTED this 5TH day of December, 2023, by the following vote:

AYES:
NOES:
EXCUSED:

_____

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Transitional Housing Program (THP) Allocation Acceptance Round 5

Rev. 10/19/23

County Allocation (select Applicant County in row 7 below): **$9,990**

Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the purpose of housing stability to help young adults 18 to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

Allocation Applicant

Allocation Applicant is a County	Yes

Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults (ages 18 through 24).

Applicant County	**Mariposa County**										
Legal name of Applicant as stated on resolution:	**County of Mariposa**										
Address	PO Box 99 - 5362 Lemee Lane			City	Mariposa		State	CA	Zip	95338	
Auth Rep Name	Joe Lynch	Title	HHSA Director	Auth Rep Email	jlynch@mariposacounty.org				Phone	209-966-2000	
Contact Name	Kaitlin Pasma	Title	Social Worker Supervisor II	Email	kpasma@mariposacounty.org				Phone	209-966-2000	
Address	PO Box 99 - 5362 Lemee Lane			City	Mariposa		State	CA	Zip	95338	
Federal Tax ID Number (FEIN)	94-6000880										
Administrative Fiscal Representative											
Legal Name	County of Mariposa			Contact Name	Lori Norman		Contact Email	lnorman@mariposacounty.org			
Phone	209-966-2000	Address	PO Box 99 - 5362 Lemee Lane	City	Mariposa		State	CA	Zip	95338	
File Name:	**App Resolution**	Reference sample resolution document						Attached to email?		No	
File Name:	**App GovTIN Form**	Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes	

Use of Funds

Funds shall be used to help young adults who are 18 to 24 years of age, inclusive, secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems. Use of funds may include, but are not limited to:
1) Identify and assist housing services for this population in your community;
2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);
3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and
4) Provide engagement in outreach and targeting to serve those with the most severe needs.

Expenditure of Funds

Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. *The Department will only accept applications electronically via email no later than 5:00 p.m. on:*

Friday, November 17, 2023

HCD will only accept applications electronically at the following email address:

TAY@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following: A. Number of program participants served who were homeless at time of program entry; B. Number of program participants served who were in the State's foster care system; C. Number of program participants served who were formerly in the State's foster care or probation systems; D. Number of program participants who exited homelessness into temporary housing; E. Number of program participants who exited homelessness into permanent housing; F. Itemization on use of program fund expenditures; G. Who were the housing navigators or other subcontractor(s)? H. Subpopulation data including: 1. Number of participants that are employed; 2. Number of participants identified as LGBTQ+; 3. Number of participants having a disability; 4. Number of participants with minor children in the household; and, 5. Average number of children per household.	Yes

Certification

On behalf of the entity identified in the signature block below, I certify that:
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Joe Lynch	HHSA Director	Board of Supervisors Resolution Date 12/05/2023	
Printed Name	Title of Signatory	Signature	Date

Name:	County of Mariposa			Phone Number:	209-966-2000		
Address:	PO Box 99 - 5362 Lemee Lane	City:	Mariposa	State:	CA	Zip:	95338

Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Round 2

Rev. 10/19/23

County Allocation (select Applicant County in row 7 below): **$8,604**

Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the support of housing navigators to help young adults 18 years and up to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults currently or formerly in the foster care system.

Allocation Applicant

Allocation Applicant is a County	Yes

Pursuant to Section 50811 of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula allocation for the purpose of distributing these funds to counties. The formula allocation is based on each county's percentage of the total statewide number of young adults 17 through 21 years of age in the foster care and probation system. The allocation excludes Alpine and Mono counties because their calculation did not demonstrate need. The housing navigation and maintenance program for a county that accepts an allocation of money pursuant to this section shall provide training to its child welfare agency social workers and probation officers who serve nonminor dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, the social worker's and probation officer's role in identifying unstable housing situations for youth, and referring youth to housing assistance programs.

Applicant County	**Mariposa County**										
Legal name of Applicant as stated on resolution:	**County of Mariposa**										
Address	PO Box 99 - 5362 Lemee Lane				City	Mariposa	State	CA	Zip	95338	
Auth Rep Name	Joe Lynch	Title	HHSA Director	Auth Rep Email	jlynch@mariposacounty.org		Phone	209-966-2000			
Contact Name	Kaitlin Pasma	Title	Social Worker Supervisor II	Email	sforga@mariposacounty.org		Phone	209-966-2000			
Address	PO Box 99 - 5362 Lemee Lane				City	Mariposa	State	CA	Zip	95338	
Federal Tax ID Number (FEIN)	94-6000880										
Administrative Fiscal Representative											
Legal Name	County of Mariposa		Contact Name	Lori Norman		Contact Email	lnorman@mariposacounty.org				
Phone	209-966-2000	Address	PO Box - 5362 Lemee Lane		City	Midpines	State	CA	Zip	95338	
File Name:	**App Resolution**	Reference sample resolution document					Attached to email?	No			
File Name:	**App TIN**	Reference Taxpayer Identification Number (TIN) document					Attached to email?	Yes			

Use of Funds

The HNMP program funds housing navigators for counties. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigation and maintenance activities may include, but are not limited to:

1) Assist young adults aged 18-24 years of age, inclusive, secure and maintain housing (with priority access given to young adults in the state's foster care system);
2) Provide housing case management which include essential services in emergency supports to foster youth;
3) Prevent young adults from becoming homeless; and
4) Improve coordination of serves and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.

Expenditure of Funds

Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. *The Department will only accept applications electronically via email no later than 5:00 p.m. on:*

Friday, November 17, 2023

HCD will only accept applications electronically at the following email address:

TAY@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following: A.Number of program participants served with program funds; B.Itemization of use of program funds; C.Details on housing navigators and other subcontractors; D.Number of program participants served who were in the State's foster care system; E.Number of program participants who were homeless at time of program entry; F.Number of program participants who exited homelessness into temporary housing; G.Number of program participants who exited homelessness into permanent housing; and, H.Subpopulation data including: 1.Number of participants that are employed; 2.Number of participants identified as LGBTQ+; 3.Number of participants with a disability; 4.Number of participants with minor children in the household; and, 5.Average number of children per household.	Yes

Certification

On behalf of the entity identified in the signature block below, I certify that:

The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.

I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.

In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Joe Lynch	HHSA Director	Board of Supervisors Resolution Date 12/05/2023	
Printed Name	Title of Signatory	Signature	Date

Name:	County of Mariposa			Phone Number:	209-966-2000		
Address:	PO Box 45 - 5362 Lemee Lane	City:	Mariposa	State:	CA	Zip:	95338

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-638

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Appropriations in the New Fund 3625-403 Budget to Implement the Mariposa County Opioid Settlements Fund (OSF) Allocation to Provide Opioid Remediation Activities ($291,058) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the New Fund 3625-403 Budget to Implement the Mariposa County Opioid Settlements Fund (OSF) Allocation to Provide Opioid Remediation Activities ($291,058) (4/5ths Vote Required).

The Mariposa County OSF allocation ($291,058) is a result of a legal settlement against opioid manufacturers and pharmacies. California joined multiple national lawsuits against manufacturers, distributors, and other entities responsible for aiding the opioid epidemic by overprescribing opioid medications. This is the first allocation of the proceeds of the settlement paid by opioid manufacturers and pharmacies. Funds received from opioid settlements must be used for opioid remediation activities.

The California Department of Health Care Services (DHCS) is the oversight and monitoring entity for funds received through opioid settlements. The Mariposa County Health & Human Services Agency (HHSA) Team plans to purchase medications needed by incarcerated clients and to offset staff costs and training costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new opportunity to use new settlement revenue to perform opioid remediation activities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the Budget Action and activities, and HHSA will forego the $291,058 in OSF funding available to serve individuals recovering from opioid addictions. DHCS will likely recoup the Mariposa allocation if no abatement activities are done.

FINANCIAL IMPACT

There is no impact on the County General Fund. New OSF funding is available for the costs of the planned activities.

ATTACHMENTS

1. **Budget Action for OSF Opiod Settlement Fund 3625 FY23-24**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3625	403	48171	OSF Settlements Revenue	(291,058)	
3625	403	51111	Regular salaries and wages	53,020	
3625	403	51112	Extra Help	179	
3625	403	51201	FLSA ADJUST	6	
3625	403	51202	Monthly Longevity	536	
3625	403	52301	Social Security	2,964	
3625	403	52302	Medicare	696	
3625	403	52201	Medical/Dental/Vision	14,639	
3625	403	52101	Retirement - Employer	5,865	
3625	403	52205	Life Insurance	28	
3625	403	52303	SDI	591	
3625	403	52206	Cash - Cafeteria Plan	25	
3625	403	60111	Training and Seminars	1,500	
3625	403	60121	Meals	700	
3625	403	60122	Lodging	3,000	
3625	403	60123	Mileage	1,000	
3625	403	60181	Medical and Laboratory Expenses	206,309	
	Budget Action for OSF Opiod Settlement Fund 3625 FY23-24				
TRANSFER BETWEEN FUNDS					
				0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	December 5, 2023
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Accept Resignation and Recognize the Service of Karen Woblesky on the Mariposa County Code Compliance Advisory Committee

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RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Karen Woblesky on the Mariposa County Code Compliance Advisory Committee.

Woblesky is unable to continue to serve at this time.

With this action there will be 2 vacancies on this committee.

Appointments, term expirations/vacancies are advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Wobleky was appointed on August 17, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: None, other than negative action.
Negative Action: Do not recognize the service of this member.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **231114 Redact Woblesky Resignation Email**
2. **231114 CCAC Special Vacancy Notice 2**

VOTE RESULT

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

From: Karen Woblesky
Sent: Friday, October 27, 2023 10:52 AM
To: Miles Menetrey <mmenetrey@mariposacounty.org>; Steve Engfer <sengfer@mariposacounty.org>;

Cc: Karen Woblesky
Subject: Next Steps…

Over the past several months, I have traveled overseas twice in order to deal with my aging parents and their evolving needs. I don't see those obligations lessening in the near future, and I also don't see how I can effectively manage to be in two places at the same time.

After much consideration, I am resigning my role as CCAC Chair and also as a CCAC committee member a few months early from my term ending in February, 2024.

I am taking this action now, as I am making plans to go overseas yet again.

It has been my pleasure to be the CCAC's Chair for the past two years. I am truly proud of what the CCAC has accomplished so far, and I am excited to see what the CCAC will accomplish in the future.

I am most proud of the fact that the CCAC was able to develop into a cohesive committee that stayed on track to identify code compliance problems and develop innovative solutions. I am also proud that we stuck together through frustrations and setbacks, and were a united voice for making positive change within the County. I think that we are now on the precipice of making that positive change a reality.

It has been a lot of hard work, culminating in the recent joint meeting and discussion with the BOS last month. During that meeting, we shared our initial findings and recommendations, and obtained the support necessary to move to the next phase: developing our recommendations into actionable components of an effective and innovative code compliance program.

This next phase will be an exciting time for the CCAC, and I regret that I will not be a part of implementing these future positive changes. However, I am confident that this smart, passionate, and selfless group of community volunteers that comprise the CCAC will continue to be very successful in developing an effective and innovative code compliance program for Mariposa County.

I wish you all the very best. Our neighbors in Mariposa County deserve that level of volunteer effort, and I feel that we have delivered for them. Thanks to all of you for your outstanding efforts and for showing a true commitment to the task.

Take care,

Karen Woblesky

Mariposa County

STEVE ENGFER
Planning Director

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

SPECIAL NOTICE OF TWO (2) VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

There are two (2) vacancies that currently exist on the Code Compliance Advisory Committee (CCAC), which are to fill remaining terms, one that will expire February 29, 2024 and one that will expire February 28, 2025.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to: **Clerk of the Board, PO Box 784, Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Posted: Mailed for posting on 11/15/23 ~ Leave posted until notified.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Amend The Housing Programs Advisory Committee Appointment Expiration Dates for Kevin Spach and Dana Swarth from Terms Expiring September 12, 2026 to February 28, 2025 and February 28, 2026, Respectively

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RECOMMENDATION AND JUSTIFICATION

Amend The Housing Programs Advisory Committee Appointment Expiration Dates for Kevin Spach and Dana Swarth from Terms Expiring September 12, 2026 to February 28, 2026, Respectively.

The terms of membership are for three (3) years, with some expiring in February and some expiring in September. On September 19, 2023, the Board of Supervisors adopted Resolution number 2023-521 amending members whose terms expire February 2, 2024 and any future memberships would be for three (3) year terms, expiring on the last day of February.

On November 7, 2023, the Board of Supervisors appointed Kevin Spach to Category A and Dana Swarth to Category B to the Housing Programs Advisory Committee for Terms to Expire September 12, 2026, which was an error on the Board Item # 407. This request is to correct the term expiration dates to February 28, 2025, for Category A and February 28, 2026, for Category B.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board to appoint members who are willing to serve.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not correcting the term expiration date will create confusion and inconsistency with the majority of the advisory committees that are handled by the Planning Department.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	December 5, 2023
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Accept the Resignations and Recognize the Service of Ralph Mendershausen and Tara Fouch-Moore on the Merced River Trail Community Working Group

---

RECOMMENDATION AND JUSTIFICATION

Accept the Resignations and Recognize the Service of Ralph Mendershausen and Tara Fouch-Moore on the Merced River Trail Community Working Group

Both Mendershausen and Fouch-Moore are unable to continue to serve at this time.

With this action there will be 2 vacancies on this committee.

Appointments, term expirations/Vacancies are advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mendershausen was appointed to the committee on September 10, 2019.
Fouch-Moore was appointed to the committee on March 08, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: None, other than negative action.
Negative Action: Do not recognize the service of these members.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **231114 Redact Mendershausen Resignation Email**
2. **231114 Redact Fouch-Moore Regination Email**
3. **231114 SPECIAL Vacancy Notice 2**

VOTE RESULT

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

Sophea Craighead

From: Mikey Goralnik
Sent: Tuesday, May 9, 2023 9:16 AM
To: Carol Suggs
Subject: FW: Merced River Trail CWG resignation

From: Ralph Mendershausen
Sent: Tuesday, May 9, 2023 8:45 AM
To: Mikey Goralnik <mgoralnik@mariposacounty.org>
Subject: Re: Merced River Trail CWG resignation

Hi Mikey,

We leave June 1, more or less, so I can make the May meeting. I do not want to attend any meeting for a meeting's sake, so please tell us what is on the agenda.

We are leaving Mariposa County, and the meetings are again in person. For that reason, I wish to offer my resignation from the community working group on the Merced River Trail. It has been a great pleasure to serve on that committee. I feel ours has been a dedicated and responsible group and that we did the best we could for the river, the trail, and Mariposa County's long term health and prosperity.

With best wishes and much appreciation,

Ralph R. Mendershausen

Sophea Craighead

From: Hannah Harrison
Sent: Monday, November 13, 2023 11:36 AM
To: Sophea Craighead; Carol Suggs
Subject: Fw: MRT Resignation

Here is the resignation letter from Tara Fouch-Moore for the Merced River Trail Community Working Group.

Hannah

From: Tara Fouch-Moore
Sent: Sunday, November 12, 2023 9:22 AM
To: Hannah Harrison <hharrison@mariposacounty.org>
Subject: MRT Resignation

Hi Hannah,

I'm in a position that I really need to tighten up my workload and focus on projects that directly serve the tribal community. With that in mind, and considering that we have no budget for my participation, I'm sorry to say that I need to resign from the Merced River Trail Community Working Group.

I'm still deeply interested in the progress of this project, and the protection of cultural and natural resources as it progresses. Perhaps I can sit in on occasion as a member of the public, but I don't have the capacity to act as a working member.

Thanks for understanding.

Take Care,

Tara Fouch-Moore

Get Outlook for iOS

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

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

NOTICE OF TWO (2) SPECIAL VACANCIES ON THE MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

The vacancies are for unexpired terms ending on February 28,2025.

Qualified candidates shall represent one or more of the following groups:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations & the general public, including trail advocates & outdoor recreation enthusiasts

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the

recommendations contained in the Merced River Trail Master Plan; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Term: This vacancy has a three-year term and end on the last date of February of the appropriate year.

Persons interested in serving on the working group must apply to: **Clerk of The Board, Danielle Bondshu PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Office** Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact: Hannah Harrison, Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-1343; email: hharrison@mariposacounty.org

Posting Locations:

Mariposa County Library
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
Mariposa County Planning
El Portal Post Office
www.mariposacounty.org/planning

Posted: 11/14/23 Deadline for submission: Open until filled.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-639

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize Public Works to Waive the Encroachment Permit Fee of $188 for the December 9, 2023, Coulterville Community Club Christmas in Coulterville Parade

---

RECOMMENDATION AND JUSTIFICATION

Authorize Public Works to Waive the Encroachment Permit Fee of $188 for the December 9, 2023, Coulterville Community Club Christmas in Coulterville Parade

The parade will begin at 4:30 p.m. and end at 5:00 p.m. The parade will start at Cemetery Road and continue to Main Street. The Coultervill Community Club will arrange with SCOPE and the Sheriff's office to assist with the detour.

This event will be Insured through the Mariposa County Chamber of Commerce.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is an annual event which is well attended by the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees will be a hardship on the sponsors.

FINANCIAL IMPACT

No impact to the General Funds

ATTACHMENTS

1. **Coulterville**
2. **MCCOC Commercial liability cert 22-23**

VOTE RESULT

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

THE COULTERVILLE COMMUNITY CLUB

P.O. Box 92, Coulterville, CA 95311
EIN# 77-0178850

November 15, 2023

To: Mariposa County Board of Supervisors

From: Shirley Husted, Coulterville Community Club President

The Coulterville Community Club is planning a "Christmas in Coulterville" parade on December 9, 2023 at 4:30 pm ending at 5:00 pm.

The parade will begin at Cemetery Rd, continue to Main St, then west on Main St., ending at Hwy 49 intersection. To address safety concerns for children and parade watchers, we have submitted a permit requesting a road closure, along with a detour plan. Arrangements will be made with SCOPE and the Sheriff's office to assist with the detour.

This event is being planned for the local children and families of our small community at no charge to anyone. All event organizers are volunteers. Therefore, we are respectively asking the Board of Supervisors to waive the $188.00 permit fee and provide County Insurance Coverage, if possible.

Thank you. Your consideration will be greatly appreciated.

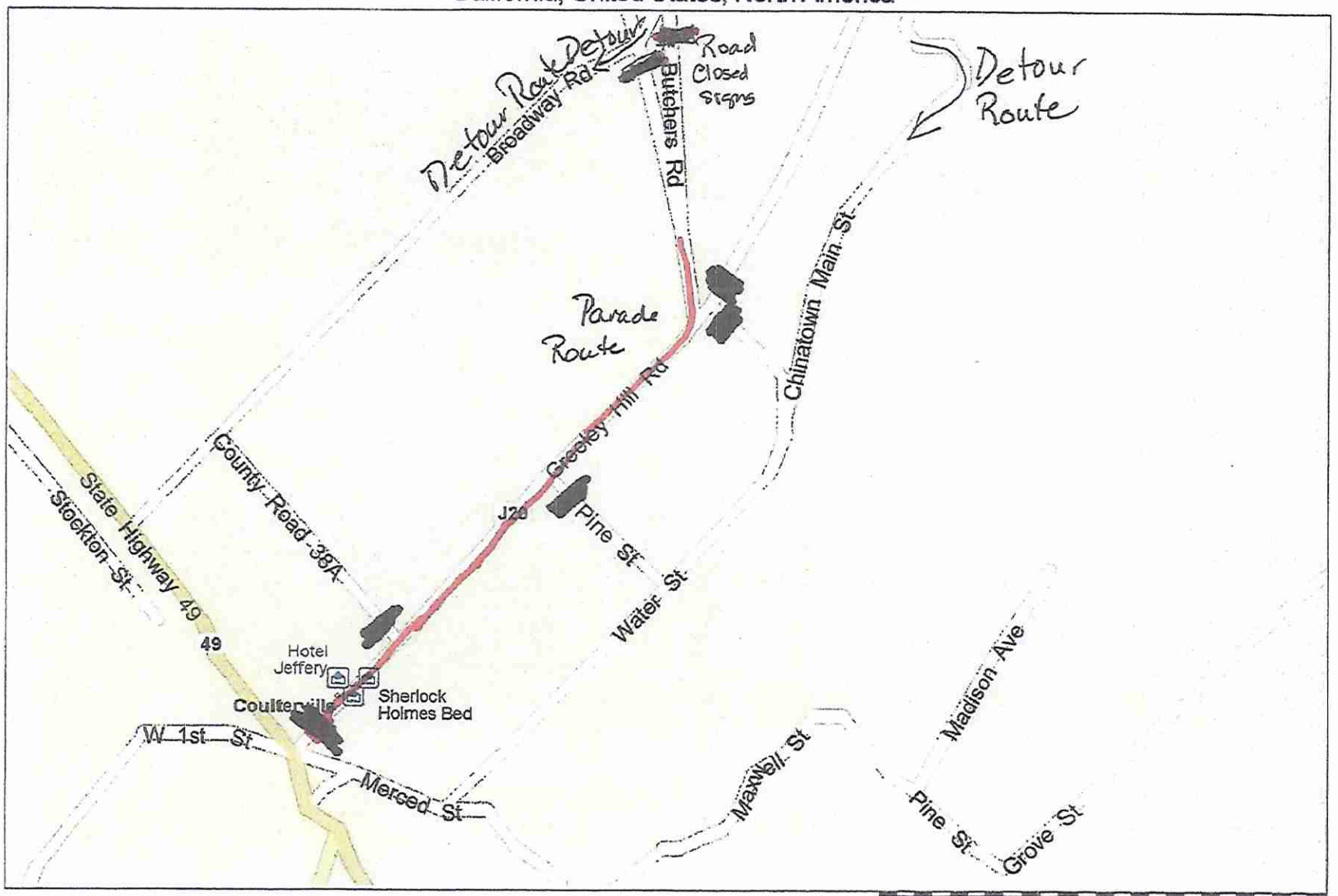
Please contact Shirley Husted, CCC President & Events Chairman, if you have any questions at 209-304-1491; goldenstatemod@yahoo.com

Sincerely,

Shirley Husted

Cemetery

California, United States, North America



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COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 11-16-23 Building Permit #: _____

APPLICANT: Coulterville Community Club
Shirley Husted

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Main Street AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☒ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT 11-9-23
   ☒ OTHER (EXPLAIN BELOW) Christmas Parade.

Cemetery Rd @ main st (Grilley Hill Rd) down main St. to end at Hwy 49. 4:30 p.m to 5:00 p.m

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

See Attached

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: 209 304-1491

OWNERS NAME: Shirley Husted

PRINTED NAME OF APPLICANT: Shirley Husted

SIGNATURE OF APPLICANT: Husted

MAILING ADDRESS: 3158 Grillo Dr.
Coulterville, CA 95311

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeff Shaw
Jeff Shaw Farmers Insurance PO Box 1903 Mariposa CA 95338	PHONE (A/C, No, Ext): 209-742-6660 FAX (A/C, No): 209-966-4940 E-MAIL ADDRESS: jshaw@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Company	25895
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mariposa County Chamber of Commerce
PO Box 425
Mariposa CA 95338

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	[ ]	[ ]	NBP1559291C	12/21/2022	12/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	[ ]				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Mariposa County
5100 Bullion St
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Clear All

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Dedication and Unveiling of the Tribute Plaque for Military and EMS Individuals
(Reception with Refreshments to Follow Presentation)

RECOMMENDATION AND JUSTIFICATION

Dedication and Unveiling of the Tribute Plaque for Military and EMS Individuals.

This plaque would be a memorial to all veterans and EMS workers who have lost their lives serving the community members of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 10th, 2023, the Board directed staff to order a plaque for dedication in the Government Center.

The Board has dedicated memorials in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not unveil, and the plaque will remain undedicated.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

Mariposa County
Local Transportation Commission

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship

Technical Advisory Committee BYLAWS

Article 1 – Purpose and Authority

Section A – The committee is established under authority of PUC Section 131265 (d) with LTC Resolution #87-2 on January 20, 1987.

Section B – To make recommendations to the Local Transportation Commission on matters such as the Regional Transportation Plan and the annual Transportation Planning Overall Work Program.

Section C - The Technical Advisory Committee is advisory to the Transportation Planning Division of Public Works and the Local Transportation Commission and, as such, shall not take part officially in, nor shall it lend its influence to, any political causes or issues.

Section D – The Technical Advisory Committee is advisory to the Transportation Planning Division of Public Works and the Local Transportation Commission only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Technical Advisory Commission is not empowered by ordinance, resolution, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Technical Advisory Committee is limited to six members in accordance with the establishing authority.

Members appointed as follows:
Local Transportation Commission – Chair
Local Transportation Commission – Vice Chair
Executive Director of the LTC/Public Works Director
Planning Director
Transportation Planner - Secretary
Caltrans Representative

Section B – Terms are continuous.

Article 3 – Officers

Section A – The advisory committee shall have a Chair, Vice Chair, and Secretary as denoted in Article 2, Section A under Members.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinated duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless the responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed.

Article 2 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other applicable law and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to “In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact…” Name and contact information should appear in this statement if not given elsewhere on the agenda.

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D – All meetings of the advisory committee and any subcommittee shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all Technical Advisory Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg’s Rules of Order or Robert’s Rules of Order shall govern the operation of the committee in all cases not covered by these bylaws.

Section G – Each voting member has one vote and no proxy.

Adopted by the Technical Advisory Committee at their meeting on March 28, 2023.

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC - 2023-026

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) Funds for the Mariposa Transit Zero Emission Yard; and Authorize LTC, Executive Director to Submit Associated Application Paperwork

---

RECOMMENDATION AND JUSTIFICATION

Approve Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) Funds for the Mariposa Transit Zero Emission Yard; and Authorize LTC, Executive Director to Submit Associated Application Paperwork.

This capital project constructs the first Zero Emission infrastructure by Transit in Mariposa County. Work includes the acquisition of right-of-way and construction of a secured yard. The yard will contain a new charging system and solar canopy to support fleet electrification and includes the purchase of 2 - Zero Emission vans for expansion of operations.

BACKGROUND AND HISTORY OF BOARD ACTIONS

California State Transportation Agency (CalSTA) notified eligible recipients of a funding opportunity on September 29th, 2023. TIRCP and ZETCP Funds are allotted on a population-based formula, spanning a four-year period. Mariposa County Local Transportation Commission has an allotment of $2,571,126. This allotment is for a Mariposa County Transit project that would meet specific fund objectives such as reduction of Green House Gas (GHG), expand and improve transit services to increase ridership, improve connections to the state's integrated rail systems, and move the County toward a future Zero Emission goal.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Local Transportation Commission does not approve the submission of the Project Narrative, the County would not be eligible for the funds and those funds would be made available to other counties for use on their transit projects.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Eligible Recipients and Funding Distribution**

VOTE RESULT

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

3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the ZETCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2028. FY23-24 funds for TIRCP and the ZETCP must be disbursed to RTPAs by this deadline. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY23-24 and FY24-25 to RTPAs according to a population-based formula after each recipient first receives $300,000 of base funding.

The $410 million of first year ZETCP funding (from both PTA and GGRF sources), as well as the $230 million for each of the succeeding three years (from GGRF only), will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient are as follows:

A	B	C	D	E	F	G
RTPA	Year 1 TIRCP	Year 2 TIRCP	Year 1 ZETCP (53.66% GGRF, 46.34% PTA)	Years 2-4 ZETCP (per yr, 100% GGRF)	Grand Total (B+C+D+(E*3))	Maximum Admin Share
Metropolitan Transportation Commission	$385,068,697	$386,040,188	$149,679,519	$83,966,559	$1,172,688,081	$5,000,000
Alpine County Transportation Commission	$360,641	$360,794	$6,740	$3,781	$739,518	$25,000
Amador County Transportation Commission	$2,336,465	$2,341,606	$218,158	$122,381	$5,263,373	$52,634
Butte County Association of Governments	$10,488,545	$10,514,269	$1,113,156	$624,454	$23,989,331	$239,893
Calaveras County Local Transportation Commission	$2,576,611	$2,582,360	$238,532	$133,811	$5,798,936	$57,989
Colusa County Local Transportation Commission	$1,402,047	$1,404,830	$119,153	$66,842	$3,126,556	$31,266
Del Norte County Local Transportation Commission	$1,675,501	$1,678,974	$149,752	$84,007	$3,756,247	$37,562
El Dorado County Local Transportation Commission	$9,085,857	$9,108,041	$971,781	$545,145	$20,801,115	$208,011
Tahoe Regional Planning Agency	$5,753,283	$5,767,052	$596,916	$334,855	$13,121,818	$131,218
Fresno County Council of Governments	$51,406,113	$51,535,149	$6,249,069	$3,505,575	$119,707,058	$1,197,071
Glenn County Local Transportation Commission	$1,752,922	$1,756,591	$154,691	$86,778	$3,924,537	$39,245
Humboldt County Association of Governments	$7,130,906	$7,148,153	$825,047	$462,831	$16,492,599	$164,926

Imperial County Transportation Commission	$9,362,644	$9,385,526	$1,027,524	$576,416	$21,504,942	$215,049
Inyo County Local Transportation Commission	$1,259,080	$1,261,501	$99,284	$55,696	$2,786,952	$27,870
Kern Council of Governments	$46,278,687	$46,394,777	$5,050,974	$2,833,473	$106,224,857	$1,062,249
Kings County Association of Governments	$7,982,701	$8,002,098	$827,175	$464,025	$18,204,049	$182,040
Lake County/City Council of Governments	$3,706,510	$3,715,111	$370,593	$207,894	$8,415,895	$84,159
Lassen County Local Transportation Commission	$1,829,937	$1,833,800	$165,103	$92,619	$4,106,698	$41,067
Los Angeles County Metropolitan Transportation Authority	$498,650,905	$499,909,177	$119,494,973	$67,033,765	$1,319,156,350	$5,000,000
Madera County Local Transportation Commission	$8,254,231	$8,274,315	$850,825	$477,292	$18,811,248	$188,112
Mariposa County Local Transportation Commission	$1,161,396	$1,163,571	$91,799	$51,497	$2,571,256	$25,713
Mendocino Council of Governments	$4,848,229	$4,859,713	$505,296	$283,459	$11,063,615	$110,636
Merced County Association of Governments	$14,669,424	$14,705,704	$1,558,919	$874,515	$33,557,593	$335,576
Modoc County Local Transportation Commission	$739,160	$740,269	$49,336	$27,676	$1,611,794	$25,000
Mono County Local Transportation Commission	$976,126	$977,834	$171,629	$96,279	$2,414,427	$25,000
Transportation Agency for Monterey County	$22,218,449	$22,273,790	$2,975,692	$1,669,291	$52,475,803	$524,758
Nevada County Local Transportation Commission	$5,416,406	$5,429,324	$554,558	$311,093	$12,333,568	$123,336
Orange County Transportation Authority	$160,108,526	$160,512,022	$22,473,788	$12,607,247	$380,916,076	$3,809,161
Placer County Transportation Planning Agency	$16,356,936	$16,397,478	$1,900,006	$1,065,857	$37,851,991	$378,520
Plumas County Local Transportation Commission	$1,257,263	$1,259,680	$114,463	$64,211	$2,824,038	$28,240
Riverside County Transportation Commission	$123,382,700	$123,693,468	$14,828,290	$8,318,309	$286,859,385	$2,868,594
Sacramento Area Council of Governments	$100,321,824	$100,574,367	$13,907,018	$7,801,498	$238,207,702	$2,382,077
Council of San Benito County Governments	$3,609,072	$3,617,427	$348,002	$195,221	$8,160,164	$81,602
San Bernardino County Transportation	$110,856,746	$111,135,888	$13,864,934	$7,777,890	$259,191,238	$2,591,912

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-640

MEETING:	December 5, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Receive a Presentation by Fehr & Peers; and Adopt the Mariposa County Local Road Safety Plan

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Fehr & Peers; and Adopt the Mariposa County Local Road Safety Plan.

The purpose of the Local Road Safety Plan (LRSP) is to identify "hotspot" collision areas on roadways within the County and explore both short and long-term corrective measures that may reduce collision rates and improve roadway safety. The LRSP was developed using grant funds awarded by Caltrans and is required for local jurisdictions to qualify for Highway Safety Improvement Program (HSIP) grant funds. HSIP is a federal-aid program that focuses on reducing fatalities and serious injuries on public roadways. HSIP provides funding for projects that have the sole purpose of reducing crashes and improving roadway safety. HSIP projects are very data-driven. They are screened based on rates and severity of crashes, selected countermeasures, and cost/benefit ratios to justify investment.

This report focuses on a five-year period (2014 - 2018) of collisions. During this timeframe, the County has experienced 418 reported collisions, 16 of which were fatal.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 16, 2021, Resolution 2021-135, the Board approved the Public Works Director to advertise, award, and sign an agreement for the LRSP.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The LRSP is required to be eligible to compete for future cycles of HSIP funds and failure to adopt will jeopardize grant opportunities for safety improvements on County roads.

FINANCIAL IMPACT

There is no direct fiscal impact as a result of this Board Action. Future safety projects will be brought to the Board for approval.

ATTACHMENTS

1. **Mariposa Co LRSP**
2. **Mariposa LRSP BOS Presentation**

VOTE RESULT

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

Mariposa County Local Roadway Safety Plan



DRAFT
November 2023

Statement of Protection of Data from Discovery and Admissions

Section 148 of Title 23, United States Code

REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION — Notwithstanding any other provisions of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at the location identified or addressed in the reports, surveys, schedules, lists, or other data.

This study applies a systemic safety approach that identifies certain features on particular roadways that are correlated with specific collision types and frequencies. This broad approach is necessitated by the inherent nature of covering an entire agency's facilities in one study and the limited scope/budget available to prepare local roadway safety plans. Limited time is available to perform field observations throughout the study area to contextualize the data, and therefore, it is beyond the scope of work to perform in-depth "hot spot" evaluations at all locations.

The analysis and recommendations in this report are conceptual in nature based upon limited information, and before implementing any changes, or using any of its information for design or construction, more detailed analysis should be conducted to make sure that the design or construction documents reflect specific, detailed, local, and field conditions.

Adrian Engel, P.E.
Registered Professional Engineer

Acknowledgments

The Mariposa County Local Roadway Safety Plan was funded through a Local Roadway Safety Plan (LRSP) grant provided by the California Department of Transportation (Caltrans). Fehr & Peers assisted Mariposa County in preparing the plan.

CALTRANS LRSP GRANT ID: LRSPL-???



Mariposa County

Matt Hespenheide

Fehr & Peers

Rodney Brown, AICP, PTP, RSP1

Meghan Mitman, AICP, RSP2I

Adrian Engel, PE, LEED AP, CASp

Glossary

AASHTO American Association of State Highway and Transportation Officials

ADT Average Daily Traffic

AHSC Affordable Housing and Sustainable Communities

ATP Active Transportation Program

CIP Capital Improvement Plan

CMF Crash Modification Factor

CRF Crash Reduction Factor

DUI Driving Under the Influence

FAST Act Fixing America's Surface Transportation Act

FHWA Federal Highway Administration

GHG Greenhouse Gas Emissions

HCD Housing and Community Development

HSIP Highway Safety Improvement Program

HSM Highway Safety Manual

ICP Integrated Connectivity Project

ITE Institute of Transportation Engineers

KSI Killed or Severely Injured

LPP Local Partnership Program

LRSM Local Roadway Safety Manual

LRSP Local Roadway Safety Plan

LSRP Local Streets and Roads Program

LTF Local Transportation Fund

MCLTC Mariposa County Local Transportation Council

MPH Miles Per Hour

MUTCD Manual on Uniform Traffic Control Devices

OTS Office of Traffic Safety

PCF Primary Collision Factor

PHB Pedestrian Hybrid Beacon

RAISE Rebuilding American Infrastructure with Sustainability and Equity

RIPA Rural Innovation Project Areas

RRFB Rectangular Rapid Flashing Beacon

RTP Regional Transportation Plan

SRTS Safe Routes to School

SS4A Safe Streets and Roads for All

STIP State Transportation Improvement Program

SWITRS Statewide Integrated Traffic Records System

TCC Transportation Climate Communities

TIMS Transportation Injury Mapping System

TOD Transit Oriented Development

VMT Vehicle Miles Traveled



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3 Safety Stakeholders 13

4 Existing Safety Planning Efforts 17

5 Collision Analysis 23

6 Emphasis Areas and Countermeasures 37

7 Implementation, Evaluation, and Funding 85


MARIPOSA COUNTY TRAILS DAY
THIS SATURDAY, 9:00AM - MARIPOSA ARTS PARK
MARIPOSA COUNTY TRAILS DAY
SWEETWATER
GROCERY & DELI
SPEED LIMIT 35
AHEAD

Chapter 1

Introduction

A local roadway safety plan (LRSP) is used to identify, analyze, and prioritize roadway safety improvement needs within a specified area, and to develop measures to address those needs. Mariposa County is committed to prioritizing transportation safety and reducing traffic-related deaths and serious injuries on local roads for all road users; thus, this LRSP was created.

About Mariposa County

Mariposa County, located along the western slope of the Sierra Nevada Mountains, has a population of approximately 17,400 residents.[1] The county encompasses approximately 1,463 square miles; more than half of this area is under the jurisdiction of federal agencies such as Yosemite National Park, the United States Forest Service, and the Bureau of Land Management.[2] The county includes no incorporated cities. The Town of Mariposa is the County seat and the largest town in the county. There are also 10 other identified communities in the county.[3]

The roadway network within the county is comprised primarily of approximately 564 centerline miles of County roadways (360 paved and 204 unpaved) and 123 centerline miles of State highways. Although they are not included in the scope of this plan, Mariposa County's roadway network also encompasses a few hundred miles of federal national park and forest service roads and privately owned roads.

About the LRSP

This LRSP is the first comprehensive safety plan for Mariposa County. The plan is intended to assist the County with safety infrastructure funding applications. For example, the Highway Safety Improvement Program (HSIP) requires that an agency complete an LRSP or equivalent to be eligible for funds. The federal Safe Streets for All (SS4A) funding program has requirements for a similar plan.

The Mariposa County LRSP utilizes a systemic safety approach that focuses on identifying the top systemic collision patterns throughout the county, in addition to hotspots for collisions. This collision analysis is then used to identify proven countermeasures that can be implemented using local capital improvement plans, statewide funding programs, and federal funding programs.

ITE Safe System Framework: Focus on Safe Speeds

The ITE Safe System framework provides context for the focus on safe speeds within a Safe System approach. For vulnerable users, speed is a determining factor in survivability – a human's chance of surviving being struck by a vehicle increases from 20% at 40 miles per hour to 60% at 30 miles per hour to 90% at 20 miles per hour. Reducing speed in the presence of vulnerable users is a key Safe System strategy.

Approaches include:

- *Physical roadway designs (considering factors such as width and horizontal alignment) to limit free flow speeds,*
- *Traffic calming treatments that induce slower speeds,*
- *Traffic signal timing that minimizes high speed flow, and*
- *In-person or automated enforcement that discourages speeding.*

What is the Safe System Approach?

The Safe System approach is based on the idea of anticipating human mistakes, with the goal of eliminating fatal and serious injuries for all road users. A Safe System acknowledges the vulnerability of the human body—specifically the amount of kinetic energy transfer a body can withstand—when designing and operating a transportation network, and therefore strives to minimize serious consequences of crashes.

The Safe System approach is based on collaborative action by all road system stakeholders, from system operators and vehicle manufacturers to law enforcement and everyday users.

According to the World Health Organization, the goal of a Safe System is to ensure that if crashes occur, they "do not result in serious human injury." [4] A Safe System approach addresses the five integrated elements of a safe transportation system – safe road users, safe vehicles, safe speeds, safe roads, and post-crash care – through a wide range of interventions (see Figure 1).

Creating a Safe System means responsibility for road safety is not born solely by road users. "Individual road users have the responsibility to abide by laws and regulations" and do so by exhibiting due care and proper behavior on the transportation system. While road users are responsible for their own behavior, safety is a shared responsibility with those who design, operate, and maintain the transportation network, including the automotive industry, law enforcement, elected officials, and government bodies.[5]

In a Safe System, roadway system designers provide safe roadways by using engineering standards, guidance from organizations such as Caltrans and the American Association of State Highway and Transportation Officials (AASHTO), and engineering judgment to create context-sensitive safety solutions.

This LRSP applies a data-driven process to:

- Address fatal and severe injuries for people who are walking, biking, and driving;
- Identify high risk roadway characteristics;
- Recommend countermeasures to address these collision types and characteristics;
- Develop an implementation and evaluation plan; and
- Identify potential funding sources to assist with implementation of countermeasures.

Endnotes

1. U. S. Census 2019 5-Year American Community Survey Population Estimates
2. Mariposa County General Plan
3. 2017 Mariposa County Regional Transportation Plan
4. World Health Organization (2011). Decade of Action for Road Safety 2011-2020. Retrieved from https://www.who.int/roadsafety/decade_of_action/plan/plan_en.pdf.
5. Ibid.



Figure 1: The Safe System Approach

Source: Fehr & Peers for FHWA


LITTLE SHOP OF
RAMEN
The Local Grape

Chapter 2

Vision & Goals

Mariposa County Safety Vision Statement

Minimize fatalities and serious injuries and make travel safer for all who drive, walk, or bicycle in Mariposa County.

The Mariposa County Safety Vision Statement was created at the beginning of the LRSP development project. Although eliminating all fatalities and serious injuries is the ultimate goal for roadway safety in the county, achieving this goal is challenging. For the foreseeable future, the vision to minimize fatalities and serious injuries is more likely to be achieved. As this plan is implemented and progress made toward achieving this vision and accomplishing its four subgoals (discussed below), this vision can be updated to continue to increase safety for all road users.

The following goals support and guide the County's efforts to achieve this vision:

Goal 1

Reduce driving under the influence (DUI) through educational and enforcement programs, and reduce the severity of DUI collisions through infrastructure improvements.

Goal 2

Reduce the frequency and degree of speeding through roadway design and traffic calming and educational and enforcement programs.

Goal 3

Implement infrastructure improvements at intersections to reduce the number and severity of collisions at the intersection of local roads with State highways and intersections of major local roads.

Goal 4

Foster a countywide culture of safety for people walking and riding bicycles, with responsibility shared by all road users, especially for walking inside the county's two towns and for bicycling in rural areas.


Mariposa
CALIFORNIA REPUBLIC

Chapter 3

Safety Stakeholders

Mariposa County staff collaborated with stakeholders for safety in the county to ensure the LRSP included the perspective of various departments and organizations.

Stakeholders included representatives from the following:

- California Department of Transportation
- California Highway Patrol
- Mariposa County Department of Public Health
- Mariposa County Department of Public Works
- Mariposa County Department of Road Maintenance
- Mariposa County Office of Emergency Services
- Mariposa County Sheriff's Office
- Mariposa County Superintendent's Office



Initial Stakeholder Outreach

In early 2022, each of the stakeholders was contacted by County Public Works staff to discuss the vision for the plan and existing safety conditions in Mariposa County. An overview of recent collision trends was shared, including breakdowns of collisions by severity, year, and mode; type; location; and primary collision factor. Maps identifying the locations of all injury collisions and killed or severely injured collisions were shared. An overview of the Safe System approach and initial results from systemic analysis were also shared. Stakeholders were given the opportunity to provide input about their safety concerns in the county.

Public Outreach

Input on safety concerns was accepted from the public through a public meeting in February 2022 and email. Notification was provided via the Mariposa Gazette local newspaper and County social media. No comments were received.

Stakeholder Review of Recommendations

A draft of this plan, including the emphasis areas and safety countermeasures, was shared with the stakeholders. Feedback from the stakeholders was reviewed and incorporated into the plan.


ERECTED 1854.


STOP
MARIPOSA 28
49
SONORA 31

Chapter 4

Existing Safety Planning Efforts

In recent years, Mariposa County has made efforts to improve safety through a range of plans, policies, and improvement projects. This chapter provides a summary of recent efforts.

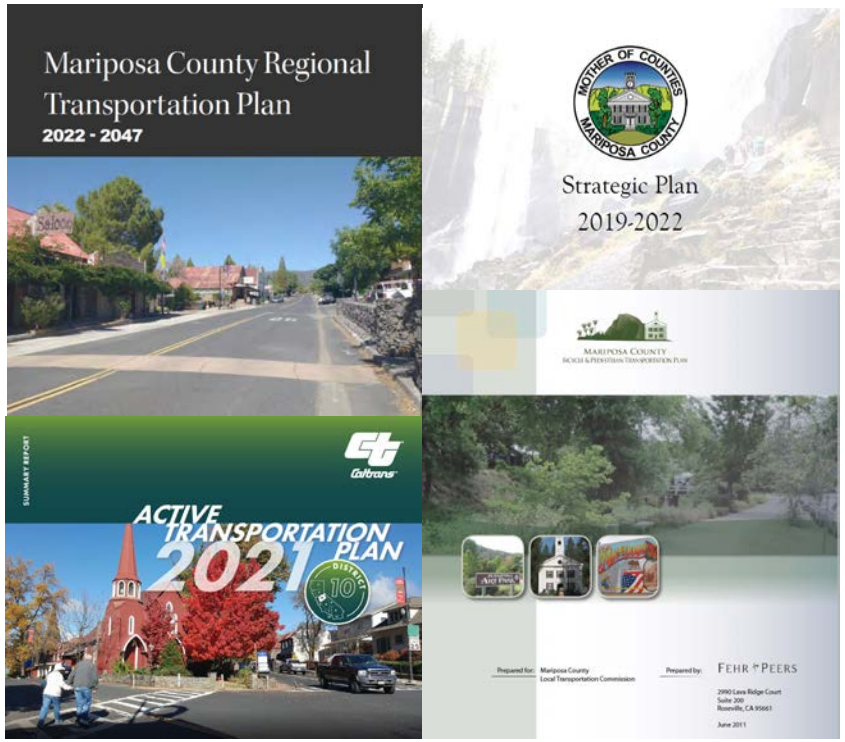
2017 Mariposa County Regional Transportation Plan

The 2017 Mariposa County Regional Transportation Plan (RTP) was adopted by the Mariposa County Local Transportation Commission in September 2023. It included the following components related to transportation safety.

Online Survey

An online survey was posted on the project website to solicit input about transportation needs and preferences from county residents. There were 172 responses received. Concerns identified in the survey included the following:

- Many drivers were concerned about safety on State highways.
- Pedestrians felt unsafe walking on local roads and noted concerns with missing sidewalks, poor conditions of existing sidewalks, and lack of safe crossings, particularly in the town of Mariposa.
- Bicyclists felt unsafe riding on roads in the county and were concerned by the lack of bicycling infrastructure, poor road and shoulder conditions, the lack of respect they receive from drivers, and a lack of secure bicycle parking.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.



Recent plans related to safety

Pictured: Mariposa County Regional Transportation Plan, Strategic Plan, Bicycle and Pedestrian Plan, and Caltrans District 10 Active Transportation Plan

Goals, Objectives, and Policies

The RTP vision is: Create safe, efficient, and economically feasible regional transportation that:

- enhances livability for both residents and visitors while maintaining the rural character of Mariposa County
- serves the social, cultural, economic, and environmental needs of the county, considering transit, bicycle, pedestrian, parking, aviation, and freight transportation; and
- is maintained in good condition and improved to meet future needs, considering existing and new land use development in the county, interregional travel, and the effects of changing climate.

The RTP contains the following goals, objectives, and policies related to transportation safety:

- Goal 1: Highways: Develop an adequate, safe, and efficient regional roadway system for vehicle travel with accommodations for walking and biking while maintaining the rural character of Mariposa County.
  - Objective 1.1 – Monitor, maintain, and improve roadway and intersection safety conditions.
  - Policy 1.1.1 – Annually prepare countywide summary reports of collisions, identifying trends and contributing factors, utilizing the Safe System approach.
  - Policy 1.1.2 – Develop projects and apply for funding to improve roadways and intersection locations with greater collision frequencies or systemic factors.
  - Policy 1.1.3 – Update County Road policies, plans, and standards to support the goals, policies, and actions of the upcoming Local Roadway Safety Plan and Active Transportation Plan.
  - Objective 1.2 – Develop tourist transportation corridors and routes to provide adequate service and safe mobility for all transportation modes, including personal vehicles, transit, biking, and walking.
  - Policy 1.2.1 – Work with Caltrans to support and improve State highways.
  - Objective 1.3 – Prioritize maintenance and improvement of deficient maintenance conditions of existing transportation facilities, consistent with available funding and engineering study findings.
  - Policy 1.3.4 – Manage vegetation along roadways to reduce the impacts of climate change on transportation, support evacuation routes, and provide safe access for bicyclists and pedestrians.
  - Policy 1.3.5 – Prioritize use of maintenance funding based on safety, road volume, and facility condition.
  - Objective 1.4 – Design and implement the circulation system to meet community needs, equitably distribute benefits and impacts, consider environmental values, and protect historic and natural features within the county.
  - Policy 1.4.3 – Maintain and update lighting to improve safety for all modes while preserving the county's dark skies, which are an environmental and quality-of-life asset for residents and visitors.
- Goal 3: Active Transportation: Develop a safe and efficient regional system of bicycle, pedestrian, and equestrian facilities to accommodate, encourage, and increase safe active transportation use in Mariposa County, thus serving residents and visitors, especially those with fewer transportation options, reducing VMT and GHG and improving air quality.
  - Objective 3.1 – Develop and construct a regional bicycle, pedestrian, and equestrian system to complement existing transportation facilities.
  - Policy 3.1.2 – Develop and construct a regional bicycle, pedestrian, and equestrian system to complement existing transportation facilities.
  - Objective 3.2 – Support safe and convenient walking and biking through ongoing facilities maintenance and non-infrastructure programs.
- Goal 9: Land Use: Improve livability in the county through coordinated decision-making in land use and transportation.
  - Objective 9.1 – Design the transportation system to

accommodate land use development with consideration of both local transportation goals and regional transportation needs.

- Policy 9.1.3 – Develop transportation analysis requirements for land use projects that consider safety and accessibility for all modes, including walking, biking, and transit, and support reduction of VMT.

Performance Measures

The RTP contains four performance measures related to transportation safety for County roads and State Highways. Supporting this measure, the plan included summaries of collision data from the California Statewide Integrated Records System (SWITRS), the Caltrans Traffic Accident Surveillance and Analysis System, and the Strategic Highway Safety Plan dashboard.

Transportation Safety and Security Action Plan

The Transportation Safety and Security Action Plan, part of the Action Element, included the following short-term and long-term actions.

- Work with Caltrans to implement projects included in the state route TCRs [transportation concept reports] which will increase safety on State highways.
- Work with the California Highway Patrol (CHP), Caltrans, and County agencies to increase public outreach and education and related enforcement initiatives that target high risk behavior issues that improve safety.
- Implement projects in the Bicycle and Pedestrian Transportation Plan and upcoming Active Transportation Plan to increase safe bicycle and pedestrian access throughout the county.

Project Lists

All roadway, bicycle, and pedestrian projects were identified as supporting the safety goals of the plan.

Mariposa County General Plan

The Mariposa County General Plan was adopted in 2006; the most recent update was made in 2019. The Circulation, Infrastructure, and Services Element; the Safety Element; and other relevant sections of the plan were reviewed for this assessment. The Circulation Element contains the following goal, policy, and implementation measure related to safety:

- Goal 9-1: All development shall have safe and adequate access.
- Policy 9-1e: Adopt comprehensive standards for all County roadways.
- Implementation Measure 9-1e(1): The County shall incorporate standards and specifications applicable to roads under County jurisdiction, which will include:
  - a requirement that all roads serving road systems shall have an all-weather surface,
  - all new roads shall be constructed to fire safe standards,
  - all new non-County maintained roads shall be contained within mandatory road maintenance associations or zones of benefit,
  - all road construction shall be inspected and approved by the Public Works Department, and
  - road circulation within a system shall be designed to be interconnecting and cul-de-sac or dead-end roads shall be designed to be safe.

Mariposa County Strategic Plan

The 2019-2022 Mariposa County Strategic Plan identifies focus areas for achieving the County's desired vision as "a thriving, scenic, historic and culturally vibrant rural community where residents, businesses, and visitors enjoy opportunity, security, engagement, prosperity and wellness."

- Focus Area 1: Safety: This focus area concentrates on emergency

preparedness and timely response and does not specifically relate to transportation safety.

- Focus Area 2: Wellness: This focus area includes the following initiative:
  - Improve accessibility to the hospital from Highways 49 & 140.
- Focus Area 4: Infrastructure: This focus area includes the following initiative:
  - Improve the safety of pedestrians by adding sidewalks and crosswalks.

Mariposa County Bicycle and Pedestrian Transportation Plan

The Mariposa County Bicycle and Pedestrian Transportation Plan was released in 2011. The plan includes the following goals related to transportation safety:

- Goal AT3: Develop a safe, accessible transportation system for all users.
- Goal B1: Develop a continuous, interconnected system of bikeways providing reasonably direct, enjoyable, and safe routes within and between neighborhoods and communities throughout the county.
- Goal B3: Provide a comfortable environment for bicyclists by enhancing safety.
- Goal B4: Maintain and construct bicycle facilities in a manner that promotes safety, increases convenience, and minimizes lifetime costs.
- Goal P4: Review collision data annually and work to reduce the rate of pedestrian collisions.

An online survey conducted for the plan noted that "Safety concerns due to traffic" were a common theme in response to the question, "What keeps you from bicycling/walking in Mariposa County?" Similarly, in a public workshop, participants completed an exercise where they answered the question, "What are the issues for pedestrians in Mariposa County?" Of the six options available for selection, the two most common were, "I don't feel safe walking," and "I would walk more if sidewalks were available and better connected."

The plan identified several projects. One of the prioritization criteria for the projects was "Serves an immediate safety need."

Mariposa Creek Parkway Master Plan

The Mariposa Creek Parkway Master Plan was released in December 2019. The plan guides the implementation of the improvement and expansion of the Mariposa Creek Parkway, tying the existing trail into a larger network of recreational and cultural spaces. The Parkway's implementation and final design is guided by community-driven themes identified during the project's community engagement phase: (1) Health & Wellness; (2 Community & Creativity; and (3) Education & Environment. The plan establishes a vision for a larger, interconnected regional trail system that continues northwards to SR 49, and southwards to the Mariposa County Fairgrounds. The project also seeks to enhance existing portions of the Parkway with amenities.

Mariposa County Planning Department staff indicated that the Mariposa Creek Parkway project received a $4.4 million Active Transportation Program (ATP) Grant for the "shovel-ready" elements of the Parkway, which include a 10-foot, paved Class I bikeway, as well as other features such as lighting improvements. The project will also include the completion of the sidewalk network on the south side of Jessie Street. The parkway will connect to 11th Street Paseo, which connects to pedestrian safety enhancement projects on SR 140.

Mariposa Creek Parkway Phase III Conceptual Plan & Phase I and II Enhancement Program

The Mariposa Creek Parkway Phase III Conceptual Plan & Phase I and II Enhancement Program was released in August 2017. The document includes plan criteria, parkway alignment alternatives, proposed enhancements to prior phases of the project, and implementation strategies (such as partnerships and funding).

Phase III will extend the trail from 8th Street to Joe Howard Street and make on-street improvements to connect the trail to a new 11th Street Paseo. Features of the proposed Phase III conceptual design include the following:

- Paved north side and south side trails providing approximately one-half miles of walking/biking surface
- Two bridges across Mariposa Creek
- ADA-compliant paved trails throughout the Parkway

Work has begun on developing a plan for Phase IV of the trail and is expected to be completed in 2024.

Mariposa County Code

The Mariposa County Code titles below were reviewed for their applicability to transportation network safety.

- Title 8 Health and Safety: Does not contain sections related to transportation safety.
- Title 10 Vehicles and Traffic: Specifies speed limits on several roadway segments.
- Title 12 Streets, Sidewalks and Other Public Property: Does not contain sections related to transportation safety.

Caltrans District 10 Active Transportation Plan

The Caltrans District 10 Active Transportation Plan (ATP), released in July 2021, noted that public engagement participants shared a desire for safe and comfortable bicycling facilities in the Community of Mariposa on SR 49.




RIPOSA COUNTY
IGH SCHOOL

Chapter 5

Collision Analysis

This section summarizes the results of the collision analysis for Mariposa County, which will inform future project prioritization and countermeasure selection.

This analysis considers injury collisions from January 2014 through December 2018, available through UC Berkeley SafeTREC's Transportation Injury Mapping System (TIMS) as of March 2021. TIMS contains geocoded collision data from the California Statewide Integrated Records System (SWITRS), a collision database maintained by the California Highway Patrol. Each collision record has details such as collision location, type, severity, parties involved, and contributing factors. Data from 2018 was the most recent data which had been finalized by SafeTREC, and also excludes effects of the COVID-19 pandemic.

California Office of Traffic Safety (OTS) statistics for 2018 were also reviewed to determine how Mariposa County compares to other California counties on several roadway safety measures. OTS creates crash rankings comparing safety performance across counties. This data for the county is included in the appendix.

The following parameters are used for the collision dataset:

- **Geographic Limits**: Entirety of Mariposa County excluding Yosemite National Park.
- **Collision Severity**: All injury collisions, thus excluding property-damage-only collisions without injuries.
- **Lead Agency**: Collisions on roads maintained by Mariposa County or Caltrans.

Table 1: Collision Summary

	Vehicle	Bike	Pedestrian	Total
Total	402	9	7	418
Fatal or Severe	80	4	3	87

Caltrans Local Roadway Safety Manual (LRSM)

Chapter 2 of Caltrans's LRSM states that safety practitioners should "consider a wide range of data sources to get an overall picture of the safety needs" (p. 14).

Crash data and contextual data were collected and analyzed as part of this plan, as well as anecdotal input from County staff and stakeholders.

Killed or Severely Injured in a Collision

Severe injuries resulting from a traffic collision can result in a number of catastrophic impacts, including permanent disability, lost productivity and wages, and ongoing healthcare costs. These injuries can include:

- *Broken or fractured bones*
- *Dislocated or distorted limbs*
- *Severe lacerations*
- *Severe burns*
- *Skull, spinal, chest, or abdominal injuries*
- *Unconsciousness at or when taken from the collision scene*

Throughout this plan, the acronym KSI, for killed or serious injury, is used to denote collisions where someone was killed or severely injured.

Driving under the influence collisions disproportionately result in a fatality or severe injury.

This approach focuses the study on local roadways and intersections under the control of Mariposa County and Caltrans facilities, which comprise the backbone of the roadway network in the county.

Each collision is categorized as either an intersection or roadway collision.

Intersection collisions are identified as those within 175 feet of an intersection. Intersections are categorized based on the intersecting roadway types:

- State highway - State highway
- State highway - County road
- County road - County road

Roadway collisions are all other collisions. Roadways are categorized by two factors:

- Functional classification
  - State highway
  - County route
  - Major collector
  - Minor collector
  - Local road
- Speed limit (County roads only)
  - 25 mph
  - 35 mph
  - 45+mph

Although speed limit data was not available for State highways, speed limits on these roads are generally higher than on local roads, often 55 mph or more.

In addition to these factors, proximity to crosswalks was evaluated for pedestrian collisions, and proximity to schools was evaluated for pedestrian and bicyclist collisions. Collisions within 300 feet of a crosswalk are considered to be near a crosswalk. Collisions within one-half mile of a school are considered to be near a school. Motorcyclist involvement was also evaluated; in the OTS rankings, the county scored much worse than similar counties for collisions involving motorcycles.

It is important to note that collision databases have been found to have certain reporting biases, including:

- Collision involving people walking, on bicycles, or on motorcycles are less likely to be reported than collisions with people driving.
- Property-only damage collisions are less likely to be reported compared to more severe collisions.
- Younger victims are less likely to report collisions.
- Alcohol-involved collisions may be underreported.
- Distracted driving may not be consistently captured in collision reports.

Race, income, immigration status, and English proficiency may also impact reporting, but there is limited research on these factors.

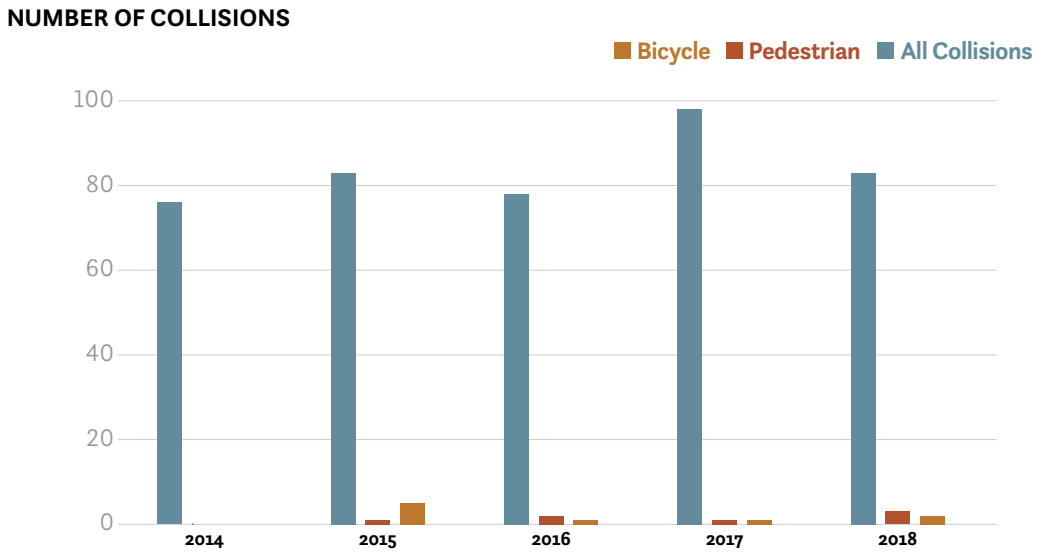
With those caveats in mind, this analysis identified several collision trends and risk factors in Mariposa County, including the following:

- Drugs and alcohol increase the likelihood that a collision will be more severe.
- Intersections of local roads with State highways and State highways with other State highways had a disproportional share of collisions.
- Most roadway collisions occurred on State highways.
- Local roads with 45 mph speed limits also had a large share of total collisions, but not KSI collisions.
- Hit object and overturned vehicle collisions represent 67.5 percent of all collisions and 72.4 percent of KSI collisions, not unexpected for the rural areas of Mariposa County with rolling or mountainous terrain.

Collisions by Year by Mode

From 2014 to 2018, there were 418 total injury collisions; nine involved a bicyclist and seven involved a pedestrian.

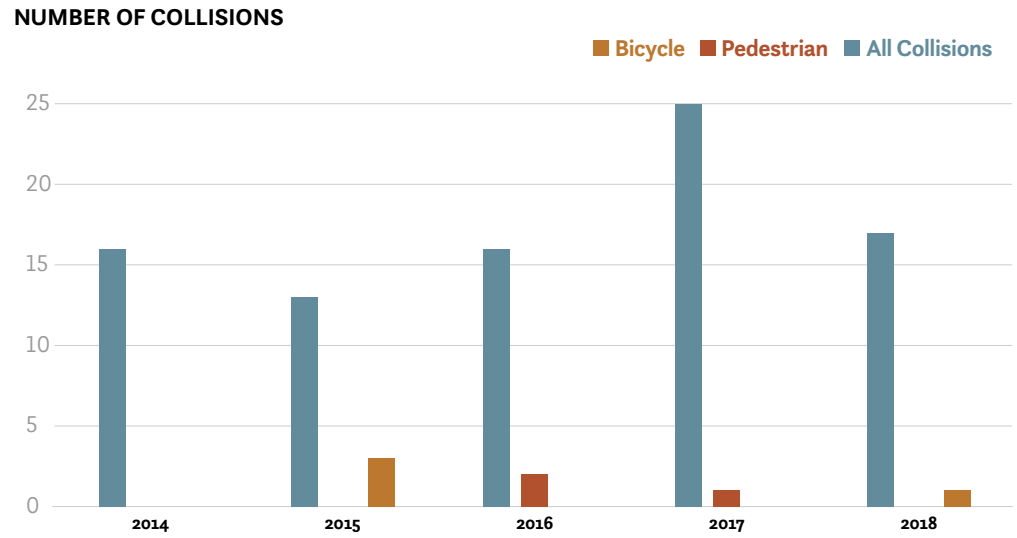
Figure 2: Collisions by Year by Mode, 2014-2018



KSI Collisions by Year by Mode

From 2014 to 2018, there were 87 KSI collisions; four involved a bicyclist and three involved a pedestrian. During this period, there were 16 fatal collisions resulting in the loss of 23 lives. This indicates that, on average, four to five people are killed each year in collisions on roads in Mariposa County.

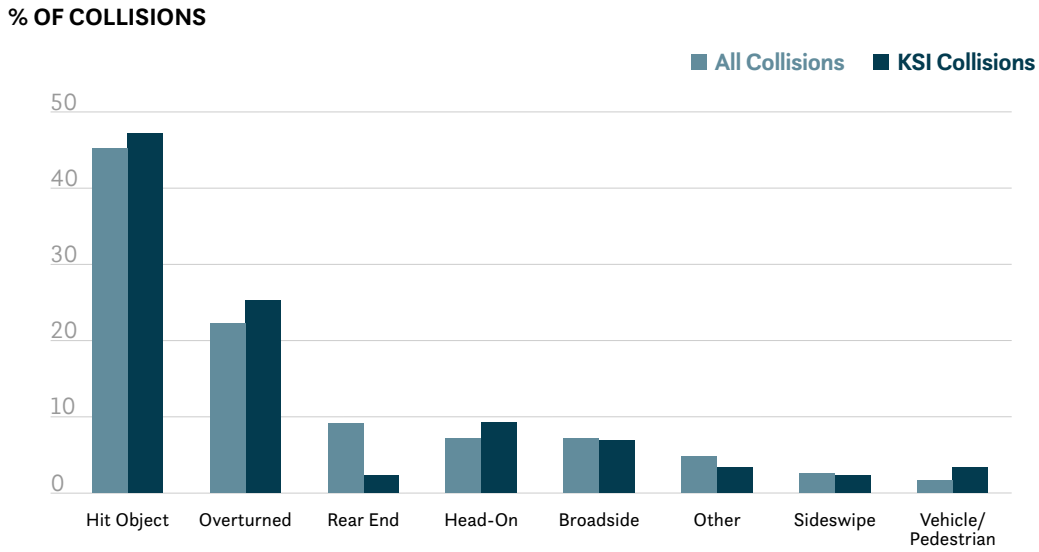
Figure 3: KSI Collisions by Year by Mode, 2014-2018



Collision Type

The most common collision types in the study area are Hit Object (45 percent), Overturned (22 percent), Rear End (9 percent), Head-On and Broadside (7 percent each). For KSI collisions, Hit Object (47 percent) and Overturned (25 percent) collisions are most common and combined represent 72 percent of all KSI collisions.

Figure 4: Collisions by Collision Type, 2014-2018



Driving Under the Influence

Drugs or alcohol increase the likelihood that a collision will be more severe in unincorporated Mariposa County. While 14 percent of all collisions involve drugs or alcohol, 20 percent of KSI collisions involve drugs or alcohol. According to the OTS rankings, the county performed notably worse than similar counties for collisions involving alcohol, especially for drivers 21-34 years of age.

Figure 5: Collisions by Driving Under the influence, 2014-2018



Primary Collision Factor (PCF)

The most common PCFs in the study area are Improper Turning (39 percent), Unsafe Speed (25 percent), Driving Under the Influence (14 percent), and Vehicle Right of Way Violation (7 percent). For KSI collisions, the most common PCFs are Improper Turning (35 percent), Unsafe Speed (24 percent), and Driving Under the Influence (20 percent). As previously noted, driving under the influence collisions disproportionately result in a fatality or severe injury.

Victim Age Profile

Table 2 displays the population age distribution in Mariposa County (US Census Bureau, 2018 ACS 5-Year Estimates) and the collision victim age distribution by all collision victims, KSI collision victims, bicycle/pedestrian collision victims, and bicycle/pedestrian KSI collision victims. A victim is any party injured in a collision. As displayed, victims age 15-24 are overrepresented in all collisions; victims age 25-44 are overrepresented in all, KSI, and bicycle/pedestrian KSI collisions; and victims age 45-64 are overrepresented in KSI, bicycle/pedestrian, and bicycle/pedestrian KSI collisions.

Figure 6: Collisions by Primary Collision Factor, 2014-2018

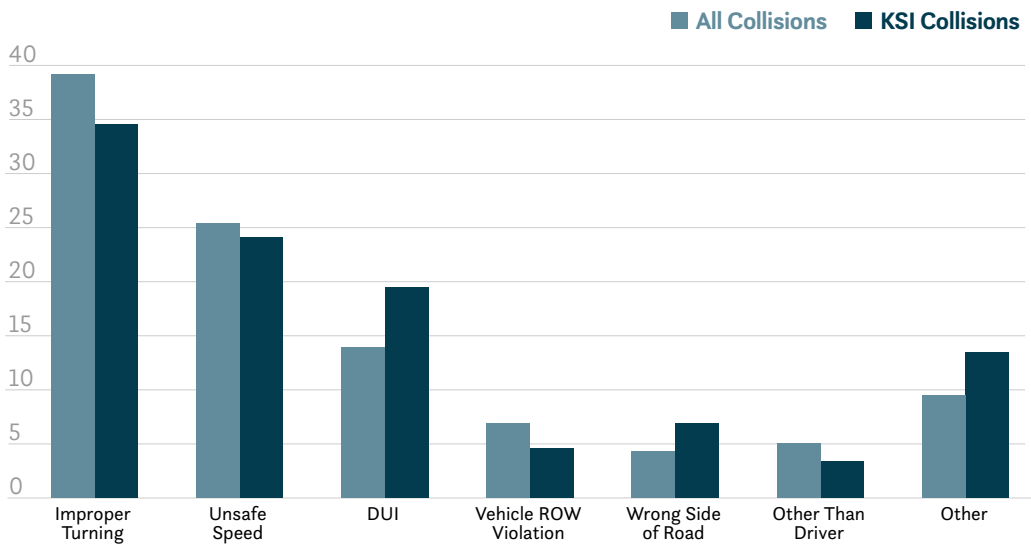


Table 2: Victim Age Distribution

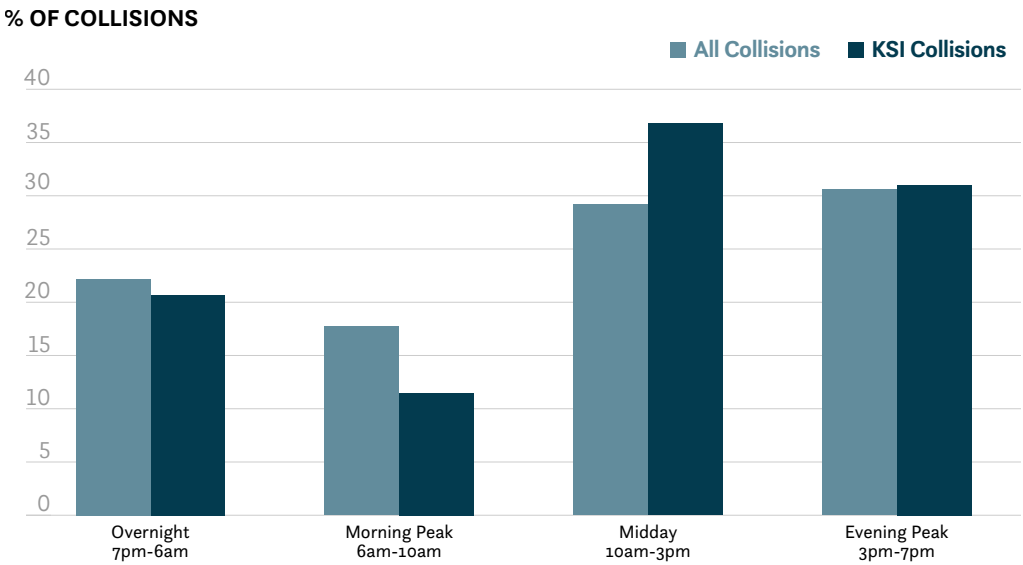
Overrepresented groups are noted in brown

Age	Population %	All Collision Victim %	KSI Victim %	Bike/Ped Victim %	Bike/Ped KSI Victim %
Under 15	14	10	4	16	14
15-24	10	23	11	11	0
25-44	18	26	24	11	29
45-64	31	28	41	53	57
65+	27	13	21	11	0

Time of Day

Most collisions occurred during the evening peak (3 PM to 7 PM) or midday (10 AM to 3 PM) periods. KSI collisions were disproportionately high during the midday period. According to the OTS rankings, the county performed notably worse than similar counties for collisions at night (9:00 PM to 2:59 AM).

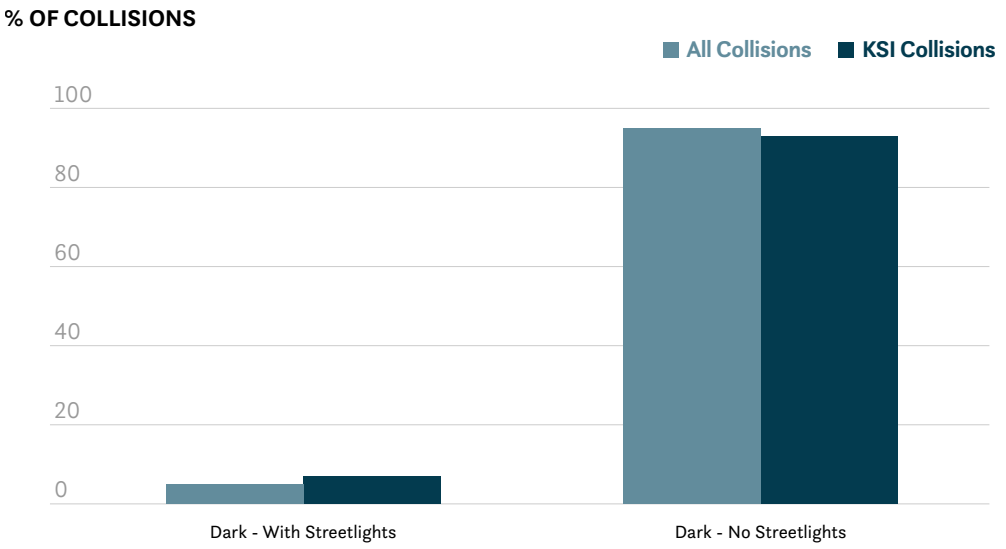
Figure 7: Collisions by Time of Day, 2014-2018



Lighting Conditions

Collisions that occurred in areas without streetlights represent 95 percent of all collisions that occurred when it was dark and 93 percent of KSI collisions that occurred when it was dark.

Figure 8: Overnight Collisions by Lighting Condition, 2014-2018




STOP
ESTATE
Sale
Every Sat
Fri Sun
ESTATE
SALE
FAX
COPIES

Systemic Analysis

Systemic analysis is a proactive safety approach that focuses on evaluating an entire roadway network using a defined set of criteria. It begins by examining collision history on an aggregate basis to identify high-risk roadway characteristics in addition to reviewing high-collision concentration locations. By merging adjacent road and intersection features with collision data, relationships can be uncovered between contextual factors and the risk of frequent and severe collisions. This systemic process relied on a collision typing analysis to identify key safety issues and collision types to prioritize.

Hot Spot Analysis

Following conventional collision mapping processes, a hot spot analysis was conducted to identify locations that have significantly higher collisions. Average Daily Traffic (ADT) conditions for all roadways were unavailable; therefore, the hot spot analysis is necessarily based exclusively on total number of collisions, rather than collision rates. Hot spots for all collisions and KSI collisions are displayed in Figures 9 and 10.

Collision Typing

When conducting systemic safety analysis, it is important to understand the relationship between collision characteristics (for example, primary collision factor, collision type, etc.) and the contextual characteristics (for example, speed limit, proximity to crosswalk, etc.) of the collision location. This data was combined in a systemic matrix that illustrates how the collision characteristic and contextual characteristic overlap. Each combination of a collision characteristic and a contextual characteristic represents a collision type (for example, rear end collisions at unsignalized intersections). The highest occurring collision types and collision types with the largest share of severe or fatal injuries were mapped and considered for further study. This systemic approach identifies roadway characteristics that have a high number of collisions, rather than focusing on individual roadways or intersections with a high number of collisions. By doing so, this process evaluates safety across the entire roadway system, rather than only focusing on spot improvements at individual locations where collisions have occurred.

Key Issues

The hotspot identification, collision typing, and stakeholder feedback informed the development of key issues that are divided into violations, crash types, and locations.

Violations

- Improper Turning, Unsafe Speed, and Driving Under the Influence of Alcohol or Drugs are the top violations for injury collisions and KSI collisions, accounting for nearly 80 percent of both.
- Driving Under the Influence collisions are overrepresented in KSI collisions, representing 14 percent of injury collisions but 20 percent of KSI collisions.

Crash Types

- Hit Object collisions account for the highest number of injury collisions and KSI collisions, nearly half of both types.
- Collisions involving a vehicle overturning result in nearly one-quarter of both types of collisions.
- Injury collisions involving a person walking or biking resulted in a fatality 44 percent of the time, while only 21 percent of injury collisions by all modes do.

Locations

- Approximately one-quarter of collisions occurred at intersections and three-quarters away from intersections.
- Most (63 percent) roadway collisions (away from intersections) occurred on State highways, though they represent less than one-third of roadway miles. About one-quarter (26 percent) occurred on 45 mph local roads, though they represent less than a fifth of roadway miles.
- An even larger share (77 percent) of roadway KSI collisions occurred on State highways. Fewer (15 percent) occurred on 45 mph local roads.
- About two-thirds of intersection collisions occurred at intersections of State highways. About half of KSI collisions occurred at such intersections; however, they represent less than one-fifth of intersections.

Figure 9: All Collisions

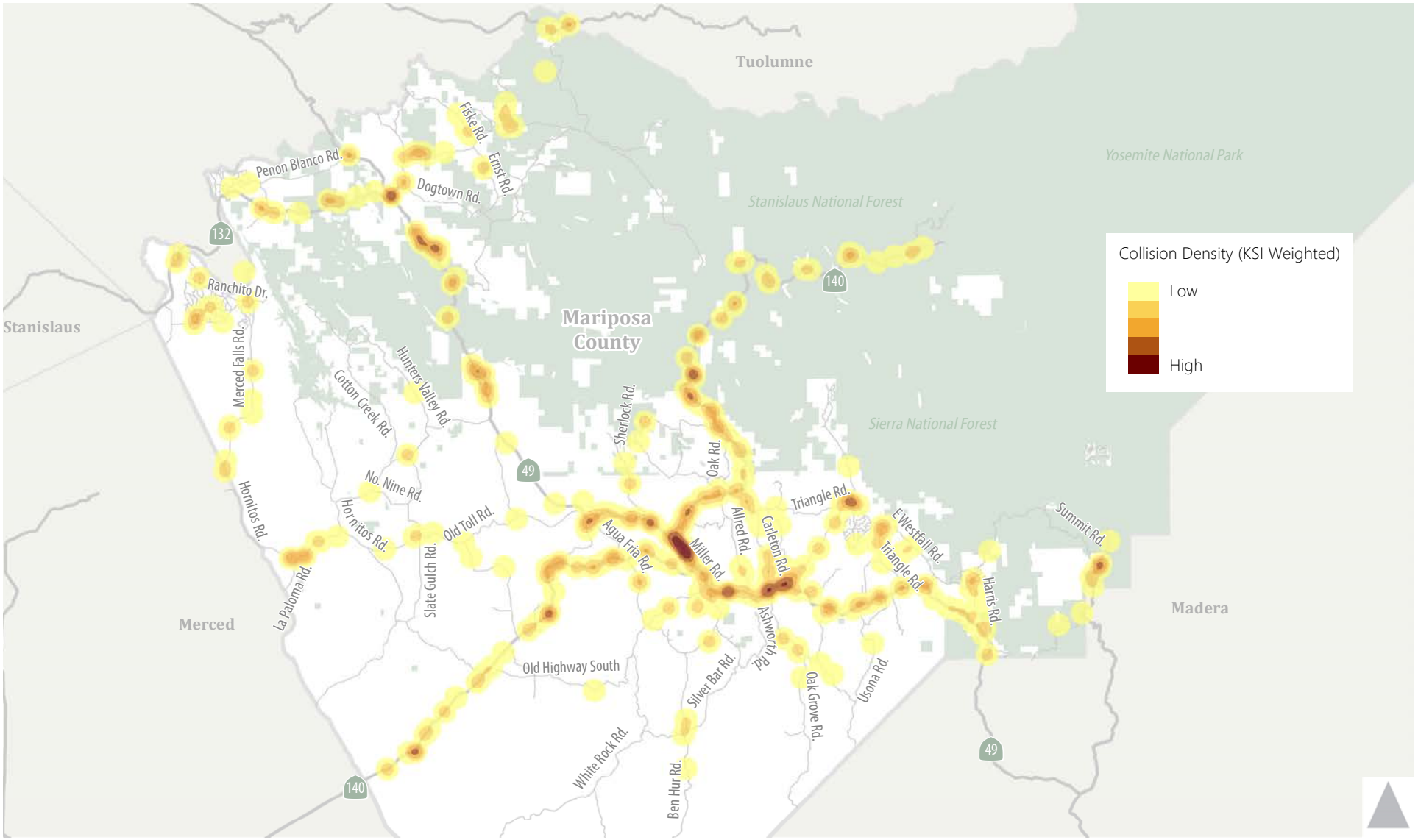


Figure 10: KSI Collisions



Systemic Safety Analysis

Systemic Matrices

The collision data was paired with geographic roadway and other contextual data to develop collision types. Outputs from this analysis were used to populate a set of matrices that allow for cross-tabulation of results (collision data in rows and contextual data in columns) across the entire roadway network. The matrices allow for identification of a combination of factors that contributed to a high number of all collisions and combinations that lead to a high number of KSI collisions. A matrix for motorcycle collisions was also included as Mariposa County ranked 3rd out of 58 counties in California for the number of collisions involving motorcycles. The appendix displays the matrices for all collisions, KSI collisions, and motorcycle collisions.

These matrices were used to evaluate the most common and severe collision patterns in the county, and these patterns were used to develop eight collision profiles that serve as the emphasis areas for this LRSP.






PARK LANE
Tourist Information

Chapter 6

Emphasis Areas & Countermeasures

This section provides an overview of the eight emphasis areas that were developed for this LRSP. Emphasis areas are collision profiles that were selected based on the number of total collisions, number of KSI collisions, and stakeholder input. These emphasis areas provide guidance for the County to prioritize countermeasures to reduce injury collisions. Each emphasis area is presented with a collision summary, a map identifying the locations in which collisions have occurred, and potential countermeasures that are applicable to the profile.

A Countermeasure Toolbox is presented after the last collision profile. The toolbox provides a detailed description of all countermeasures identified and additional information that should be considered when determining the appropriate countermeasure.

↗

Collision Profiles
Source: Fehr & Peers, 2022

Collision Profiles

1. **Hit object and overturned vehicle collisions on State highways and 45 MPH local roads**
2. **Unsafe speed outside of towns (Mariposa and Coulterville)**
3. **Driving under the influence collisions**
4. **Hit object and overturned vehicle collisions at intersections of local roads with other local roads and State highways**
5. **Broadside collisions at intersections of local roads with other local roads and State highways**
6. **Rear-end collisions inside towns**
7. **Collisions involving people walking at intersections or crossing a roadway not at an intersection**
8. **Collisions involving people bicycling outside of towns**

Profile 1

Hit Object and Overturned Vehicle Collisions on State Highways and 45 MPH Local Roads

This profile includes hit object and overturned vehicle collisions on local roadways with a 45 MPH speed limit and on State highways, where motorists ran off the road or made an unsafe turning movement prior to the collision occurring. (Although speed limit data was not available for State highways, speed limits on these roads are generally higher than on local roads and are often 55 MPH or more.) These collisions are included in roadway departure collisions, which occur after a vehicle crosses an edgeline, crosses a center line, or otherwise leaves the traveled right of way. During the study period, there were 169 collisions that fit this profile; these collisions are displayed on Figure 11. Notably, these collisions are overrepresented on 45 MPH local roadways.

FHWA provides countermeasures aimed at achieving the following general goals:[1]

- Keeping vehicles on the roadway (such as pavement friction, rumble strips, segment lighting)
- Providing safe recovery zone (such as a safety edge, paved shoulder, clear zone)
- Reducing crash severity (such as guardrails or other types of barriers)

Profile Statistics

34

KSI COLLISIONS FIT THIS PROFILE

39%

SHARE OF KSI COLLISIONS

[1] FHWA. Roadway Departure Safety. https://saftey.fhwa.dot.gov/roadway_dept/

Potential Countermeasures

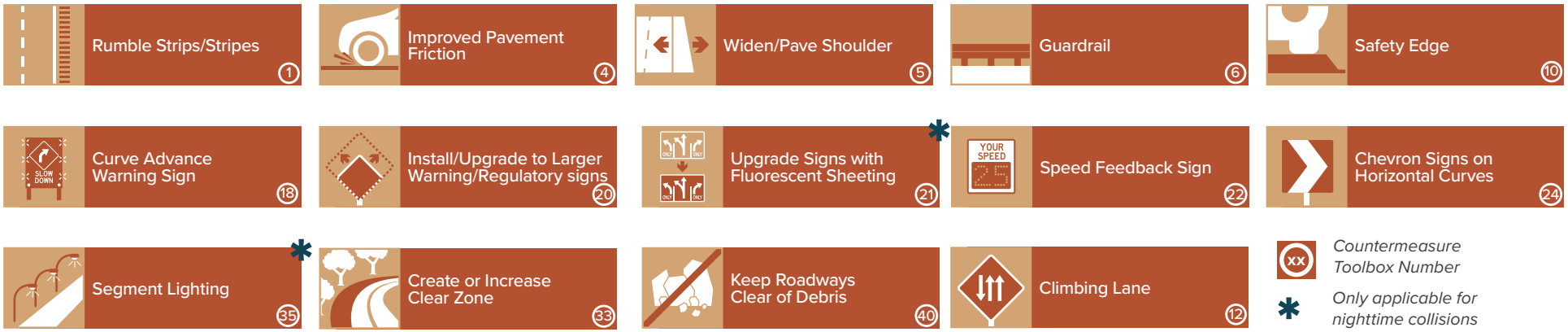
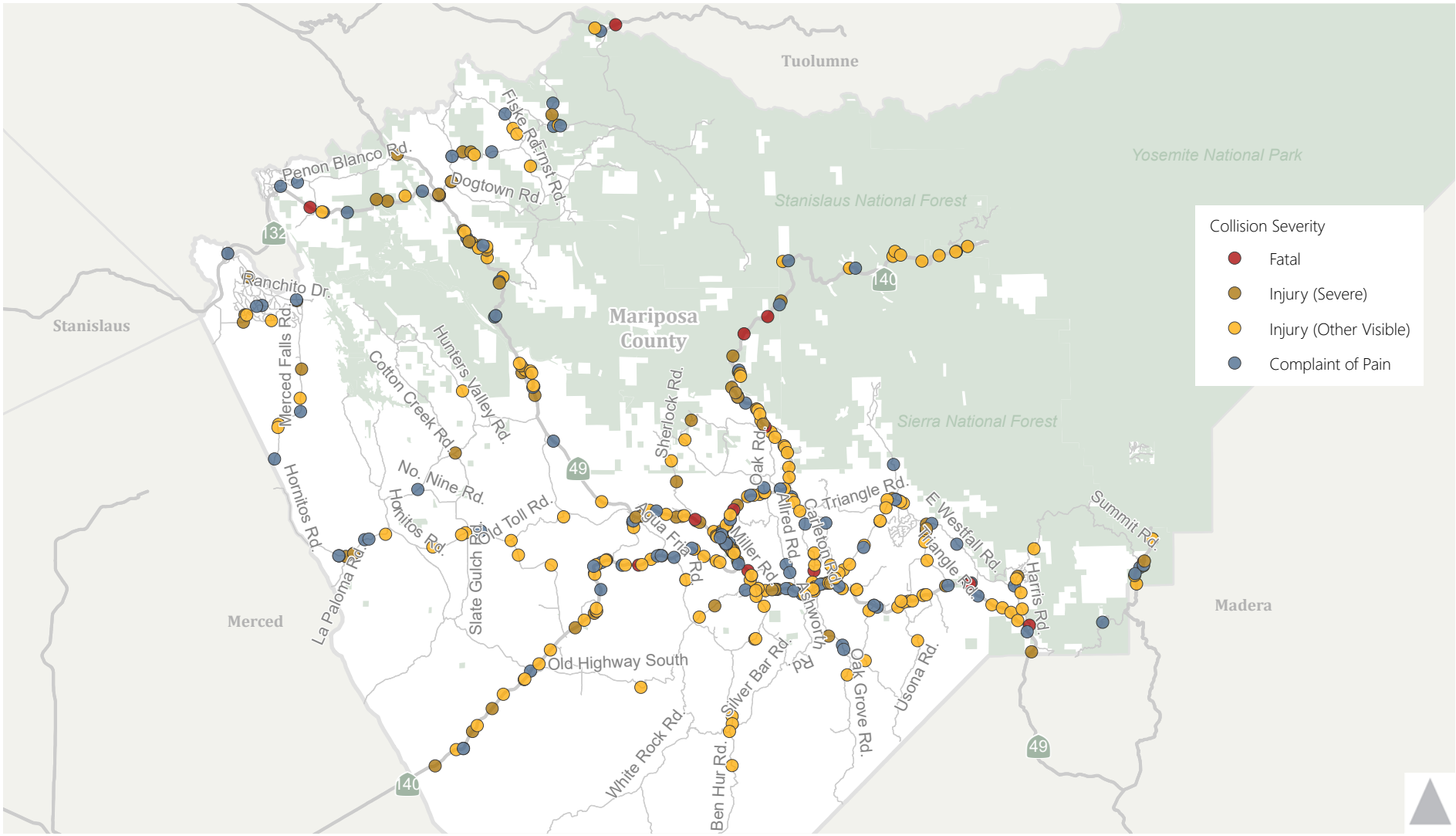


Figure 11

Severity of Hit Object and Overturned Vehicle Collisions on State Highways and 45 MPH Local Roads



Profile 2

Unsafe Speed Outside of Towns (Mariposa and Coulterville)

Outside of the towns of Mariposa and Coulterville, 86 collisions with a primary collision factor of unsafe speed occurred during the study period. Figure 12 displays these collisions.

Engineering countermeasures can assist with providing indicators to drivers to reduce speed and can help in reducing the severity of these collisions. Non-infrastructure prevention programs can also reduce speeding by drivers; these generally fall into two categories:

1. Deterrence policies focus on raising the actual and perceived risk of detection of speeding. Policies should be highly visible to increase awareness of the risks of speeding. Automated speed feedback signs provide information to drivers and notify them of unsafe speed.

2. Prevention and education policies focus on mobilizing and educating the community and intervening before speeding takes place.

Profile Statistics

18

KSI COLLISIONS FIT THIS PROFILE

21%

SHARE OF KSI COLLISIONS

Potential Countermeasures

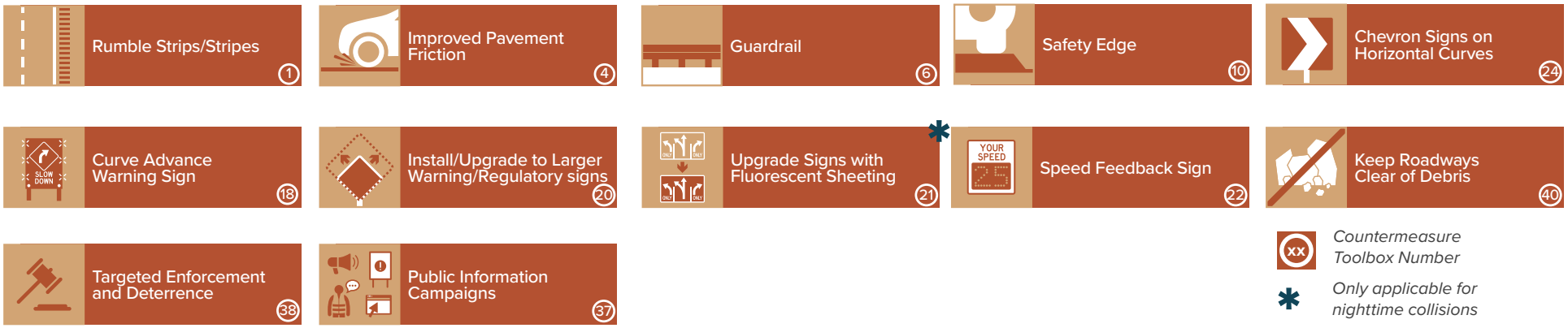
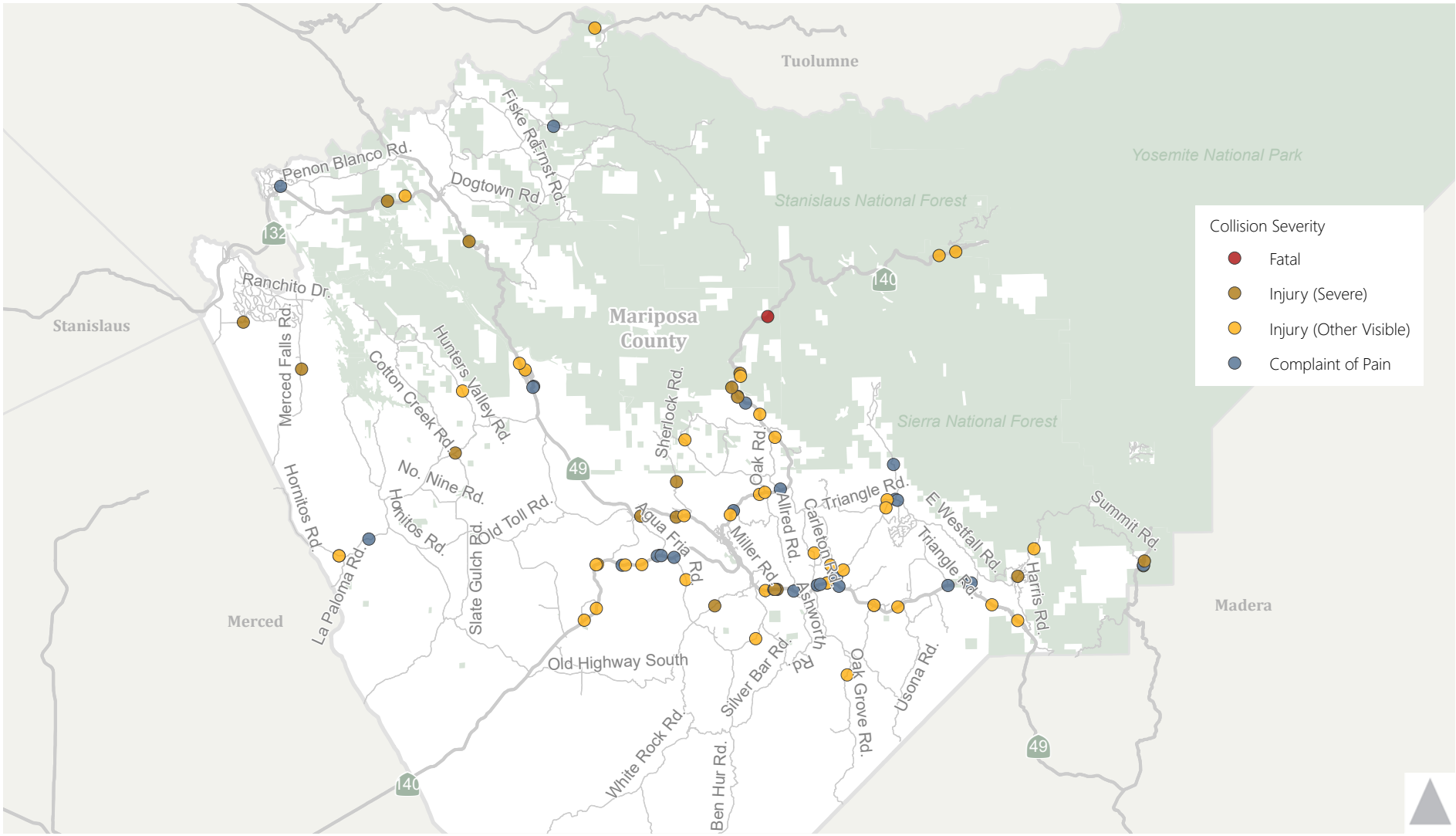


Figure 12
Severity of Unsafe Speed Collisions



Profile 3

Driving Under the Influence Collisions

There were 58 driving under the influence (DUI) collisions during the study period. Of these, 32, or approximately 55 percent, of all DUI collisions occurred overnight between 7 PM and 6 AM.

Figure 13 displays all DUI collisions and Figure 14 displays all overnight DUI collisions.

Although engineering countermeasures can assist with reducing the severity of DUI collisions, DUI collisions require special attention for non-infrastructure prevention programs. These generally fall under three categories:

1. Deterrence policies focus on raising the actual and perceived risk of detection of driving under the influence. Policies should be highly visible to increase awareness of the risks of driving under the influence. Publicized sobriety check points, saturation patrol, and other forms of high-visibility enforcement are effective for safety outcomes.

2. Prevention and education policies focus on mobilizing and educating the community and intervening before driving under the influence takes place.

3. Limited access policies focus on making underage access to alcohol and drugs more difficult and limiting excessive alcohol consumption.

Profile Statistics

17

KSI COLLISIONS FIT THIS PROFILE

19%

SHARE OF KSI COLLISIONS

Potential Countermeasures

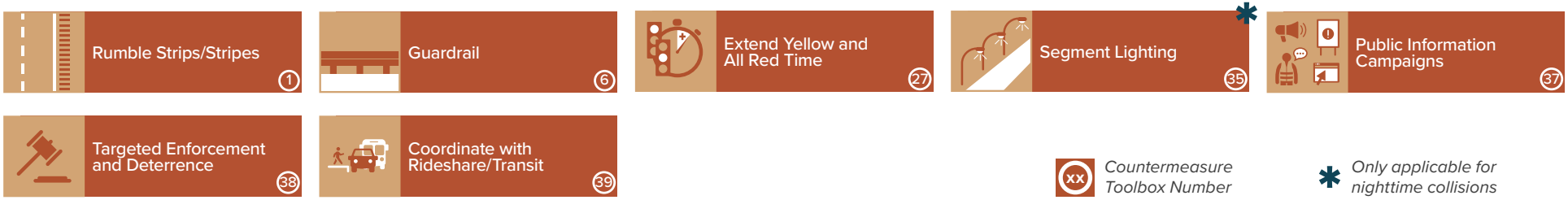


Figure 13

Severity of Driving Under the Influence Collisions

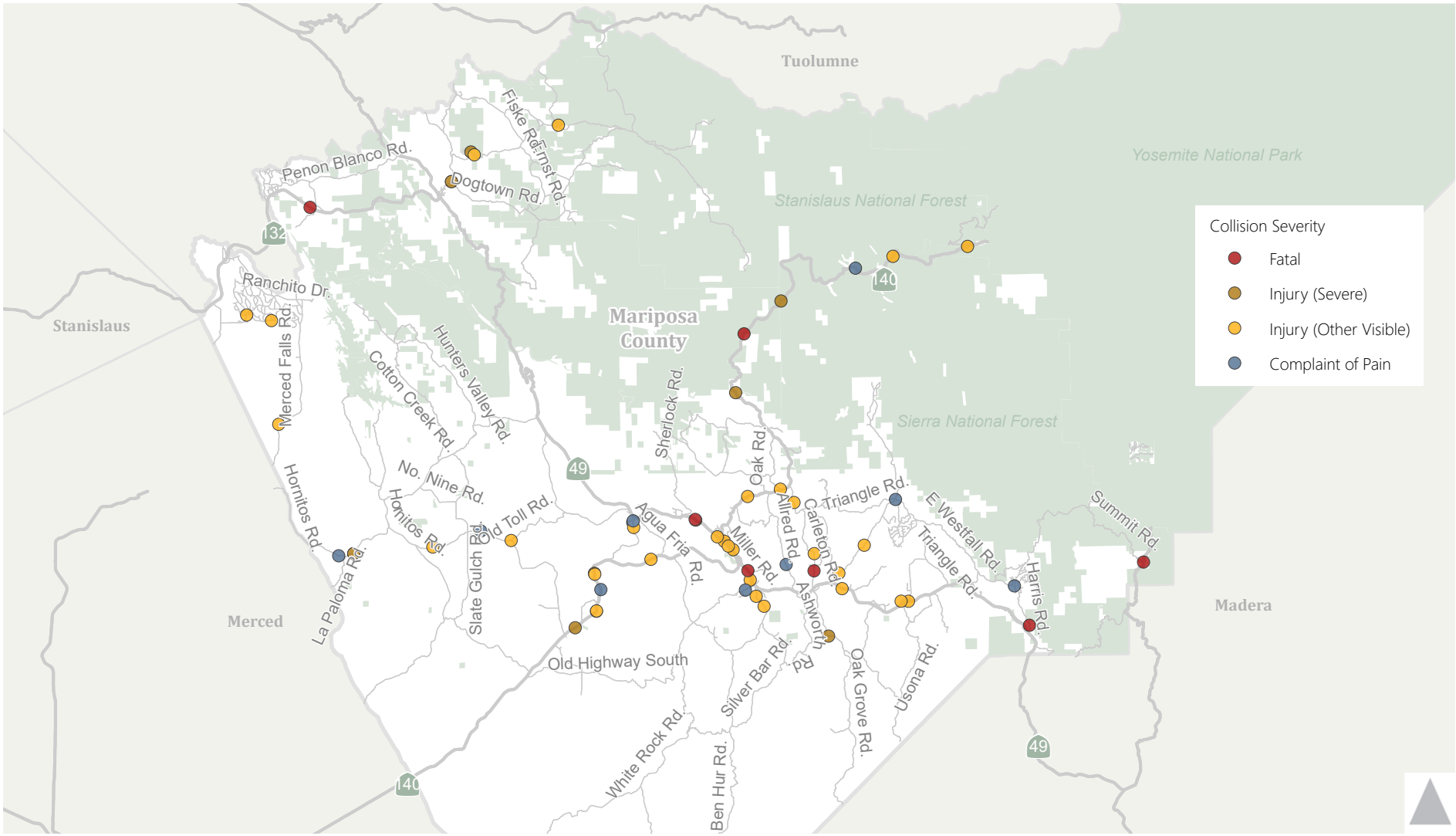
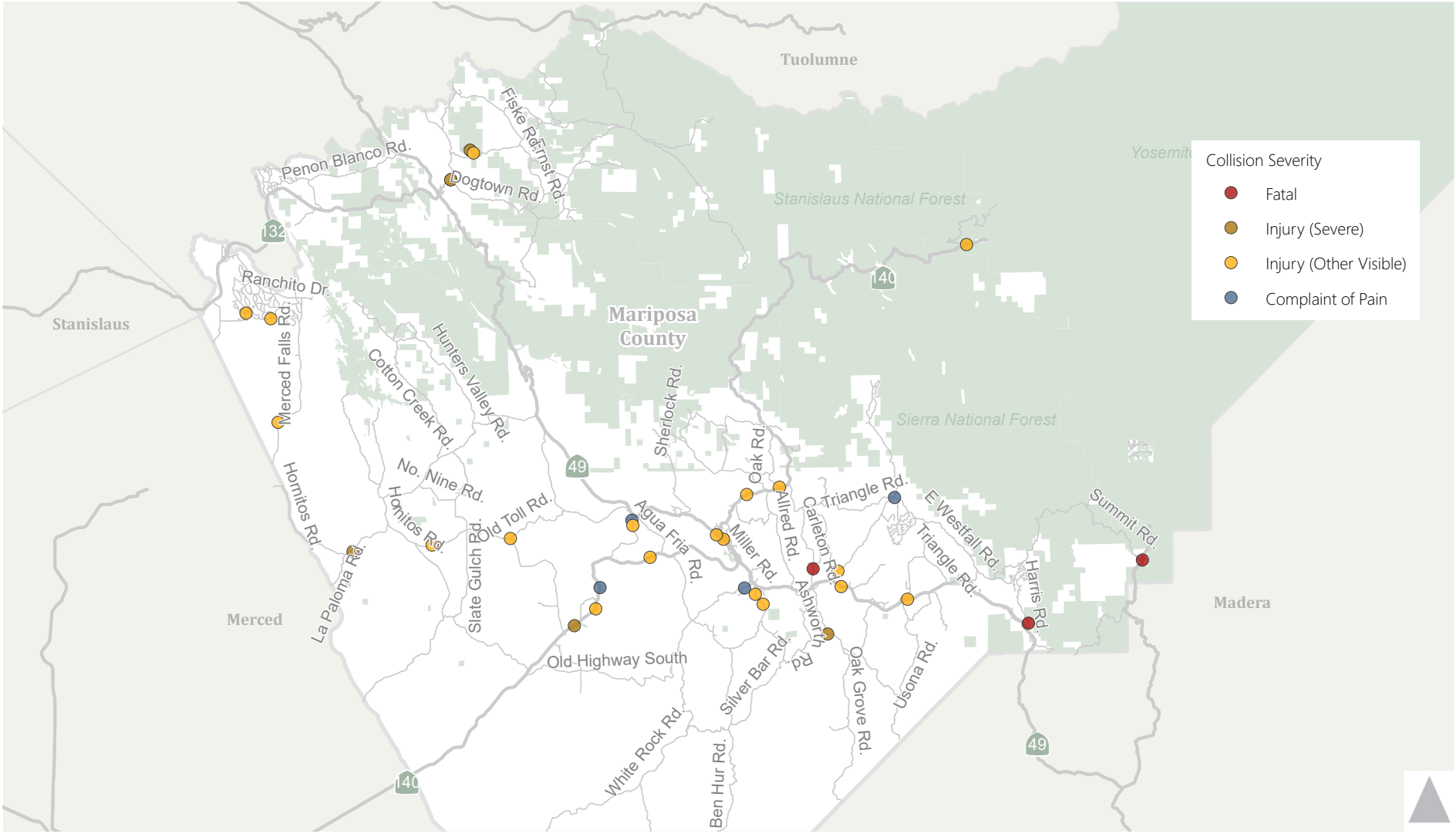


Figure 14

Severity of Overnight (7 PM to 6 AM) Driving Under the influence Collisions





Profile 4

Hit Object and Overturned Vehicle Collisions at Intersections of Local Roads With Other Local Roads and State Highways

This profile focuses on hit object or overturned collisions at intersections (all unsignalized) at local roads with other local roads and State highways. During the study period, there were 41 collisions that fit this profile; collisions are displayed on Figures 15 and 16. Approximately 63 percent occurred at unsignalized intersections of two or more local roads; the remainder occurred at the intersections of local roads with State highways.

Countermeasures focus on slowing speeds, warning drivers that an intersection is coming up, and reducing conflict points.

Profile Statistics

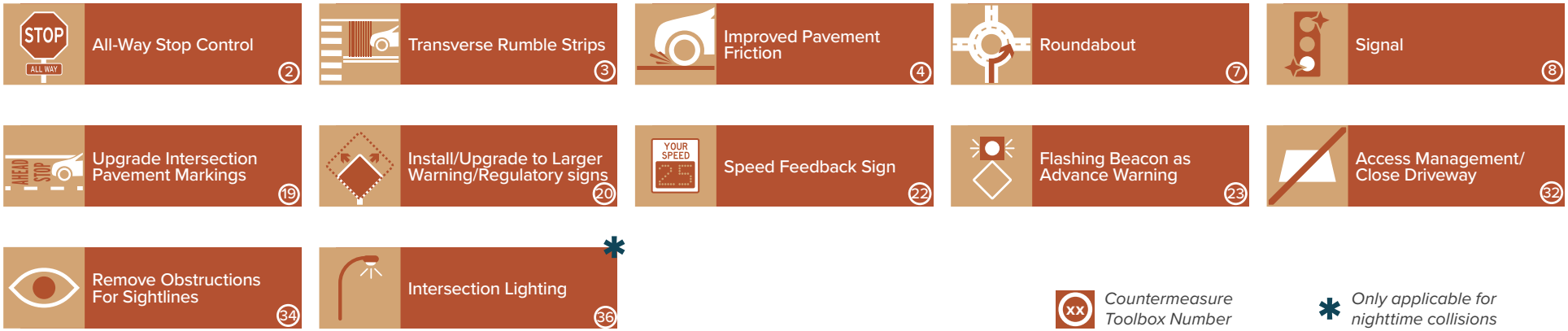
10

KSI COLLISIONS FIT THIS PROFILE

12%

SHARE OF KSI COLLISIONS

Potential Countermeasures




PASSING
LANE
1 MILE

Figure 15

Severity of Hit Object and Overturned Vehicle Collisions at Intersections of Local Road With Other Local Roads

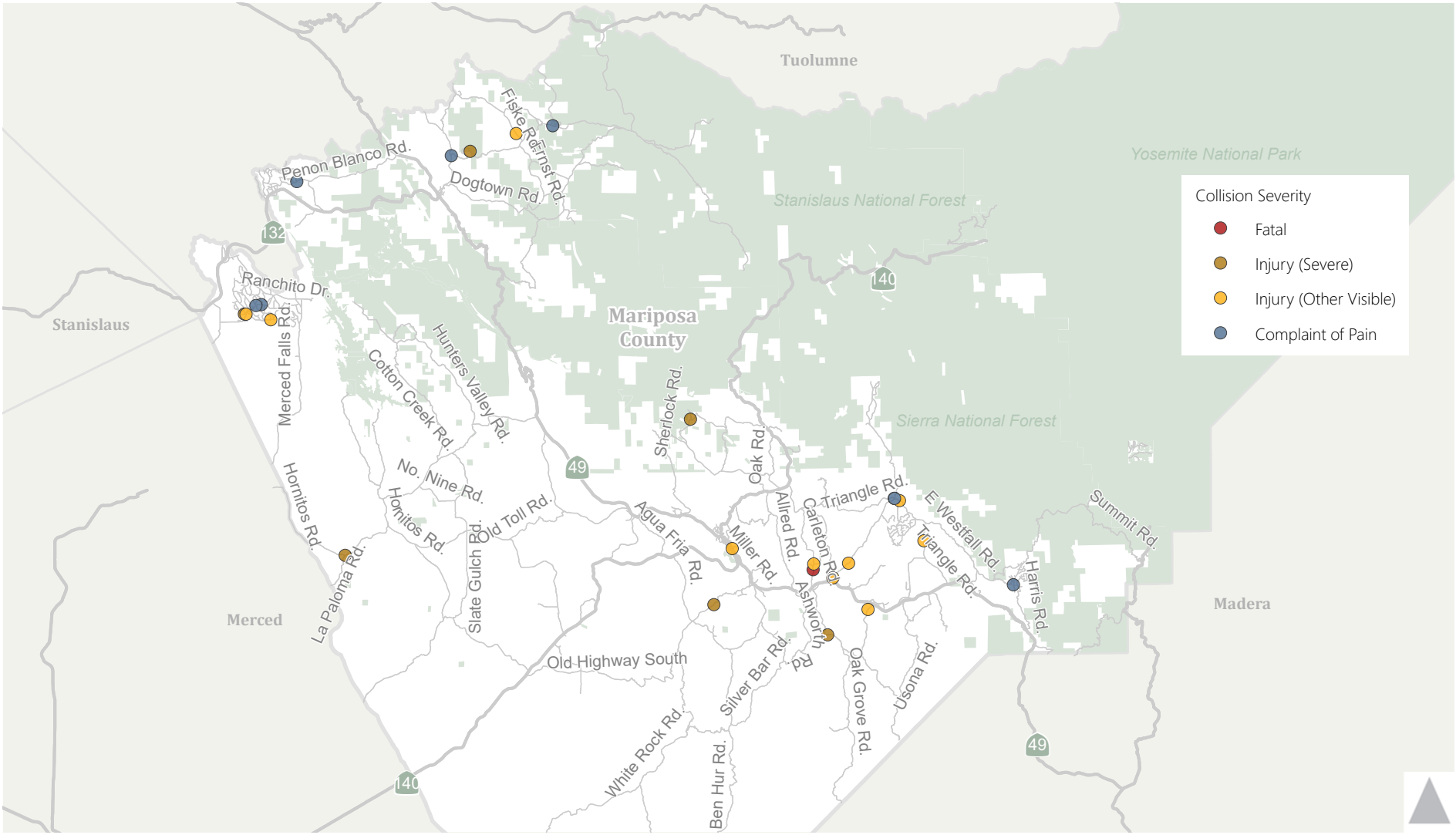
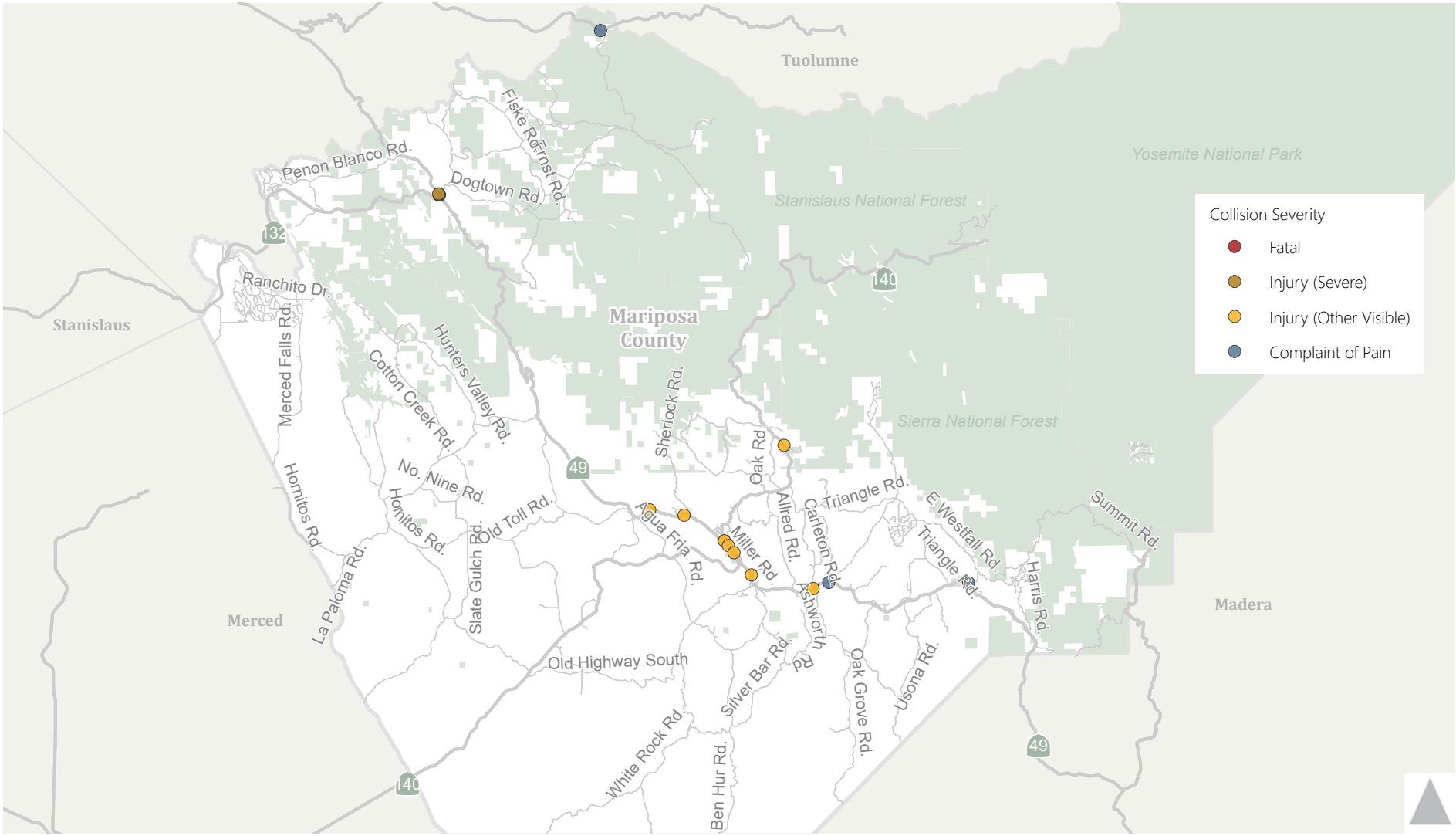


Figure 16

Severity of Hit Object and Overturned Vehicle Collisions at Intersections of Local Roads With State Highways



Profile 5

Broadside Collisions at Intersections of Local Roads With Other Local Roads and State Highways

This profile focuses on broadside collisions at intersections (all unsignalized) of local roads with State highways. During the study period, there were 23 collisions that fit this profile; collisions are displayed on Figures 17 and 18. Notably, approximately 83 percent of these collisions were at intersections of local roads with State highways. This collision type was also overrepresented at local road – State highway intersections, indicating that a coordinated effort with Caltrans may be necessary to reduce the large portion of the collisions that fit this profile.

Profile Statistics

3

KSI COLLISIONS FIT THIS PROFILE

3%

SHARE OF KSI COLLISIONS

Potential Countermeasures



XX *Countermeasure Toolbox Number*

* *Only applicable for nighttime collisions*


STOP
DEAD END

Figure 17

Severity of Broadside Collisions at Intersections of Local Road With Other Local Roads

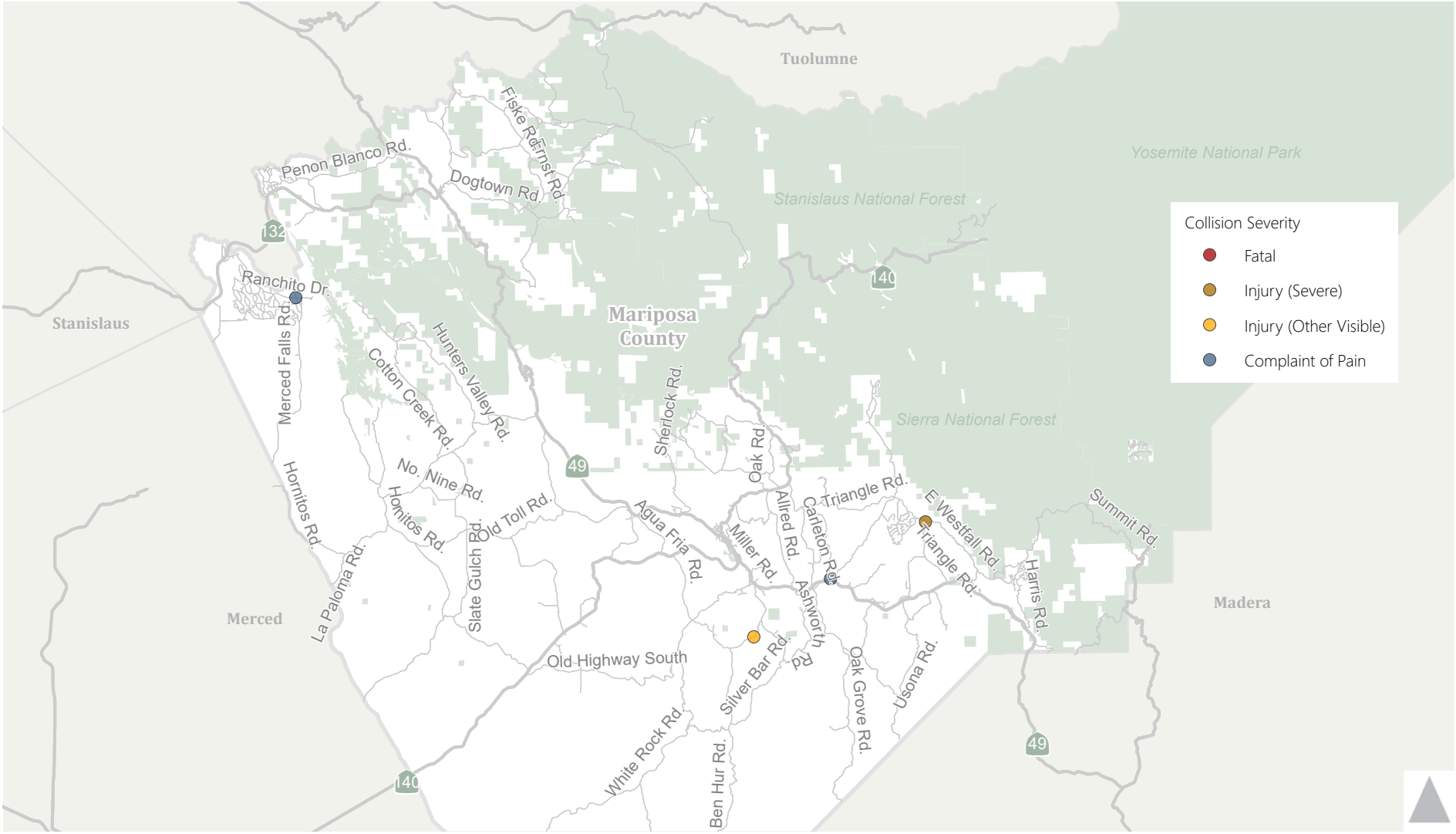
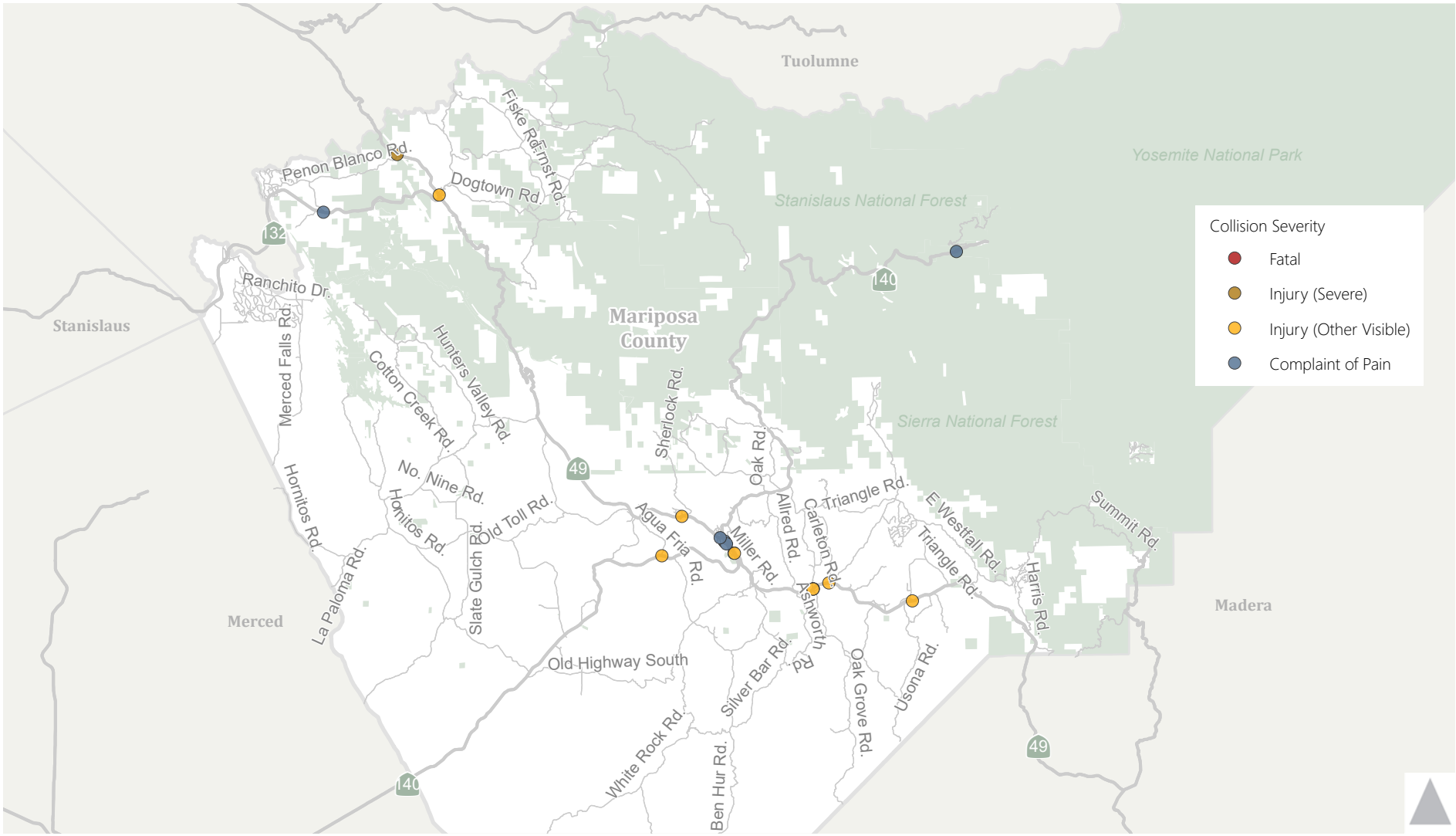


Figure 18

Severity of Broadside Collisions at Intersections of Local Roads With State Highways



Profile 6

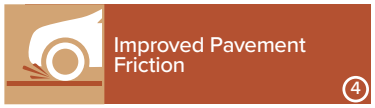
Rear-End Collisions at Intersections Inside Towns (Mariposa and Coulterville)

This profile focuses on rear end collisions at intersections (all unsignalized) in the towns of Mariposa and Coulterville. All occurred at the intersections of local roads with State highways in Mariposa and had a primary collision factor of unsafe speed. During the study period, there were 11 collisions that fit this profile. Unlike other collision profiles, none of these collisions were KSI collisions; however, they were about 3 percent of all collisions. These collisions are displayed on Figure 19.

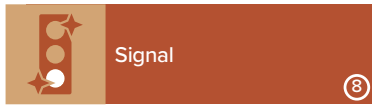
The primary goals of countermeasures for this profile are to slow speeds and increase driver awareness as they approach an intersection.

Potential Countermeasures



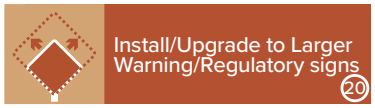


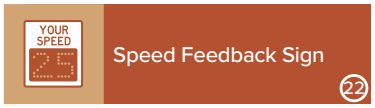




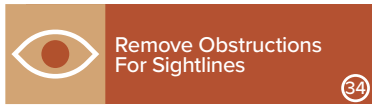






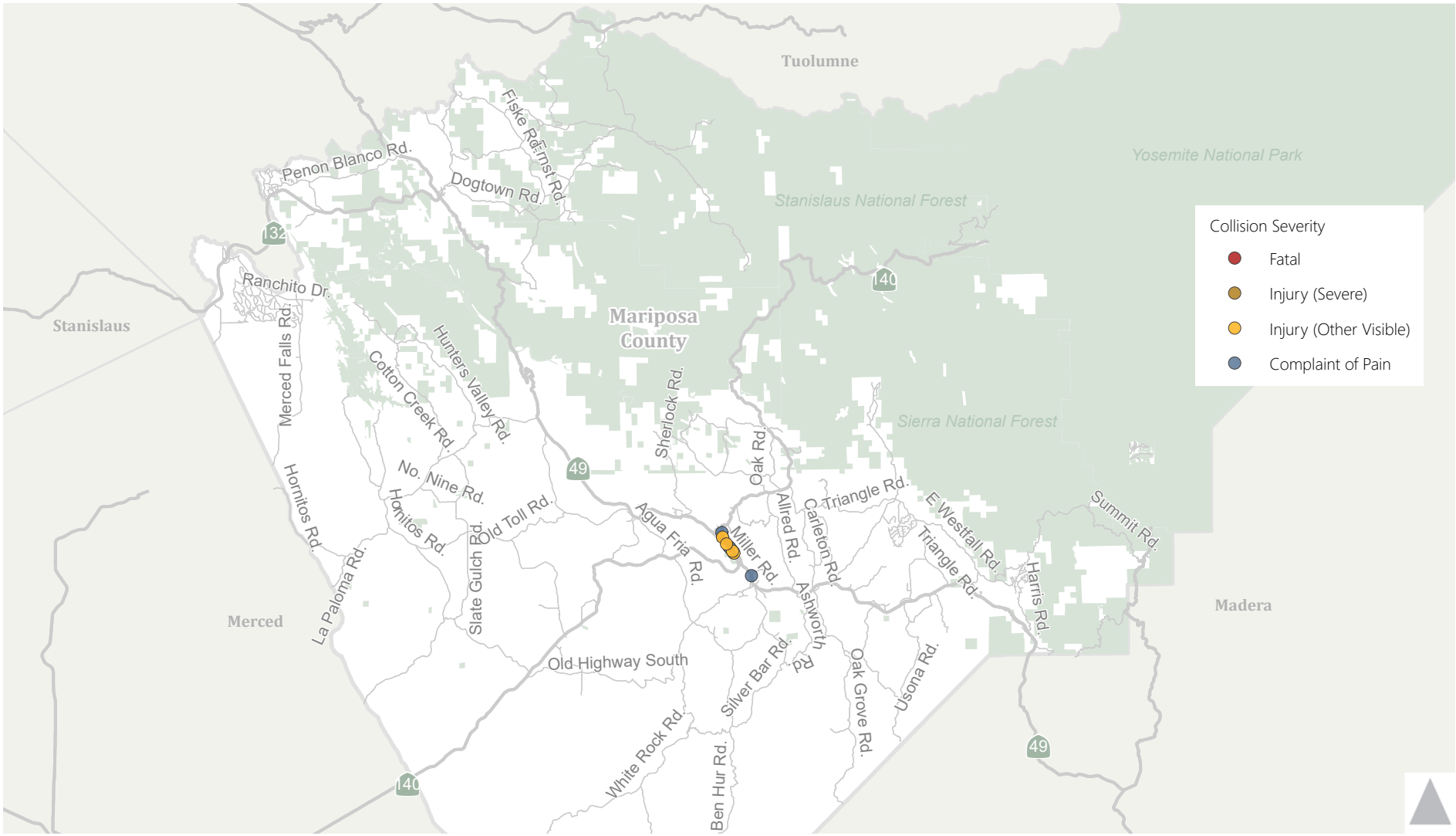






XX *Countermeasure Toolbox Number*

Figure 19
Severity of Rear-End Collisions Inside Towns



Profile 7

Collisions Involving People Walking at Intersections or Crossing a Roadway Not at an Intersection

In rural regions, pedestrian facilities are often lacking and people may be reluctant to walk instead of driving or being driven. On rural roads where marked crosswalks or sidewalks are not often present, pedestrians must walk along the roadway and cross when they see gaps in oncoming traffic. There were seven pedestrian collisions during the study period, six at intersections and one where a pedestrian was trying to cross a roadway not near an intersection. These collisions are displayed in Figure 20.

Three were pedestrians crossing within crosswalks, three were pedestrians crossing where no crosswalk was present, and one was a pedestrian hit while a vehicle was parking. Two of these collisions occurred when it was dark in an area with no streetlights.

Pedestrian safety is especially important near schools. There were four pedestrian collisions within a half-mile of a school, all at (unsignalized) intersections, which represent 57 percent of all of the pedestrian collisions that occurred during the study period.

Profile Statistics

3

KSI COLLISIONS FIT THIS PROFILE

3%

SHARE OF KSI COLLISIONS

Potential Countermeasures

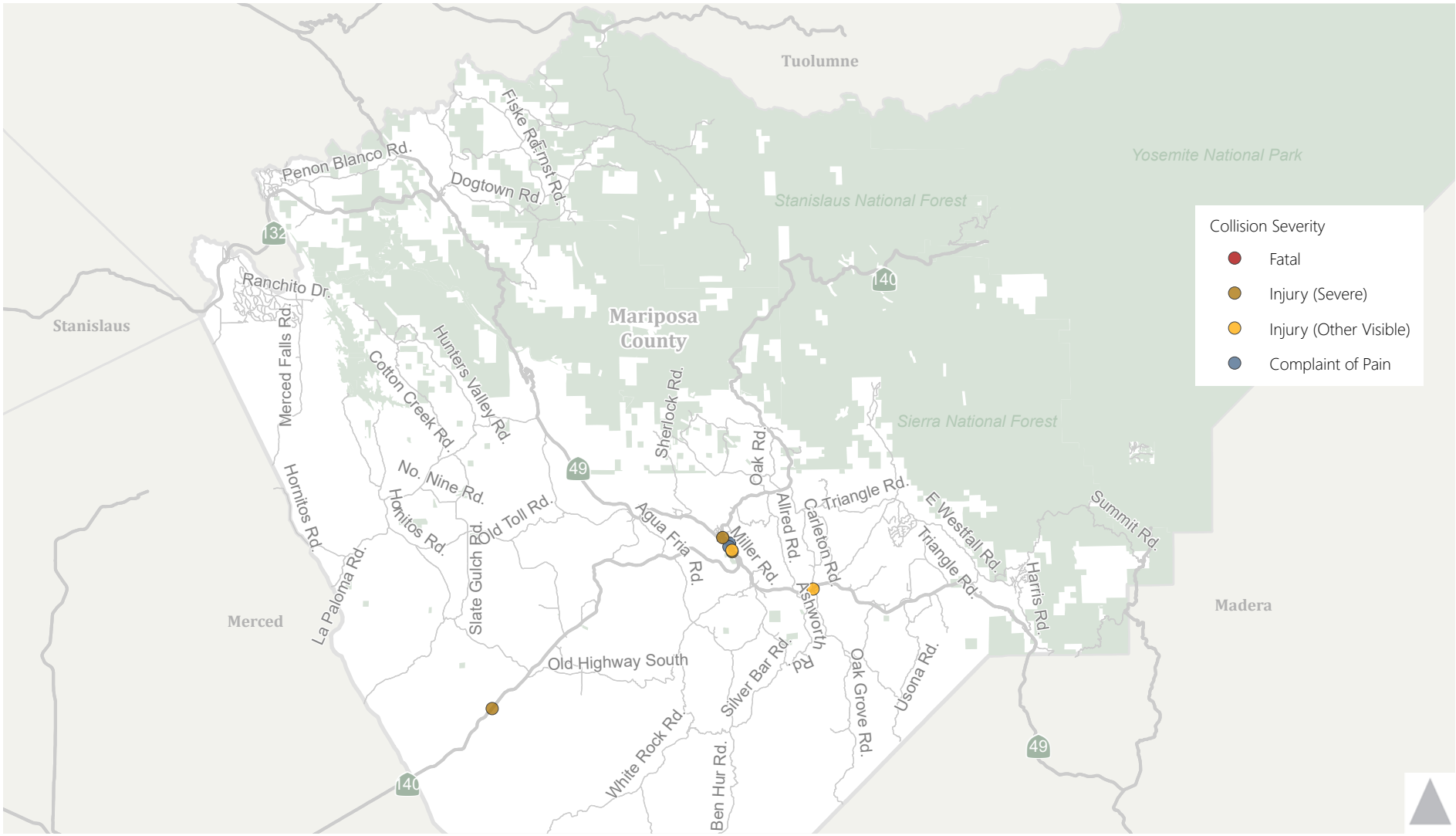
- Rumble Strips/Stripes (1)
- Widen/Pave Shoulder (5)
- Pedestrian Hybrid Beacon (14)
- Rectangular Rapid Flashing Beacon (15)
- High-Visibility Crosswalk (16)
- Widen Sidewalk (17)
- Speed Feedback Sign (22)
- Advance Yield Markings (25)
- Yield To Pedestrians Sign (26)
- Remove Obstructions For Sightlines (34)
- Intersection Lighting (36) *

(XX) *Countermeasure Toolbox Number*

* *Only applicable for nighttime collisions*

Figure 20

Severity of Pedestrian Collisions at Intersections or Crossing a Roadway Not at an Intersection



Profile 8

Collisions Involving People Bicycling Outside of Towns (Mariposa and Coulterville)

In rural areas, especially outside of town population centers, bicycling may be difficult and dangerous due to lack of bike lanes or paved shoulders, and people may be reluctant to ride bicycles instead of driving or being driven. There were seven collisions with people riding bikes that fit this profile during the study period. All were on local roads; five were along roadways and two were near intersections. These collisions are displayed in Figure 21.

Bike lanes may be most useful in towns or other areas where bicyclists most desire to travel. In rural areas, paved shoulders can provide access for people bicycling and walking, but they must be kept clear of debris so that bicyclists are not forced to move into vehicle travel lanes. Where shoulders cannot be provided, signs reminding drivers that bicyclists may use the full lane can reduce the incidence of drivers passing bicyclists unsafely.

Profile Statistics

3

KSI COLLISIONS FIT THIS PROFILE

3%

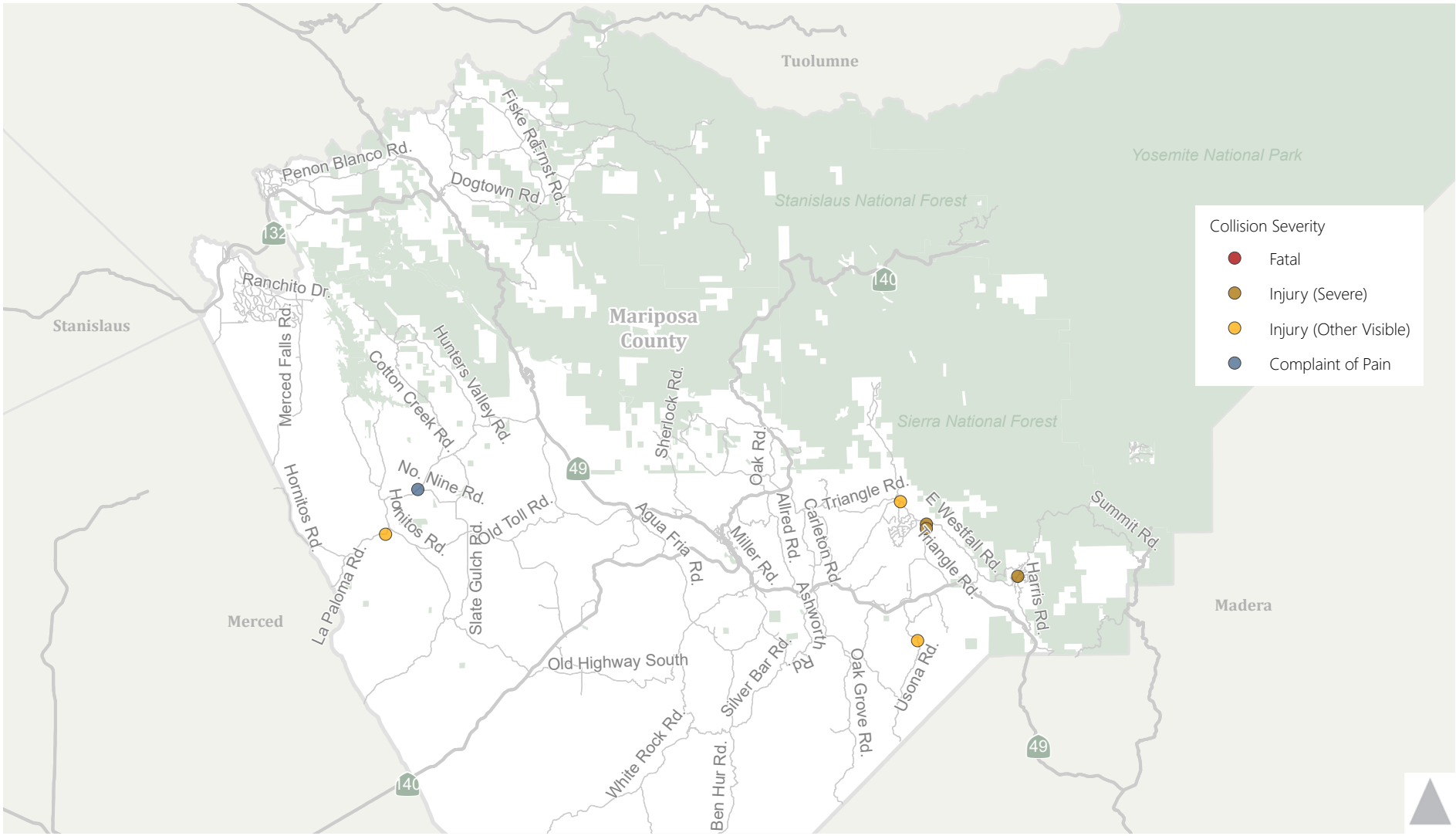
SHARE OF KSI COLLISIONS

Potential Countermeasures



Figure 21

Severity of Bicyclist Collisions Outside of Towns



Countermeasure Toolbox

A countermeasure is a strategy or action taken to increase roadway safety and decrease collision frequency and severity. This countermeasure toolbox includes engineering (infrastructure related) countermeasures and non-engineering (education and enforcement based) countermeasures.

Most of the engineering countermeasures included in the toolbox are included in the LRSM and are therefore eligible for HSIP funding. Additional engineering countermeasures have been included in the toolbox that are applicable for specific collision types. Although these countermeasures may not be eligible for HSIP funding, they may be eligible for safety funding through other programs described in Chapter 7.

Because multiple countermeasures may be applicable to a particular collision type, the County should consider the countermeasure's crash modification factor (CMF), implementation cost, and expected life of the improvement prior to determining the appropriate countermeasure(s) to implement.

A CMF is a multiplicative factor used to calculate the anticipated number of collisions after a countermeasure is implemented. A countermeasure with a CMF lower than 1 is expected to reduce collisions and a countermeasure with a CMF greater than 1 is expected to increase collisions.

A crash reduction factor (CRF) is similar to a CMF. A CRF is the percent crash reduction expected after the implementation of a countermeasure. A countermeasure with a positive CRF is expected to reduce collisions, and a countermeasure with a negative CRF is expected to increase collisions. Mathematically, a CRF is calculated as 1-CMF. The LRSM references both CMFs and CRFs.

Because the CMF for a countermeasure can vary depending on a variety of factors (for example, type of collision, time of day of collision, local setting (urban vs. rural), and number of lanes), caution should be used when selecting the appropriate CMF.

The following factors should be considered when selecting the appropriate CMF:

- CMFs should be selected from the Highway Safety Manual (HSM) Part D, the LRSM, or from the FHWA CMF Clearinghouse website (http://www.cmfclearinghouse.org).
- Review the countermeasure abstract and confirm the selected countermeasure and CMF is applicable to the collision type to which it is being applied.
- When using the CMF Clearinghouse, generally only CMFs with a four- or five-star rating should be considered.
- When multiple countermeasures are proposed, the application of multiple CMFs can overestimate the expected crash reduction. Unless each CMF addresses independent crash types, multiple CMFs should not be used. The LRSM indicates no more than three CMFs can be applied when applying for HSIP funding.

Section 4.1 of the LRSM provides additional guidance on selecting appropriate CMFs.



What You'll Find in This Toolbox

Countermeasure number: 8

Countermeasure category: INTERSECTIONS & ROADWAYS

Countermeasure title and icon:



Signal

Countermeasure description:

Traffic signals at intersections control the flow of traffic. Traffic signals have the potential to reduce the most severe type crashes but will likely cause an increase in rear-end collisions. A reduction in overall injury severity is likely the largest benefit of traffic signal installation.

Approximate cost to implement: **Cost** **$$$**

LRSM ID, if applicable: **LRSM ID** **NS03**

Crash Reduction Factor (CRF)*, if applicable: **CRF** **30%**

Expected Life, if applicable: **Expected Life** **20 years**

Any other reference information, if applicable:

Other Reference Information

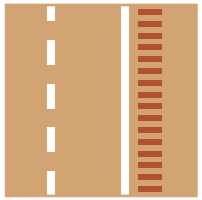
Currently the CMF Clearinghouse has only one reference for ped/vehicle collisions which indicates an increase in crash likelihood. However, a majority of references for all crash types show a decrease in collisions. See additional reference: FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

*

CRF is based on CRF percentages documented in *Caltrans Local Roadway Safety - A Manual for California's Local Road Owners*, Version 1.6, dated April 2022. This CRF is to be used for HSIP applications starting with Cycle 11. However, it is important to note that percentages vary from the FHWA State Clearinghouse and percentages may change overtime as new data is released. CRFs for specific countermeasures should be reviewed prior to requesting funding for implementation of the countermeasure to ensure the most recent and accurate CRF is being applied.

1

INTERSECTIONS & ROADWAYS



Rumble Strips/Stripes

Rumble strips create noise and vibration inside the vehicle that alert a driver as they cross the center or edge line. Often this alert is strong enough to get the attention of a distracted or drowsy driver, who can quickly make a corrective steering action to return to the roadway safely. Rumble strips also alert drivers to the lane limits when conditions such as rain, fog, snow, or dust reduce driver visibility.

Cost $

LRSM ID	**R30 (centerline)/R31 (edgeline)**
CRF	**20%/15%**
Expected Life	**10 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

2

INTERSECTIONS & ROADWAYS



All-Way Stop Control

An all-way stop-controlled intersection requires all vehicles to stop before crossing the intersection. An all-way stop controlled intersection improves safety by removing the need for motorists, bicyclists, and pedestrians on a side-street stop-controlled intersection to cross free-flowing lanes of traffic, which reduces the risk of collision. An “ALL WAY” sign should be placed under the octagonal stop sign at all-way stop-controlled intersections as required by the California Manual on Uniform Traffic Control Devices (MUTCD).

Cost $

LRSM ID	**NS02**
CRF	**50%**
Expected Life	**10 years**

3

INTERSECTIONS & ROADWAYS



Transverse Rumble Strips

Transverse rumble strips are installed in the travel lane for the purposes of providing an auditory and tactile sensation for each motorist approaching the intersection. They can be used at any stop or yield approach intersection, often in combination with advance signing to warn of the intersection ahead. Due to the noise generated by vehicles driving over the rumble strips, care must be taken to minimize disruption to nearby residences and businesses.

Cost **$$**

LRSM ID	**NS10**
CRF	**20%**
Expected Life	**20 years**

4

INTERSECTIONS & ROADWAYS



Improved Pavement Friction

A roadway must have an appropriate level of pavement friction to ensure that drivers are able to keep their vehicles safely in the lane. Poor pavement conditions, especially wet pavement, have been identified as one of the major contributing factors in roadway departure crashes. When a pavement surface is wet, the level of pavement friction is reduced, and this may lead to skidding or hydroplaning. Pavement friction is critical for changing vehicle direction and ensuring the vehicle remains in its lane. Traditional friction courses or high friction surface treatments should be considered for curves with numerous wet weather crashes or severe curves with higher operating speeds.

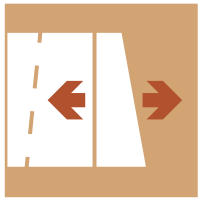
Cost **$$**

LRSM ID	**R21**
CRF	**55%**
Expected Life	**10 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

5

INTERSECTIONS & ROADWAYS



Widen/Pave Shoulder

Widened and paved shoulders, which may also include flattening the slopes along the sides of the roadway, create a separated space for bicyclists and also provide motor vehicle safety benefits, such as space for inoperable vehicles to pull out of the travel lane. The addition of a paved shoulder to an existing road can help to reduce run-off-road crashes. Benefits can be realized for high risk rural roads without paved shoulders, regardless of existing lane pavement width. Adding paved shoulders within horizontal curve sections may help agencies maximize benefits of the treatment while minimizing costs as opposed to adding paved shoulders to an entire corridor.

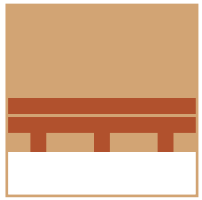
Cost **$$**

LRSM ID	**R15**
CRF	**30%**
Expected Life	**20 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

6

INTERSECTIONS & ROADWAYS



Guardrail

Guardrail redirects a vehicle away from embankment slopes or fixed objects and dissipates the energy of an errant vehicle. Guardrail is installed to reduce the severity of lane departure crashes. However, guardrail can reduce crash severity only for those conditions where striking the guardrail is less severe than going down an embankment or striking a fixed object.

Cost **$$**

LRSM ID	**R04**
CRF	**25%**
Expected Life	**20 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

7

INTERSECTIONS & ROADWAYS



Roundabout

A roundabout is a type of circular intersection in which road traffic is permitted to flow in one direction around a central island, and priority is typically given to traffic already in the junction. The types of conflicts that occur at roundabouts are different from those occurring at conventional intersections; namely, conflicts from crossing and left-turn movements are not present in a roundabout. The geometry of a roundabout forces drivers to reduce speeds as they proceed through the intersection; the range of vehicle speeds is also narrowed, reducing the severity of crashes when they do occur. Pedestrians only have to cross one direction of traffic at a time at roundabouts, thus reducing the potential for vehicle/pedestrian conflicts.

Cost **$$$**

Low Cost / Quick Build alternative available

LRSM ID	**S16/NS04/NS05/NS05mr**
CRF	**(varies)**
Expected Life	**20 years**

8

INTERSECTIONS & ROADWAYS



Signal

Traffic signals at intersections control the flow of traffic. Traffic signals have the potential to reduce the most severe type crashes but will likely cause an increase in rear-end collisions. A reduction in overall injury severity is likely the largest benefit of traffic signal installation.

Cost **$$$**

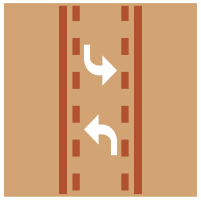
LRSM ID	**NS03**
CRF	**30%**
Expected Life	**20 years**

Other Reference Information

Currently the CMF Clearinghouse has only one reference for ped/vehicle collisions which indicates an increase in crash likelihood. However, a majority of references for all crash types show a decrease in collisions. See additional reference: FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

9

INTERSECTIONS & ROADWAYS



Add Two-Way Left-Turn Lane or Left Turn Lane

Center and left-turn lanes provide space for drivers to decelerate and wait for an acceptable gap to turn out of the primary travel lane. They can reduce rear-end, head-on, and turning-related crashes.

Cost **$$**

LRSM ID	**NS18 (pocket)/R13 (two-way)**
CRF	**30%/35%**
Expected Life	**20 years**

10

INTERSECTIONS & ROADWAYS



Safety Edge

When a vehicle leaves the traveled way and encounters a pavement-shoulder drop-off, it can be difficult for the driver to return safely to the roadway. A safety edge is a treatment intended to minimize drop-off-related crashes. With this treatment, the shoulder pavement edge is sloped at an angle (30-35 degrees) to make it easier for a driver to safely reenter the roadway after inadvertently driving onto the shoulder. This treatment is designed to be a standard policy for any overlay project.

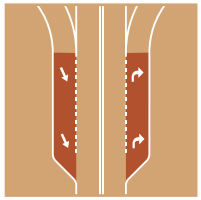
Cost **$**

Expected Life **20 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

11

INTERSECTIONS & ROADWAYS



Install Acceleration/ Deceleration Lanes

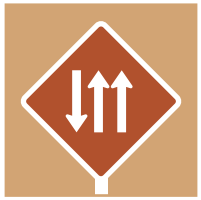
An acceleration lane is an auxiliary or speed-change lane that allows vehicles to accelerate to the roadway speed before entering the through-traffic lane. Conversely, a deceleration lane provides space outside of the through-traffic lane for vehicles to decelerate to an appropriate turning speed, without affecting traffic in the through lane.

Cost **$$**

LRSM ID	**R11**
CRF	**20%**
Expected Life	**20 years**

12

INTERSECTIONS & ROADWAYS



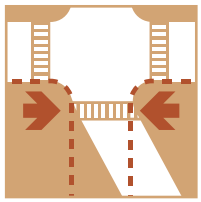
Climbing Lane

Climbing lanes are auxiliary lanes typically constructed on roadway segments with steep grades and high truck volumes. Steep grades can reduce speed for heavy vehicles, which can result in congestion and delay for passenger vehicles on the roadway segment. Climbing lanes provide an opportunity for passenger vehicles to pass slower moving vehicles without having to cross into the opposing traffic lane. Caution should be used when installing climbing lanes as they are only appropriate under certain circumstances. The AASHTO Greenbook and Highway Capacity Manual should be referenced prior to proposing climbing lanes; both documents provide guidance on when climbing lanes may be appropriate.

Cost **$$$**

13

INTERSECTIONS & ROADWAYS



Intersection Reconstruction and Tightening

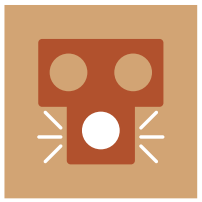
Irregular intersections can be overbuilt and confusing, presenting safety hazards to all users. “Squaring up” an intersection as close to 90 degrees as possible involves intersection reconstruction to provide better visibility for all road users, also reducing high speed turns and reducing pedestrian crossing length.

Cost **$$$**

Low Cost / Quick Build alternative available

14

PEDESTRIAN FACILITIES



Pedestrian Hybrid Beacon

A pedestrian hybrid beacon (PHB) is used at unsignalized intersections or mid-block crosswalks to notify oncoming motorists to stop with a series of red and yellow lights. Unlike a traffic signal, the PHB rests in dark until a pedestrian activates it via pushbutton or other form of detection.

Cost **$$$**

LRSM ID	**NS23PB**
CRF	**55%**
Expected Life	**20 years**

15

PEDESTRIAN FACILITIES



Rectangular Rapid Flashing Beacon

A rectangular rapid flashing beacon (RRFB) is a pedestrian-activated flashing light with additional signage to alert motorists of a pedestrian crossing. An RRFB improves safety by increasing the visibility of marked crosswalks and provides motorists a cue to slow down and yield to pedestrians.

Cost **$$**

LRSM ID	**NS22PB**
CRF	**35%**
Expected Life	**20 years**

16

PEDESTRIAN FACILITIES



High-Visibility Crosswalk

A high-visibility crosswalk has a striped pattern with ladder markings made of high-visibility material, such as thermoplastic tape, instead of paint. A high-visibility crosswalk improves safety by increasing the visibility of marked crosswalks and provides motorists a cue to slow down and yield to pedestrians.

Cost **$**

Low Cost / Quick Build alternative available

LRSM ID	**NS20PB**
CRF	**25%**
Expected Life	**20 years**

17

PEDESTRIAN FACILITIES



Widen Sidewalk

Widening sidewalks provides a more comfortable space for pedestrians, particularly in locations with high volumes of pedestrians, and provides space to accommodate people in wheelchairs. Widening sidewalks improves safety by minimizing collisions with pedestrians walking in the road.

Cost **$$**

18

SIGNING & STRIPING



Curve Advance Warning Sign

A curve advance warning sign notifies drivers of an approaching curve and may include an advisory speed limit as drivers navigate around the curve. This warning sign is ideally combined with other infrastructure that alerts drivers of the curve, such as chevron signs, delineators, and flashing beacons. A curve advance warning sign improves safety by giving drivers additional time to slow down for the curve.

Cost **$**

Low Cost / Quick Build alternative available

LRSM ID	**R24**
CRF	**25%**
Expected Life	**10 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

19

SIGNING & STRIPING



Upgrade Intersection Pavement Markings

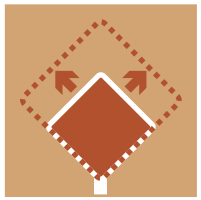
Upgrading intersection pavement marking can include “Stop Ahead” markings and the addition of centerlines and stop bars. Upgrading intersection pavement markings can improve safety by increasing the visibility of intersections for drivers approaching and at the intersection.

Cost **$**
Low Cost / Quick Build alternative available

LRSM ID	**NS07**
CRF	**25%**
Expected Life	**10 years**

20

SIGNING & STRIPING



Install/Upgrade to Larger Warning/Regulatory signs

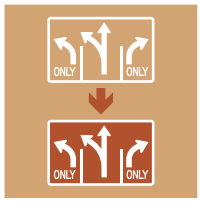
Upgrading to larger warning/regulatory signs replaces existing signs with physically larger signs with larger warning informaiton. Upgrading to larger warning signs improves safety by increasing visibility of the information provided, particularly for older drivers.

Cost **$**
Low Cost / Quick Build alternative available

LRSM ID	**NS06**
CRF	**15%**
Expected Life	**10 years**

21

SIGNING & STRIPING



Upgrade Signs with Fluorescent Sheeting

Upgrading signs with fluorescent sheeting replaces existing signs with new signs that can clearly display warnings by reflecting headlamp light back to vehicles. Upgrading signs with fluorescent sheeting improves safety by increasing visibility of signs to drivers at night. It can also be effective for roadway segments with a pattern of head on, nighttime, non-intersection, run-off road, and sideswipe crashes related to lack of driver awareness of the presence of a specific roadway feature or regulatory requirement.

Cost **$**
Low Cost / Quick Build alternative available

LRSM ID **R22**

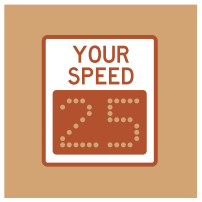
CRF **15%**

Expected Life **10 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

22

SIGNING & STRIPING



Speed Feedback Sign

A speed feedback sign notifies drivers of their current speed, usually followed by a reminder of the posted speed limit. A speed feedback sign improves safety by providing a cue for drivers to check their speed and slow down, if necessary.

Cost **$**
Low Cost / Quick Build alternative available

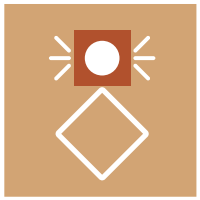
LRSM ID **R26**

CRF **30%**

Expected Life **10 years**

23

SIGNING & STRIPING



Flashing Beacon as Advance Warning

A flashing beacon as advanced warning is a blinking light with signage to notify motorists of an upcoming intersection or crosswalk. A flashing beacon improves safety by providing motorists more time to be aware of and slow down for an intersection or yield to pedestrians crossing a crosswalk.

Cost **$$**

LRSM ID	**NS09**
CRF	**30%**
Expected Life	**10 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

24

SIGNING & STRIPING



Chevron Signs on Horizontal Curves

Post-mounted chevrons are intended to warn drivers of an approaching curve and provide tracking information and guidance to the drivers. They can be beneficial on roadways that have an unacceptable level of crashes on relatively sharp curves during periods of light and darkness.

Cost **$**
Low Cost / Quick Build alternative available

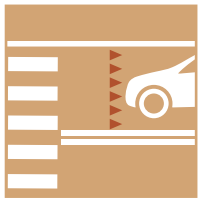
LRSM ID	**R23**
CRF	**40%**
Expected Life	**10 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

25

SIGNING & STRIPING

Advance Yield Markings



Yield lines are placed 20 to 50 feet in advance of multi-lane pedestrian crossings to increase visibility of pedestrians. They can reduce the likelihood of a multiple-threat crash.

Cost **$**

Low Cost / Quick Build alternative available

26

SIGNING & STRIPING

Yield To Pedestrians Sign



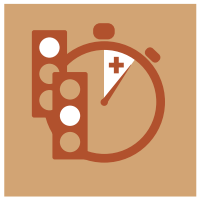
"Yield Here to Pedestrians" signs alert drivers about the presence of pedestrians. These signs are required with advance yield lines. Other sign types can be placed on the centerline in the roadway.

Cost **$**

Low Cost / Quick Build alternative available

27

SIGNALS



Extend Yellow and All Red Time

Extending yellow and all red time increases the time allotted for the yellow and red lights during a signal phase. Extending yellow and all red time improves safety by allowing drivers and bicyclists to safely cross through a signalized intersection before conflicting traffic movements are permitted to enter the intersection.

Cost **$**
Low Cost / Quick Build alternative available

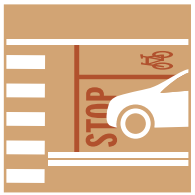
LRSM ID **S03**

CRF **10%**

Expected Life **10 years**

28

BIKEWAYS



Bike Lane

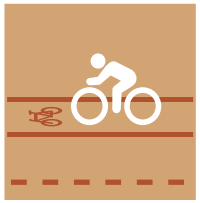
A bike lane provides dedicated street space, typically adjacent to outer vehicle travel lanes, with designated lane markings, pavement legends, and signage. Bike lanes improve safety by reducing conflicts between bicycles and vehicles on the road and by creating a road-narrowing effect with buffers or vertical barriers, which may reduce vehicle speeds.

Cost **$$**
Low Cost / Quick Build alternative available

LRSM ID **R32PB**

29

BIKEWAYS



Extend Bike Lane to Intersection

In locations where a bike lane is dropped due to the addition of a right-turn pocket, the intersection approach may be restriped to allow for bicyclists to move to the left side of right turning vehicles ahead of reaching the intersection.

Cost **$**

Low Cost / Quick Build alternative available

30

BIKEWAYS



Green Conflict Striping

Green conflict striping is green markings painted in a dashed pattern on bike lanes approaching an intersection and/or going through an intersection. Green conflict striping improves safety by increasing the visibility of bicyclists and identifying potential conflict points so bicyclists and motorists use caution when traveling toward and through an intersection.

Cost **$**

Low Cost / Quick Build alternative available

31

BIKEWAYS



Bicycles May Use Full Lane Sign

A sign placed on roads with lanes that are too narrow to allow safe side-by-side passing to indicate that bicyclists may occupy the full lane. This discourages unsafe passing by motorists.

Cost **$**

Low Cost / Quick Build alternative available

32

OTHER



Access Management/ Close Driveway

Vehicles entering and exiting driveways may confict with pedestrians and with vehicles on the main road, especially at driveways within 250 feet of intersections. Closing driveways near intersections with high collision rates related to driveways may reduce potential conficts.

Cost **$$**

Other Reference Information

The CMF Clearinghouse has limited research related to vehicle/pedestrian crashes. See additional reference: FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=20

33

OTHER



Create or Increase Clear Zone

A clear zone is an unobstructed, traversable roadside area that allows a driver to stop safely or regain control of a vehicle that has left the roadway. The width of the clear zone should be based on risk (also called exposure). Key factors in assessing risk include traffic volumes, speeds, and slopes. Clear roadsides reduce risk from fixed objects (such as utility poles) as well as terrain that may increase the likelihood of a rollover. Creating or increasing clear zones within horizontal curve sections may help agencies maximize benefits of the treatment while minimizing costs, as opposed to providing a clear zone throughout an entire corridor.

Cost **$$**

LRSM ID	**R02**
CRF	**35%**
Expected Life	**20 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

34

OTHER



Remove Obstructions For Sightlines

Remove objects that may prevent drivers and pedestrians from having a clear sightline. May include installing red curb at intersection approaches to remove parked vehicles (also called “daylighting”), trimming or removing landscaping, or removing or relocating large signs.

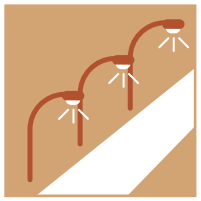
Cost **$**
Low Cost / Quick Build alternative available

LRSM ID	**NS11**
CRF	**20%**
Expected Life	**10 years**

Other Reference Information
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

35

OTHER



Segment Lighting

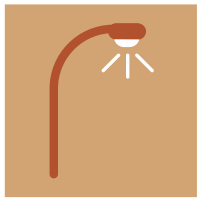
Providing roadway lighting improves safety during nighttime conditions by increasing driver awareness, increasing sight distance, and improving visibility of pedestrians and bicyclists.

Cost **$$**

LRSM ID	**R01**
CRF	**35%** * *Only applicable if a significant number of crashes occur at night*
Expected Life	**20 years**

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OTHER



Intersection Lighting

Adding intersection and/or pedestrian-scale lighting at intersections improves safety by increasing visibility of all road users. This countermeasure is most effective at reducing or preventing collisions at intersections at night.

Cost **$$**

LRSM ID	**NS01**
CRF	**40%** * *Only applicable if a significant number of crashes occur at night*
Expected Life	**20 years**

Other Reference Information
Pedestrian-Level Lighting: FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=8

37

NON-ENGINEERING: EDUCATION



Public Information Campaigns

Highly visible public information campaigns can increase awareness of the risks of driving under the influence. Publicized sobriety checkpoints, saturation patrol, and other forms of high-visibility enforcement are effective for safety outcomes. They should also focus on mobilizing and educating the community, and intervening before driving under the influence takes place. Public education may also involve making safety and crash data publically available on project websites, local agencies' data portals, social media, and other avenues as appropriate.

Non-Engineering Countermeasure

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NON-ENGINEERING: POLICIES AND PROGRAMS



Targeted Enforcement and Deterrence

When developing a program of targeted enforcement and deterrence, use collision history and corridors on the High Injury Network as one criterion for where to concentrate enforcement efforts. Add extra patrols to look for distracted drivers as part of a statewide distracted driving campaign, with focus on where data indicates that the most traffic safety benefit can be realized. Implement deterrence policies that are highly visible, such as publicized sobriety checkpoints, saturation patrol, and other forms of high visibility enforcement that are effective for safety outcomes.

Non-Engineering Countermeasure

39

NON-ENGINEERING: POLICIES AND PROGRAMS



Coordinate with Rideshare/Transit

Coordinate with rideshare companies/transit agencies to ensure consistent and reliable service is provided, particularly later in the evening. If possible, provide subsidies and assist with marketing the rideshare/transit services to ensure residents are aware these services exist and are encouraged to use them.

Non-Engineering Countermeasure

40

NON-ENGINEERING: MAINTENANCE



Keep Roadways Clear of Debris

A smoothly paved surface free of debris enhances safety for vehicles and bicyclists.

Non-Engineering Countermeasure


OLD JOHNNY HAIGH SALOON
Historic Walls
DEDICATED BY
MATUCA CHAPTER 1849
CLAMPUS VITUS
MARCH 31, 2012 (60171)
CREDO QUIA ABSURDUM


Mariposa
TOWN
MARIPOSA CREEK
Do Not CLIMB

Chapter 7

Implementation, Evaluation, and Funding

Implementation

Implementation of the LRSP is the process of executing identified strategies and projects. To implement programs and projects successfully, partnerships, trust, funding, and coordination need to be managed proactively. Successful implementation requires continuous coordinated support from key stakeholders, elected officials, and County staff. Strategies for successful implementation are described in this chapter.

Oversight & Accountability

To ensure effective delivery of safety projects and programs, a committee or task force with key officials and stakeholders that meets bi-annually or quarterly is recommended. The leadership provided by this committee will be a crucial part of maintaining buy-in and support from both local officials and the community as the County implements countermeasures identified in the LRSP. In addition to County planning and engineering staff, leadership may include members from identified LRSP partners such as Caltrans, Mariposa County Sheriff's Office, California Highway Patrol, Mariposa County Public Health Department, and Mariposa County Superintendent of Schools.

Routine collaboration between stakeholders and partners will ensure that County-led engineering countermeasures are supported by coordinated enforcement, education, and engagement programs.

Committee/task force duties may include:

- Conducting briefings and presentations at board and agency meetings;
- Collecting and sharing information on a regular basis; and
- Updating a public facing database or scorecard on LRSP goal progress.

Coordination, Communication, and Partnership

Coordination, communication, and partnership among the committee or task force members are essential for effective project delivery. Strategies include:

- Sharing progress and key milestones;
- Consulting partner agencies early on in the implementation process to gather suggestions and feedback; and

- Finding opportunities for partnership via project bundling (for example, integrating countermeasures identified in the LRSP with pavement resurfacing and maintenance projects, future Caltrans projects, or transportation improvements constructed with development projects).

Continued communication and transparency with stakeholders and community members can allow for greater trust and support of the LRSP's goals. Strategies include:

- Communication across diverse channels (for example, updated web page, news, and social media);
- Actively addressing community concerns;
- Publishing regularly updated fact sheets on plan progress; and
- Hosting regular public meetings using effective community engagement techniques.

These tasks could be led by a member of the committee or task force.

Establish Development and Design Standards

Mariposa County is in the process of establishing development and design standards. These standards should incorporate safety measures where appropriate and provide clear direction as to when safety measures should be required with future projects. Features including, but not limited to, roadway and intersection lighting, sidewalks and/or wide shoulders, and site access management should be incorporated with development projects. Clear zones, safety edges, rumble strips, safety signage, and similar improvements should be included as roadway infrastructure projects are completed, either with development projects or as standalone infrastructure projects.

Evaluation

Ongoing evaluation of safety performance vs. safety goals is an essential component of a robust safety plan. Evaluation provides an opportunity for the County to understand its progress towards achieving its safety goals and allows re-prioritization of those goals as new areas of concern arise. Recommendations for evaluating implementation of the LRSP include the following:

Safety Scorecard

Regular measurement of goal progress in reducing emphasis area collision types should be performed at least annually. Safety scorecards can be a powerful tool for measuring effectiveness, highlighting areas that need further attention and resources, and identifying tasks and deadlines for responsible stakeholder parties.

A scorecard may include:

- KSIs specific to the goals outlined in this plan;
- the number of safety infrastructure improvements completed; and
- monitoring public engagement and response to non-infrastructure countermeasures.

Continued Community Engagement

The County should consider conducting pre- and post-surveys with community members to measure how their actions and views have shifted after engagement about traffic safety. Local partners can be tasked with disseminating the pre- and post-surveys to residents. Surveys should evaluate whether respondents express a shift in behavior and attitude after having participated in traffic safety programming. The metrics for evaluation can also be developed in partnership with local partners to ensure accessibility for the public.

Funding

Funding is often a major hurdle to implementation of safety projects. The committee or task force or County staff should frequently review the list of current capital improvement projects to determine which LRSP projects could overlap for possible project bundling.

County staff should also monitor and seek grant opportunities and regularly submit applications for competitive projects and secure local funds for safety improvements whenever possible. Local, state, and federal funding sources that could be sought for transportation safety projects are as follows.

Timing of implementation will depend on ability to obtain funding. Initial improvements on County facilities to be made in the next three years as funding is sought and received. Because many of the improvement opportunities in this plan are on State highways, Caltrans will be responsible for those improvements; thus their cooperation will be required. Implementation of all improvements is likely to take ten years or more.

State and Federal Funding Sources

Highway Safety Improvement Program (HSIP)

The HSIP is a core federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned roads and roads on tribal land. The HSIP is allotted funding via Fixing America's Surface Transportation (FAST) Act; each state is apportioned a lump sum, which is then divided among apportioned programs.

Senate Bill (SB) 1 Funding

California SB 1, also known as the Road Repair and Accountability Act of 2017, is a landmark transportation investment to rebuild California by fixing neighborhood streets, freeways, and bridges in communities across California and target funding toward transit and congested trade and commute corridor improvements. The largest portion of SB 1 funding goes to California's State-maintained transportation infrastructure. With this funding, Caltrans has a goal of repairing or replacing 17,000 miles of pavement in 10 years and spending $250 million annually for congestion solutions and





over $700 million for better transit commutes and supporting freight improvements. The other portion of SB 1 funding will go to local roads, transit agencies, and expanding the state's pedestrian and cycle routes. SB 1 funds various grants include the following:

Local Streets and Roads Program (LSRP)
SB 1 has dedicated approximately $1.5 billion per year appointed by the State Controller to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads. Cities and counties must submit a proposed project list adopted at a regular meeting by their board or council that is then submitted to the California Transportation Commission. Once reviewed and adopted by the Commission, eligible cities and counties receive funding from the Controller. An Annual Project Expenditure Report is sent to the Commission to maintain transparency regarding program funding received and expended.

Local Partnership Program (LPP)
The LPP's purpose is to provide local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees with a funding of $200 million annually from the Road Maintenance and Rehabilitation Account to fund aging infrastructure, road conditions, active transportation, and health and safety benefits projects. LPP funds are distributed through a 50 percent statewide competitive component and a 50 percent formulaic component. Both programs are eligible to jurisdictions with voter approved taxes, tolls, and fees dedicated solely to transportation and the competitive program. LPP also provides the opportunity for local governments to partner with Caltrans for enhancements on state facilities.

Active Transportation Program (ATP)

The ATP was created by SB 99 to encourage increased use of active modes of transportation such as walking and biking. The goals of the ATP include increasing the proportion of trips accomplished by walking and biking, increasing the safety and mobility of non-motorized users, advancing efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health, and providing a broad spectrum of projects to benefit many types of users, including disadvantaged

communities. Funding is made up of federal funding, SB 1 funding, and State Highway Account funding.

Caltrans Sustainable Transportation Planning Grants

The Sustainable Transportation Planning Grants include two parts:

Sustainable Communities Grants
Set aside to encourage local and regional planning goals and best practices cited in the Regional Transportation Plan Guidelines.

Strategic Partnership Grants
Set aside to identify and address statewide, interregional, or regional transportation deficiencies on the State highway system in partnership with Caltrans.

State Transportation Improvement Program (STIP)

The STIP is a five-year capital improvement program that is updated and adopted by the California Transportation Commission every two years. The STIP is funded with revenues from the Transportation Investment Fund and other sources.

Safe Routes to School (SRTS) Funding

The SRTS program promotes walking and bicycling to school through infrastructure improvements, tools, safety education, and incentives to encourage these modes of travel. Nationally, 10 to 14 percent of car trips during the morning rush hour are for school travel. SRTS can be implemented at the State, community, or local school district level. Competitive federal funding is available through the FAST Act. Depending on the existing infrastructure, SRTS may require that education, transportation, public safety, and city planning agencies coordinate their efforts.

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants

The U.S. Department of Transportation (DOT) is committed to creating high-quality jobs, improving safety, protecting our environment, and generating equitable economic opportunity for all Americans with RAISE grants. Projects will be evaluated based on merit criteria that include safety, environmental sustainability, quality of life, economic competitiveness, state of good repair, innovation, and partnership. RAISE grants are one of the few DOT discretionary programs for which regional and local governments can directly compete for multimodal transportation funding.

Affordable Housing and Sustainable Communities Program (AHSC)

The AHSC Program, administered by the Strategic Growth Council and implemented by the Department of Housing and Community Development (HCD), funds land use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse gas (GHG) emissions.

This program will assist project areas by providing grants, loans, or any combination thereof that will achieve GHG emission reductions and benefit disadvantaged communities, low-income communities, and low-income households through increased accessibility of affordable housing, employment centers, and key destinations via low-carbon transportation. This program results in fewer vehicle miles traveled through shortened or reduced trip lengths or mode shifts from single

occupancy vehicles to use of transit, bicycling, or walking. The project areas this funding is geared toward are transit-oriented development (TOD) project areas, integrated connectivity project (ICP) areas, or rural innovation project areas (RIPA).

California Office of Traffic Safety (OTS) Grant Programs

OTS administers traffic safety grants in the following areas: alcohol impaired driving, distracted driving, drug-impaired driving, emergency medical services, motorcycle safety, occupant protection, pedestrian and bicycle safety, police traffic services, public relations, advertising, and roadway safety and traffic records.

Transformative Climate Communities (TCC) Program

The TCC Program funds community-led development and infrastructure projects that strive to make major advances in environmental, health, and economic benefits in California's most disadvantaged communities. Eligible improvements for this funding source include active transportation and public transit projects, transit ridership programs and passes for low-income riders, and education and planning activities to promote increased use of active modes of transportation.

Safe Streets and Roads for All (SS4A) Grant Program

In 2022, the Bipartisan Infrastructure Law (BIL) established the SS4A discretionary program with $5 billion in appropriated funds over the next five years. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports the National Roadway Safety Strategy and the Department of Transportation's goal of zero deaths and serious injuries on the nation's roadways.

Local Funding Sources

Local Transportation Fund (LTF)

The Transportation Development Act (TDA) provides local funding for transit and non-transit related projects that comply with regional transportation plans. The LTF is one of two funding sources funded via the TDA and is used to fund transportation projects in Mariposa County. The LTF is derived from a quarter cent of the general sales tax collected statewide. Sales tax collected in each county is returned to that county where the tax was generated. As the local Regional Transportation Planning Agency, MCLTC oversees and administers LTF monies.

Traffic Impact Mitigation Fee

California law allows local governments to establish and charge a fee on residential and non-residential development in order to fund public facilities and to service population growth. Mariposa County has a Traffic Impact Mitigation Fee which establishes development fees based on development type and size. Public facility fees can go to a variety of public facilities, one being local roadways. The County should evaluate the fee program and, where possible, allocate fees to roadway improvements that will improve safety on local roads.


Whistling Billy
49
La Grange
Modesto
Lake
McClure
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Appendix

Safety Data

California Office of Traffic Safety Crash Rankings for Mariposa County, 2018

TYPE OF CRASH	VICTIMS KILLED & INJURED	OTS RANKING
Total Fatal and Injury	300	23/58
Alcohol Involved	61	13/58
Had Been Drinking Driver < 21	2	29/58
Had Been Drinking Driver 21 – 34	24	11/58
Motorcycles	49	3/58
Pedestrians	0	57/58
Pedestrians < 15	1	38/58
Pedestrians 65+	1	36/58
Bicyclists	2	51/58
Bicyclists < 15	0	43/58
Composite		NA

TYPE OF CRASH	FATAL & INJURY CRASHES	OTS RANKING
Speed Related	35	50/58
Nighttime (9:00pm – 2:59am)	36	17/58
Hit and Run	9	45/58

All Collisions

		Roadway										Intersection									
		Local Road Speed Limit			Local Road Classification																
		25 MPH	35 MPH	45 MPH	Road Paved/Unpaved	Road Paved/Unpaved - Minor Collector Road	Road Paved/Unpaved - Major Collector Road	County Route	Total Local Roadway	State Highway	Total Roadway	State Highway-Local Road	Local Road-Local Road	State Highway-State Highway	Total Intersection	Near School	Near Crosswalk	Motorcycle Involved	In Town (Mariposa or Coulterville)	Not In Town (Mariposa or Coulterville	Total
Violation Category	Improper Turning	4	6	36	5	11	23	7	46	89	135	11	16	2	29	5	0	27	9	155	164
	Unsafe Speed	2	8	16	4	7	11	4	26	52	78	25	3	0	28	11	0	22	20	86	106
	Driving or Bicycling Under the Influence of Alcohol or Drug	3	4	19	3	4	12	7	26	22	48	2	8	0	10	4	0	3	7	51	58
	Vehicle Right of Way Violation	0	0	0	0	0	0	0	0	5	5	18	6	0	24	8	0	1	10	19	29
	Other Than Driver (or Pedestrian)	0	3	3	1	2	3	0	6	10	16	3	1	1	5	2	0	8	4	17	21
	Wrong Side of Road	3	0	2	2	2	0	1	5	10	15	2	1	0	3	0	0	4	1	17	18
	Unknown	1	0	1	1	0	0	1	2	1	3	0	0	0	0	0	0	1	0	3	3
	Other Hazardous Violation	0	1	0	0	0	1	0	1	1	2	0	1	0	1	0	0	1	1	2	3
	Pedestrian Violation	0	0	0	0	0	0	0	0	1	1	1	1	0	2	1	0	0	1	2	3
	Pedestrian Right of Way Violation	0	0	0	0	0	0	0	0	0	0	3	0	0	3	2	0	0	3	0	3
	Traffic Signals and Signs	0	0	0	0	0	0	0	0	0	0	2	1	0	3	0	0	0	0	3	3
	Unsafe Starting or Backing	0	1	0	0	1	0	0	1	0	1	1	0	0	1	1	0	1	1	1	2
	Other Improper Driving	0	0	1	0	1	0	0	1	0	1	0	1	0	1	1	0	0	1	1	2
	Unsafe Lane Change	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	2	2
	Following Too Closely	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
Collision Type	Hit Object	9	12	46	11	14	30	12	67	93	160	9	18	2	29	6	0	18	12	177	189
	Overturned	0	5	21	1	7	12	6	26	53	79	6	8	0	14	3	0	32	7	86	93
	Rear End	0	1	1	0	0	2	0	2	17	19	19	0	0	19	9	0	3	14	24	38
	Head-on	4	1	3	3	3	2	0	8	10	18	7	5	0	12	4	0	2	3	27	30
	Broadside	0	0	1	0	0	1	0	1	6	7	19	4	0	23	6	0	4	10	20	30
	Other	0	4	4	1	4	3	0	8	8	16	2	1	1	4	2	0	7	6	14	20
	Sideswipe	0	0	2	0	0	0	2	2	4	6	2	1	2	5	1	0	2	1	10	11
	Vehicle/Pedestrian	0	0	0	0	0	0	0	0	1	1	4	2	0	6	4	0	0	5	2	7
Time of Day	Evening Peak (3PM-7PM)	3	7	18	5	9	11	3	28	60	88	25	12	3	40	13	0	23	21	107	128
	Midday (10AM-3PM)	4	5	22	4	8	11	8	31	55	86	21	13	2	36	7	0	33	18	104	122
	Overnight (7PM-6AM)	4	8	27	5	7	19	8	39	37	76	8	9	0	17	7	0	4	8	85	93
	Morning Peak (6AM-10AM)	2	3	11	2	4	9	1	16	39	55	14	5	0	19	8	0	8	11	63	74
	Unknown	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
Movement Preceding Collision by Party at Fault	Ran Off Road	6	10	49	8	15	32	10	65	86	151	10	17	0	27	5	0	22	14	190	204
	Proceeding Straight	7	10	11	8	7	11	2	28	54	82	27	5	1	33	12	0	32	22	99	121
	Other Unsafe Turning	0	1	15	0	3	7	6	16	19	35	2	5	1	8	3	0	5	3	48	51
	Crossed Into Opposing Lane	0	1	1	0	1	0	1	2	16	18	3	3	1	7	1	0	3	2	26	28
	Stopping/Slowing	0	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0	2	1	6	7
	Making Left Turn	0	0	0	0	0	0	0	0	4	4	20	5	0	25	10	0	3	11	18	29
	Passing Other Vehicles	0	0	1	0	0	0	1	1	2	3	0	0	0	0	0	0	0	0	3	3
	Entering Traffic	0	0	0	0	0	0	0	0	2	2	2	1	0	3	2	0	1	3	2	5
	Not Stated	0	0	0	0	0	0	0	0	1	1	1	1	0	2	1	0	0	1	2	3
	Stopped	0	1	0	0	1	0	0	1	0	1	1	0	0	1	0	0	0	0	3	3
	Other	0	0	0	0	0	0	0	0	1	1	0	1	0	1	0	0	1	0	2	2
	Changing Lanes	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	3	3
	Traveling Wrong Way	0	0	1	0	1	0	0	1	0	1	0	0	2	2	0	0	0	0	2	2
	Making Right Turn	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	1	0	1
	Parking Maneuver	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	1	0	1
	Making U-Turn	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	1
Total		13	23	78	16	28	50	20	114	192	306	68	39	5	112	35	0	68	58	360	418
Total Miles/Number of Intersections		203.24	136.53	126.33	232.69	153.98	62.77	27.517	478.7	220.0	698.67	175	919	26	1151						
Share of Roadway/Intersections		29.1%	19.5%	18.1%	33.3%	22.0%	9.0%	3.9%	68.5%	31.5%	100.0%	15.2%	79.8%	2.3%	100.0%						
Collisions per Mile/Intersection		0.06	0.17	0.62	0.07	0.18	0.80	0.73	0.24	0.87	0.44	0.39	0.04	0.19	0.10						
Share of Roadway/Intersection Collisions		4.2%	7.5%	25.5%	5.2%	9.2%	16.3%	6.5%	37.3%	62.7%	100.0%	60.7%	34.8%	4.5%	100.0%						

All Collisions (Share of Total)

		Roadway										Intersection									
		Local Road Speed Limit			Local Road Classification																
		25 MPH	35 MPH	45 MPH	Road Paved/Unpaved	Road Paved/Unpaved - Minor Collector Road	Road Paved/Unpaved - Major Collector Road	County Route	Total Local Roadway	State Highway	Total Roadway	State Highway-Local Road	Local Road-Local Road	State Highway-State Highway	Total Intersection	Near School	Near Crosswalk	Motorcycle Involved	In Town (Mariposa or Coulterville)	Not In Town (Mariposa or Coulterville)	Total
Violation Category	Improper Turning	1.0%	1.4%	8.6%	1.2%	2.6%	5.5%	1.7%	11.0%	21.3%	32.3%	2.6%	3.8%	0.5%	6.9%	1.2%	0.0%	6.5%	2.2%	37.1%	39.2%
	Unsafe Speed	0.5%	1.9%	3.8%	1.0%	1.7%	2.6%	1.0%	6.2%	12.4%	18.7%	6.0%	0.7%	0.0%	6.7%	2.6%	0.0%	5.3%	4.8%	20.6%	25.4%
	Driving or Bicycling Under the Influence of Alcohol or Drug	0.7%	1.0%	4.5%	0.7%	1.0%	2.9%	1.7%	6.2%	5.3%	11.5%	0.5%	1.9%	0.0%	2.4%	1.0%	0.0%	0.7%	1.7%	12.2%	13.9%
	Vehicle Right of Way Violation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.2%	1.2%	4.3%	1.4%	0.0%	5.7%	1.9%	0.0%	0.2%	2.4%	4.5%	6.9%
	Other Than Driver (or Pedestrian)	0.0%	0.7%	0.7%	0.2%	0.5%	0.7%	0.0%	1.4%	2.4%	3.8%	0.7%	0.2%	0.2%	1.2%	0.5%	0.0%	1.9%	1.0%	4.1%	5.0%
	Wrong Side of Road	0.7%	0.0%	0.5%	0.5%	0.5%	0.0%	0.2%	1.2%	2.4%	3.6%	0.5%	0.2%	0.0%	0.7%	0.0%	0.0%	1.0%	0.2%	4.1%	4.3%
	Unknown	0.2%	0.0%	0.2%	0.2%	0.0%	0.0%	0.2%	0.5%	0.2%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.7%	0.7%
	Other Hazardous Violation	0.0%	0.2%	0.0%	0.0%	0.0%	0.2%	0.0%	0.2%	0.2%	0.5%	0.0%	0.2%	0.0%	0.2%	0.0%	0.0%	0.2%	0.2%	0.5%	0.7%
	Pedestrian Violation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	0.2%	0.2%	0.0%	0.5%	0.2%	0.0%	0.0%	0.2%	0.5%	0.7%
	Pedestrian Right of Way Violation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.5%	0.0%	0.0%	0.7%	0.0%	0.7%
	Traffic Signals and Signs	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.2%	0.0%	0.7%	0.0%	0.0%	0.0%	0.0%	0.7%	0.7%
	Unsafe Starting or Backing	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.2%	0.2%	0.0%	0.0%	0.2%	0.2%	0.0%	0.2%	0.2%	0.2%	0.5%
	Other Improper Driving	0.0%	0.0%	0.2%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.2%	0.0%	0.2%	0.0%	0.2%	0.2%	0.0%	0.0%	0.2%	0.2%	0.5%
	Unsafe Lane Change	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%
	Following Too Closely	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%
Collision Type	Hit Object	2.2%	2.9%	11.0%	2.6%	3.3%	7.2%	2.9%	16.0%	22.2%	38.3%	2.2%	4.3%	0.5%	6.9%	1.4%	0.0%	4.3%	2.9%	42.3%	45.2%
	Overturned	0.0%	1.2%	5.0%	0.2%	1.7%	2.9%	1.4%	6.2%	12.7%	18.9%	1.4%	1.9%	0.0%	3.3%	0.7%	0.0%	7.7%	1.7%	20.6%	22.2%
	Rear End	0.0%	0.2%	0.2%	0.0%	0.0%	0.5%	0.0%	0.5%	4.1%	4.5%	4.5%	0.0%	0.0%	4.5%	2.2%	0.0%	0.7%	3.3%	5.7%	9.1%
	Head-on	1.0%	0.2%	0.7%	0.7%	0.7%	0.5%	0.0%	1.9%	2.4%	4.3%	1.7%	1.2%	0.0%	2.9%	1.0%	0.0%	0.5%	0.7%	6.5%	7.2%
	Broadside	0.0%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.2%	1.4%	1.7%	4.5%	1.0%	0.0%	5.5%	1.4%	0.0%	1.0%	2.4%	4.8%	7.2%
	Other	0.0%	1.0%	1.0%	0.2%	1.0%	0.7%	0.0%	1.9%	1.9%	3.8%	0.5%	0.2%	0.2%	1.0%	0.5%	0.0%	1.7%	1.4%	3.3%	4.8%
	Sideswipe	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%	0.5%	0.5%	1.0%	1.4%	0.5%	0.2%	0.5%	1.2%	0.2%	0.0%	0.5%	0.2%	2.4%	2.6%
	Vehicle/Pedestrian	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	1.0%	0.5%	0.0%	1.4%	1.0%	0.0%	0.0%	1.2%	0.5%	1.7%
Time of Day	Evening Peak (3PM-7PM)	0.7%	1.7%	4.3%	1.2%	2.2%	2.6%	0.7%	6.7%	14.4%	21.1%	6.0%	2.9%	0.7%	9.6%	3.1%	0.0%	5.5%	5.0%	25.6%	30.6%
	Midday (10AM-3PM)	1.0%	1.2%	5.3%	1.0%	1.9%	2.6%	1.9%	7.4%	13.2%	20.6%	5.0%	3.1%	0.5%	8.6%	1.7%	0.0%	7.9%	4.3%	24.9%	29.2%
	Overnight (7PM-6AM)	1.0%	1.9%	6.5%	1.2%	1.7%	4.5%	1.9%	9.3%	8.9%	18.2%	1.9%	2.2%	0.0%	4.1%	1.7%	0.0%	1.0%	1.9%	20.3%	22.2%
	Morning Peak (6AM-10AM)	0.5%	0.7%	2.6%	0.5%	1.0%	2.2%	0.2%	3.8%	9.3%	13.2%	3.3%	1.2%	0.0%	4.5%	1.9%	0.0%	1.9%	2.6%	15.1%	17.7%
	Unknown	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%
Movement Preceding Collision by Party at Fault	Ran Off Road	1.4%	2.4%	11.7%	1.9%	3.6%	7.7%	2.4%	15.6%	20.6%	36.1%	2.4%	4.1%	0.0%	6.5%	1.2%	0.0%	5.3%	3.3%	45.5%	48.8%
	Proceeding Straight	1.7%	2.4%	2.6%	1.9%	1.7%	2.6%	0.5%	6.7%	12.9%	19.6%	6.5%	1.2%	0.2%	7.9%	2.9%	0.0%	7.7%	5.3%	23.7%	28.9%
	Other Unsafe Turning	0.0%	0.2%	3.6%	0.0%	0.7%	1.7%	1.4%	3.8%	4.5%	8.4%	0.5%	1.2%	0.2%	1.9%	0.7%	0.0%	1.2%	0.7%	11.5%	12.2%
	Crossed Into Opposing Lane	0.0%	0.2%	0.2%	0.0%	0.2%	0.0%	0.2%	0.5%	3.8%	4.3%	0.7%	0.7%	0.2%	1.7%	0.2%	0.0%	0.7%	0.5%	6.2%	6.7%
	Stopping/Slowing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.4%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.2%	1.4%	1.7%
	Making Left Turn	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	4.8%	1.2%	0.0%	6.0%	2.4%	0.0%	0.7%	2.6%	4.3%	6.9%
	Passing Other Vehicles	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%	0.2%	0.2%	0.5%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.7%
	Entering Traffic	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%	0.5%	0.2%	0.0%	0.7%	0.5%	0.0%	0.2%	0.7%	0.5%	1.2%
	Not Stated	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	0.2%	0.2%	0.0%	0.5%	0.2%	0.0%	0.0%	0.2%	0.5%	0.7%
	Stopped	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.2%	0.2%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%	0.7%	0.7%
	Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	0.0%	0.2%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.5%	0.5%
	Changing Lanes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.7%
	Traveling Wrong Way	0.0%	0.0%	0.2%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.2%	0.0%	0.0%	0.5%	0.5%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%
	Making Right Turn	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%	0.2%	0.0%	0.2%
	Parking Maneuver	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.2%	0.2%	0.0%	0.0%	0.2%	0.0%	0.2%
	Making U-Turn	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%	0.2%	0.2%
Total		3.1%	5.5%	18.7%	3.8%	6.7%	12.0%	4.8%	27.3%	45.9%	73.2%	16.3%	9.3%	1.2%	26.8%	8.4%	0.0%	16.3%	13.9%	86.1%	100.0%
Share of Roadway/Intersection Collisions		4.2%	7.5%	25.5%	5.2%	9.2%	16.3%	6.5%	37.3%	62.7%	100.0%	60.7%	34.8%	4.5%	100.0%						

KSI Collisions

		Roadway										Intersection									
		Local Rd Speed Limit			Local Road Classification																
		25 MPH	35 MPH	45 MPH	Road Paved/Unpaved	Road Paved/Unpaved - Minor Collector Road	Road Paved/Unpaved - Major Collector Road	County Route	Total Local Roadway	State Highway	Total Roadway	State Highway-Local Road	Local Road-Local Road	State Highway-State Highway	Total Intersection	Near School	Near Crosswalk	Motorcycle Involved	In Town (Mariposa or Coulterville)	Not In Town (Mariposa or Coulterville)	Total
Violation Category	Improper Turning	0	1	3	0	1	2	1	4	20	24	2	3	1	11	0	0	9	1	29	30
	Unsafe Speed	0	3	3	0	2	2	2	6	11	17	3	1	0	4	0	0	10	3	18	21
	Driving or Bicycling Under the Influence of Alcohol or Drug	1	0	2	0	1	0	2	3	11	14	0	3	0	3	1	0	2	3	14	17
	Wrong Side of Road	0	0	2	0	1	0	1	2	3	5	1	0	0	1	0	0	1	0	6	6
	Vehicle Right of Way Violation	0	0	0	0	0	0	0	0	2	2	1	1	0	2	0	0	0	0	4	4
	Other Than Driver (or Pedestrian)	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	3	2	1	3
	Unsafe Starting or Backing	0	1	0	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	1	1
	Pedestrian Right of Way Violation	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	1	0	1
	Unknown	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
	Pedestrian Violation	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
	Traffic Signals and Signs	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	1	1
	Other Improper Driving	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	1	0	1
Collision Type	Hit Object	1	4	5	0	3	3	4	10	26	36	0	4	1	5	1	0	9	2	39	41
	Overturned	0	0	2	0	1	0	1	2	14	16	3	3	0	6	0	0	11	4	18	22
	Head-on	0	0	1	0	1	0	0	1	6	7	1	0	0	1	0	0	0	0	8	8
	Broadside	0	0	0	0	0	0	0	0	3	3	2	1	0	3	0	0	2	1	5	6
	Vehicle/Pedestrian	0	0	0	0	0	0	0	0	1	1	1	1	0	2	1	0	0	2	1	3
	Other	0	1	0	0	1	0	0	1	2	3	0	0	0	0	0	0	1	2	1	3
	Rear End	0	0	1	0	0	1	0	1	0	1	1	0	0	1	0	0	1	0	2	2
	Sideswipe	0	0	1	0	0	0	1	1	0	1	1	0	0	1	0	0	1	0	2	2
Time of Day	Midday (10AM-3PM)	0	2	4	0	2	2	2	6	19	25	4	2	1	7	0	0	13	7	25	32
	Evening Peak (3PM-7PM)	0	1	1	0	2	0	0	2	19	21	3	3	0	6	1	0	7	2	25	27
	Overnight (7PM-6AM)	1	1	5	0	2	1	4	7	6	13	1	4	0	5	1	0	3	2	16	18
	Morning Peak (6AM-10AM)	0	1	0	0	0	1	0	1	8	9	1	0	0	1	0	0	2	0	10	10
Movement Preceding Collision by Party at Fault	Ran Off Road	1	1	4	0	1	2	3	6	24	30	2	3	1	6	1	0	8	5	31	36
	Proceeding Straight	0	2	3	0	2	2	1	5	12	17	4	1	0	5	0	0	11	4	18	22
	Crossed Into Opposing Lane	0	1	1	0	1	0	1	2	6	8	1	0	0	1	0	0	1	0	9	9
	Other Unsafe Turning	0	0	1	0	0	0	1	1	5	6	0	2	0	2	0	0	2	0	8	8
	Making Left Turn	0	0	0	0	0	0	0	0	3	3	1	1	0	2	0	0	1	1	4	5
	Not Stated	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
	Traveling Wrong Way	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	1	1
	Stopped	0	1	0	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	1	1
	Stopping/Slowing	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
	Parking Maneuver	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	1	0	1
	Other	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0	1	1
	Making U-Turn	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	1
Total		1	5	10	0	6	4	6	16	52	68	9	9	1	19	2	0	25	11	76	87
Total Miles/Number of Intersections		203.24	136.53	126.33					478.7	220.0	698.67	175	919	26	1151						
Share of Roadway/Intersections		29.1%	19.5%	18.1%					68.5%	31.5%	100.0%	15.2%	79.8%	2.3%	100.0%						
Collisions per Mile/Intersection		0.005	0.037	0.08					0.03	0.24	0.10	100.0%	0.0%	0.0%	100.0%						
Share of Roadway/Intersection Collisions		1.5%	7.4%	14.7%	0.0%	8.8%	5.9%	8.8%	23.5%	76.5%	100.0%	47.4%	47.4%	5.3%	100.0%						

KSI Collisions (Share of Total)

		Roadway										Intersection									
		Local Rd Speed Limit			Local Road Classification																
		25 MPH	35 MPH	45 MPH	Road Paved/Unpaved	Road Paved/Unpaved - Minor Collector Road	Road Paved/Unpaved - Major Collector Road	County Route	Total Local Roadway	State Highway	Total Roadway	State Highway-Local Road	Local Road-Local Road	State Highway-State Highway	Total Intersection	Near School	Near Crosswalk	Motorcycle Involved	In Town (Mariposa or Coulterville)	Not In Town (Mariposa or Coulterville)	Total
Violation Category	Improper Turning	0.0%	1.1%	3.4%	0.0%	1.1%	2.3%	1.1%	4.6%	23.0%	27.6%	2.3%	3.4%	1.1%	12.6%	0.0%	0.0%	10.3%	1.1%	33.3%	34.5%
	Unsafe Speed	0.0%	3.4%	3.4%	0.0%	2.3%	2.3%	2.3%	6.9%	12.6%	19.5%	3.4%	1.1%	0.0%	4.6%	0.0%	0.0%	11.5%	3.4%	20.7%	24.1%
	Driving or Bicycling Under the Influence of Alcohol or Drug	1.1%	0.0%	2.3%	0.0%	1.1%	0.0%	2.3%	3.4%	12.6%	16.1%	0.0%	3.4%	0.0%	3.4%	1.1%	0.0%	2.3%	3.4%	16.1%	19.5%
	Wrong Side of Road	0.0%	0.0%	2.3%	0.0%	1.1%	0.0%	1.1%	2.3%	3.4%	5.7%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	6.9%	6.9%
	Vehicle Right of Way Violation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.3%	2.3%	1.1%	1.1%	0.0%	2.3%	0.0%	0.0%	0.0%	0.0%	4.6%	4.6%
	Other Than Driver (or Pedestrian)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.4%	3.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.4%	2.3%	1.1%	3.4%
	Unsafe Starting or Backing	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Pedestrian Right of Way Violation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	1.1%	0.0%	1.1%
	Unknown	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Pedestrian Violation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Traffic Signals and Signs	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Other Improper Driving	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	1.1%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%
Collision Type	Hit Object	1.1%	4.6%	5.7%	0.0%	3.4%	3.4%	4.6%	11.5%	29.9%	41.4%	0.0%	4.6%	1.1%	5.7%	1.1%	0.0%	10.3%	2.3%	44.8%	47.1%
	Overturned	0.0%	0.0%	2.3%	0.0%	1.1%	0.0%	1.1%	2.3%	16.1%	18.4%	3.4%	3.4%	0.0%	6.9%	0.0%	0.0%	12.6%	4.6%	20.7%	25.3%
	Head-on	0.0%	0.0%	1.1%	0.0%	1.1%	0.0%	0.0%	1.1%	6.9%	8.0%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	9.2%	9.2%
	Broadside	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.4%	3.4%	2.3%	1.1%	0.0%	3.4%	0.0%	0.0%	2.3%	1.1%	5.7%	6.9%
	Vehicle/Pedestrian	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%	1.1%	1.1%	0.0%	2.3%	1.1%	0.0%	0.0%	2.3%	1.1%	3.4%
	Other	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	2.3%	3.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	2.3%	1.1%	3.4%
	Rear End	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%	0.0%	1.1%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	2.3%	2.3%
	Sideswipe	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	1.1%	1.1%	0.0%	1.1%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	2.3%	2.3%
Time of Day	Midday (10AM-3PM)	0.0%	2.3%	4.6%	0.0%	2.3%	2.3%	2.3%	6.9%	21.8%	28.7%	4.6%	2.3%	1.1%	8.0%	0.0%	0.0%	14.9%	8.0%	28.7%	36.8%
	Evening Peak (3PM-7PM)	0.0%	1.1%	1.1%	0.0%	2.3%	0.0%	0.0%	2.3%	21.8%	24.1%	3.4%	3.4%	0.0%	6.9%	1.1%	0.0%	8.0%	2.3%	28.7%	31.0%
	Overnight (7PM-6AM)	1.1%	1.1%	5.7%	0.0%	2.3%	1.1%	4.6%	8.0%	6.9%	14.9%	1.1%	4.6%	0.0%	5.7%	1.1%	0.0%	3.4%	2.3%	18.4%	20.7%
	Morning Peak (6AM-10AM)	0.0%	1.1%	0.0%	0.0%	0.0%	1.1%	0.0%	1.1%	9.2%	10.3%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	2.3%	0.0%	11.5%	11.5%
Movement Preceding Collision by Party at Fault	Ran Off Road	1.1%	1.1%	4.6%	0.0%	1.1%	2.3%	3.4%	6.9%	27.6%	34.5%	2.3%	3.4%	1.1%	6.9%	1.1%	0.0%	9.2%	5.7%	35.6%	41.4%
	Proceeding Straight	0.0%	2.3%	3.4%	0.0%	2.3%	2.3%	1.1%	5.7%	13.8%	19.5%	4.6%	1.1%	0.0%	5.7%	0.0%	0.0%	12.6%	4.6%	20.7%	25.3%
	Crossed Into Opposing Lane	0.0%	1.1%	1.1%	0.0%	1.1%	0.0%	1.1%	2.3%	6.9%	9.2%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	10.3%	10.3%
	Other Unsafe Turning	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	1.1%	1.1%	5.7%	6.9%	0.0%	2.3%	0.0%	2.3%	0.0%	0.0%	2.3%	0.0%	9.2%	9.2%
	Making Left Turn	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.4%	3.4%	1.1%	1.1%	0.0%	2.3%	0.0%	0.0%	1.1%	1.1%	4.6%	5.7%
	Not Stated	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Traveling Wrong Way	0.0%	0.0%	1.1%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Stopped	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Stopping/Slowing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	1.1%
	Parking Maneuver	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	1.1%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%
	Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%	1.1%
	Making U-Turn	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	0.0%	1.1%	0.0%	1.1%	1.1%
Total		1.1%	5.7%	11.5%	0.0%	6.9%	4.6%	6.9%	18.4%	59.8%	78.2%	10.3%	10.3%	1.1%	21.8%	2.3%	0.0%	28.7%	12.6%	87.4%	100.0%
Share of Roadway/Intersection Collisions		1.5%	7.4%	14.7%	0.0%	8.8%	5.9%	8.8%	23.5%	76.5%	100.0%	47.4%	47.4%	5.3%	100.0%						



FEHR PEERS

Mariposa County Local Road Safety Plan

Rod Brown
December 5, 2023

Agenda

- What is a Local Roadway Safety Plan?
- Overview of collision history
- Emphasis areas
- Countermeasure toolbox



NOTE:

LRSP is required for State HSIP funding applications

Safety plan like LRSP is required for Federal SS4A funding applications

Safe System Approach



Vision Statement

Minimize fatalities and serious injuries and make travel safer for all who drive, walk, or bicycle in Mariposa County.

Goal 1

Reduce driving under the influence (DUI) through educational and enforcement programs, and reduce the severity of DUI collisions through infrastructure improvements.

Goal 2

Reduce the frequency and degree of speeding through roadway design and traffic calming and educational and enforcement programs.

Goal 3

Implement infrastructure improvements at intersections to reduce the number and severity of collisions at the intersection of local roads with State highways and intersections of major local roads.

Goal 4

Foster a countywide culture of safety for people walking and riding bicycles, with responsibility shared by all road users, especially for walking inside the county's two towns and for bicycling in rural areas.

Top Issues

Violations

Improper turning

Unsafe speed

DUI

Vehicle ROW

Types

Hit object

Overturned

Rear end

Head-on

Location

State highway segments

45 mph local roads

Intersections of State highways

Emphasis Areas

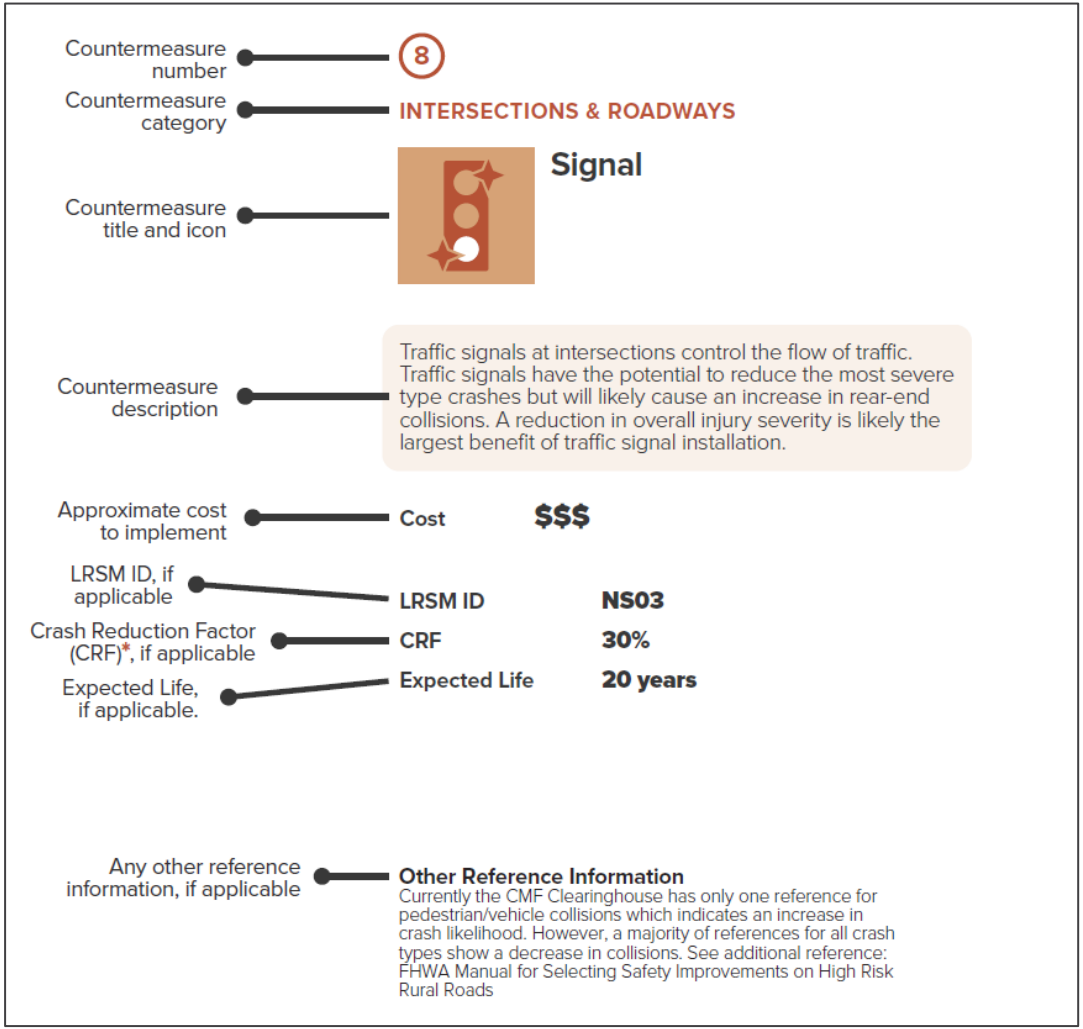
Collision Profile	Total Number of Collisions	% of All Collisions	Total Number of KSI Collisions	% of KSI Collisions
Hit Object and Overturned Vehicle Collisions on State Highways and 45 MPH Local Roads	169	40%	34	39%
Unsafe Speed Outside of Towns (Mariposa and Coulterville)	86	21%	18	21%
Driving Under the Influence Collisions	58	14%	17	19%
Hit Object and Overturned Vehicle Collisions at Intersections of Local Roads With Other Local Roads and State Highways	41	10%	10	12%
Broadside Collisions at Intersections of Local Roads With Other Local Roads and State Highways	23	6%	3	3%
Rear-End Collisions at Intersections Inside Towns (Mariposa and Coulterville)	11	3%	0	0%
Collisions Involving People Walking at Intersections or Crossing a Roadway Not at an Intersection	7	2%	3	3%
Collisions Involving People Bicycling Outside of Towns (Mariposa and Coulterville)	7	2%	3	3%

What is a Countermeasure?

- Strategy to increase roadway safety
  - Engineering countermeasures: physical changes to road environment
  - Non-engineering countermeasures: for example, enforcement and education
- Goal: Reduce collision frequency and severity
  - Separate users in time and space
  - Reduce speeds
  - Remove hazards or absorb energy transfer when they cannot be removed



The Toolbox


Countermeasure number
8
Countermeasure category
INTERSECTIONS & ROADWAYS
Countermeasure title and icon
Signal
Countermeasure description
Traffic signals at intersections control the flow of traffic. Traffic signals have the potential to reduce the most severe type crashes but will likely cause an increase in rear-end collisions. A reduction in overall injury severity is likely the largest benefit of traffic signal installation.
Approximate cost to implement
Cost
$$$
LRSM ID, if applicable
LRSM ID
NS03
Crash Reduction Factor (CRF)*, if applicable
CRF
30%
Expected Life, if applicable.
Expected Life
20 years
Any other reference information, if applicable
Other Reference Information
Currently the CMF Clearinghouse has only one reference for pedestrian/vehicle collisions which indicates an increase in crash likelihood. However, a majority of references for all crash types show a decrease in collisions. See additional reference: FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

Profile 4

Hit Object and Overturned Vehicle Collisions at Intersections of Local Roads With Other Local Roads and State Highways

This profile focuses on hit object or overturned collisions at intersections (all unsignalized) at local roads with other local roads and State highways. During the study period, there were 41 collisions that fit this profile; collisions are displayed on Figures 15 and 16. Approximately 63 percent occurred at unsignalized intersections of two or more local roads; the remainder occurred at the intersections of local roads with State highways.

Countermeasures focus on slowing speeds, warning drivers that an intersection is coming up, and reducing conflict points.

Profile Statistics

10

KSI COLLISIONS FIT THIS PROFILE

12%

SHARE OF KSI COLLISIONS

Potential Countermeasures



Safety Committee

Goal

Apply for funding for improvements

Deliver and evaluate improvements

Monitor and evaluate collisions

Provide accountability

Members

Engineering

Sheriff

CHP

Public health

Schools

Development and Design Standards

Incorporate safety standards where appropriate

Provide direction as to when safety standards should be incorporated into projects

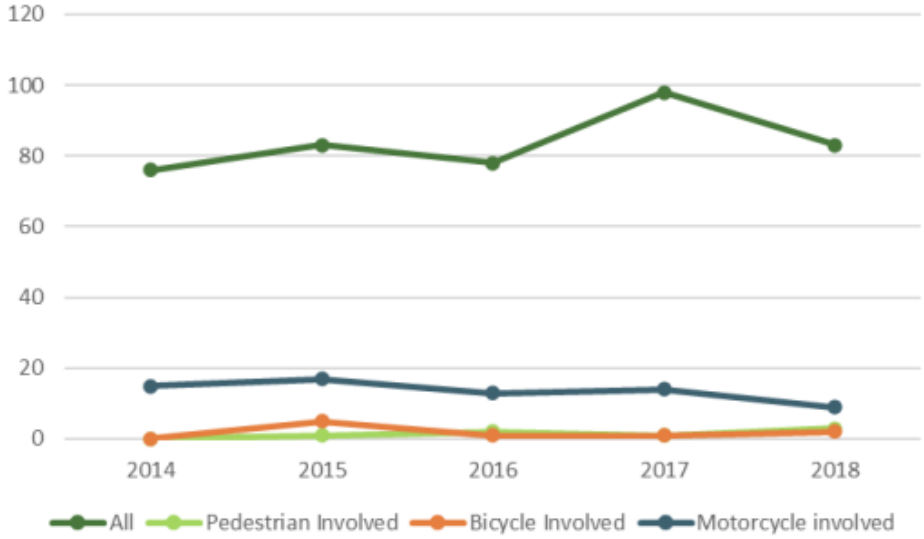


Thank you



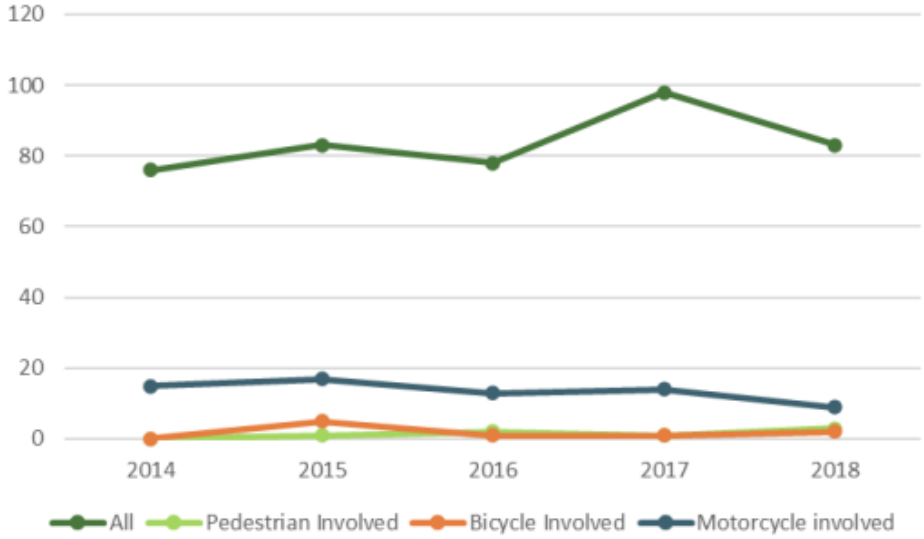
Backup slides

Injury Collisions by Year and Mode



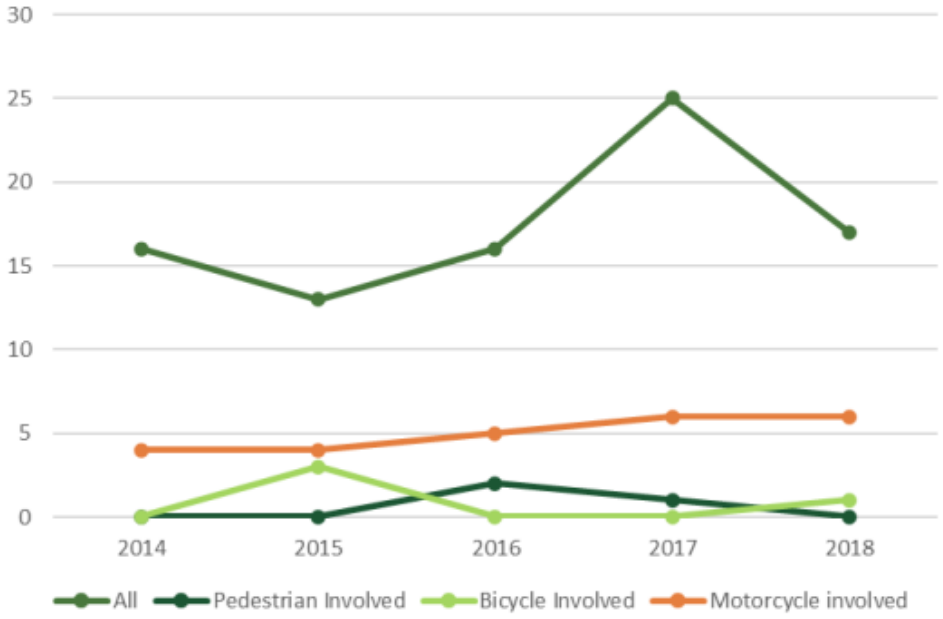
Year	All Injury Collisions	Pedestrian Involved	Bicycle Involved	Motorcycle involved
2014	76	0	0	15
2015	83	1	5	17
2016	78	2	1	13
2017	98	1	1	14
2018	83	3	2	9
Total	**418**	**7**	**9**	**68**

Injury Collisions by Year and Mode



Year	All Injury Collisions	Pedestrian Involved	Bicycle Involved	Motorcycle involved
2014	76	0	0	15
2015	83	1	5	17
2016	78	2	1	13
2017	98	1	1	14
2018	83	3	2	9
Total	**418**	**7**	**9**	**68**

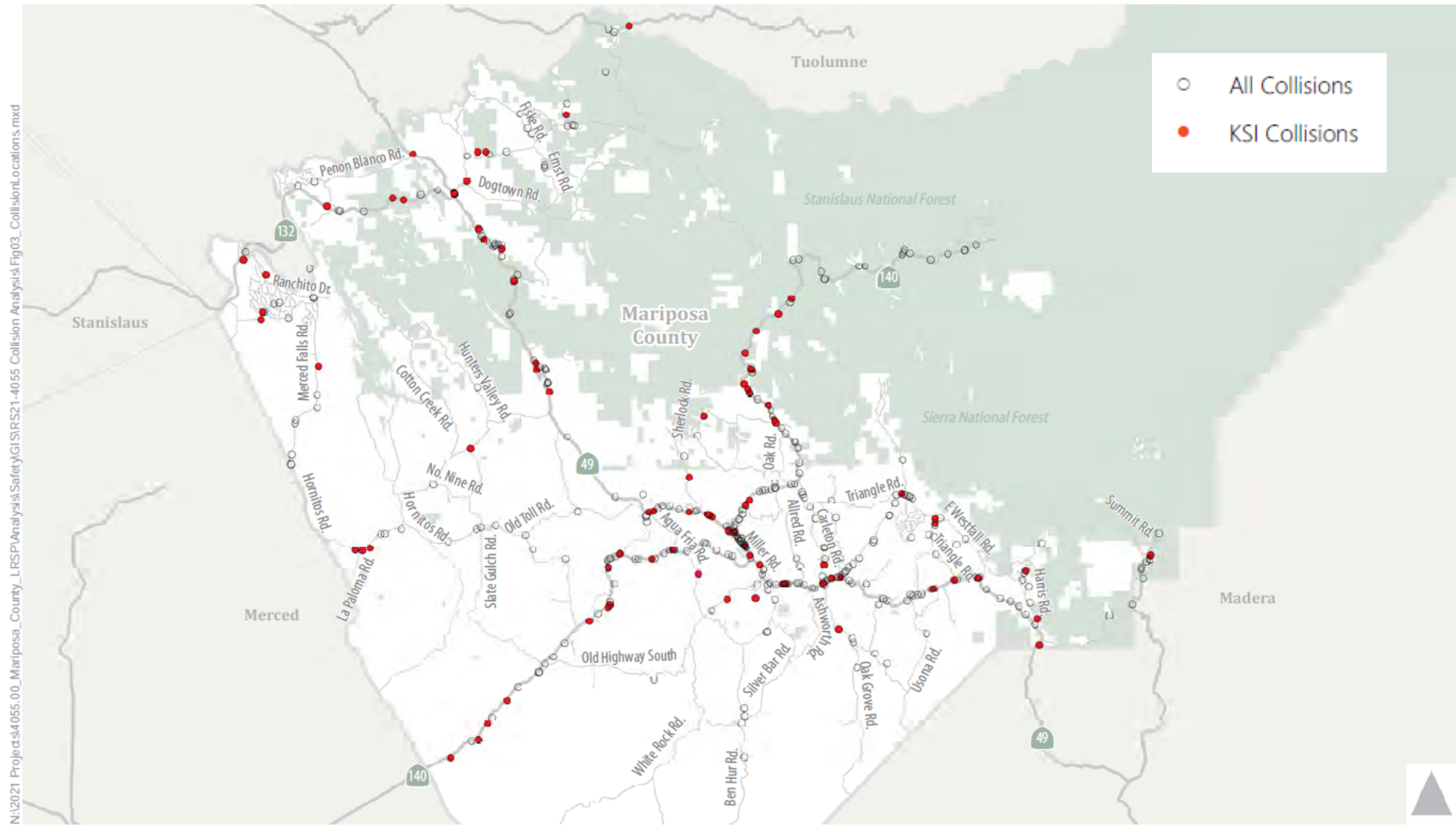
Killed and Serious Injury Collisions by Year and Mode



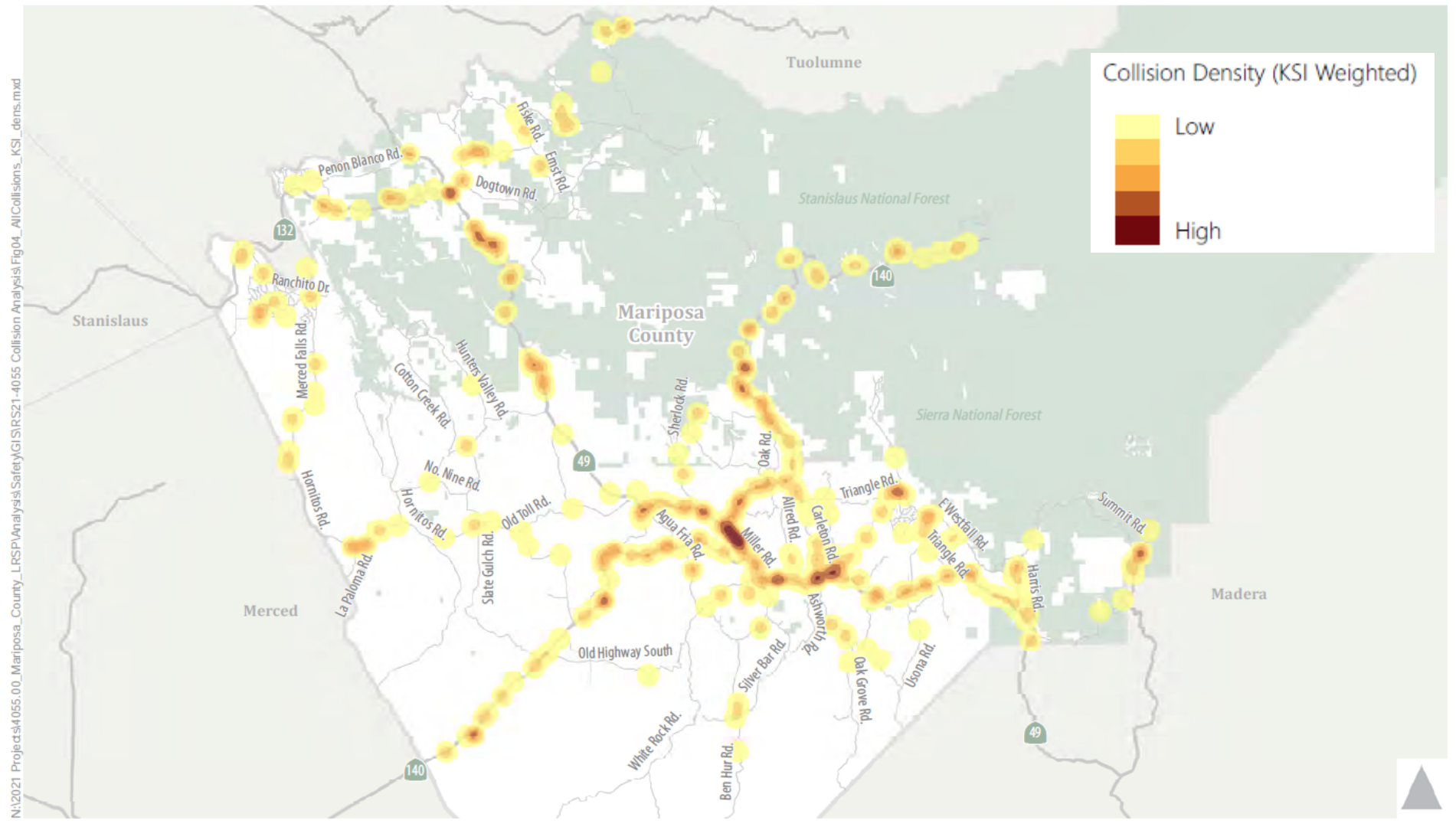
Year	All	Pedestrian Involved	Bicycle Involved	Motorcycle involved
2014	16	0	0	4
2015	13	0	3	4
2016	16	2	0	5
2017	25	1	0	6
2018	17	0	1	6
Total	**87**	**3**	**4**	**25**

Primary Collision Factor

Primary Collision Factor	All Collisions		KSI Collisions	
	Number	Share	Number	Share
Improper Turning	164	39.2%	30	34.5%
Unsafe Speed	106	25.4%	21	24.1%
Driving or Bicycling Under the Influence of Alcohol or Drug	58	13.9%	17	19.5%
Vehicle Right of Way Violation	29	6.9%	4	4.6%
Other Than Driver (or Pedestrian)[1]	21	5.0%	3	3.4%
Wrong Side of Road	18	4.3%	6	6.9%
Unknown	3	0.7%	1	1.1%
Other Hazardous Violation	3	0.7%	0	0.0%
Pedestrian Violation	3	0.7%	1	1.1%
Pedestrian Right of Way Violation	3	0.7%	1	1.1%
Traffic Signals and Signs	3	0.7%	1	1.1%
Unsafe Starting or Backing	2	0.5%	1	1.1%
Other Improper Driving	2	0.5%	0	0.0%
Unsafe Lane Change	2	0.5%	1	1.1%
Following Too Closely	1	0.2%	0	0.0%



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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Discussion and Possible Direction regarding Fire Responsibilities and Expectations of Health and Safety Fire Inspections Under the Current County Building Code

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RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction regarding Fire Responsibilities and Expectations of Health and Safety Fire Inspections Under the Current County Building Code.

Request direction from the Board of Supervisors to assist County Fire in meeting its Fire Marshal obligations as listed in Health and Safety Code 13145-13146.2,17921 (b), and California Fire Code 105.1.1-105.1.2. This is a required code that Mariposa County has also accepted under the Building Code 2022-ORD-1181 section 15.30.010. Although these requirements have been accepted as the Mariposa County Code, which requires general permits for business, the fire department has not been involved with the issuance and/or inspection requirements of General Operating permits. Mariposa County Environmental Health currently issues General Operating Permits for some businesses and restaurants and does perform inspections based on specific Environmental Health Department requirements. These inspections duplicate some but not all fire life safety inspection/requirement elements.

During the (May 2, 2023, Item #13970) board meeting in which the BOS considered fees for fire life safety inspection and plan reviews, County Fire Assistant Chief received direction to bring back options/recommendations for what type of inspection should be required. To accomplish this, more information is needed. I'm requesting directions about the following options:

Do nothing - do not perform inspections in accordance to Health and Safety Code 13145-13146.2, 17921 (b), and California Fire Code 105.1.1-105.1.2. This will require an adjustment to the current County Building Code as currently accepted/written.

Remain in compliance with Health and Safety Code 13145-13146.2, 17921 (b), and California Fire Code 105.1.1-105.1.2 as accepted by County Building Code and require Operating Permits for all businesses as defined in California Fire Code 105.1.1-105.1.2. This will require a multi-phased approach to obtaining General Operating Permits that will require fire life health and safety inspections

Option: These permits could be free for the first three years or as designated by the BOS after which they would be required to continue to operate a business. This can also be tied into the Tyler software system and tracked with Business Licenses.

Re-write County Building Code specific to Fire Life Safety with specific desires of the BOS that would outline those requirements to have or not have inspections and/or define the timeframe of inspections. This means removing acknowledgment of state health and safety code/fire code within the building code and re-writing a new county-specific code regarding if or how general operating permits would be required.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board adopted the current County Building Code under ordinance 1181 on December 22, 2022. California Fire Code Chapters 1-80 was also adopted as part of this ordinance. Chapter 1 of the California Fire Code specifically identifies requirements for operational and construction permits. As our County Fire Prevention Bureau continues to grow and establish itself, it has been discovered that Fire is currently not meeting its obligations under Health and Safety Code 13145-13146.2, 17921 (b), and California Fire Code 105.1.1-105.1.2 which requires these permits and inspections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Discussion and direction is needed to help County Fire figure out the most appropriate path towards compliance. County Fire will work to require permits for all businesses and specifically identify permits as currently adopted by the County Building Code.

FINANCIAL IMPACT

Staff time will be increased with the possibility of needing to add an inspector position if workload exceed capability of current staff levels.

ATTACHMENTS

1. **hs-healthsafetycode 13145_13146**
2. **HSC 17921**
3. **Required Permits (2)**
4. **Section II chapter 15 ordinace 1181**
5. **Occupancy types_cont**
6. **Occupancy types**

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

Health & Safety Code

13145. The State Fire Marshal, the chief of any city or county fire department or district providing fire protection services, and their authorized representatives, shall enforce in their respective areas building standards relating to fire and panic **safety** adopted by the State Fire Marshal and published in the State Building Standards **Code** and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic.

13146. The responsibility for enforcement of building standards adopted by the State Fire Marshal and published in the California Building Standards **Code** relating to fire and panic **safety** and other regulations of the State Fire Marshal shall be as follows:

(a) The city, county, or city and county with jurisdiction in the area affected by the standard or regulation shall delegate the enforcement of the building standards relating to fire and panic **safety** and other regulations of the State Fire Marshal as they relate to R-3 dwellings, as described in Section 1201 of Part 2 of the California Building Standards **Code**, to either of the following:

(1) The chief of the fire authority of the city, county, or city and county, or his or her authorized representative.

(2) The chief building official of the city, county, or city and county, or his or her authorized representative.

(b) The chief of any city or county fire department or of any fire protection district, and their authorized representatives, shall enforce within its jurisdiction the building standards and other regulations of the State Fire Marshal, except those described in subdivision (a) or (d).

(c) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in areas outside of corporate cities and districts providing fire protection services.

(d) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in corporate cities and districts providing fire protection services upon request of the chief fire official or the governing body.

(e) Any fee charged pursuant to the enforcement authority of this section shall not exceed the estimated reasonable cost of providing the service for which the fee is charged, pursuant to Section 66014 of the Government **Code**.

13146.1. (a) Notwithstanding the provisions of Section 13146, the State Fire Marshal, or the State Fire Marshal's authorized representative, shall inspect every jail or place of detention for persons charged with or convicted of a crime, unless the chief of any city or county fire department or fire protection district, or that chief's authorized representative, indicates in writing to the State Fire Marshal that inspections of jails or places of detention, therein, shall be conducted by the chief, or the chief's authorized representative and submits the reports as required in subdivision (c).

(b) The inspections shall be made at least once every two years for the purpose of enforcing the regulations adopted by the State

Fire Marshal, pursuant to Section 13143, and the minimum standards pertaining to fire and life **safety** adopted by the Board of Corrections, pursuant to Section 6030 of the Penal **Code.**

(c) Reports of the inspections shall be submitted to the official in charge of the facility, the local governing body, the State Fire Marshal, and the Board of Corrections within 30 days of the inspections.

(d) The State Fire Marshal, or his or her authorized representative, who performs an inspection pursuant to subdivision (a) may charge and collect a fee for the inspection from the local government. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life **safety** activities.

13146.2. (a) Every city or county fire department or district providing fire protection services required by Sections **13145** and 13146 to enforce building standards adopted by the State Fire Marshal and other regulations of the State Fire Marshal shall, annually, inspect all structures subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal.

(b) A city, county, or district that inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or district, sufficient to pay the costs of that inspection. A city, county, or district that provides related fire and life **safety** activities may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or district, sufficient to pay the costs of that inspection.

(c) The State Fire Marshal, or his or her authorized representative, who inspects a structure subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal, may charge and collect a fee for the inspection from the owner of the structure. The State Fire Marshal may also charge and collect a fee from the owner of the structure for related fire and life **safety** activities, such as plan review, construction consulting, fire watch, and investigation. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life **safety** activities.

13146.3. The chief of any city or county fire department or district providing fire protection services and his or her authorized representatives shall inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing regulations promulgated pursuant to Section 13143, not less than once each year. The State Fire Marshal and his or her authorized representatives shall make these inspections not less than once each year in areas outside of corporate cities and districts providing fire protection services.

13146.5. The provisions of Sections **13145**, 13146 and 13146.3 shall, so far as practicable, be carried out at the local level by persons who are regular full-time members of a regularly organized fire department of a city, county, or district providing fire protection services, and shall not be carried out by other persons pursuant to Section 34004 of the Government **Code.**

Government Code

34004. Where any duty is imposed upon a municipal officer by any law of this State or any rule or regulation adopted under the authority of any such law the governing body of a city may, by ordinance, impose such duty or a portion thereof upon such other officer of such city as is charged under the charter of that city, or by applicable general law with the performance of duties of the same character in that city. A copy of any such ordinance as adopted shall be filed with the state officer or agency which has charge of the matter to which such duty pertains.

California Code, Health and Safety Code - HSC § 17921

Current as of January 01, 2023 | Updated by FindLaw Staff

(a) Except as provided in subdivision (b), the department shall propose the adoption, amendment, or repeal of building standards to the California Building Standards Commission pursuant to the provisions of Chapter 4 (commencing with Section 18935) of Part 2.5, and the department shall adopt, amend, and repeal other rules and regulations for the protection of the public health, safety, and general welfare of the occupant and the public governing the erection, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court, area, sanitation, ventilation and maintenance of all hotels, motels, lodging houses, apartment houses, and dwellings, and buildings and structures accessory thereto. Except as otherwise provided in this part, the department shall enforce those building standards and those other rules and regulations. The other rules and regulations adopted by the department may include a schedule of fees to pay the cost of enforcement by the department under Sections 17952 and 17965.

(b) The State Fire Marshal shall adopt, amend, or repeal and submit building standards for approval pursuant to the provisions of Chapter 4 (commencing with Section 18935) of Part 2.5, and the State Fire Marshal shall adopt, amend, and repeal other rules and regulations for fire and panic safety in all hotels, motels, lodging houses, apartment houses and dwellings, buildings, and structures accessory thereto. These building standards and regulations shall be enforced pursuant to Sections 13145 and 13146; however, this section is not intended to require an inspection by a local fire agency of each single-family dwelling prior to its occupancy.

State Fire Marshals Office Inspections:

E-Occupancy Inspections:

Inspection Frequency:

Health and Safety Code, §13146.3

The chief of any city or county fire department or district providing fire protection services and his or her authorized representatives shall inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing regulations promulgated pursuant to Section 13143, not less than once each year. The State Fire Marshal and his or her authorized representatives shall make these inspections not less than once each year in areas outside of corporate cities and districts providing fire protection services.

I-Occupancy Inspections:

Inspection Frequency

Health and Safety Code, §13146.1

(a) Notwithstanding the provisions of Section 13146, the State Fire Marshal, or the State Fire Marshal's authorized representative, shall inspect every jail or place of detention for persons charged with or convicted of a crime, unless the chief of any city or county fire department or fire protection district, or that chief's authorized representative, indicates in writing to the State Fire Marshal that inspections of jails or places of detention, therein, shall be conducted by the chief, or the chief's authorized representative and submits the reports as required in subdivision (c).

(b) The inspections shall be made at least once every two years for the purpose of enforcing the regulations adopted by the State Fire Marshal, pursuant to Section 13143, and the minimum standards pertaining to fire and life safety adopted by the Board of Corrections, pursuant to Section 6030 of the Penal Code.

(c) Reports of the inspections shall be submitted to the official in charge of the facility, the local

governing body, the State Fire Marshal, and the Board of Corrections within 30 days of the inspections. Fire Marshal Responsibility per California State Law March, 2011

(d) The State Fire Marshal, or his or her authorized representative, who performs an inspection pursuant to subdivision (a) may charge and collect a fee for the inspection from the local government.

Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities

R-1, R-2, R-2.1, R-4-Inspections:

Inspection Frequency:

Health and Safety Code, §13146.2

(a) Every city or county fire department or district providing fire protection services required by Sections 13145 and 13146 to enforce building standards adopted by the State Fire Marshal and other regulations of the State Fire Marshal shall, annually, inspect all structures subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal.

(b) A city, county, or district that inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or district, sufficient to pay the costs of that inspection. A city, county, or district that provides related fire and life safety activities may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or district, sufficient to pay the costs of that inspection. Fire Marshal Responsibility per California State Law March, 2011

(c) The State Fire Marshal, or his or her authorized representative, who inspects a structure subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal, may charge and collect a fee for the inspection from the owner of the structure. The State Fire Marshal may also charge and collect a fee from the owner of the structure for related fire and life safety activities, such as plan review, construction consulting, fire watch, and investigation. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities.

General Permit Requirements

105.1.1 Permits required: A property owner or owner's authorized agent who intends to conduct an operation or business or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make application to the fire code official and obtain the required permit.

105.1.2 Types of permits: There shall be two types of permits as follows:

1. Operational permit. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.5 for either:
    a. A prescribed period. 1.1
    b. Until renewed or revoked. 1.2
2. Construction permit. A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.6.

105.5 Required operational permits: The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.2 through 105.5.52.

1.11.6 Certificate of Occupancy: A Certificate of Occupancy shall be issued as specified in Title 24, Part 2, California Building Code, Section 111.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Section 105.2 of the California Building Code.

Operational Permits:

105.5.3 Amusement buildings: An operational permit is required to operate a special amusement building.

105.5.4 Aviation facilities: An operational permit is required to use a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles. Additional permits required by other sections of this code include, but are not limited to, hot work, hazardous materials and flammable or combustible finishes.

105.5.5 Carnivals and fairs: An operational permit is required to conduct a carnival or fair.

105.5.8 Combustible fibers: An operational permit is required for the storage and handling of combustible fibers in quantities greater than 100 cubic feet (2.8 m3). Exception: A permit is not required for agricultural storage.

105.5.9 Compressed gases: An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.5.9.

105.5.10 Covered and open mall buildings: An operational permit is required for:

1. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall.
2. The display of liquid- or gas-fired equipment in the mall. 3. The use of open-flame or flame-producing equipment in the mall.

105.5.12 Cutting and welding: An operational permit is required to conduct cutting or welding operations within the jurisdiction.

105.5.14 Energy storage systems: An operational permit is required for stationary and mobile energy storage systems regulated by Section 1207.

105.5.15 Exhibits and trade shows: An operational permit is required to operate exhibits and trade shows.

105.5.16 Explosives: An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56. See Health and Safety Code Division 11, Part 1, Sections 12000, et seq. for additional requirements. Exception: Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606.

105.5.17 Fire hydrants and valves: An operational permit is required to use or operate fire hydrants or valves intended for fire suppression purposes that are installed on water systems and provided with ready access from a fire apparatus access road that is open to or generally used by the public. Exception: A permit is not required for authorized employees of the water company that supplies the system or the fire department to use or operate fire hydrants or valves.

105.5.18 Flammable and combustible liquids: An operational permit is required:

105.5.19 Floor finishing: An operational permit is required for floor finishing or surfacing operations exceeding 350 square feet (33 m2) using Class I or Class II liquids.

105.5.22 Hazardous materials: An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.5.22.

105.5.25 Hot work operations: An operational permit is required for hot work including, but not limited to:

1. Public exhibitions and demonstrations where hot work is conducted.
2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit.
3. Fixed-site hot work equipment, such as welding booths.
4. Hot work conducted within a wildfire risk area.
5. Application of roof coverings with the use of an open-flame device.
6. Where approved, the fire code official shall issue a permit to carry out a hot work program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements

found in Chapter 35. These permits shall be issued only to their employees or hot work operations under their supervision.

105.5.26 Industrial ovens: An operational permit is required for operation of industrial ovens regulated by Chapter 30.

105.5.27 Lumber yards and woodworking plants: An operational permit is required for the storage or processing of lumber exceeding 100,000 board feet (8,333 ft3) (236 m3).

105.5.28 Liquid- or gas-fueled vehicles or equipment in assembly buildings: An operational permit is required to display, operate or demonstrate liquid- or gas-fueled vehicles or equipment in assembly buildings.

105.5.29 LP-gas: An operational permit is required for:

1. Storage and use of LP-gas.

105.5.33 Motor fuel-dispensing facilities: An operational permit is required for the operation of automotive, marine and fleet motor fuel-dispensing facilities.

105.5.34 Open burning: An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with. Exception: Recreational fires.

105.5.35 Open flames and torches: An operational permit is required to remove paint with a torch, or to use a torch or open-flame device in a wildfire risk area.

105.5.36 Open flames and candles: An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.

105.5.38 Outdoor assembly event: An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 1,000 persons.

105.5.39 Places of assembly: An operational permit is required to operate a place of assembly.

105.5.41 Private fire hydrants: An operational permit is required for the removal from service, use or operation of private fire hydrants. Exception: A permit is not

required for private industry with trained maintenance personnel, private fire brigade or fire departments to maintain, test and use private hydrants.

105.5.42 Pyrotechnic special effects material: An operational permit is required for use and handling of pyrotechnic special effects material. See Health and Safety Code Division 11, Part 2, Sections 12500, et seq. for additional requirements.

105.5.45 Repair garages and motor fuel-dispensing facilities: An operational permit is required for operation of repair garages.

105.5.47 Spraying or dipping: An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.

105.5.48 Storage of scrap tires and tire byproducts: An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71 m3) of total volume of scrap tires, and for indoor storage of tires and tire byproducts.

105.5.49 Temporary membrane structures and tents: An operational permit is required to operate an airsupported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet (37 m2). Exceptions:

1. Tents used exclusively for recreational camping purposes.

2. Tents open on all sides, which comply with all of the following:

2.1. Individual tents having a maximum size of 700 square feet (65m2.)

2.2. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m2) total.

2.3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.

105.5.51 Waste handling: An operational permit is required for the operation of wrecking yards, junk yards and waste material-handling facilities.

105.5.52 Wood products: An operational permit is required to store chips, hogged material, lumber or plywood in excess of 200 cubic feet (6 m3).

105.5.54 Additional permits: In addition to the permits required by Section 105.6, the following permits shall be obtained from the Bureau of Fire Prevention prior to engaging in the following activities, operations, practices or functions:

1. Production facilities. To change use or occupancy, or allow the attendance of a live audience, or for wrap parties.

2. Pyrotechnics and special effects. To use pyrotechnic special effects, open flame, use of flammable or combustible liquids and gases, welding and the parking of motor vehicles in any building or location used for the purpose of motion picture, television and commercial production.

3. Live audiences. To install seating arrangements for live audiences in approved production facilities, production studios and sound stages. See Chapter 48.

Construction Permits:

105.6.1 Automatic fire-extinguishing systems: A construction permit is required for installation of or modification to an automatic fire-extinguishing system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.6.2 Compressed gases: Where the compressed gases in use or storage exceed the amounts listed in Table 105.5.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system. Exceptions:

1. Routine maintenance.

2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

105.6.3 Cryogenic fluids: A construction permit is required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.5.11. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a construction permit.

105.6.4 Emergency responder communication coverage system: A construction permit is required for installation of or modification to in-building, two-way emergency responder communication coverage systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.6.5 Energy storage systems: A construction permit is required to install energy storage systems regulated by Section 1207.

105.6.6 Fire alarm and detection systems and related equipment: A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this

code is not considered to be a modification and does not require a construction permit.

105.6.7 Fire pumps and related equipment: A construction permit is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.6.8 Flammable and combustible liquids: A construction permit is required:

1. To install, repair or modify a pipeline for the transportation of flammable or combustible liquids.

2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.

3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.

105.6.9 Fuel cell power systems: A construction permit is required to install stationary fuel cell power systems.

105.6.10 Gas detection systems: A construction permit is required for the installation of or modification to gas detection systems. Maintenance performed in accordance with this code is not considered a modification and shall not require a permit.

105.6.11 Gates and barricades across fire apparatus access roads: A construction permit is required for the installation of or modification to a gate or barricade across a fire apparatus access road.

105.6.12 Hazardous materials: A construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.5.22. Exceptions:

1. Routine maintenance.

2. For repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

105.6.13 High-piled combustible storage: A construction permit is required for the installation of or modification to a structure with more than 500 square feet (46 m2), including aisles, of high-piled combustible storage. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

105.6.14 Industrial ovens: A construction permit is required for installation of industrial ovens regulated by Chapter 30. Exceptions:

1. Routine maintenance.
2. For repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

105.6.15 LP-gas: A construction permit is required for installation of or modification to an LP-gas system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.6.16 Motor vehicle repair rooms and booths: A construction permit is required to install or modify a motor vehicle repair room or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.6.17 Plant extraction systems: A construction permit is required for installation of or modification to plant extraction systems. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.6.18 Private fire hydrants: A construction permit is required for the installation or modification of private fire hydrants. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.6.19 Smoke control or smoke exhaust systems: Construction permits are required for installation of or alteration to smoke control or smoke exhaust systems. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a permit.

105.6.20 Solar photovoltaic power systems: A construction permit is required to install or modify solar photovoltaic power systems. Maintenance performed in

accordance with this code is not considered to be a modification and does not require a permit.

105.6.21 Special event structure: A single construction permit is required to erect and take down a temporary special event structure.

105.6.22 Spraying or dipping: A construction permit is required to install or modify a spray room, dip tank or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.6.23 Standpipe systems: A construction permit is required for the installation, modification or removal from service of a standpipe system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

105.6.24 Temporary membrane structures and tents: A construction permit is required to erect an airsupported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet (37 m2).

Exceptions:

1. Tents used exclusively for recreational camping purposes.

2. Funeral tents and curtains, or extensions attached thereto, when used for funeral services.

3. Tents and awnings open on all sides, which comply with all of the following:

3.1. Individual tents shall have a maximum size of 700 square feet (65 m2).

3.2. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m2) total.

3.3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be maintained.

SECTION II: Chapter 15.30 of the Mariposa County Code is hereby amended to read as follows:

15.30.010 Adoption of Fire Code

A. Except as hereafter changed or modified, the California Fire Code, 2022 Edition, Chapter 1 –80 as adopted by the State Fire Marshal Title 19 and Title 24, Appendixes "D" Fire Apparatus Access Roads, "F" Hazard Ranking, "G" Cryogenic Fluids – Weight and Volume Equivalents, "H" – Hazardous Materials Data Plan, and "I" Fire Protection Systems – Noncompliant Conditions, is adopted by reference and incorporated in this Chapter as if fully set forth herein, and shall be referred to as the Fire Code of the County.

a. Chapter 1, Division I and II, adopted in its entirety with the exception of Section 111 MEANS OF APPEALS.

b. Chapters 2-4, adopt entire chapters.

c. Chapter 26 adopt entire chapters.

B. NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting, 2022 Edition, and shall be the preferred methodology.

G: Industrial Buildings	G1	Low hazard industries	3
	G2	Moderate hazard industries	3
H: Storage Buildings	H1	Low fire risk storage	3
	H2	Moderate fire risk storage	3
I: Assembly	I1	Large assembly with fixed seats	1
	I2	Small assembly with fixed seats	1
	I3	Large assembly without fixed seats	1
	I4	Small assembly without fixed seats	1
	I5	Sports facilities	1
J: Hazardous Building	J1	Explosion hazard building	4
	J2	Chemical hazard building	4
	J3	Biological hazard building	4
	J4	Radiation hazard building	4

ICC INTERNATIONAL CODE COUNCIL

Table 3.1.1 /Continued

Occupancy Type	Subdivision	Nature of Use or Occupancy	Fire Index*
K: Garage	K1	Parking garage	2
	K2	Private garage	1
	K3	Repair garage	3
L: Utility	L	Utility	2
M: Miscellaneous	M1	Special structures	2
	M2	Fences, tanks and towers	1

Occupancy Type	Subdivision	Nature of Use or Occupancy	Fire Index*
A: Residential	A1	Single family dwelling	1
	A2	Two families dwelling	1
	A3	Flats or apartments	1
	A4	Mess, boarding houses, dormitories and hostels	1
	A5	Hotels and lodging houses	1
B: Educational Facilities	B1	Educational facilities up to higher secondary levels	1
	B2	Facilities for training and above higher secondary education	1
	B3	Pre-school facilities	1

ICC INTERNATIONAL CODE COUNCIL®

Table 3.1.1 /Continued

Occupancy Type	Subdivision	Nature of Use or Occupancy	Fire Index*
C: Institution for Care	C1	Institution for care of children	1
	C2	Custodial institution for physically capable adults	1
	C3	Custodial institution for the incapable adults	1
	C4	Penal and mental institutions for children	1
	C5	Penal and mental institutions for adults	1
D: Healthcare Facilities	D1	Normal medical facilities	2
	D2	Emergency medical facilities	2
E: Business	E1	Offices	2
	E2	Research and testing laboratories	2
	E3	Essential services	2
F: Mercantile	F1	Small shops and market	2
	F2	Large shops and market	2
	F3	Refueling station	2

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-641

MEETING:	December 5, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve the Allocation of an Additional Accountant I/II Position in the Auditor Department Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of an Additional Accountant I/II Position in the Auditor Department Effective Immediately

An accountant in the auditor's office has been on extended leave since February 2023. It is not known if or when this employee might return. In the meantime, the absence of the employee has had a significant negative impact on the ability of the auditor's office to perform all of its essential functions.

This item intends to temporarily increase the accountant I/II allocations in the auditor's office, providing the needed staff support while also allowing the situation with the employee on leave to be resolved separately. Increasing full-time allocations gives the best opportunity to recruit and hire a quality candidate. If the incumbent employee returns to the office, the additional help will benefit the office as they try to catch up with a backlog of financial reporting that needs to be completed. The incumbent employee's allocation will be removed upon separation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has granted this request as needed in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The auditor's office will attempt to address the staff shortage with an increase in the use of consultants. The cost of this option likely exceeds that of the proposal.

Direct staff to move forward with an overfill instead of increasing allocations. This option ensures the total number of allocations isn't increased over time, but also requires a prospective new hire to sign an agreement allowing them to be terminated if the incumbent employee returns to the office. This situation makes it less likely that the best qualified candidates will apply for the position.

FINANCIAL IMPACT

There would be no impact on the current budget. The auditor has funds allocated to the position that have been saved while the incumbent employee has been absent. With recruitment time, there would be adequate funds to support both positions if the incumbent employee were to return to the office.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Allocation of an Administrative Analyst I/II Position in County Counsel's Office Effective December 1, 2023, with an Expected Salary at the Administrative Analyst II Step 4 level ($83,566.08); Remove the Legal Secretary I/II Allocation from County Counsel's Office; Approve Updated Job Descriptions for the Legal Executive Assistant and Administrative Analyst I/II

RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of an Administrative Analyst I/II Position in County Counsel's Office Effective December 1, 2023, with an Expected Salary at the Administrative Analyst II Step 4 level ($83,566.08); Remove the Legal Secretary I/II Allocation from County Counsel's Office; and Approve Updated Job Descriptions for the Legal Executive Assistant and Administrative Analyst I/II

In February 2020, all of the County's risk management programs (except worker's compensation) were transferred from the human resources department to county counsel's office. This organizational change introduced new work tasks for county counsel staff. While a study of the positions in place found that all of the additional tasks could be performed without reclassification, county counsel remained concerned that the existing classifications did not accurately communicate the work that was being performed to county staff or prospective future candidates for the position. For example, county counsel staff reported that other departments were less willing to cooperate with countywide risk and safety efforts because they were being implemented by county counsel staff and not by anyone with a risk- or safety-related job title.

In order to address the concerns that have been raised, and ensure effective risk and safety programs in the County, staff is proposing the addition of an administrative analyst I/II allocation in the county counsel's office. This position would be titled a risk management analyst. The analyst classification is well suited to the risk management tasks and the working job title should resolve concerns about communicating what the position is to the rest of the county staff. At the same time, this action would also focus this position on risk management tasks and not on legal tasks, which will be concentrated in the legal executive assistant position. Both the risk management analyst and legal executive assistant would report directly to county counsel and both job descriptions have proposed updated to clarify the risk management duties included in each. The legal secretary I/II allocation would no longer be necessary and is proposed to be unallocated.

If approved by the Board, county counsel has indicated that the incumbent legal executive assistant would move into the risk management analyst position. Although the incumbent is currently a confidential employee and not represented by a union, all other staff are entitled to step and pay that

is at least 5% above their current salary for any promotion or reclassification. The incumbent's current annual salary is $78,091.52. Honoring the past practice in this situation would mean the incumbent employee would become an administrative analyst II step 4 with an annual salary of $83,566.08. Likewise, the incumbent legal secretary I/II would move into the legal executive assistant position with a salary moving from $48,530.56 to $64,247.04 per year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In February of 2020, all of the County's risk management programs (except worker's compensation) were transferred from the human resources department to the county counsel's office. County counsel's office has dramatically improved these services, expanding the scope from primarily claims and insurance to include trainings, ergonomic studies and implementations, a comprehensive safety and loss prevention program, and other risk prevention measures. These new work tasks for county counsel staff led to a series of requests to review and potentially reclassify these positions. Four HR directors, including two interim HR directors, reviewed these requests and determined that a reclassification was not necessary.

One of the requests to review and possibly reclassify the positions in county counsel's office came in mid-2022. Because there were persistent concerns that these staff were performing work outside of their classifications, the HR team agreed to hire a consultant (Wendi Brown Creative Partners) to review the request. The same positions in the district attorney's office were also included to ensure fair treatment for all staff in the affected classifications. This review was delayed considerably due to consultant workload issues, but was finally completed in April 2023. The study found that the legal executive assistant "incumbents are properly classified and we do not recommend reclassification."

The study's conclusions were based on the finding that, while the legal executive assistant performed "a variety of specialized and technical duties using highly responsible, independent decision-making," the nature of the risk management work is largely clerical and within the scope of the existing legal executive assistant classification. County counsel disagreed with this finding and, citing the challenges with cooperation faced across the County, proposed the creation of a risk management analyst position similar to what is proposed here.

After review, the HR director and county administrative officer agreed that the administrative analyst I/II classification was similar to the legal executive assistant and could resolve county counsel's residual concerns. With the division of duties leaving one staff responsible for all legal tasks, as was the case prior to the transfer of risk management duties, retaining the legal executive assistant position and removing the legal secretary I/II position would be appropriate.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The existing classifications will be used to perform the required legal and risk management tasks. Concerns about cooperation across the County, transparency in the position, and appropriate job titles will remain.

Amend and approve. As these staff are confidential and not strictly tied to a labor union agreement, the administrative analyst I/II position could be hired at step 3 with an annual salary of $79,593.28. The annual savings for this action would be approximately $4,000. Other amendments could be proposed.

Ask for more information. Staff could be requested to provide more information and return at a future meeting to further discuss the proposal.

FINANCIAL IMPACT

The net financial impact of this action is $21,191.04 annually or $1,765.92 per month. The full impact of these changes may not be realized in the current or subsequent fiscal years. We're already five months into the current fiscal year, which mitigates impacts in Fiscal Year 2023-2024 (FY24). The incumbent legal executive assistant hopes to retire in 2025, which could create salary savings during the recruitment period. The full impact of the changes would first be realized in Fiscal Year 2024-2025 (FY25) or 2025-2026 (FY26), depending on if and when retirement is possible for the incumbent staff.

ATTACHMENTS

1. **Legal Executive Assistant-Confidential proposed job description**
2. **Administrative Analyst I-II_proposed job description**

County of Mariposa

LEGAL EXECUTIVE ASSISTANT
(Confidential)

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 and budgetary support; to perform a variety of routine-to-moderately complex technical duties of a legal department at the paralegal level, and oversee routine assignments. To ensure effective and efficient daily operations and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERISTICS

Legal Executive Assistant is the highest level administrative support classification in a County legal department. The class reports directly to a department head attorney and is expected to become knowledgeable of and perform some of the moderately complex department-specific technical legal functions. Some other 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 Legal Executive Assistant, on the other hand, entails the more complex and highly responsible work at a higher difficulty level at the paralegal level.

Legal Executive Assistant differs from Executive Assistant in that the former is assigned to a legal office, reports to an attorney department head, and requires technical work at a paralegal level. There is only one Executive Assistant or Legal Executive Assistant in a department and none can be located in an organizational level below a department.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an attorney 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 legal and clerical support to an attorney 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.

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.

Follows up on all legal documents and appearances required for each department-specific assignment.

Prepares ordinances and resolutions for the assigned department and/or for a variety of departments, and drafts contracts 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.

Maintains and updates the department's research resources such as a law library and/or all practice and procedure books.

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.

May perform and/or assist with ergonomics program, audits, safety reports, claims processing, and/or other risk management program duties.

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, legal notices, grand jury responses, 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.

Monitors and reviews ordinances and updates to County Code; prepares and/or assists departments in the preparation of ordinances, updates to the County Code, and Board agenda reports/ resolutions.

Prepares confidential attorney/client, grand jury, or other similar documents.

Assists in highly 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.

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

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

Legal principles and practices expected of a paralegal.

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

Legal terminology, 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.

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.

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 audiovisual 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 legal secretarial experience, three years of which must be at an executive secretarial level or as a paralegal preparing a variety of complex legal documents.

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 allinclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 01/16 (B/S Res. 11-23,)

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 County Counsel / Risk Management department, this position under general supervision will perform a variety of technical and professional activities in the development, administration, and maintenance of County risk management programs.

The incumbent will provide integrated loss prevention and control services for the County's operational risks, carried out through programs such as occupational safety and health, property and liability claims administration, the purchase of insurance and management of self-insurance programs, and risk assessment and consulting services for County departments.

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 allinclusive. 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 2023-642

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the County Purchasing Policy

RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the County Purchasing Policy.

This proposed amendment addresses three substantive issues. First, it amends the purchasing thresholds and change order authority for certain Public Works projects to comply with Public Contracting Code Sections 20131, 20142, and 20394. Second, it clarifies the informal purchasing authority for construction contracts with a not-to-exceed total cost of $200,000. Finally, it adds safety equipment (not including equipment required for first responders) to the list of special commodities requiring approval from risk management for purchase. These actions update County procedures to be more efficient and effective. Staff recommends approval of this item.

The current purchasing policy allows public work construction or repair projects valued at or below $6,500 to be contracted without a formal bid process. Pursuant to Public Contracting Code Section 20394, the proposed amendment clarifies that road construction or repair projects may be contracted without a formal bid process when the project value is up to $25,000. Likewise, the dollar amount permitted for change orders is amended pursuant to Public Contracting Code Section 20142, which specifies a limit of $5,000 for contracts up to $50,000 in value; 10% for contracts from $50,000 - $250,000; or $25,000 plus 5% of the original contract amount for costs above $250,000, not to exceed $210,000.

Informal construction contracts may be entered through a verbal commitment or a sales quote. These contracts are followed by formal legal agreements approved by the Board of Supervisors. The proposed amendments include authorization for the county administrative officer, as the County's purchasing agent, and/or the public works director to enter informal construction contracts up to $200,000 and execute the formal agreements later approved by the Board of Supervisors. This will allow the County and its contractors to move more quickly, particularly during local emergencies, while continuing to maintain Board oversight of budgets and operations.

Finally, not all equipment that advertises itself as safety equipment is valid for meeting the safety objectives laid out by the risk management division of the county counsel's office. Requiring staff to get approval from risk management prior to purchasing safety equipment ensures we are buying equipment that is safe, that we are taking advantage of bulk purchasing, and that funds that may be leveraged for risk management purposes are used effectively. This provision does not include bullet-proof vests, self-contained breathing apparatuses, or any other equipment required by first responders

to ensure the safety of our community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In August 2022, the Board approved a significant update to the County's purchasing policy. This item is a further update and clarification of that policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The County's purchasing policy will continue to conflict state code, initiating construction projects may not be as responsive as desired, and some safety equipment purchases may not align with County safety objectives.

Amend and approve. Changes to what is proposed could be made prior to approval.

Request information. Staff could be requested to bring the proposal back at a future meeting with more information for the Board. Staff will need direction on what information is desired.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **Mariposa County Purchasing Policy**

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

Mariposa County

Purchasing Policy – ~~August 16, 2022~~October 2023

A. PURPOSE

This policy articulates the authority of County officers and employees (collectively, "employees") in the procurement process. It establishes the County's principles, procedures, and ethical standards for procurement that all employees must follow to effectively and efficiently procure goods and services.

B. APPLICABILITY

This policy is applicable to all County employees involved in the procurement process. The procurement process includes:

1. The conducting of, or participation in, an informal or formal competitive solicitation process where required by this policy
2. The negotiation, contracting and/or purchasing of goods, supplies and/or services
3. The use of a County purchasing card ("Cal card"), travel card/program or fuel card
4. The development or approval of specifications and standards to be used for procuring goods, supplies and/or services
5. The preparing or approving of sole-source or single-source justifications
6. The identification and auction, sale or other disposal of surplus County property
7. The negotiation, contracting, and approval of rents or leases for personal property
8. The negotiation, contracting, and approval of purchasing, renting or leasing real property

This policy shall be implemented in a manner consistent with all applicable Federal, State and local laws, regulations, ordinances and agreements. In the event an applicable Federal, State and/or local law, regulation, ordinance, or agreement (including, but not limited to, grant agreements) is more restrictive than this policy, the more restrictive provision shall be followed.

C. PRINCIPLES OF PROCUREMENT

The County Administrative Officer serves, ex-officio, as the purchasing agent for the County. Each County department head serves, ex-officio, as a assistant purchasing agent with respect to the services, supplies and equipment for his or her department as contained in the approved budget. The purchasing agent and assistant purchasing agents are collectively and individually directed to implement the following procurement principles in their departments and the County at large:

1. Ensure that County elected officials and authorized employees make sound purchasing decisions and have access to meaningful information about the procurement process to fulfill operational needs.
2. Ensure the County obtains quality goods and services at the best economic value using competitive solicitation processes where feasible.

3. Ensure that all purchases are made within the budgets approved by the Board of Supervisors.

4. Use data analytics and electronic commerce, when available, to make intelligent procurement decisions and efficiently administer procurement processes.

5. Collaboratively leverage the purchasing power of the entire organization to achieve economies of scale ("volume pricing") and/or enhance quality, selection and service associated with products and services.

6. Incorporate performance metrics, where possible, to measure the efficiency, effectiveness, equity and outcomes of procurement activity.

7. Practice sustainable purchasing through a preference for recyclable materials or materials that contain recycled post-consumer materials provided such products are sufficient in performance, reasonably available, and cost effective. To the extent feasible and practicable, efforts should be made to avoid unnecessary waste generation, extend product life and reusability, utilize double-sided printing, avoid excessive packaging, and encourage contractors to do the same.

D. CODE OF ETHICS FOR PROCUREMENT

Employees shall seek to inspire public confidence in the integrity of the County procurement process through open, honest and transparent actions, including:

1. Employees shall serve the interests of the County and no other person, preference, organization, or bias.

2. Employees shall discharge all duties impartially to ensure fair competitive access to procurement processes.

3. Employees shall not solicit, demand, accept or agree to accept a gratuity, offer of employment, or other personal advantage in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

4. County employees shall not participate directly or indirectly in a procurement when the employee becomes aware of the possibility that:

    a. The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;

    b. A business or organization in which the employee, or any member of the employee's immediate family (which includes spouse, siblings, parents and/or children), has a financial interest pertaining to the procurement; or

    c. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

    Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction and notify their immediate supervisor. County Counsel should be consulted for an opinion whenever there is an appearance of conflict.

5. County employees shall treat current and/or potential contractors, suppliers and vendors in a courteous and professional manner.

6. County employees involved in the decision to place County property of any kind in surplus status shall not purchase, or make an offer to purchase, the same property through sealed bid, auction, or any other manner. Nor shall they request that the purchase be made on their behalf by a member of the employee's immediate family, or by another person or persons.

E. PURCHASING AUTHORITY DELEGATED TO PURCHASING AGENTS

All authority to procure goods and services rests with the Board of Supervisors. Pursuant to section 25500 et seq. of California Government Code and section 3.08 of the Mariposa County Code, the County Administrative Officer has been established, ex-officio, as the purchasing agent for the County. Department heads have likewise been established, ex-officio, as assistant purchasing agents with responsibility for his or her specific department. In these roles, the purchasing agent and assistant purchasing agents are responsible for:

1. Procurement of goods, supplies, materials, equipment and contractual services required by the County;

2. Review and approval of rents and leases for goods, supplies, materials, equipment, and contractual services required by the County;

3. Lease of real property as required by the County, subject to approval by the Board of Supervisors where required by state law or County ordinance;

4. Sale, lease, storage, donation, or disposal of any personal property belonging to the County that is no longer required for public use;

5. Development, maintenance, dissemination and enforcement of County purchasing policies and procedures consistent with law and other resolutions and directions of the Board of Supervisors;

6. Performance of the aforementioned services on behalf of special districts, and/or other governmental units in the County, when requested to do so.

The Board of Supervisors delegates authority to make purchases (including, but not limited to, executing agreements subject to approval as to form by county counsel) up to the maximum amount specified in state law and cited below. Procurement activities in excess of the authority of the purchasing agent require approval from the Board of Supervisors.

	DELEGATED PROCUREMENT AUTHORITY		
Procurement Activity Type	**Authority**	**Purchasing Agent**	**Assistant Purchasing Agt**
Goods and Supplies	Govt. Code §25501	Within approved budget	Within approved budget
General Services	Govt. Code §25502.3	=< $60,000[A]	=< $20,000[A]
Special Services	Govt. Code §31000	=< $60,000[A]	=< $20,000[A]
Revenue Generating Contracts		=< $60,000	=< $20,000
Contracts: Time Extensions Only		Max Contract Term – 5 years	Max Contract Term – 5 years

Contracts: Non-cost changes[B]		No limit	No limit
Contracts: Assignments[C]		No limit	No limit
Contracts: Early termination[D]		=< $60,000	=< $20,000
Declared Emergency Maximum	Govt. Code §25502.7	=< $250,000	=< $100,000
Trade-In allowances	Govt. Code §25503	< $10,000	< $10,000
Sale of real property	Govt. Code §25526.5	=< $25,000	Purchasing agent only
Public works without bids	Pub. Con. Code § 20131, 20394	=< $6,500 =< $25,000 (Road Work)	=< $6,500 =< $25,000 (Road Work)
Public Works max amount of change orders	Pub. Con. Code § 20142	~~10%~~ $5,000 for contracts up to $~~25~~50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed ~~up to~~ $210,000	$5,000 for contracts up to $50,000; 10% for contracts from $50,000 - $250,000 -OR- $25,000 + 5% of original contract amount for cost above $250,000, not to exceed $210,000~~10% up to $25,000 -OR- $25,000 + 5% for cost above $250,000 up to $210,000~~
CUPCCAA Public Works Projects[E]	Pub. Con. Code § 22034	=< $200,000	=< $200,000

Note A – Maximum amount is the aggregate fiscal year amount committed to that contractor countywide.

Note B – Non-cost changes must be generally consistent with the original approved scope of the contract

Note C – Assignments are the transfer of a contract or purchase order from one vendor to another due to a merger, acquisition, or other similar reason

Note D – Contracts entered by the Board of Supervisors cannot be terminated unless the Board specifically delegates such authority.

Note E – CUPCCAA is the acronym for the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.)

The purchasing agent and assistant purchasing agents may authorize staff to process procurement of goods and services on behalf of their respective department(s). Each is ultimately responsible for purchasing decisions of those they have authorized.

The director of Health and Human Services Agency may award and execute contracts to procure residential 24/7 care services and services from institutions for mental disease using the Special Services purchasing authority delegated to the purchasing agent. Pooled contracting may also be used for these services; Board approval is required for the aggregated pool of agreements.

In a declared emergency, the director of Public Works and Transportation may award and execute contracts for emergency infrastructure (primarily road) repairs using the Declared Emergency Maximum purchasing authority delegated to the purchasing agent.

The County Administrative Officer and director of Public Works and Transportation, individually, are authorized to execute and administer informal construction contracts where the total construction cost, including all change orders, does not exceed $200,000. The County Administrative Officer and/or director of Public Works and Transportation shall execute construction contracts approved by the Board of Supervisors in order to administer the agreement, pursuant to the terms of that agreement, approve requests for additional time, and issue final approval or acceptance of a contracted project.

The Treasurer/Tax Collector/Clerk, acting as the County Elections Official, may incur all budgeted expenses necessary in the preparation for and conduct of an election, pursuant to Elections Code sections 13001 and 14100.

The purchasing agent and assistant purchasing agents shall notify the board of supervisors of all executed contracts in a monthly informational item on the board agenda. Notification shall include the person(s) and/or organization(s) with whom the County has contracted, the service being provided, and the dollar amount of said contract. The purchasing agent and assistant purchasing agents shall keep the Board apprised of any other relevant details that could have an effect on County operations, public services and/or public perception.

F. PROCUREMENT METHODS

The Board of Supervisors requires competitive solicitations to be conducted whenever reasonably possible. Competitive solicitation includes obtaining bids, proposals, qualifications, informal quotes or other pricing and related information from vendors prior to making a purchasing decision and awarding the contract and/or purchase order to the party that is the most responsive and responsible in their ability to meet the needs of the County. Competitive solicitations must be conducted in a fair and objective manner and result in a purchase order that is supported by relevant quotes, terms, warrantees, and any other relevant documentation. The type of solicitation required is based on the estimated value of the item or service to be procured as follows:

COMPETITIVE SOLICITATION REQUIREMENTS	
Solicitation Type	**Estimated Amount**
Goods, Supplies and Services	
No solicitation required	< $3,000
Informal solicitation, two quotes	$3,000 - $9,999
Informal solicitation, three or more quotes	$10,000 - $60,000
Formal solicitation	> $60,000
CUPCCA Public Works Projects	
No bids required	=< $60,000
Informal bids	=< $200,000
Formal bids	> $200,000

For CUPCCA Public Works projects, threshold amounts are inclusive of administrative overhead and lower thresholds may

apply if the project relies on federal funds.

Competitive solicitations come in two forms: informal and formal solicitations. Informal solicitations are generally reserved for non-complex solicitations where the description of the goods or services to be purchased can be stated clearly. The informality of the process allows the solicitations to be requested and received by telephone, fax, email, paper quote or printouts from prospective vendors. Quotes for goods or services valued at or above three thousand dollars ($3,000) must also be documented by the department managing the procurement. Award of the purchase order or contract can usually be decided based objectively on price alone without any consideration of other evaluation criteria.

Formal solicitations are used to solicit goods or services that require a more detailed description and explanation by publishing a document to which vendors may respond as prescribed. These solicitations are always in writing and include a complete set of specifications as well as a detailed set of requirements that must be met to participate in the solicitation. A formal solicitation is active or left open for a specific time period (not less than ten business days) and has a definite closing date and time. All formal solicitations require final approval from the Board of Supervisors for any resulting agreements. Approved formal solicitations for use in County purchasing are as follows:

a. **Requests for Information (RFI)** are used to obtain information from potential vendors about goods, supplies and services. RFIs are commonly used to better understand the market, and/or prepare for a complex Request for Proposals. An RFI cannot make any award or promise of award to vendors submitting a response.
b. **Request for Qualifications (RFQ)** are used to procure technical special services such as architectural and engineering services. The RFQ can be used to make multiple awards to build a roster of providers. The RFQ must be reviewed by County Counsel prior to its release. The award is generally made based on the knowledge, quality and skill set of the applicant, as well as proposed cost.
c. **Request for Proposals (RFP)** are generally used to procure general or special services. RFPs can also be used for procuring a solution that is a mix of goods, supplies and services. The RFP must be reviewed by County Counsel prior to its release. Vendors' response to the RFP must be scored based on objective evaluation criteria. The evaluation criteria must be based on the quality of the proposal and the bid price. A review committee of no less than three people shall evaluate and score the quality of the proposal. The evaluation and scoring of the bid price is performed independently of the quality evaluation. The proposal with the lowest cost bid will generally receive the highest score for the evaluation of the bid price.

When competitive solicitation is not feasible or not required, employees can procure goods, supplies and services through the methods listed below.

1. *Small Purchases:* Purchases of goods and supplies (not services) that cost less than $3,000 should be paid with a purchasing card ("Cal Card") whenever possible. These purchases can also be paid via claim or purchase order. Services are procured using a purchase order or a contract regardless of the cost.

2. *Contracts:* A contract is a written document between parties with binding legal force, usually exchanging goods or services for money or other consideration. The term "contract" and "agreement" are synonymous.

A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. The term "contract" includes memoranda of understanding ("MOU").

The purchasing agent and assistant purchasing agents may enter contracts for a term of three years or less with no more than two additional one-year extensions. The purchasing agent and assistant purchasing agents may amend existing contracts within established purchasing authority. Original and existing contracts that cumulatively exceed established purchasing authority or a term of five years must be approved by the Board of Supervisors. All contracts must be reviewed and approved as to form by County Counsel.

Four specific types of contracts or agreements are authorized:

a. **Professional Services** agreements are required for procurement of all services. In selecting and contracting for professional services, the Board of Supervisors shall use demonstrated competence and qualifications for the types of services to be performed, in conjunction with assurances of fair and reasonable prices, as the basis for selection. Most often, the lowest responsive and responsible bidder should be selected.
b. **Cooperative agreements** are used when two or more governmental entities pool their commodity and/or service requirements to purchase aggregated quantities of goods, supplies and/or services. The County may utilize a cooperative agreement if the competitive solicitation process that preceded the agreement is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The use of any Cooperative Agreement in lieu of a competitive bid process is subject to the purchasing agent's approval.
c. **Piggyback agreements** are used when a governmental entity extends the pricing and terms of a contract to another governmental entity. The entity with the contract must have language in their contract or competitive solicitation that allows the terms of the contract to be extended to other entities. The County may piggyback or "ride" another governmental entity's contract if the contract's competitive solicitation process is at least as restrictive as the County's process and the use of the agreement is in the County's best interest. The County may allow other governmental entities to ride the County's contract if it is in the County's best interest. The use of any piggyback agreement in lieu of a competitive bid process or to allow other governmental entities to use the County's contract is subject to the purchasing agent's approval.
d. **Memoranda of Understanding (MOUs)** are formal agreements between two or more parties to establish an official partnership. MOUs may or may not involve an exchange of goods or services for compensation. The purchasing agent and assistant purchasing agent may approve MOUs that do not involve compensation or when compensation is within established purchasing authority. The Board must approve all MOUs with other local, state, and/or federal government entities.

3. *Non-competitive Purchases:* Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single source procurement is when multiple vendors could supply the good or service but one vendor is selected over the others for substantial reasons. Sole source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

Purchases of services require a completed W-9 on file in the auditor's office along with other required

documentation outlined in the contract. Purchases that exceed approved budgets are not authorized, regardless of the purchasing authority of the approver.

G. SPECIAL COMMODITIES

Special commodities are goods, supplies and services that are exempt from the procurement authority delegated to departments. These items require additional review and concurrent approval by other County departments as indicated below.

SPECIAL COMMODITY APPROVAL	
SPECIAL COMMODITY	**APPROVING DEPARTMENT OR DIVISION**
Cellular equipment	Administration - Technical Services
Computers	Administration - Technical Services
Computer software	Administration - Technical Services
Construction	Public Works
Facility Repairs, Remodels, or Improvements	Public Works – Facilities
Leases/rents for equipment	Administration
Safety Equipment (non-public safety)	County Counsel – Risk Management
Telecommunications equipment	Administration – Technical Services
Vehicles (inclusive of tractors, trailers, and heavy equipment)	Public Works - Fleet

H. ITEMS EXEMPT FROM THE COMPETITIVE SOLICITATION PROCESS

Exempt goods, supplies, and services are items where competitive solicitation is impractical. The following items can be obtained without conducting a competitive solicitation process:

1. Utilities
2. Advertising
3. Insurance
4. Courier services such as UPS or FedEx
5. Memberships
6. Training, seminars, or classes and related travel expenses for County employees
7. Certain expenses related to civil or criminal litigation, legal counsel with the approval of County Counsel, or confidential employment-related investigations such as attorney services, legal materials, investigators, and other related experts
8. Works of art for public places or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers
9. Certain expenses where the cost of the item or service is set by state or federal law
10. Purchases made from other federal, state or local governmental entities, provided such purchases are for rent of the entity's facilities or reimbursement for services directly provided by the entity
11. Goods, supplies, and/or services needed by the County pending a bid award, contract renewal or bid protest action and a contractor agrees to provide such goods, supplies, and/or services at the same contract price as a previous award, or at revised price that reflects changes in applicable governmental indexes since the

beginning of the current contract period, until a new contract has been awarded. Such interim period contracts shall not normally exceed 180 days, or until resolution of a bidder's protest

12. When the purchasing agent determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business or is needed to avoid impairment of County functions or services
13. When the purchasing agent determines that it is in the best interest of the County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense

I. NOTICING

All solicitations for bids must be noticed on the County website for a minimum of five (5) working days. Additional notice for the acquisition of particular goods or services may be required by state code.

Solicitation of bids for construction projects are required to be advertised in a local newspaper of general circulation for at least two weeks, pursuant to California Public Contracting Code 20125-20126 and 20150.6-20150.8, except in emergency situations (PCC §20134).

J. PROTESTS

The purchasing agent shall be responsible for the review and disposition of any protest of a competitive solicitation. A vendor may request a review of the solicitation requirements and specifications provided that the request is received by the purchasing agent within the period when questions are to be received. When no date is specified for questions, a request must be received prior to the date when all bids are due.

A non-selected vendor can file a protest of the Notice of Intent to Award no later than 4:00 PM Pacific Time five business days after the date the notice is posted; or when a Notice of Intent is not filed, within five (5) business days of board approval of the contract. Only those vendors that submitted a bid are eligible to protest the Notice of Intent to Award. All protests shall be delivered by the vendor in writing by mail, and/or electronic mail to both the purchasing agent and the department issuing the competitive solicitation. The protest must include specific facts, circumstances, reasons and/or basis for the protest. Protests received after the time specified are untimely and shall be denied on that basis.

A non-selected vendor can also submit a Public Records Act request to view all proposals submitted, scores assigned (if available), and the negotiated contract.

The purchasing agent will evaluate the protest and issue a written decision within 30 business days of confirmed receipt. The purchasing agent's decision is final.

K. PREFERENTIAL PURCHASING PROGRAMS

In determining the lowest responsive and responsible bidder, and when clearly disclosed in noticing for a competitive solicitation process, the purchasing agent and assistant purchasing agents may provide a preference for the following:

1. Award of a contract to a local, independently owned small business for construction, procurement of goods, or the delivery of services where responsibility and quality are equal (Pub Con Code section 2002). A local

business preference:

a. may not exceed five percent (5%) of the lowest responsible bid;
b. does not apply when precluded by the requirements of a grant or state or federal regulation; and
c. may only be supported with local funds.

2. Award of a contract to a business or organization that practices waste reduction and environmentally responsible practices where responsibility, quality and price are equal.

L. EMERGENCY PROCUREMENT

The Board of Supervisors recognizes that certain purchases are necessitated by unforeseen emergency conditions. Emergency purchases are limited to those immediately necessary for protection from substantial hazard to life or property, or when there is an immediate need to mitigate a serious service interruption. Failure to plan or effectively manage resources; conditions where dispensing with the bidding process would be convenient, expeditious, or in the County's interests; and perceived urgency with little or no threat to life, safety, or essential services do not constitute an emergency for purposes of this policy.

Assistant purchasing agents may authorize an emergency procurement to address an immediate department need as described in this section. In the event of a local emergency proclamation, the purchasing agent and assistant purchasing agents shall follow informal bidding procedures to the extent necessary and feasible under emergency circumstances. The purchasing agent may waive the requirement to use the lowest cost vendor depending on the availability to receive the requested goods, supplies, and/or services. Further waiver, modification or suspension of this policy is subject to the approval of the Board of Supervisors as prescribed in Public Contract Code section 22050.

In the event of a proclaimed state emergency or declared federal emergency, all procurement actions shall be pursuant to applicable state and/or federal policies and procedures. Every emergency purchase shall be promptly reported to the purchasing agent in writing with the facts constituting the emergency.

M. STANDARDIZED PURCHASES

The County endeavors to procure high-volume, recurring disposable goods (such as office supplies) through annual (blanket) contracted purchasing agreements whenever possible. An annual purchase order is an agreement to purchase items at a specific price during a defined time, with delivery dates to be determined by each purchase. An annual purchase order will be issued to a vendor, through the competitive bid process, allowing for repetitive purchases of goods by authorized personnel for the specified time not to exceed twelve months.

To achieve maximum efficiency and effectiveness, the purchasing agent may establish and chair a Procurement Standards Committee as needed to review County spending patterns and establish standards concerning the type, design, quality or brand of a specific article or group of related items or services purchased by the County. Adopting standardized purchases based on a spend analysis allows the County to establish or maintain uniformity in appearance and/or quality and/or achieve cost savings through volume pricing.

N. SURPLUS

County personal property that is no longer useable or required by the department is considered surplus. The purchasing agent and assistant purchasing agents, or their designee(s), are responsible for determining whether the property can be (in priority order):

1. Transferred to another department
2. Exchanged or traded for a newer or upgraded version of a similar product (such as a vehicle)
3. Placed for sale or auction with appropriate notice on the Public Surplus website.
4. Placed for sale or auction with appropriate notice through another medium.
5. Donated to another governmental entity or a non-profit organization, if the value is equal to or less than $10,000
6. Recommended to the Board of Supervisors for donation to another governmental entity or a non-profit organization when the value is greater than $10,000
7. Disposed of by way of recycling or waste

Sale or auction of surplus property requires noticing the public at the courthouse and on the County website. Unless restricted by provisions of a grant or state or federal regulation, proceeds from surplus property sales shall be paid into the County treasury for the use of the County. When the property is exchanged or traded in its value shall be secured on behalf of the County.

O. ACCOUNTABILITY AND VIOLATIONS

All County employees involved in the procurement process are accountable to the public for the effective and efficient spending of public funds. The following mechanisms help to provide assurance of this accountability.

1. Department heads are responsible for establishing a departmental process to ensure that the quality and quantity of the received goods, supplies and/or services meet expectations and conform with the specifications, terms and conditions in the applicable contract or purchase order. Departments shall keep complete records showing the date of delivery, quantity delivered or services performed and any discrepancies. Quality and performance testing of commodities and equipment is the responsibility of the receiving department. Departments are responsible for reporting all discrepancies immediately to the vendor, take appropriate action, and maintain a record of the default.
2. Departments shall record the vendor's performance. If the vendor's performance falls below expectations, the utilizing department shall notify the vendor and insist on a corrective action plan or other appropriate remedial steps until the poor performance is resolved. Departments shall document efforts to correct poor vendor performance. The department is responsible for informing the Purchasing Division of the vendor's performance, where it will be used to determine the renewal of the purchase order, cancellation, or replacement of the vendor.
3. An unauthorized purchase is a purchase that is either:
    a. Entered into by an individual that is not authorized to purchase on behalf of the County
    b. Entered into by an individual normally authorized to purchase, but who uses an unauthorized procurement method
    c. Entered into by an individual who exceeds their delegated authority. County employees who make unauthorized purchases may be personally liable for all costs incurred in connection with the

unauthorized purchase of goods and services.

4. Department heads and employees approving each requisition are responsible to determine that funds are budgeted and available for any purchase.
5. The purchasing agent and assistant purchasing agents shall report the following activities to the Board of Supervisors when they occur:
    a. Use of Preferential Purchasing Programs
    b. Contracts signed using delegated purchasing authority
    c. Emergency purchases
    d. Use of confirming purchase orders and contracts
    e. Procurement activities that are exempted from competitive solicitation requirements
6. Repeated and/or flagrant violation of this policy may result in disciplinary action up to and including termination. Violations may also include:
    a. Purchasing multiple items over any period of time to avoid the competitive bid process
    b. Splitting items to circumvent the fixed asset process or credit card transaction limits
    c. Purchasing goods or services for personal use
    d. Unauthorized purchasing card usage
    e. Inadequate supporting documentation for a purchase or documentation that is not submitted to the auditor's office within fourteen (14) calendar days of purchase

P. REFERENCE CHART

Purchase Type	Purchase Amount	Procurement Method	Contract Required	Purchase Order Required	Approval
Goods and Supplies (Budgeted)	**< $3,000**	**Cal Card, claim or purchase order**	**No**	**No**	**Department Head**
	$3,000 - $9,999	**Informal solicitation (two quotes)**	**No**	**Yes**	**Department Head**
	$10,000 - $60,000	**Informal solicitation (three quotes)**	**No**	**Yes**	**Department Head**
	> $60,000	**Formal solicitation**	**No**	**Yes**	**Department Head**
Professional Services	**<= $10,000**	**Informal solicitation (two quotes)**	**Yes**	**Yes**	**Department Head**
	$10,000 - $20,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**Department Head**
	$20,001 - $60,000	**Informal solicitation (three quotes)**	**Yes**	**Yes**	**CAO**
	> $60,000	**Formal solicitation**	**Yes**	**Yes**	**Board of Supervisors**
Special Commodities	**As budgeted**				

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-643

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Travel and Expense Reimbursement Policy

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RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Travel and Expense Reimbursement Policy.

The proposed amendment address four substantive issues. First, it clearly states the County's preference for staff to use County vehicles in most situations. Second, it clarifies appropriate purchasing practices related to food and meals. Third, the amendment provides guidelines for appropriate employee engagement expenditures. Finally, it clarifies some travel-related expenses that are not eligible for reimbursement.

Using County vehicles rather than private vehicles for work-related travel is typically the most efficient for the County and ensures the most accurate charges for department budgets and that County safety precautions are in place. There may still be appropriate times for staff to use a private vehicle including when a family member is traveling with the employee (only staff and clients are allowed in County vehicles), if a County vehicle is not available, or when the vehicle is needed only to travel to the airport. These situations should be the exception, rather than the rule, and can continue to be reimbursed at the IRS-approved mileage rate.

Practices around food purchases have been inconsistent across the County for several years. This amendment seeks to standardize these practices in the organization by providing clear guidelines for all departments to follow. Those guidelines include allowing reasonable food purchases for special events, such as community meetings, when the meal is necessary to accomplish the County's business, or as approved for overnight travel. This provision formally allows the practice of the Emergency Operations Center to provide meals for those working during a disaster response so they do not need to leave the worksite. It might allow the Board to have a meal brought in so they can continue to meet through the lunch or dinner hour when they have a particularly busy agenda. It also authorizes the purchase of refreshments for particular trainings or meetings where the public is invited.

Some purchases related to employee engagement can be effective management tools to express gratitude to staff, build morale, retain great employees, and promote a healthy work environment that ultimately results in better, more efficient service delivery for our community. Examples of appropriate employee engagement purchases include light refreshments or snacks to encourage participation in a cross-departmental training or orientation, awards or recognitions for extraordinary achievements, artwork or plants for common areas, branded County shirts or hats, or items like facial tissue or hand sanitizer that enhance collective health and safety. The proposed policy does not allow purchasing gifts, alcohol, food or drink for routine consumption, private office decorations, or other inappropriate purchases.

Finally, the proposed policy amendments list a few expenses that are not eligible for reimbursement under this policy. These items are not currently reimbursed in the County, but need to be stated explicitly so nothing is misunderstood. Ineligible expenses include traffic and parking violations, travel insurance, entertainment, personal credit card fees, fuel for private vehicles, and other expenditures not related to County business.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In August 2022, the Board approved a significant update to the County's purchasing policy. This item is a further update and clarification of that policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The County's travel and reimbursement policy will continue to leave ambiguity around the use of County vehicles, food purchases, employee engagement expenses, and some expenditures that may not be eligible for reimbursement.

Amend and approve. Changes to what is proposed could be made prior to approval.

Request information. Staff could be requested to bring the proposal back at a future meeting with more information for the Board. Staff will need direction on what information is desired.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **Mariposa County Travel and Expense Reimbursement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
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

Mariposa County

ıvel and Expense Reimbursement Policy – ~~August 16, 2022~~November 2023

A. PURPOSE AND LEGAL BASIS

The County of Mariposa ("County") makes stewardship of limited public resources a primary focus and concern. The purpose of this policy is to:

1. Provide specific guidance on the standards ~~of~~ for the use and expenditure of County resources for travel and expense reimbursement;

2. Ensure that all expenses incurred by the County, including but not limited to travel, meals and lodging, are properly authorized and obtained in an efficient manner and at the best possible value;

3. Ensure proper reimbursement of duly authorized, actual and necessary expenses, including but not limited to travel, meals, and lodging; and

4. Satisfy the requirements of Government Code sections 53232.2 and 53232.3 and County Memoranda of Understanding.

This Policy operates in conjunction with the Mariposa County Purchasing Policy to supplement the definition of actual and necessary expenses for purposes of State laws relating to permissible uses of public resources. It further supplements the definition of necessary and reasonable expenses for purposes of Federal and State income tax laws.

B. APPLICABILITY

The travel and reimbursement expense policies set forth herein apply to all County officials, officers, employees, appointees and volunteers ("employees") who receive or are eligible to receive any compensation or any reimbursement of expenses from the County or who travel on County-paid business.

C. AUTHORIZED TRAVEL EXPENSES

Public resources should only be used when there is a substantial benefit to the efficiency or effectiveness of the County and County constituents. Such benefits include:

1. The opportunity to discuss the community's concerns with members of the community as well as with federal, state and other local officials;

2. Participating in regional, state and national organizations whose activities directly affect the County;

3. Attending educational seminars designed to improve skill and information levels or participating in professional organizations that are directly relevant to employee or official

responsibilities;

4. Promoting public service and morale through recognition or service and commitment; and
5. Conducting County business pursuant to County-approved goals and values.

Travel must be thoroughly planned, documented, and approved in an expense report in advance of the trip. Employees should seek to obtain the best economic value while traveling, including traveling in coach class, carpooling with coworkers when possible, and traveling direct routes as much as possible.

Personal business should not be mixed with official business if it will have any cost in dollars (including for fuel or vehicle use) or lost time, or if it will harm the County's interests in any way. Examples of personal expenses that are not authorized include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or fund-raising events;
3. Family expenses, including those incurred by a partner, child or pet accompanying an official on business;
4. Use of a County vehicle to transport family members or any other person who is not a County employee;
5. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
6. Personal automobile expenses, other than the County-approved mileage allowance, such as repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on County business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is approved or incurred.

D. MEETING STIPENDS

No stipend or other compensation will be paid for attendance at meetings of County boards, commissions, or committees, except as specifically authorized in advance by the County Board of Supervisors.

E. TRAVEL COST CONTROL AND GUIDELINES

To conserve County resources and keep expenses within community standards, travel expenditures should adhere to the following guidelines. In the event that travel expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the County will be limited to the costs that

fall within the guidelines.

1. *Travel Authorization*: Department heads or their designees must authorize travel and travel reimbursements. All authorized travel costs will be borne by the authorizing department. Expenses for a given trip should be reported on a single expense report or reimbursement request whenever possible.

   Reimbursement of costs for travel outside the State of California must be approved by the Department Head; reimbursement of costs for travel outside the United States must also be approved by the County Administrative Officer.

2. *Responsibility for Booking Travel*: Each department director shall designate one or more travel coordinators and ensure each has been issued a purchasing card. Travel coordinators will be responsible for making travel arrangements for the employees in their department. Travel from any trip should be submitted as a Travel Expense Authorization (TEA) and approved in advance of the trip. All associated expenses should be linked to the TEA and/or a designated trip link field in the County's ERP software.

   Employees who have been issued a purchasing card may book their own travel in compliance with this policy and department guidelines.

3. *Government and Group Rates*: Employees shall use government and group rates whenever those rates are available unless another rate results in a cost savings to the County.

4. *Statewide Travel Program*: The County participates in the California Department of General Services (DGS) Statewide Travel Program (STP), which provides negotiated rates for hotels, flights, car rental and other travel expenses. ***All*** travel expenses (flights, hotels, rental cars, etc.) should be booked through the CalTravelStore or Concur Travel sites unless:

   a. The CalTravelStore or Concur Travel sites do not provide services in the area where the employee will be traveling;

   b. The reason for travel is associated with a particular hotel that is not available through STP *and* there is a negotiated rate as part of the event; or

   c. Booking in some other way results in a net cost savings to the County.

5. *Meals and Incidentals Per Diem*: Sharing meals with Federal, State, regional and other local agencies, officials and employees is frequently the best opportunity for more extensive and uninterrupted communication. The County will pay for meals that comply with this Policy as well as the limits and reporting requirements of other Federal, State and local laws and regulations and the respective memoranda of understanding with labor. More guidance related to meal expenditures can be found in Section F below.

6. *Hotels and Lodging*: The County will pay for a single room (including taxes and fees) for the duration of an official business trip. Lodging will comply with this Policy, including the

following:

a. Accommodations should be economical for the area and practical for advancing the purpose and goals of the travel. The CalTravelStore or Concur Travel sites should be used for booking whenever possible.

b. When lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking. If a group rate is not available, employees shall use comparable lodging that is otherwise consistent with this Policy.

c. When multiple employees are traveling to the same meeting, conference or event, each employee shall have their own room or accommodations unless those employees are members of the same family unit.

7. *Mileage:* Employees are expected to use County vehicles for work-related travel whenever possible. When a personal vehicle must be used, ~~T~~the automobile mileage reimbursement rate will be equivalent to the standard rate and terms set by the Internal Revenue Service. Travel for commuting between home and an employee's designated office or work location is not reimbursable. Travel between home and a County business destination is reimbursable to the extent that the total mileage exceeds the normal round-trip commute between home and an employee's designated office or work location. Travel between County facilities for authorized County business purposes is reimbursable.

8. *Methods of Paying for Travel:* All travel booked through STP must utilize a Virtual Card Number (VCN). VCN's are employee-specific, transaction-specific, time-specific, and merchant-specific 16-digit purchasing card numbers (without the physical card). The unique card number is automatically generated during the reservation process at the CalTravelStore or Concur Travel sites and is the only acceptable payment method for these transactions.

   When purchasing travel on the CalTravelStore or Concur Travel sites is not possible, travel coordinators and employees with a purchasing card in their own name may put some travel expenses on their purchasing card. These expenses include transportation (planes, trains, rental cars, subways, taxis, etc.), lodging, event registration, and miscellaneous expenses incidental to the trip such as bridge tolls, parking meters and baggage fees. When a purchasing card is used, all expenses related to a given trip should be on the same purchasing card.

   Per diem, mileage for use of a personal vehicle and authorized expenses that are not paid with a purchasing card may be claimed in advance or on a reimbursement basis.

9. *Employees with Special Needs:* In the event that an employee has special needs related to travel, the department director may authorize reasonable accommodations for travel, lodging and meals.

10. *Other Expenses:* All expenses that do not fall within this Policy must be approved by the Board of Supervisors in a public meeting before the expense is incurred.

11. *Cash Advances:* Very rarely, it may be necessary for an employee to request a cash advance to cover anticipated expenses while traveling or doing business on the County's behalf. Requests for a cash advance shall be submitted and processed in accordance with applicable County policies and procedures.

F. MEALS

Department Heads may approve meal allowance expenditures according to the following policies. All meal expenditures must be approved in advance of spending.

1. *Meals Directly Related to County Business*: The County may pay for or reimburse expenses related to meals or light refreshments provided in connection with a business meeting provided the expenses occur infrequently and are reasonable and appropriate to the purpose and nature of the meeting. Examples of appropriate expenditures include when a meeting does not recess or adjourn during lunch, County or department-wide meetings, extended formal training sessions, hosting or sponsoring meetings of a professional association or other government agency, as part of interviewing a finalist for a senior-level position, or when an employee is required to attend a business-oriented meal as a member of a board, commission, or other group.

   Business meetings do not include meals with individual or small groups of colleagues at the same work location unless participants were unable to accomplish the business purpose during working hours.

2. *Meals Related to Overnight Travel:* The County will pay for meals that comply with this Policy as well as the limits and reporting requirements of other Federal, State and local laws and regulations and the respective memorandum of understanding with labor. A receipt is not necessary to receive the per diem amount. Per diem meals should not be paid for with a County purchasing card; receipts are required for all purchasing card transactions.

   Meal-related expenses are not reimbursable if meals are provided as part of a tuition or registration fee, with lodging, or when included in the cost of transportation. With supervisor approval, employees may receive per diem reimbursement in addition to prepaid meals when a meal is incidental, such as a continental breakfast provided with lodging, or when an employee has special medical or dietary needs that cannot be accommodated by the meal provider.

3. *Food for Special Events:* Department Heads may authorize purchasing food items (coffee, non-alcoholic beverages, vegetable trays, pastries, etc.) for special events if, in the opinion of the Department Head, such expenses would be conducive to the efficient conduct of County business and the cost is reasonable. For example, it may be appropriate to provide beverages

and food at board or commission meetings, seminars, trainings, or workshops, or when it is to the benefit of the County to keep the participants together and not have them disperse to consume food and beverages elsewhere. However, public funds may not be expended to purchase beverages and food for normal day-to-day County operations or routine staff or management meetings, regardless of the frequency of these regular meetings.

4. *Employer-Provided Meals:* Department Heads may authorize purchasing food items for County employees on County business premises for a substantial non-compensatory reason in one of the following circumstances:

   a. Employees on shift that are required by their direct supervisor to stay on the work site in case they are needed for emergencies or other business needs during the meal period (examples: Correctional Officer, Sheriff's Deputy or Sergeant working in the jail; a Public Safety Dispatcher in the Dispatch Center; a Wastewater Treatment Plant Operator covering a flood assignment, etc.).

   b. The nature of the assignment (not merely a preference) requires the employee to be available for duty at all times during their working hours.

G. EXPENSES FOR EMPLOYEE ENGAGEMENT

Employee engagement is an important part of an effective overall employee attraction and retention program. This policy supports the County's program to provide a positive employee experience that enhances employee organizational and job engagement; improve quality of life; and promote a healthy workforce, thus providing better services to our residents.

Department Heads may approve nominal expenditures for departmental employee engagement and recognition events or activities supporting employee engagement. These events must be during normal business hours for the department and may include lunches or other food items as long as the cost is reasonable and within the Department Head's overall budget. The County Administrative Officer may approve similar expenditures for countywide events or activities.

Expenditures for employee work related changes, such as new hires or retirements, are allowable if they are reasonable in nature. The federal per diem GSA (General Services Administration) guidelines can serve as a benchmark of reasonable cost for food purchases.

Eligible expenses for employee engagement may include:

1. Light refreshments or snacks (and related paper goods) for new hires to facilitate introductions and cross-department collaboration and for Countywide department meetings, on County property and during normal business hours.

2. Awards, plaques or recognitions for employees as an acknowledgement of an extraordinary achievement or retirement after at least ten years of public service. Retirement recognitions

must be coordinated through the Clerk of the Board's office.

3. Artwork, plants, or other decorative objects for public lobbies, staff common areas, meeting, or conference rooms. Decorative objects are prohibited for individual desks, cubes, rooms, or offices.

4. Personal items that promote employee engagement (County logo gear, shirts, hats, etc.) or enhance collective health and safety (facial tissue, hand sanitizer, etc.).

Ineligible expenses include:

1. Expenditures related to non-County employees at employee engagement events unless the cost cannot be segregated (example a sheet cake or food purchased in bulk and not a per person cost.)

2. Any food, refreshments, or expenditures for employees which are not related to attendance at events directly related to County business, such as private fundraising events or other social celebrations (baby or wedding showers, flowers for condolences or funerals, with the exception of greeting cards, etc.).

3. Any food or refreshments not consumed on County property or expenses for related events and activities not conducted on County property without express written approval by the County Administrative Officer.

4. Contributions to non-profit or charitable organizations not specifically approved by the Board.

5. Any other personal or recreational items, other than health and safety related items (facial tissue, hand sanitizer, etc.) for individual staff use.

6. Food or drink for staff performing their standard functions at their standard worksites. Coffee, tea, water, etc. may be purchased for guests and visitors, but not for routine staff consumption.

7. Holiday decorations such as Christmas trees, lights, ornaments.

8. Any other gifts, gift cards or cash given to employees.

9. Alcoholic beverages.

Expenditures made in accordance with this section are unallowable for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments. Any expenditures purchased as part of this employee engagement program must be recorded in the appropriate ledger/spend category. Employee engagement meals and expenses described above are distinguished from County sponsored business events that may include

meals and activities and are described in other areas of this policy, such as offsite meetings, conferences, etc.

H. EXPENSES NOT ELIGIBLE FOR REIMBURSEMENT

Expenses not eligible for reimbursement under this policy include:

1. Traffic and parking violations
2. Airline, travel, or personal property insurance
3. Entertainment
4. Fees, service charges, and interest related to personal credit cards, even if they are used exclusively for County business
5. Lodging with relatives or friends while on approved County travel
6. Fuel for privately owned vehicles
7. Any expenditure not directly related to official County business.

~~F.~~I. TRAVEL/REIMBURSEMENT CLAIMS AND FINAL ACCOUNTING

All cash advance receipts and expense reimbursement requests, including appropriate supporting documentation, must be submitted to the Auditor's Office within ten (10) days of incurring an expense. Inability to provide such documentation in a timely manner may result in denial of the expense claim. Reimbursements of authorized claims that have been properly requested will be issued within ten (10) days. If actual expenses exceed what was authorized, restitution to the County must be paid within ten (10) days.

Department directors, or their designee(s), should review advance reconciliations and expense reimbursement requests to confirm that:

1. All expenses are reasonable, necessary and consistent with this policy;
2. Any required itemized receipts and other supporting documentation is attached;
3. The final disposition is correct (balance due to employee or County);
4. Amounts due to the County are paid; and
5. A final accounting of all expenses is submitted to the Auditor's Office in a timely manner.

~~G.~~J. COMPLIANCE WITH LAWS

County officials, employees and volunteers shall keep in mind that some expenditures may subject to reporting under the Political Reform Act and other laws.

~~H.~~K. VIOLATIONS OF TRAVEL AND EXPENSE REIMBURSEMENT POLICY

Use of public resources or falsifying expense claims in violation of this Policy may result in any or all of the following:

1. loss of reimbursement privileges;
2. a demand for restitution to the County;
3. the County's reporting the expenses as income to the individual to Federal and State tax authorities;
4. civil penalties of up to $1,000 per day and three times the value of the resources used;
5. prosecution for misuse of public resources; and
6. personnel action up to and including termination of employment where appropriate.

Failure to submit receipts and reconcile trip expenses in accordance with timelines specified in this policy will result in a written warning. Repeated delays in the timely submission of receipts and the reconciliation of trip expenses could also result in the elimination of travel privileges and/or the elimination of a purchasing card issued to an employee.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: PUBLIC HEARING: Authorize the Board of Supervisors to Open the Sealed Bids Received for the Approximately Ten Acres of Real Property at 2975 and 2985 Bear Valley Road in Hornitos; Accept or Reject the Highest Bid to Purchase the Property; Approve the Purchase and Sale Agreement; and Authorize the County Administrative Officer to Execute all Documents Necessary to Complete the Sale (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Authorize the Board of Supervisors to Open the Sealed Bids Received for the Approximately Ten Acres of Real Property at 2975 and 2985 Bear Valley Road in Hornitos; Accept or Reject the Highest Bid to Purchase the Property; Approve the Purchase and Sale Agreement; and Authorize the County Administrative Officer to Execute all Documents Necessary to Complete the Sale (Subject to Approval as to Legal Form by County Counsel).

The property at 2975 and 2985 Bear Valley Road is a single, 10.55-acre parcel (Assessor's Parcel Number 011-070-003). The portion of the property at 2975 Bear Valley Road is a County fire station that has not been used actively for several years. The portion of the property at 2985 Bear Valley Road includes a condemned residence. Some County records indicate the property is actually 10.06 acres, but the record of survey on file with the assessor-recorder's office confirms the 10.55-acre size. The property is being sold as-is and as-located. As there is not a public use for this property, staff recommends moving forward with a sale to return this property to private ownership.

State codes prescribe the process for counties to sell real property. That process is detailed below. Pursuant to that process, the minimum bid for this property has been set at seventy-five thousand dollars ($75,000) and noticed appropriately.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board purchases and sells real estate periodically as needed. Most recently, the Board approved the sale of 162 acres of surplus land in the Don Pedro area on June 7, 2022. The Board approved a resolution of intention to sell the subject property on November 7, 2023.

California State Code prescribes the process for county sales of surplus property. The first step is to adopt a resolution of intention to sell by two-thirds vote. If adopted, the County must then notice the available land for at least three weeks and notify the California Housing and Community Development Department for consideration from possible housing developers. Sealed bids are required to be submitted on or before the date specified in the resolution. At the regularly-scheduled board meeting

that has been noticed, the board chair opens and announces sealed bids and calls for oral bids. New oral bids may then be offered, each at least five percent more than the highest proposal. Bidders must submit payment for no less than ten percent of the sales price at the time of bidding. Upon completion of the bidding, the Board has ten days to either accept the highest bid or reject all bids. Staff then receives direction to either execute the sale or move forward in some other way.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. This property will not be sold at this time. The County will maintain responsibility and liability for the property and forfeit any property taxes that would be required from a private owner. The property will also remain available for future uses.

FINANCIAL IMPACT

Funds from the sale of this property will be deposited into the County General Fund and may be used at the discretion of the Board.

ATTACHMENTS

1. **Purchase and Sale Agreement**
2. **Bid Submittal Instructions**
3. **Notice of Intent to Sell**
4. **Parcel Map**
5. **Assessor Maps**
6. **Hornitos Vicinity Map**

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only December 5, 2023, is entered into by and between the County of Mariposa, a subdivision of the State of California ("Seller"), and _____ ("Buyer"), and is predicated on the following facts:

RECITALS

Seller is the owner of certain real property consisting of approximately 10.06 acres located in the Hornitos area of Mariposa County, California, commonly known as 2975 and 2985 Bear Valley Road (Assessor's Parcel Number 011-070-003)("the Property").

On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above-listed real property. Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   A. The purchase price for the property shall be $_____.
   B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

C. The purchase price shall be payable as follows:

i. Buyer has submitted to Seller, with this Agreement, a good faith deposit ("Deposit"), in the form of a cashier's check, in the amount of $_____, equivalent to ten percent (10%) of the purchase price. This amount shall be deposited in Seller's bank account within five business days after the effective date. The deposit shall become nonrefundable to Buyer upon Buyer's delivery to Seller of the Contingency Period Notice as defined in 7(a)(ii) below accepting all conditions of the Property and waiving all contingencies.

ii. At least three business days prior to the close of escrow, Buyer shall deposit the balance of the purchase price with Escrow Holder, in immediately available funds, which shall be paid to Seller at close of escrow.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be:

Inter-County Title Co.
5160 Bullion Street
Mariposa, CA 95338

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around December 22, 2023.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

a. A preliminary report issued by Escrow Holder with respect to the Property; and
b. Legible copies of all documents referred to in such preliminary report.

Seller shall use its best efforts to deliver the Title Documents to Buyer within five business days following the effective date. Upon delivery of Title Documents, Buyer shall have fifteen (15) calendar days to give Seller and Escrow Holder written notice of Buyer's approval or disapproval of the Title Documents. Buyer's failure to give written notice of approval or disapproval of Title Documents within the specified time period shall be deemed Buyer's approval of the Title Documents.

In the event that Buyer disapproves of Title Documents, Seller shall notify Buyer within five calendar days which of those disapproved title matters, if any, Seller is unwilling or unable to, after reasonable and good faith efforts, have eliminated from title to the Property by the Close of Escrow.

Notwithstanding the foregoing, Buyer and Seller agree that deed restrictions related to the use of the property as a sanitary landfill have been disclosed and will not be resolved as a part of this transaction.

If Seller is unable or unwilling to remove all of the title matters to which Buyer objects, or fails to respond to Buyer as required, Buyer shall have five business days from receipt of the Seller's notice, or the last day allowed for delivery of the Seller's notice, to notify Seller in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to respond in writing shall be deemed to be Buyer's election to terminate the transaction.

If this Agreement is terminated pursuant to this Section, the Deposit shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Documents and Materials: Seller is exempt from providing any disclosures to Buyer. However, Seller will provide any reports or documents that are available to the public within ten (10) calendar days of Buyer's request.

vi. Approval of the County Board of Supervisors: The sale of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects

as of the Close of Escrow.

iii. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting

generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control,

(vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

BUYER:	**SELLER:**
_____	_____ Miles Menetrey, Chair Mariposa County Board of Supervisors
ATTEST:	**APPROVED AS TO FORM:**
_____ Danielle Bondshu Clerk of the Board	_____ Steven W. Dahlem Mariposa County Counsel

Bid Submittal
Instructions

1. **Bid Submittal**

Bids must be submitted to the Mariposa County Clerk of the Board's Office in a sealed envelope that is clearly marked: "BID FOR PURCHASE OF COUNTY OWNED REAL PROPERTY – APN 011-070-003." Submittals must include a bid form, purchase and sale agreement, and bid guarantee. All documents must be complete and properly executed, as directed in these instructions, to be considered.

Sealed bids must be received by 2:00 p.m. on December 4, 2023.

2. **Bid Form**

Bids shall be made on the Bid Form provided in the bid package. If the bid is made by an individual, it shall be signed and notarized with the full name and address of the bidder. If the bid is made by a joint venture or partnership, it shall be signed and notarized with the full name and address of each member thereof. If the bid is made by a corporation, it shall be signed by the president and secretary in the corporate name with the corporate seal affixed thereto. No bid will be considered unless it complies with the indicated signature requirements.

3. **Purchase and Sale Agreement**

The Purchase and Sale Agreement, approved as to form by County Counsel and included in the bid package, must be complete, include the notarized signature(s) of the bidder(s), and be attached to the Bid Form.

4. **Bid Guarantee**

Each written and oral bid shall include a cashier's check made payable to the County of Mariposa in an amount equal to ten percent (10%) of the bid amount. Bid payments included with declined bids will be returned to the unsuccessful bidders by December 8, 2023. The Bid Guarantee will become non-refundable upon the waiver of all contingencies in accordance with the terms and conditions of the Purchase and Sale Agreement. The balance of the successful bid amount shall be delivered to the Escrow Holder by bidder no less than three days prior to the Close of Escrow date.

5. **Bid Withdrawal**

Any bid may be withdrawn, in writing, at any time prior to the time and date fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the opening of bids. Bids may not be withdrawn after 9:00 a.m. on December 5, 2023.

6. **Bid Award and Rejection**

The sale of the County-owned real property will be awarded to the highest bidder, including any oral bids at the time of the Public Hearing, whose bid complies with all requirements prescribed herein. All oral bids must have a minimum overbid that is 5% higher than the highest submitted written bid. The Board of Supervisors reserves the right to reject any and all bids.

7. **Bid Package Contents**

Information about the surplus real property is provided with the Bid Package including:

Resolution of Intention
Area Map
Bid Form
Purchase and Sale Agreement
Any other available documents associated with the sale of the property

8. **Inspection Period**

The property will be available to prospective bidders for preliminary inspection by appointment only prior to the deadline for bid submittals. The successful bidder will be allowed a contingency period after the award of the bid, pursuant to the Purchase and Sale Agreement, in which to conduct all further inspections, investigations and evaluations.

9. **Address to Submit Bids and to Request Additional Information**

Bid Submittals must be delivered to the address indicated below and received by the County of Mariposa no later than the deadline indicated above. Any Bid Submittal not received by this deadline, even if post marked before the deadline, will not be accepted. For additional information or assistance, please contact:

County Administrator's Office
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222
dkimble@mariposacounty.org

10. **Brokers and Finders**

No commission or finder's fee shall be paid by the County to any party, licensed real estate broker, or other person for the sale of the surplus real property (regardless of whether the transaction is consummated), even though said party has had contact or dealings regarding the surplus real property or has communicated with the County in connection with the subject matter of this transaction.

BID FORM
FOR THE PURCHASE OF COUNTY-OWNED REAL PROPERTY

This bid to purchase is submitted pursuant to Government Code section 25520 et seq. and pursuant to a published notice of adoption of a resolution of intention to sell County-owned surplus real property described as 2975 and 2985 Bear Valley Road in Hornitos (APN 011-070-003).

_____ ("BIDDER") offers to purchase from the County of Mariposa, WHERE IS-AS IS AND WITH NO WARRANTIES, the surplus real property described above in accordance with the terms and conditions of the attached Purchase and Sale Agreement. BIDDER understands that fence lines and property lines do not necessarily coincide.

PURCHASE AND SALE AGREEMENT BID AMOUNT: BIDDER offers and agrees to pay County the total amount of $_____ as the purchase price of the property (minimum acceptable bid amount must equal or exceed $75,000). BIDDER shall deliver with this bid form to County a Bid Guarantee in the form of a Cashier's Check in the amount of 10% of the BIDDER's bid amount, or $_____.

BIDDER

By: _____
Signature

Name: _____

Address: _____

_____

Date: _____

BIDDER

By: _____
Signature

Name: _____

Address: _____

_____

Date: _____

All Bidder signature(s) must be notarized

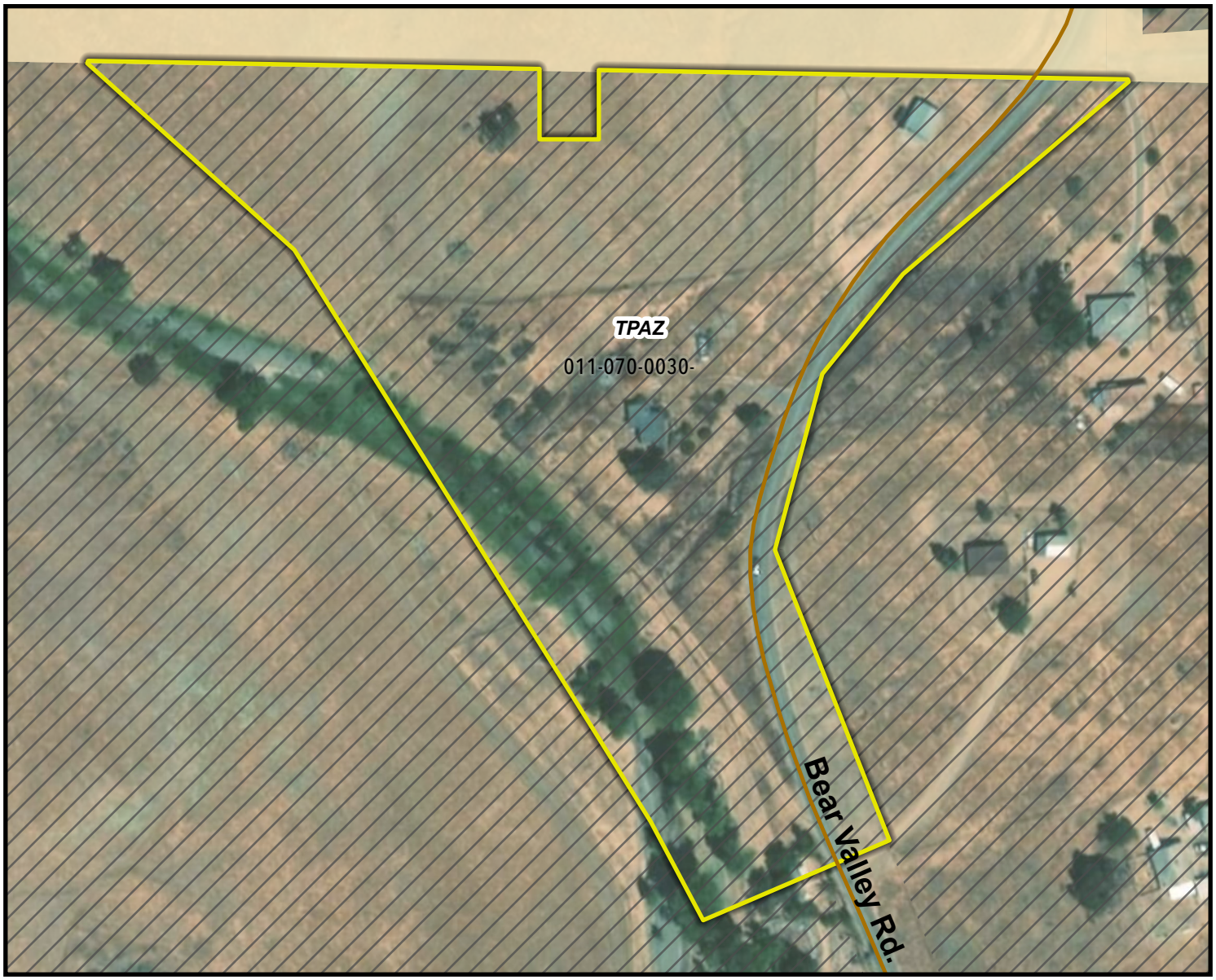
ANOTICE OF INTENTION TO SELL REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to sell real property described as follows:

Location: 2975 and 2985 Bear Valley Road, Hornitos, California (APN 011-070-003)
Size / Zoning: 10.55 acres / Hornitos Town Planning Area Zone

The Mariposa County Board of Supervisors intends to sell the surplus real property to the highest responsible bidder in accordance with the terms and conditions as set forth in the Bid Submittal Instructions and the Purchase and Sale Agreement. The minimum acceptable cash price is $75,000. Each written bid is required to be accompanied by a bid guarantee in the form of a cashier's check equal to ten percent (10%) of the bid amount. December 5, 2023, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA), is established as the time and place for a public hearing to open received bid packages and consider offers to purchase this surplus real property.

Mariposa County Planning Department
Project Vicinity Map



0 60 120 Feet

1:2,000

APN: 011-070-0030-

OWNER: COUNTY OF MPSA

ACRES: 10.06

NOTES: HORNITOS FIRE HOUSE

Surplus Properties

Zoning Designation

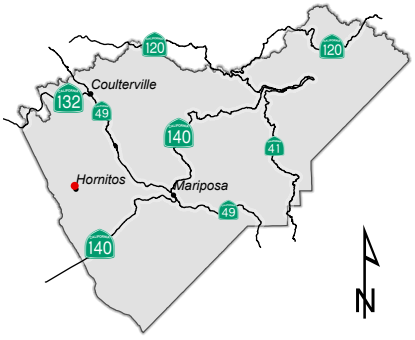
AE

TPAZ

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Monday, September 23, 2019
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 02/2019

Map Credit: BEN OGREN, Sr. GIS Specialist

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

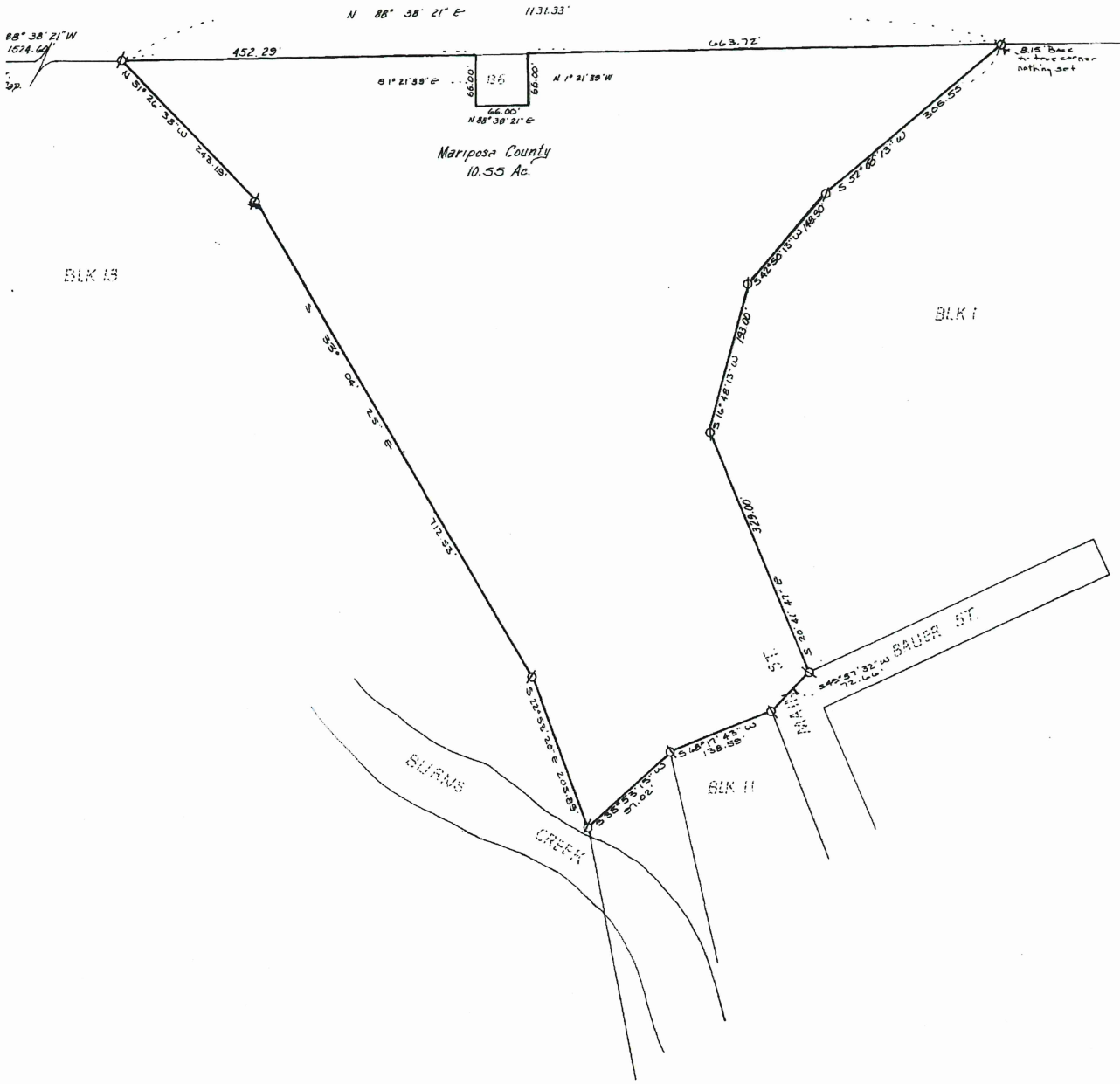


Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

RECORD OF SURVEY

TOWN OF HORNITOS

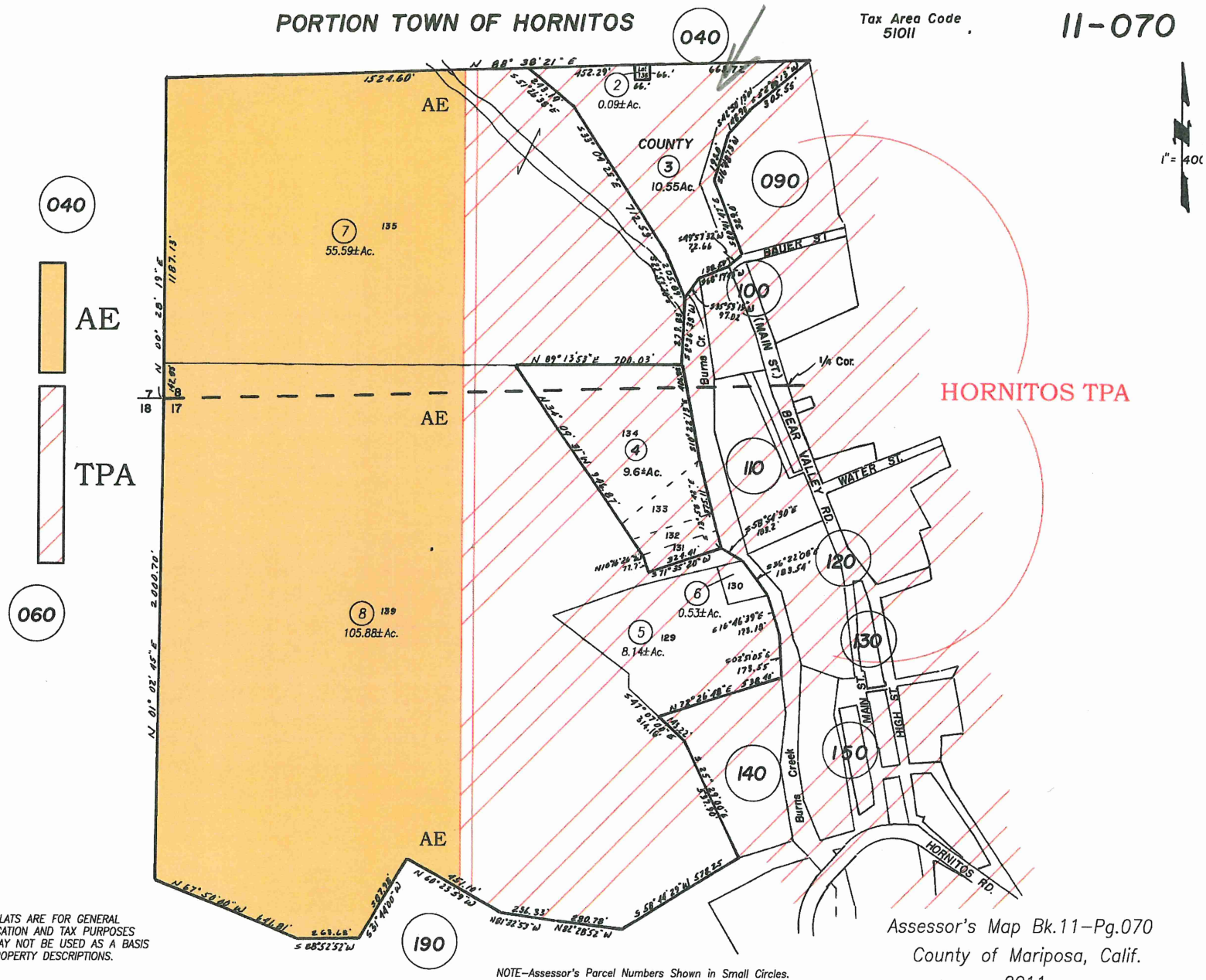


SHEET 22 OF 29

PORTION TOWN OF HORNITOS

Tax Area Code 51011

11-070



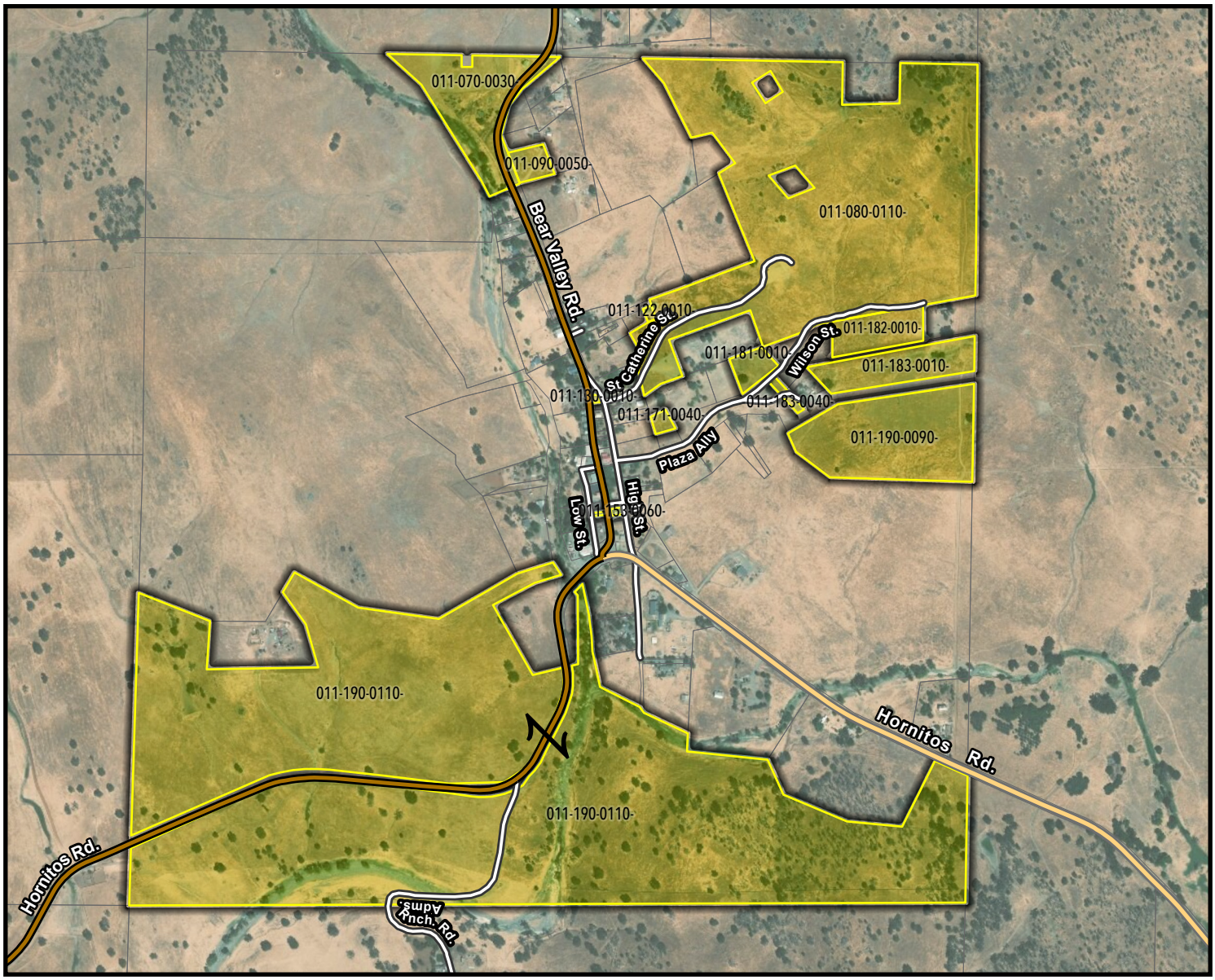
R.S. 214
215
217
1923
2030

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

NOTE–Assessor's Parcel Numbers Shown in Small Circles.

Assessor's Map Bk.11–Pg.070
County of Mariposa, Calif.
2011

Mariposa County Planning Department
Project Vicinity Map



0 500 1,000 Feet

1:12,000

Surplus Properties

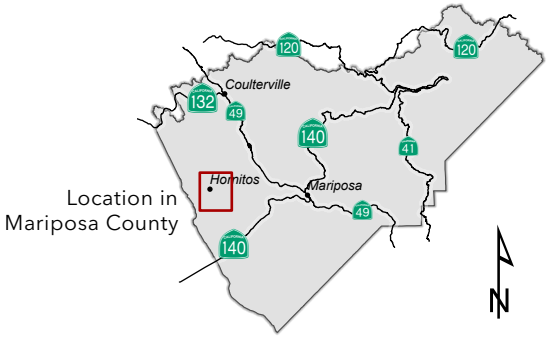
Assessor's Parcel Map

HORNITOS OVERVIEW MAP

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Monday, September 23, 2019
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 02/2019

Map Credit: BEN OGREN, Sr. GIS Specialist

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.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-644

MEETING:	December 5, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve an Agreement to Purchase Approximately 0.94 Acres of Real Property at 10304 Fiske Road in Greeley Hill, California; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Needed to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement to Purchase Approximately 0.94 Acres of Real Property at 10304 Fiske Road in Greeley Hill, California; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Needed to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

Purchase of this property, which was last used as a charter school, would facilitate improved service delivery, particularly with respect to health and social services, for residents in the northern portion of Mariposa County. The Health and Human Services Agency (HHSA) would be the lead department in the facility, but there is sufficient space for a sheriff substation and potentially some presence from other departments on a rotating basis.

The seller of the property is John Stone. Several appraisals have been conducted on this property in the last three years with results that have varied from $275,000 to $900,000. The most recent appraisal valued the property at $490,000. This action contemplates a purchase of the property at the negotiated amount of $500,000. Purchase and remodel of the property would be funded through HHSA grants and reserves.

Given the need to expand services in the northern portion of Mariposa County, the capacity of this facility, and the agreeable purchase price, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Staff has been looking for a more suitable location to deliver services in the north part of the county for several years. The current office in Coulterville is a small home in Coulterville that doesn't provide sufficient space to expand the service offerings there. With limited office or commercial space in Don Pedro, Coulterville, and Greeley Hill, finding an appropriate location has been difficult.

In 2019, staff toured the space with healthcare district staff and Supervisor Jones. The healthcare district was interested in purchasing the building in partnership with the County and dividing the space. Ultimately, the standards to which the building would need to be remodeled to meet healthcare district needs proved too costly and the healthcare district withdrew interest. The availability of grant

and reserve funds today that were not available in 2019 make a County purchase possible to consider at this time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. This property will not be purchased. Residents in the northern portion of the County will need to continue coming to Mariposa for many of the services we provide.

FINANCIAL IMPACT

No General Fund dollars are requested for this purchase. HHSA grants and reserves will be used for purchase and remodel.

ATTACHMENTS

1. **Purchase Sale Agmt - JS Stone Fiske Rd Property V3**

VOTE RESULT

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

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Agreement") is entered into this 5th day of December 2023, by and between the County of Mariposa, a political subdivision of the State of California ("Buyer"), and John and Sandra Stone ("Seller"), and is predicated on the following facts:

RECITALS

Seller is the owner of that certain real property consisting of approximately 0.94 acres located at 10304 Fiske Road in Greeley Hill, California, commonly known as Assessor's Parcel Numbers (APNs) 004-200-021 and 004-200-022 ("the Property").

Buyer desires to purchase the property to deliver local government services to residents in that area of the county.

Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   In consideration for the Property transfer from Seller to Buyer, and in recognition of the public purpose served by this transfer, Buyer and Seller agree as follows:

   A. The purchase price for the property shall be $500,000.

B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be: Intercounty Title in Mariposa, CA

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around December 22, 2023.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

   i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

      a. A preliminary report issued by Escrow Holder with respect to the Property; and
      b. Legible copies of all documents referred to in such preliminary report.

Buyer will obtain Title Documents from Escrow Holder. If Seller has Title Documents referenced in the preliminary title report, they will be provided upon request.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

iii. Approval of the County Board of Supervisors: The purchase of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

iv. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section

6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

John and Sandra Stone
P.O. Box 19
Groveland, CA 95321

TO BUYER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

SELLER:

John Stone

SELLER:

Sandra Stone

BUYER:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
Mariposa County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Receive a Presentation about Grants and the Work of the Grants Analyst

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation about Grants and the Work of the Grants Analyst. The grants analyst position has been active for approximately one year. This presentation will update the board on current grant processes and an overview of the grants landscape.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In November 2018, the Board approved the addition of an administrative analyst in the administration department to focus on grants. An incumbent was hired for the role shortly thereafter and held the position for approximately one year. In Spring 2020, the position was frozen as part of the fiscal response to COVID-19. The position was unfrozen with the Fiscal Year 2022-2023 budget and filled on February 15, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to hear about the County's grant efforts.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. 120523 Grants Analyst Presentation

VOTE RESULT

RESULT: **(UNANIMOUS)**
MOVER: None
SECONDER: None
AYES: None

Grants Analyst Presentation 12/5/2023

Objective: Diversify Revenue & Attract Outside Funding

In the past nine months, the Grants Analyst partnered with County departments to apply for over **$14 million** in grant funds. We've been awarded or recommended for award for **$9 million** in competitive grants.

Examples:

Fournier Road Improvement & Bridge Project



CALIFORNIA STRATEGIC GROWTH COUNCIL



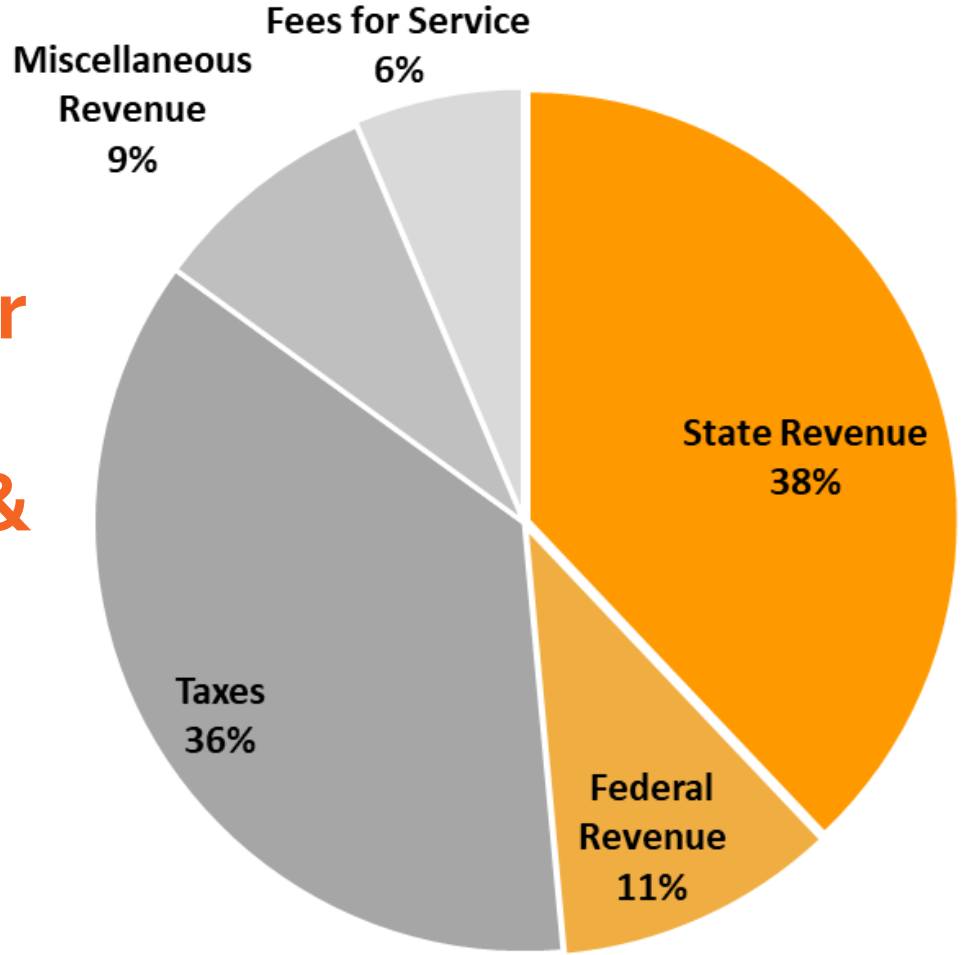
Grants Analyst as Writer/Editor:

- I visited with County Departments and asked about their needs.
- Overwhelmingly, there was an interest in having assistance with writing & editing, so I focused my work on individual applications.
- For grants coordination and management, there's a technological solution: Oracle
    - Oracle offers a grants management module and it's integrated with our accounting systems.

A grant is a financial award that does not need to be paid back.

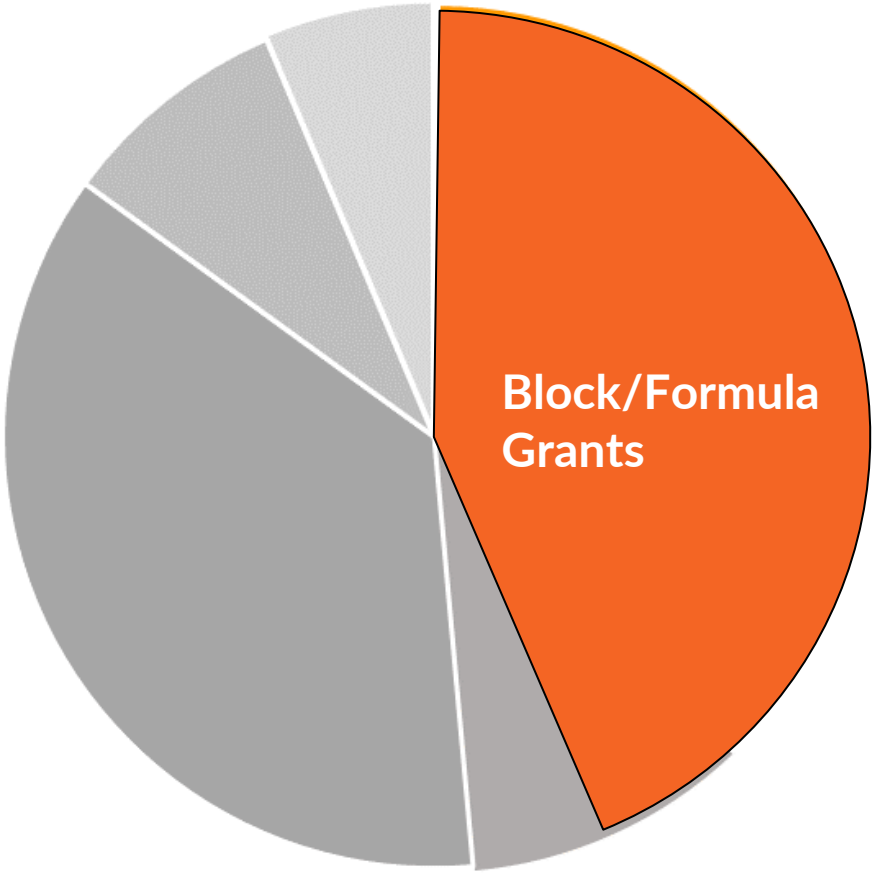
State & Federal funds account for almost half of County revenue & total over $50 million*

*Fiscal Year 2022 Data



About 90% of grant funds are formula or block grants

*Fiscal Year 2022 Data



Mariposa County's Grants Policy

Agency Heads are authorized to submit grant applications provided that:

- The grant would require no more than a $60,000 match;
- Additional personnel will not be required to implement the grant, if awarded; and
- The grant application does not require a resolution.

Regardless of the amount of the grant, the Board remains the only authority that can accept grants or awarded funding.

Grants-Related Recommendations

- **Utilize the Grants Management Module in Oracle**
- **Embed/designate grant writers on the teams that implement grant-funded projects (e.g., Public Works)**
- **Consider building grants collaboration into our organizational structure**
- **Always apply for administrative funds in grant applications!**
- **Expand the use of grant search tools within the County (e.g., eCivis, California Grants Portal)**

Thank you!

Will Fassett, Community Design & Development Planner
wfassett@mariposacounty.org

MARIPOSA COUNTY

Board of Supervisors

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Building Director (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None