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 12, 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.

C. Introductions

None.

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

Chair Menetrey noted the 2:00 PM item will be continued to December 19th, 2023, at 9:00 AM or soon thereafter and noted CA.8 requires a 4/5th vote.

Public comment was received by Mike Brusa/Resident who noted people are communicating about the government, and they seem not to be aware of their right to public comment. He noted why he came to voice his thoughts and opinions. He began to comment on CA. 1, noting the waiver of liability the government grants itself. He noted that action takes away a citizen's ability to hold the government accountable.

Supervisor Smallcombe commented on CA. 7 and 9 deferring to staff to comment further, but she noted her

anger with Senate Bill (SB) 43. She noted this legislation was adopted without consideration of jurisdictions, noting it offers no funding for implementation. She gave further background on SB 43. Joe Lynch/Health and Human Services Agency Director noted SB 43 is much like SB 2. He noted that in the past, the county could be flexible with how they managed and ran the programs. He noted SB 43 could impact up to $4 Million in funding. He noted they would dictate what the County can do with $3 - 5 million. He acknowledged the action of deferring is kicking the can down the road, but it will give the County time to devise a plan. Dr. Kristina Kehley/Division Director noted law enforcement could make the decision in the field, and the track team and clinicians could decide if an individual is gravely disabled.

Supervisor Smallcombe expressed her appreciation to those working through CA. 9 after the passing of the prior owner. She noted it took a lot of persistence, but this contract is much needed for the Fish Camp area.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
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 a Three Year Agreement with David Donn Consulting, Inc. for the Worker's Compensation Managed Care Program for an Amount Not to Exceed $63,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Board of Supervisors**

Ratify Letter of Support for the Upper Merced River Watershed Council (UMRW) WaterSmart Grant Application

CA4. **Clerk of the Board**

Department Head Signed Agreements

CA5. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

CA6. **Clerk of the Board**

Receive the Fiscal Year 2023-2024 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB)

CA7. **Health and Human Services Agency**

Adopt a Resolution of Intention to Defer Implementation of the Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43

CA8. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations in the New Capital Improvement Project (CIP) Fund Budget for Costs Related to the 5123 Jones Street Project ($40,000) (4/5ths Vote Required)

CA9. **Public Works**

Approve Agreement with Thunder Ridge in the Amount of $70,000 for Snow Removal; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Public Works**

Approve Task Order No. 4 with Black Water Consulting Engineers in the Amount of $237,600 for Yosemite West Wastewater Treatment Plant; and Authorize the Board of Supervisors Chair to Sign the Task Order

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

None.

G. Public Comment on Non-Agenda Items

Public comment was received by Jonathan Noel/Resident who noted the road in front of the Highschool is in "piss poor" shape. He asked how we get it paved or overlayed, noting the danger is up there, especially for the children. He asked who he could contact to repair and maintain the road.

Mike Brusa noted he started a new book. He noted he has discussed cherry-picking. He then discussed Thomas Payne and the French and English War.

Jeanne-Ann Pine/Resident thanked all involved in the Christmas parade. She noted everyone involved did a fabulous job.

H. Closed Session

Chair Menetrey read the closed session items. No public comment was received on any of them.

9:31 AM Chair Menetrey recessed the Board into closed session.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Discipline/Dismissal/Release (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

2. **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

3. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9; Number of Cases to be Discussed: 2

RESULT: CLOSED SESSION HELD

I. 2:00 PM Reconvene

1. **Planning**

PUBLIC HEARING: to Consider Adopting a Resolution Accepting the 2022 General Plan Annual Report Plan; and Approving the 2023 General Plan Amendments Schedule, County Project No. 2023-073

2:01 PM Chair Menetrey reconvened and noted this item was continued to December 19th, 2023, at 9:00 AM or soon thereafter.

RESULT: CONTINUED to December 19th, 2023, at 9:00 AM or soon thereafter

2:03 PM Chair Menetrey recessed the Board back into closed session.

Report Out

2:26 PM Chair Menetrey reconvened the Board meeting and reported that during closed session, the following occurred:

- Closed session item H,1, the Board took action to terminate Debbie Willis/Building Director with no severance per the severance policy by unanimous vote.
- Closed session item H.2, Information was received and direction was given.
- Closed session item H.3, the Board voted to reject Government Code Claim No. C23-21, presented by Anthony Silva, and Claim No. 23-22, presented by Erica Silva on November 15th, 2023, alleging damage to each claimant in the amount of $200,000,000 based on the County's alleged failure to investigate or confirm the credentials of an individual who represented to them to be a general contractor licensed by the state of California to accomplish installation of solar panels on their home. The vote was unanimous.

J. Board Information

None.

K. Adjournment

2:29 PM Chair Menetrey adjourned in memory of Brenda Lee Roberts and Walter Rottenkolber.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-645

MEETING:	December 12, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer
RE:	Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated

powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
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 2023-646

MEETING: December 12, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Three Year Agreement with David Donn Consulting, Inc. for the Worker's Compensation Managed Care Program for an Amount Not to Exceed $63,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Three three-year agreement with David Donn Consulting, Inc. for the Worker's Compensation Managed Care Program for an Amount Not to Exceed $63,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The contract will be through the Period of November 1, 2023, Through October 31, 2026, for an amount of $21,000 each year. The contract will be paid in equal monthly installment of $1,750.00

The County has been utilizing the Worker's Compensation Managed Care Program of David Donn Consulting, Inc. {aka: "Donn & Company," "DDC" and "DonnCo") since December 1, 2016. The Human Resources Department has been extremely pleased with the significant financial improvements, which totaled $205,559.00 for the last 12 months as evidenced by the latest program management report from DonnCo.

To continue with effective evaluation and continuous maximization of program performance, staff highly recommends approving the proposed Agreement for a three-year period, from November 1, 2023, through October 31, 2026, with an option to extend Worker's Compensation Managed Care Program of David Donn Consulting, Inc. (aka: "Donn & Company," "DDC" and "DonnCo") for two additional one-year terms at the sole discretion of the County. The current agreement's term ended October 31, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original Agreement was approved by the Board of Supervisors on December 15, 2016 with Resolution 16-518. It was next approved by the Board September 17, 2019 with Resolution 2019-535. DonnCo was approved for another 3 year agreement with Resolution 2020-594 on October 6, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement; amend this recommendation as the Board desires and adopt.

FINANCIAL IMPACT

Funds have been included in the Administrative/Human Resources FY 2023-2024 budget for David Donn Consulting, Inc. (aka: "Donn & Company," "DDC" and "DonnCo")

ATTACHMENTS

1. **DonnCo 2023-2026 a**
2. **COI DonCo**
3. **David Donn Incentive Calculations**

VOTE RESULT

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

AGREEMENT FOR WORKERS' COMPENSATION MANAGED CARE PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of October 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Donn & Company, 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 3 years, commencing on 11/1/2023 through and including 10/31/2026. This Agreement may be extended for two 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 CAO or his/her designee is authorized to execute such written approval on behalf of the County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall implement and oversee the Worker's Compensation Managed Care Program 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

The maximum compensation payable to Contractor under this Agreement is $63,000 for a three year term of 2023-2026, or $21,000 per year, payable monthly in equal installments of $1,750.00 as set forth in Exhibit B, "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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall 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:

Court L. Orsborn, President
Donn & Company
1388 Sutter Street Suite 800
San Francisco, CA 94109

COUNTY:

County of Mariposa

P.O. Box 1917
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

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	Court L. Orsborn, President
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Exhibit A Scope of Work Donn & Company

Mariposa County Program Summary

November 2023

I. **Summary**

Like all self-insured employers, the County employs Workers' Compensation Bill Review (WC BR) services to reduce the County's WC medical costs. BR is a niche industry with no regulatory oversight over its financial performance or financial reporting. In January 2D16, the County engaged Donn & Company (DonnCo) to assist in competitively bidding for WC managed care services (BR and Utilization Review, or UR), implement a high-performance carveout program, and ongoingly audit and enforce this carveout with the selected managed care vendors (Definiti for BR, TPA AdminSure for UR).

DonnCo is an independent advisory firm specializing solely in implementing and overseeing. high-performance carveout WC managed care programs for self-insured payers. In effect DonnCo is an auditor and outsourced manager of these programs, improving the medical cost reductions achieved by BR vendors and also reducing BR vendor fees. DonnCo achieves this improved financial performance through a three-pronged model:

1. Corporate Independence - DonnCo does not represent or receive any compensation from managed care firms.
2. Group Purchasing Power- DonnCo combines the total buying power of all clients to leverage preferred terms with managed care vendors. Specifically, DonnCo has awarded a large percent of Definiti's total revenue (the County's BR vendor).
3. Industry-Specific Expertise.-DonnCo focuses solely on WC managed care, and has extensive insider knowledge of these niche products.

Exhibit B Cost Proposal

A. **Payments to DonnCo:**

1. A DonnCo Model Enforcement & Audit Fee that is$21,000/year, billed in equal monthly payments of $1,750/month for each, month of DonnCo Model Enforcement & Audit provided.

Donnco Model Enforcement &Audit Fees are *fully* guaranteed, meaning that if annual Program Improvement {defined *below)* falls short of all paid portions of DonnCo Model Enforcement &Audit Fees after each *year* of operation of the Program, DonnCo will refund 100% of the shortfall to the County. For example, If first-year Program Improvement under the new Program totals $15.000, DonnCo will refund $6.000 to the County (equal to the portion of DonnCo Model Enforcement &Audit Fees paid in excess of $15,000). Any such refunds will be issued by DonnCo within 30 days of receipt of DonnCo-validated service provider reporting for the first twelve months of new Program operation.

Program Improvements are defined as the following figures achieved during DonnCo **Model** Enforcement &Audit tenure:

- Improvement to Bill Review Savings;
- Improvement Program Servlce Fees; and
- Recaptured Overcharges and Overpayments.

1. Definitions: The Bill Review services purchased by the County act to reduce the County's gross billings from medical providers{i.e. physicians, hospitals}. These billing reductions are "Bill Review Savings." "Program Service Fees" are all service fees charged to the County for all Program services (Bill Review and Medical Management).
2. Improvement to Bill Review Savings" for each month equals the difference between 1) the current month's actual Savings results and 2}the product of i}Tristar average Bill Review savings for the period 10/1/14-9/30/l5 times ii) the county's current month's medical charges.
3. "Improvement to Program Service Fees" equals the difference between l}the current month's new Fees and 2}the product of i) Tristar average per-unit fees **for** each Program service over the period 10/1/14-9/30/15times ii}the respective units incurred in the Program in the current month.
4. "Recaptured Overcharges and Overpayments" includes any Fee overcharges and medical **provider** overpayments identified by DonnCo and reimbursed to the Cou11ty. Overcharges/overpayments that are acknowledged or identified, but not reimbursed, are not included in Program Improvement.

Client Confidential-No to be distributed outside recipient organization without prior DonnCo approval.

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5. Program Improvement also excludes any material environmental factors that impact Savings performance, which may include but not be limited to material changes to state fee schedules for reimbursement of Workers' Compensation medical providers and material shifts in the County claim compensation. The County and DonnCo will decide by mutual agreement whether or not any environmental factor *is* material, based on numeric data available to both parties.

B. Payment Schedule, Engagement Term and Termination:
DonnCo Model Enforcement &Audit fees; DonnCo Model Enforcement & Audit Fees are due within 30 days of invoice receipt. DonnCo will invoice DonnCo Model Enforcement &Audit Fees upon delivery of DonnCo's monthly program management reports, which are sourced from service providers reports.

This Agreement and any extensions thereof may be terminated fur convenience, with or without cause, by either Party, with written notice prowled at least 60 (sixty) days prior to such termination.

Upon termination of this Agreement, the County's license to the DonnCo Model and Donn Co Services will also terminate, and the County and its Service providers shall retain no rights to use of the DonnCo Model. Any outstanding fees will be due to DonnCo thirty (30) days from Agreement termination.

C. Expenses:

Expenses will be billed at cost and as actually accrued and are due within 30 days of invoice receipt. Reasonable travel expenses include car mileage reimbursed at the prevailing mileage rate, hotels, coach airfare, meals and tips. Other expenses billed include telephone charges related to conference, calls (applies only when using conference services}and express delivery charges. DonnCo does not bill for fax, administrative work, telephone, copies or related office expenses. Any single expenses over $500 will be discussed with the County prior to expenditure.

Client Confidential-No to be distributed outside recipient organization without prior DonnCo approval.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2023

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 Jaffe-Schlossberg, Inc. 2036 Paradise Dr., Ste 3 Tiburon CA 94920	CONTACT NAME: Brady Ward PHONE (A/C, No, Ext): (415) 221-5340 FAX (A/C, No): (415) 221-5395 E-MAIL ADDRESS: brady@jaffe-schlossberg.com
INSURED Donn & Company 1388 Sutter St Ste 800 San Francisco CA 94109	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Ins Co, LTD — 11000 INSURER B : Rated By Multiple Co — 00914 INSURER C : Lloyds of London — 1404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2011305715 **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:	Y		57SBANS1594	12/03/2022	12/03/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		57SBANS1594	12/03/2022	12/03/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			57SBANS1594	12/03/2022	12/03/2023	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 [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WECGB0988	10/31/2023	10/31/2024	[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
C	Professional Liability			ATR2301709	05/04/2023	05/04/2024	Each Claim Limit Aggregate	$1,000,000 $3,000,000

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

The Certificate Holder is named as an Additional Insured per the Business Liability Coverage SS0008 attached to this policy.

CERTIFICATE HOLDER

Mariposa County
4988 11th Street, Suite B
PO Box 1917
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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David Donn Consulting, Inc.

Definiti Performance Incentive Calculation - Mariposa County

Measurement Period: OCT 2022 - MAR 2023

Application Period: MAY 2023 - OCT 2023

Issued Date: 4/19/2023
Printed on: 11/28/2023

1) Definiti Gross Savings Performance Measurement

Measurement Period[1]	Gross Charges[2]	Gross Savings[2]	Gross Savings %
OCT 2022	$11,891	$5,716	48.073%
NOV 2022	$13,042	$9,818	75.281%
DEC 2022	$31,394	$16,199	51.599%
JAN 2023	$3,333	$1,711	51.319%
FEB 2023	$31,717	$24,520	77.310%
MAR 2023	$21,376	$15,267	71.423%
Total	**$112,753**	**$73,231**	**64.949%**

2) Definiti Performance Incentive Calculation

Gross Savings % Benchmark	**67.000%**
Overall Period Net Savings %	64.949%
Savings Points Above Benchmark[4]	-2.051%
Percent Above Benchmark[5]	**-3.062%**

3) Definiti Current Period Adjusted Rates

Service Line	Base Rates	Adjusted Rates
Medical Bill Review ("MBR")	$13.40	$12.99
PPO Rate - Blue Cross	26.0%	25.20%
PPO Rate - HealthSmart	18.0%	17.45%
PPO Rate - Rock Port	21.0%	20.36%
Third-Party Sepcialty Bill Review ("SBR")	18.0%	17.45%

Notes:

[1] Measurement Period is the time period used to calculate current Definiti Gross Savings which in turn is the basis for performance incentive adjustments to Medical Bill Review, PPO, and Third-Party Specialty Bill Review fees.

[2] Net of all charges/savings associated with full and partial duplicate bills, examiner-directed bill payment, full-pay bills, non-reviewable documents such as provider appeal letters, and Utilization Review/legislated medical utlization limits (i.e. 24-visit PT/OT/Chiro cap). Savings include the net negative impact of reconsiderations.

[3] Includes Medical Bill Review, PPO, and Third-Party Specialty Bill Review Fees.

[4] The nominal difference in percent points between actual savings and savings benchmark, calculated by: actual minus benchmark.

[5] The percent difference between actual savings and savings benchmark, calculated by: (actual minus benchmark) divided by benchmark.

[6] For any Measurement Period in which Gross Savings exceeds 67.00%, all Base Service Rates will be increased by the percentage by which Gross Savings Percent exceeds 67.00%, defined as the percent difference rather than the nominal difference in percent points.

David Donn Consulting, Inc.

Definiti Performance Incentive Calculation - Mariposa County

Measurement Period: APR - SEPT 2023

Application Period: NOV 2023 - APR 2024

Issued Date: 10/19/2023
Printed on: 11/28/2023

1) Definiti Gross Savings Performance Measurement

Measurement Period[1]	Gross Charges[2]	Gross Savings[2]	Gross Savings %
APR 2023	$19,102	$13,362	69.948%
MAY 2023	$10,535	-$3,763	-35.722%
JUN 2023	$34,891	$23,260	66.666%
JUL 2023	$33,517	$20,798	62.052%
AUG 2023	$45,481	$36,289	79.789%
SEPT 2023	$55,212	$42,382	76.762%
Total	**$198,739**	**$132,328**	**66.584%**

2) Definiti Performance Incentive Calculation

Gross Savings % Benchmark	**67.000%**
Overall Period Net Savings %	66.584%
Savings Points Above Benchmark[4]	-0.416%
Percent Above Benchmark[5]	**-0.621%**

3) Definiti Current Period Adjusted Rates

Service Line	Base Rates	Adjusted Rates
Medical Bill Review ("MBR")	$13.40	$13.32
PPO Rate - Blue Cross	26.0%	25.84%
PPO Rate - HealthSmart	18.0%	17.89%
PPO Rate - Rock Port	21.0%	20.87%
Third-Party Sepcialty Bill Review ("SBR")	18.0%	17.89%

Notes:

[1] Measurement Period is the time period used to calculate current Definiti Gross Savings which in turn is the basis for performance incentive adjustments to Medical Bill Review, PPO, and Third-Party Specialty Bill Review fees.

[2] Net of all charges/savings associated with full and partial duplicate bills, examiner-directed bill payment, full-pay bills, non-reviewable documents such as provider appeal letters, and Utilization Review/legislated medical utlization limits (i.e. 24-visit PT/OT/Chiro cap). Savings include the net negative impact of reconsiderations.

[3] Includes Medical Bill Review, PPO, and Third-Party Specialty Bill Review Fees.

[4] The nominal difference in percent points between actual savings and savings benchmark, calculated by: actual minus benchmark.

[5] The percent difference between actual savings and savings benchmark, calculated by: (actual minus benchmark) divided by benchmark.

[6] For any Measurement Period in which Gross Savings exceeds 67.00%, all Base Service Rates will be increased by the percentage by which Gross Savings Percent exceeds 67.00%, defined as the percent difference rather than the nominal difference in percent points.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-647

MEETING: December 12, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify Letter of Support for the Upper Merced River Watershed Council (UMRW) WaterSmart Grant Application

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RECOMMENDATION AND JUSTIFICATION

Ratify Letter of Support for the Upper Merced River Watershed Council (UMRW) WaterSmart Grant Application.

This letter was submitted to the Upper Merced River Watershed Council on Tuesday, November 28th, 2023.

The Letter of Support for the Upper Merced River Watershed Council (UMRW) WaterSmart Grant Application falls under the Thriving Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that fall within the legislative platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Ratify UMRWC Letter of support 11-28-23**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
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

District 1 ... Rosemarie Smallcombe
District 2 ..... Shannon Poe
District 3 ..... Danette Toso
District 4 ..... Wayne Forsythe
District 5 ..... Miles Menetrey

Dallin Kimble
County Administrative Officer

Danielle Bondshu
Clerk of the Board

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

November 27th, 2023

The Upper Merced River Watershed Council
PO Box 5008-201
Mariposa, CA 95338

Bureau of Reclamation WaterSMART Cooperative Watershed Management Program Grant

Dear Upper Merced River Watershed Council,

On behalf of the Mariposa County Board of Supervisors, I urge you to approve the Upper Merced River Watershed Council's application for the WaterSmart Grant Program to implement the water quality, education, and stewardship initiatives contained in its newly adopted Watershed Work Plan. UMRWC's application would facilitate a collaboration of stakeholders interested in preserving natural resources, mitigating the effects of disasters, enhancing recreational opportunities, and ensuring the Wild and Scenic Merced River will be enjoyed by many generations to come.

The Merced River meanders more than 145 miles with most of those miles traveling through Mariposa County. 122.5 miles are protected by the Wild and Scenic Rivers Act. Except for small sections of privately owned land in the Merced River Canyon, the waters of the Merced flow over federal lands managed by Yosemite National Park, the Stanislaus National Forest (contracted for management purposes to the Sierra National Forest), and the Bureau of Land Management (BLM).

In addition to being a delightful resource for Mariposa, the Merced River is enjoyed by the nearly five million annual visitors that come to recreate on public lands. Those visitors are essential to Mariposa County's economy. Further downstream, the Merced River supplies water for the San Joaquin Valley, called "the food basket of the world," which produces two-thirds of the nation's fruit and ninety percent of nuts grown in the United States.

In the last five years, Mariposa County has experienced an increase in both the frequency and scale of natural disasters. More than 82,000 acres burned adjacent to the Merced River in the 2017 Detwiler Fire. The river canyon was the focus of the 2018 Ferguson Fire, which burned

more than 97,000 acres. Drought, tree mortality, floods, wildfires, rock falls and other disasters have impacted our landscape, our economy, and our quality of life. With disasters and related impacts far beyond the County's ability to mitigate, we continue to depend on nonprofit, state, and federal partners for our success.

UMRWC has, for most of the last twenty years, focused on maintaining collaborative relationships with the U.S. Forest Service and BLM to protect and restore trails in and around the Merced River Canyon. Now, in the face of escalating disasters, those relationships are increasingly important for preservation and restoration of watersheds, forested lands and native flora and fauna. All available resources are needed to engage stakeholders and facilitate the identification and achievement of shared goals and objects.

UMRWC led many such conversations for two decades, enlisting hundreds of volunteers to remove invasive weeds, clear and maintain trails and remove trash from along the Merced River. While UMRWC has suffered setbacks, including funding cuts and a fire that destroyed most of their records, its members created a framework for collaboration that continues today and is vital to our shared future.

WaterSmart grant funds would permit the UMRWC to not only solidify its role as convener of stakeholders focused on the health of the Merced River, but also to expand its reach to include other agencies, more community organizations and individual members and volunteers. The funding would support the development of a shared vision and a strategic work plan focused on remediation of damage caused by recent fires and floods.

The UMRWC and implementation of initiatives contained in its newly adopted Watershed Work Plan can facilitate the preservation of the natural resources in the Merced River watershed for generations to come, thereby providing continued support of our economy and the health of our community. For these reasons, and for the benefit of our residents and the millions of Americans that benefit from the recreational and agricultural opportunities afforded by the Merced River, I urge your approval of the UMRWC grant application.
Thank you for your favorable consideration,

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 12, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION

Department Head Signed Agreements

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received, and Processed in November of 2023.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

ATTACHMENTS

1. **Department Head Approved Agreements 12-12-23**

VOTE RESULT

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

Department Head Approved Agrement

Board Agenda Item for December 12th, 2023

Contractor	Amount	Term	Service	Department
Happy Goat Inc	$12,000	11/1/23 to 1/31/24	Grazing Services	HHSA
Jennifer Moore	$20,000	11/17/23 to 10/31/24	Counseling	HHSA
Sacramento Behavioral Healthcare Hospital	$15,000	7/1/22 to 6/30/23	Inpatient	HHSA
Michelle J. Brown	$10,000	11/1/23 to 10/31/26	Legal Services	HHSA
Scott's Cleaning Services	$3,900	10/1/23 to 11/30/23	Cleaning	HHSA
A&M Flooring	$19,954	12/20/23 to 12/26/23	Government Center Board Chambers Carpet	PW
Mariposa Alarm and Video	$3,570	12/4/23 to 1/16/24	Roadside Rest Cameras Installation	PW
Strong Septic Service	$1,600	11/1/23 to 11/30/23	Yosemite West Sludge Removal (Clarifier)	PW
Jones Snyder & Associates	$11,326	3/28/22 to 2/15/24	Land Surveying Services in Yosemite West	PW
Mobile Wireless	$7,024	12/30/23 to 12/29/24	NetMotion Complete (Secure Access)	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 12, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION

CAO (Purchasing Agent) Signed Agreements.

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in November of 2023.

Per Resolution 05-400, the Board is to receive a monthly information item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CAO approved agreements 12-12-23**

VOTE RESULT

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

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for December 12th, 2023

Contractor	Amount	Term	Service	Department
Mariposa Masonic Hall Association	$500	12/13/23 to 12/14/23	Rental of Mosonic Hall for Strategic Planning/Board Workshop	ADMIN
Stericycle for Hard Drive Disposal	$7,000	10/26/23 to 12/25/23	Stericycle for Hard Drive Disposal	ADMIN
Wendy Brown Creative Partners	$4,725	8/1/22 to 12/31/23	Desk and Classification Study	ADMIN
Bryan B Cooper	$19,200	1/1/24 to 12/31/24	Lease of Building	HHSA
A&M Flooring	$29,968	1/8/24 to 2/29/24	Hall of Records Carpet	PW
Sierra Communications & Construction Inc.	$24,905	11/20/23 to 1/20/23	Tree Planting Darrah Road Bridge	PW
Rosebough Mortuary Services	$50,000	7/1/23 to 6/30/24	Mortuary Services	SO

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 12, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the Fiscal Year 2023-2024 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB)

RECOMMENDATION AND JUSTIFICATION

Receive the Fiscal Year 2023-2024 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB).

Pursuant to Streets and Highways Code Section 36650, the YMCTB is required to report annually on its operations and is to file the report with the clerk of the legislative body.

Attached is the YMCTB's Fiscal Year 2023-2024 report that the Clerk of the Board received on November 6th, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The YMCTB was first formed by the Board of Supervisors for a five year term on April 1, 2008, with resolution 2008-129 under provisions contained within California's Streets and Highways Code (S&H).

Under those same S&H provisions, the YMCTB was extended for an additional five years by Resolution 2013-162 on April 23, 2013; and later for a ten year term via the adoption of Resolution 2018-186 on April 24, 2018.

Since its initial formation, the YMCTB has reported annually to the Board

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

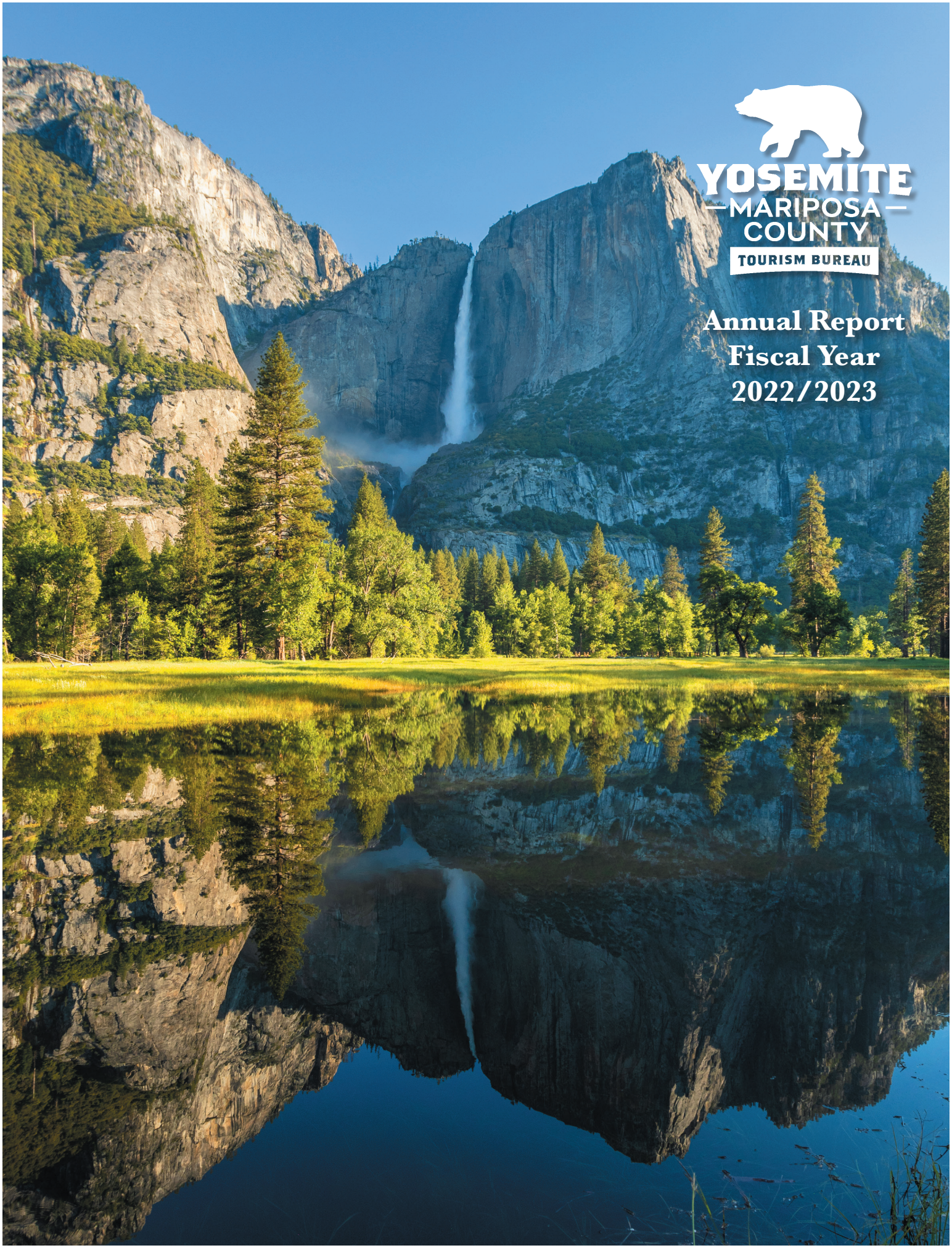
No action is being sought.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 2023-2024 Annual Report -TB



Annual Report
Fiscal Year
2022/2023

Dear Lodging and Business Partners,



The 2022/2023 fiscal year was a roller-coaster for the tourism economy here in Mariposa County. The Yosemite National Park reservations system depressed travel to our region during the summer months through September 2022. Then pent-up demand in October created larger than normal visitation for that time of year.

A few months later, the record-breaking winter weather turned tourism on its head yet again as the park closure for historic snow amounts in Yosemite Valley- and then potential flooding - provided some uncertainty for potential visitors. As a result, late winter and spring visitation was virtually cut off.

Additionally, the month of February 2023 experienced good weather, but visitation was limited due to a last-minute implementation of a Yosemite NP vehicle reservation system to limit vehicle congestion related to the Firefall/Horsetail Fall event. The short notice caused significant cancelations of planned visits to the region's lodging businesses.

The historic snowpack kept waterfalls flowing long into the summer creating high demand for Yosemite Valley visitation, but High Sierra travel and visitor disbursement from the Valley was challenged as Highway 120 was closed due to road damage. Glacier Point Road and Tioga Pass were delayed in opening due to construction and snow. Tioga Road, in particular, did not open until July 22nd.

Despite these ups and downs, YMCTB remained adaptable, doing our best to meet all of these challenges with appropriate messaging and tactics. Overall, TOT collections fell short of previous year collection due to the peak season vehicle reservation system in Yosemite as well as impacts from the Oak and Washburn fires. The following are some of our accomplishments for 2022/2023.

Our BRAND NEW Yosemite.com!

First and foremost, I want to acknowledge the significant work completed by YMCTB staff and our digital agency Noble Studios in creating and launching what we feel is an award-winning new website! The website is a $200,000 ground-up new build, replacing the previous website that had only been mildly refreshed during the last 11 years. We encourage you to explore the new www.yosemite.com website. There are thousands of pages of content and information that assist visitors in choosing Yosemite Mariposa County as a key destination to visit over other regional and state destinations. The website's number one goal is to drive lodging and business referrals, conversions and bookings on lodging & business websites. These bookings ultimately result in strong TOT and tax revenues for Mariposa County.

Destination Vacation Planner

We have also completely reworked our vacation planner. The new planner is organized around eight regions within Mariposa County - four inside the park and four outside the park. These different regions help YMCTB explain the breadth of places to stay and things to do throughout the county. This new direction took significant work over two years to create new maps, new written content and design a brand new 94-page document. The regional approach is also found on Yosemite.com. The vacation planner is intended to have a long shelf life and be used by potential visitors for current and future travel.

International Visitation

International visitation represents 25% of all tourism travel through Mariposa County. Specifically impacting visitation to our region during late summer and fall. Although not fully recovered as a segment, YMCTB staff canvased our key in-bound countries with sales and marketing efforts. In-person visits included sales and travel trade meetings, travel agent and call center trainings, and consumer events in thirteen cities, including key locations in the United Kingdom, Denmark, Sweden, Norway, Germany & Switzerland.

YMCTB also maintains contracted highly effective sales and public relations / earned media offices in the UK, Germany, Australia, and Scandinavia. Although international visitation is only back to 55% of pre-pandemic levels in the US, California

and Yosemite Mariposa have experienced a higher level of return due to our direct and paid media efforts, seeing return visitation of up to 85% of pre-pandemic levels from the UK.

Paid Social Media
Social media companies have continued to shift their algorithms and processes. To meet these changes in 2022/2023 required a significant shift from organic posts to paid social advertising. YMCTB staff were able to continue to grow social media followers and maintain positive engagement on important channels, specifically Meta (Facebook and Instagram), YouTube and TikTok. This has been so successful that we have condensed our multiple strategies per channel into an overarching social marketing initiative.

Mariposa County Content and Creative Assets
In line with our goals for distinguishing the different regions around the county, we have written website articles that focus on activities outside the park or those less-visited areas inside the park. We have also invested in new creative assets – both photos and video – that emphasize both the park and the beauty and opportunities outside the park. The cover photo as well as those on our "Goals" page are from a photo shoot in June 2023.

Looking forward to 2023/2024, there are several important items to note:

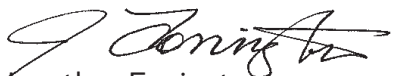
YMCTB 2023/2024 Budget
Overall, YMCTB's revenue forecasted budget for the coming year was increased slightly in anticipation of higher summer revenues with no park vehicle reservation system. YMCTB will also use prior year cash reserves to add marketing tactics to increase fall, winter, and spring tactics as well as off-set inflation or rising cost of paid media. Although the county contribution to YMCTB is less than 10% of pre-COVID amounts, the 1.5% TBID is helping ensure "off-season" lodging and visitation, revenue and taxes to the region is aggressively promoted by YMCTB.

New Creative Agency
With the increase in TBID funds over the past four years and the demand this put on our small staff, YMCTB issued and awarded an RFP for creative marketing and design support services. The RFP includes a separate response for a "brand refresh," or funds to refresh our animal creative campaign created in 2016. The overall look and feel of the creative remain solid, but after eight years of use, it is time for an update. Noble Studios, which has been our digital agency of record since 2016, won the new creative contract in September 2023.

Increased International Public Relations/Earned Media Support
As the Yosemite Mariposa County lodging market has matured, so have the limitations on contracts or international booking access to individual lodging inventory. Our ability to "sell" Mariposa County lodging inventory to the international market has reduced, but not the need to increase exposure of international consumers to our county and Yosemite. Rather than attend significant numbers of international B2B conferences & travel trade events, moving towards impacting international earned media/editorial in-market will stimulate interest and visitation to the county and YMCTB constituents.

YMCTB's strategy is to increase earned editorial or digital and print media written about our region. It is proven that people reading a news article or blog about our region has a profound impact over paid media and ads. In addition to the UK, our #1 international inbound market, YMCTB has added international Public Relations representation to our retained representation firms in Germany and Australia, our #2 and #3 markets. Domestically we continue to work with Jennifer Sweeney Communications, who specializes in California and domestic based editorial coverage. YMCTB has added budget for paid social media Content Creators as well.

Our strategies for the 2023/2024 fiscal year are our road map, but we always expect some detours. Yosemite National Park's Superintendent stated this October 2023 that there will be another "Pilot Program" restricting vehicle access to Yosemite NP in 2024. YMCTB will begin early planning for this vehicle and visitation restriction. We are good at adjusting, pivoting and being nimble when world and local events dictate. We have a plan, but as always, we remain flexible. Unfortunately, it will not be possible to replace revenue and tax collections lost due to the park access restrictions. We will shift as much visitation as possible to shoulder and off-peak visitation periods.



Jonathan Farrington
CEO / Executive Director

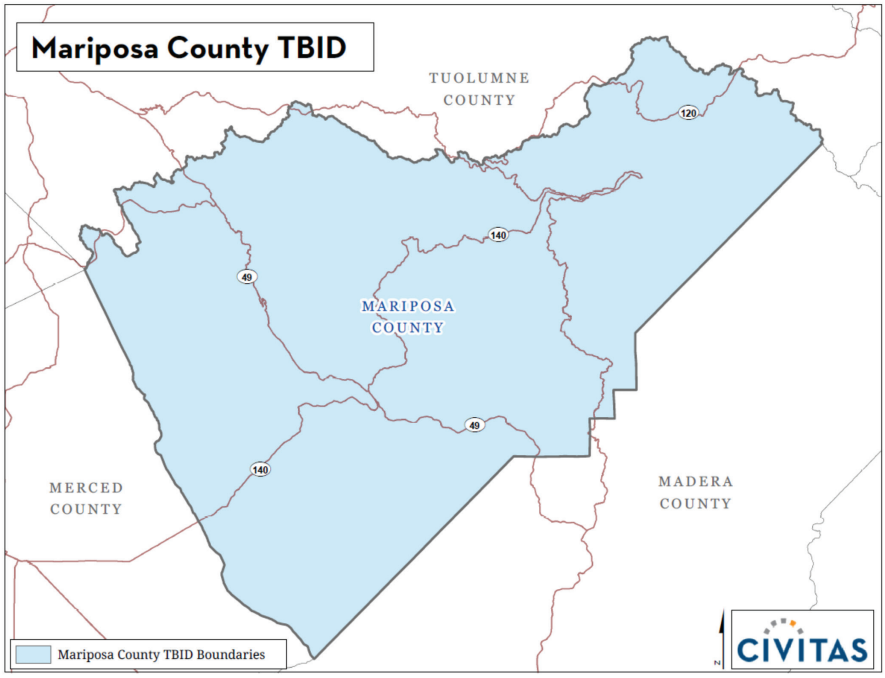
TBID Assessment

Mission Statement

The Yosemite Mariposa County Tourism Bureau is the branding, sales, and marketing agency responsible for positioning Yosemite Mariposa County as the destination of choice for leisure and group business for the economic benefit of the region.

Key Strategic Initiatives

- Promote off season overnight visitation
- Educate customers and constituents
- Operate a fiscally sound and effective business
- Foster positive relationships with key stakeholders and partners



TBID Statement

There are no proposed changes to the boundaries or assessed business. The TBID assessment rate for the 2023/2024 year is 1.5%.

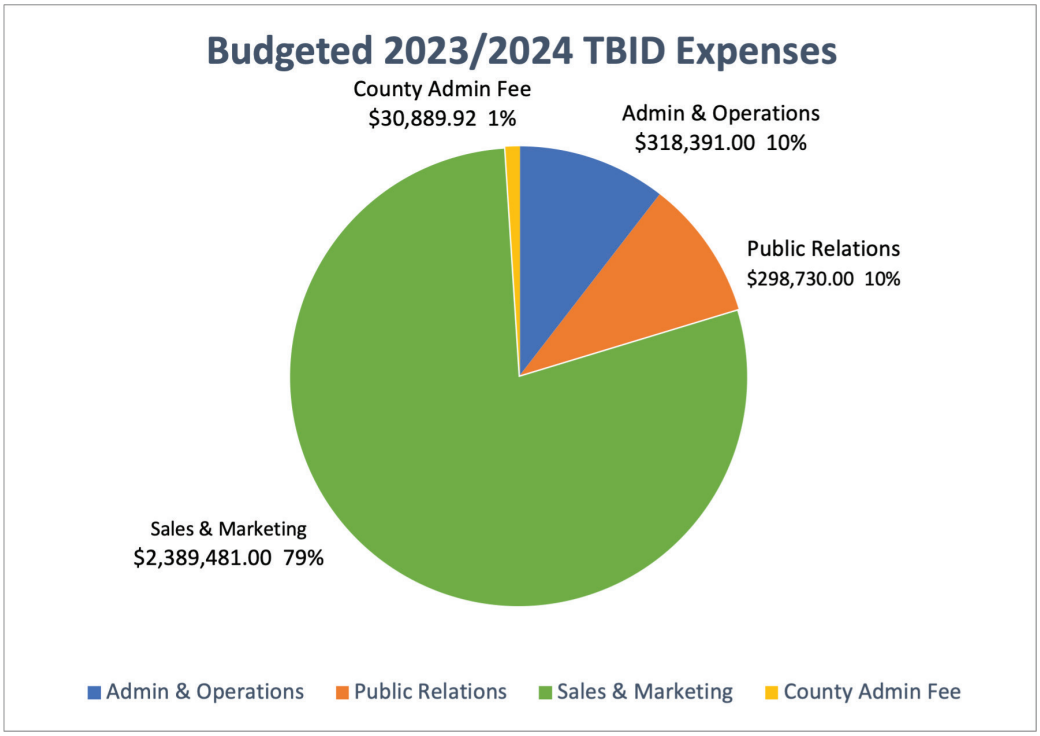
This TBID rate became fixed on December 31, 2022. 2022/2023 Mariposa County grant funding was $50,000.

The district will continue to include lodging businesses, existing and in the future, available for public occupancy within the boundaries of the County of Mariposa, as shown.

TBID Expenditures: Carryover from 2022/2023 and 2023/2024 Budget

At the end of the 2022/2023 fiscal year, the Bureau had a TBID carryover balance of $0. After spending, the bureau planned for a deficit that fiscal year and decreased its cash balance to make sure that the region was being marketed as fully as possible.

The 2023/2024 budget was developed with the same intent: spend all TBID income for the year plus use prior cash reserves to reduce balances to reasonable and approved levels so that lodging partners receive maximum benefit from YMCTB's marketing efforts.



2023/2024 Annual Budget Notations

The overall YMCTB budget has increased this year by 13%, allowing the tourism bureau to increase its Sales & Marketing and Public Relations budgets by $318,000.

A key initiative this year is to upgrade the creative used for our marketing both seasonally and from a brand perspective. An RFP was issued in early August 2023 to find a creative agency and this year's budget includes funding for both a creative refresh for the YMCTB brand and ongoing creative services and the buying of media.

In addition to the travel trade services that YMCTBs contracted international representation firms currently provide, the budget for international public relations representation has been increased. Msi in Germany and Gate 7 in Australia will provide public relations support starting in 2023/2024. Black Diamond in the UK also currently provides both travel trade and PR services and Atlantic Link in Scandinavia will continue to focus on travel trade representation.

As always, maintaining flexibility is critical during these times as conditions can change significantly with little notice.

- Wildfires, rock falls, potential government shutdowns, extreme weather events, and other unforeseen challenges can significantly disrupt the tourism economy with little to no notice.
- The Board of Directors has given the CEO / Executive Director discretion to manage the budgeted expenses given the changing situation.

Goals for 2023/2024

YMCTB continues to monitor impacts on tourism due to the economy. International exchange rates are not favorable for long-haul travel to the USA. Obtaining a visa to enter the USA can take over 400 days, 2.5 times longer than prior to the pandemic. High fuel prices, rising interest rates, and other economic factors impact travel both by Californian's and international visitors. Rising media costs are also requiring the bureau to continue to stretch marketing funds as far as possible.

Our staff continue to update our 3-year rolling marketing strategy and plan. For the 2023/2024 plan year, we have set new goals intended to continue to increase our efficacy. The following is a summary of our goals:

1. Develop and implement new creative strategy with chosen agency. As described in the Executive Summary, the hiring of a new creative agency will provide a fresh perspective on YMCTB creative assets. The bureau has been utilizing creative developed eight years ago and it is a time for an update.

2. Continue to hone Yosemite.com As our primary asset, the new Yosemite.com is a significant improvement and very mobile-friendly, reflecting how the majority of visitors interact with the site. All websites require ongoing optimization, content updates, and other minor improvements to stay relevant as possible.

3. Focus more resources on public relations work in international markets. Our four international offices have provided strong travel trade representation. Starting this year, we will also have public relations support in Germany, Australia and the UK.

4. Host travel trade and media FAMs. Starting last year, we began to see a significant increase as FAMs (familiarization trips) for both travel trade and media. We have increased our budget to cover the additional costs of hosting these important visitors. We have also increased our budget for carefully vetted paid content creators who have a strong following on social media.



Old Town Mariposa

5. Redesign the Mini-DVP. As a complement to our newly published Vacation Planner, we will redesign our brochure-style planner used in trade shows, especially in our international markets.

6. Continue to focus our social media strategy on best practices and investment. There's one thing that is consistent in social media marketing: nothing stays the same. With constant change to algorithms, processes, features, etc., maintaining market share is a challenge. Our team consistently monitors and adjusts to create effective paid and organic posts.

7. Improve earned and owned email communications. With 60,000 subscribers, our email list is a robust and valuable marketing resource. We will continue to seek



Lake McSwain in Northwest Mariposa County

new email subscribers as well as improve our content and delivery methods. Our new creative agency support will help us improve the look and efficacy of our bi-monthly email communications with consumers.

8. Drive lower-funnel or short-term bookings through traditional media (radio and print). 2022/2023 marked the most participation in co-ops by our lodging partners. We will continue these advertising opportunities in both print ad placements and digital native advertising. Radio advertising in the Bay Area will continue to message our largest group of California visitors. The new creative agency will be handling media buys and will provide new advertising opportunities.

9. Continue to invest in digital media. This is YMCTB's largest area of media investment. Noble Studio's daily monitoring of Yosemite.com performance has led to superior management or shifting of digital media spend to the highest performing channels based on real-time monitoring. Digital media includes social media advertising, display advertising, video ads, search engine marketing (SEM / paid search), and Google Discovery Network.

10. Consumer trade shows and festivals. Consumer trade shows were a low priority during COVID-19. We will return to engaging potential visitors through consumer shows and add a new outreach component via outdoor festivals in California with a new outdoor booth created for this purpose.

11. Town meetings with constituents. This year the tourism bureau will return to holding town halls with constituents in various areas around the county. A survey will be sent to lodging and business partners prior to the meetings to gather input.

12. Special Offers and Gift card program. The Special Offers program has matured into a key feature on Yosemite.com. We aim to maintain 20 or more special offers throughout the year. We will also pilot a new holiday promotion encouraging visitors to purchase gift cards for local lodging and other businesses for year-end gift giving.



Yosemite Bug Rustic Mountain Resort in Midpines

2023/2024 Leadership

Board of Directors

Brett Archer, Board Vice Chair
Tenaya Lodge at Yosemite

Scott Randall
Wildhaven Yosemite

Kim Brisack
Coulter Cafe & Big Table Ranch

Chelsie Layman
Yosemite Hospitality

Ron Halcrow, Board Secretary
Yosemite Plaisance Bed & Breakfast

MaryAnn Huff
Community Member

Victoria Imrie
Yosemite Ziplines and Adventure Ranch

Christian Mueller
The Redwoods at Yosemite

Candy O'Donel-Browne
Community Member

Gautam Patel
Foothills Hospitality Group

Douglas Shaw, Board Treasurer
Yosemite Bug Rustic Mountain Resort

Kevin Shelton, Board Chair
Yosemite Resorts

Yuli Gotsev
The Redwoods in Yosemite

Victoria Imrie
Yosemite Ziplines and Adventure Ranch

Douglas Shaw
Yosemite Bug Rustic Mountain Resort

Kevin Shelton
Yosemite Resorts

Emerald Wong
AutoCamp Yosemite

Tourism Bureau Staff

Jonathan Farrington
CEO / Executive Director

Ellen Bergstone Wasil
Director of Marketing & Creative

Tony McDaniel
Director of Communications

Craig Polson
Social Media & Content Curator

Aaron Demery
Operations Manager

Board Liaisons

Shannon Poe
Mariposa County Board Supervisor, District II

Danette Toso
Mariposa County Board Supervisor, District III

Advisory Council

Scott Gediman
Yosemite National Park

Board Chair
Mariposa Chamber of Commerce

Marketing Committee

Kim Brisack
Coulter Cafe & Big Table Ranch

Nia Huerta
Tenaya Lodge at Yosemite

Chelsie Layman
Yosemite Hospitality

Scott Gediman
Yosemite National Park

Photos:

All photos in this annual report were created during YMCTB's June 2023 photo shoot in various parts of Mariposa County.

YOSEMITE
—MARIPOSA—
COUNTY
TOURISM BUREAU

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Mariposa, California 95338

(209) 742-4567
www.Yosemite.com
@yosemitenation

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-648

MEETING:	December 12, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer
RE:	Adopt a Resolution of Intention to Defer Implementation of the Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Intention to Defer Implementation Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43

BACKGROUND AND HISTORY OF BOARD ACTIONS

The reasoning for this deferral is in response to the Senate Bill 43 signed on October 10th, 2023 which requires counties to greatly increase the available treatment and facilities accessible to the local population by January 1st, 2024. Thus this deferral would push the requirements out to January 1st, 2026, and allow for time to be spent on creating new policies, procedures, treatment options, facilities, etc., which allows for county employees and local community-based organizations to plan for and accommodate for the required and necessary changes. Over 40 other counties are moving to defer this bill.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without deferring, we would become responsible for all changes as required by the bill in less than one month's time.

FINANCIAL IMPACT

This bill does not currently come with any attached funding. Deferring would result in no immediate financial impact.

ATTACHMENTS

1. **SB43_Presentation**
2. **SB43_CountyResolution_Corrected**

VOTE RESULT

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

Senate Bill 43 Deferral

Behavioral Health & Recovery Services

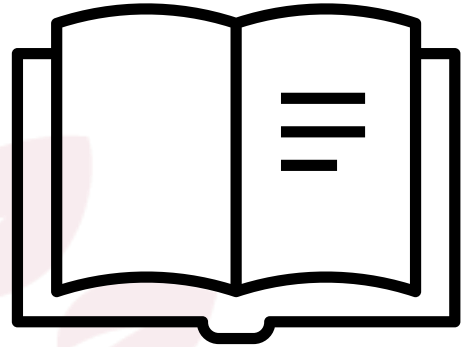
Health & Human Services Agency

Mariposa County

Healthy. Safe. Thriving.

12.5.2023

Terminology



- Senate Bill 43
  - **SB 43** – California Legislature Senate Bill 43 (Eggman)
  - **WIC 5150** – Involuntary Detention for Danger to Self, Danger to Others, Gravely Disabled
  - **LPS ACT** – 1960s Lanterman-Petris-Short Act; Involuntary Treatment and Conservatorship Laws
  - **SUD** – Substance Use Disorder
  - **Gravely Disabled** – As a result of a mental disorder, a person is unable to provide for their basic personal needs for food, clothing, or shelter
  - **SB 43 Expanded Definition of Gravely Disabled** – As a result of a mental disorder and/or co-occurring "**severe**" substance use disorder, a person is unable to provide their basic needs for food, clothing, shelter, personal safety, and/or necessary medical care.

Mariposa County Health & Human Services Agency

What is Senate Bill 43?

- Senate Bill 43 (SB 43) makes several significant changes to the Lanterman-Petris-Short (LPS) Act. Primarily, expanding the state's "Gravely Disabled" criteria to allow for the involuntary detention and conservatorship of individuals based on a standalone "severe" SUD or co-occurring mental health disorder and severe SUD.

- SB 43 includes Gravely Disabled definition **expansion to include** individuals who are unable to provide for personal safety or necessary medical care. Wherein a licensed health care provider determines it necessary to prevent serious deterioration of an existing medical condition which is likely to result in serious bodily injury or death if left untreated.

- SB 43 requires expansion of data reporting to align with the new criteria and allows counties to delay implementation until January 1, 2026, through adoption of a county board resolution. Currently, **47 of the 58** Counties are requesting a deferral till January 2026.

Mariposa County
Health & Human
Services Agency

What will be needed to implement SB 43?

- Counties will need to develop new policies, procedures, create assessments, screening tools, add workforce and treatment capacity throughout the State.

- **Counties will need funding to implement SB 43**. Because SB 43 has not come with dedicated State funding to support these expanded obligations, counties will need additional lead-time to arrange staffing, build treatment facilities, and add resources necessary to support the implementation.

- California will need to build upon the infrastructure for providing Involuntary Detention and Treatment: County and Private Facilities, Workforce, and County support for Conservatorships.

Mariposa County
Health & Human
Services Agency

Who is Impacted by SB 43?

- Community Level - Many individuals with SMI and/or SUDs are not receiving sufficient treatment. However, expanding involuntary commitment criteria will worsen the situation by diverting resources towards costly locked institutions. Community based supportive services are more cost effective and crucial for helping people with SMI and SUD live and thrive.
- County Level - Mariposa County is already responsible for implementation of the LPS ACT without State funding. SB 43 mandates enhanced facilities, assessments, and care for increased numbers of individuals under LPS Conservatorship.
- EXPANSION of the Involuntary Treatment and Conservatorship criteria in the ways proposed under SB 43 would be **unprecedented.**

Mariposa County
Health & Human
Services Agency

Important Concerns

- Hospitals (JFC) will be impacted, because there is no locked treatment capacity for individuals with severe SUD and by additional individuals who are awaiting placement (sitting in the ED) in the absence of this new treatment capacity.

- There are few treatment settings that have the capacity to serve individuals with complex co-occurring medical, SUD, and MH treatment needs.

- The California Behavorial Health Directors Association (CBHDA) is pushing to defer implementation statewide. Currently, **47 out of the 58 counties** are pushing to defer SB43 two years out till Jan 1, 2026, to best prepare for changes.

Mariposa County
Health & Human
Services Agency

In Conclusion

- The State currently pays nothing towards PGPC Office, LPS assessments nor towards LPS determinations, investigations, court responsibilities, nor managing Conservatorships.

- Further, if courts order involuntary SUD treatment, they would not be bound by what Medi-Cal or other insurance payers would cover, leaving Mariposa County with a **significantly unfunded mandate**.

- We urge the Board of Supervisors to consider and approve the Resolution to defer Implementation of SB 43 to begin January 1, 2026. However, we remain concerned that two years is not likely an adequate amount of time to build out necessary residential and inpatient SUD treatment capacity to enact this State policy change.

Mariposa County
Health & Human
Services Agency

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA DEFERRING IMPLEMENTATION OF THE CHANGES MADE TO WELFARE AND INSTITUTIONS CODE SECTION 5008 BY SENATE BILL 43 (2023-2024 REG SESSION)

WHEREAS, the Lanterman-Petris-Short (LPS) Act (Welfare and Institutions Code section 5100, et seq.) provides for the evaluation and treatment of a person who is gravely disabled, which is defined to mean a condition in which a person, as a result of a mental health disorder, is unable to provide for his or her basic personal needs for food, clothing, or shelter; and

WHEREAS, Senate Bill 43 (2023-2024 Reg. Session), Statutes 2023, Chapter 637 (SB 43), signed by the Governor on October 10, 2023, expands the definition of gravely disabled to include a person who, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, or as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care; and

WHEREAS, this expanded definition of gravely disabled becomes effective on January **1,** 2026; and

WHEREAS, the responsibility for administering the LPS system falls largely with counties; and

WHEREAS, SB 43's expansion of the definition of grave disability will require a significant effort in building and expanding the treatment, workforce, delivery networks, housing capacity and models for locked treatment settings or models of care for involuntary SUD treatment to successfully meet the conservatorship needs of the population; and

WHEREAS, SB 43's expansion of LPS criteria to include individuals with a severe SUD, this change in policy would significantly expand the portion of the population potentially subject to detention and conservatorship under LPS from around 1% to around 10% of the population based on SUD prevalence estimates; and,

WHEREAS, SB 43 will require counties to develop criteria for a "severe SUD" grave disability assessment, as no such assessment currently exists as well as protocols for designating individuals to perform severe SUD grave disability assessments and to recruit and hire staff to perform severe SUD grave disability assessments;

WHEREAS, SB 43 expands LPS criteria to include an assessment of whether an individual is unable to survive safely in community or provide for necessary medical care without involuntary detention, counties will need to develop policies and procedures for how these determinations will be made, along with qualified licensed health care providers; and,

WHEREAS, In addition, hospitals will be without qualified designated individuals to perform the assessments needed to remove involuntary holds, when appropriate, or recommend conservatorship when appropriate and because there is currently no locked treatment capacity for individuals with severe SUD and limited capacity for co-occurring medical conditions, local hospital emergency departments will be impacted by additional individuals who are boarding in the absence of this new treatment capacity; and,

WHEREAS, SB 43 will expand the demand for county public guardians, Patient Rights Advocates, County Counsel, and county behavioral health staff and treatment providers; and,

WHEREAS, SB 43 will require the build out of new and novel treatment capacity such as locked SUD treatment facilities which currently do not exist in California; and,

WHEREAS, the breadth of that effort requires more time than SB 43's effective date allows; and

WHEREAS, in recognition of this, Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, provides that a county, by adoption of a resolution of its governing body, may elect to defer implementation of the changes made to this section by SB 43 until January 1, 2026, thereby postponing implementation of the new definition of grave disability.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for County of Mariposa as follows:

1. Pursuant to Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, the County of Mariposa hereby elects to defer implementation of the changes made by that bill to Welfare and Institutions Code section 5008 until January 1, 2026.

2. This Resolution shall go into effect on January 1, 2024.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Mariposa State of California, this____ day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

RECUSAL:

_____

Chair of the Board of Supervisors

(SEAL)

ATTEST: _____

Clerk, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-649

MEETING: December 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve Budget Action Increasing Revenue and Appropriations in the New Capital Improvement Project (CIP) Fund Budget for Costs Related to the 5123 Jones Street Project ($40,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the New Capital Improvement Project (CIP) Fund Budget for Costs Related to the 5123 Jones Street Project ($40,000) (4/5ths Vote Required).

The 5123 Jones Street location will serve to provide temporary housing for Behavioral Health clients in recovery and clients transitioning from inpatient placements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new construction project at 5123 Jones Street. The Board approved the Resolution of Intention to Purchase the 5123 Jones Street Property on June 22, 2021 by Resolution 2021-378.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the Budget Action and activities, and HHSA would not be able to contribute to the project costs at the County's 5123 Jones Street property.

FINANCIAL IMPACT

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

ATTACHMENTS

1. **Budget Action for 5123 Jones Street CIP FY2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
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
5580	402	49101	Transfer - In BH Realignment	(40,000)	
5580	402	70131	Homelessness and Housing - Fixed Asse	40,000	
3435	402	45092	2011 Realignment	(40,000)	
3435	402	80111	Transfer - Out BH Realignment	40,000	
	Budget Action for 5123 Jones Street CIP FY2024				
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: 11/27/23

APPROVED BY RES NO. _____ CLERK _____ DATE _____

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-650

MEETING:	December 12, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Agreement with Thunder Ridge in the Amount of $70,000 for Snow Removal; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Agreement with Thunder Ridge in the Amount of $70,000 for Snow Removal; and Authorize the Board of Supervisors Chair to Sign the Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has worked with Thunder Ridge for several years and is pleased with the work they have provided. Thunder Ridge has proven to be a reliable source of snow removal along with downed trees, rock, or mudslide removal when needed. With record levels of snow in the past year, they have managed the removal and maintained ingress and egress in the Fish Camp Area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the County will have to look for other options for snow removal.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **Thunder Ridge Snow Removal_Fish Camp**

VOTE RESULT

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

AGREEMENT FOR [INSERT BRIEF DESCRIPTION OF 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 Thunder Ridge Co. 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 December __, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform snow removal on Fish Camp as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount 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.

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.

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:
Todd Harter, Owner
Thunder Ridge Co.
P.O. Box 160
Fish Camp, CA 93623-0160

COUNTY:
Claudia Gonzales, Admin. Analyst
County of Mariposa, Public Works
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

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

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Todd Harter, Owner
Thunder Ridge Co.

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

EXHIBIT A
SCOPE of Work and COST PROPOSAL

Thunder Ridge Company
Post Office Box 160
Fish Camp, California 93623

November 28, 2023

Mariposa County Department of Public Works
Attn: Joan Dordan, Administrative Assistant
4639 Ben Hur Road
Mariposa, California 95338

Re: 2023-2024 Fish Camp Snow Removal

Exhibit A: Scope of Work

Includes the following services from November through April on county roads:

- Snow removal by blade and blower.
- Downed tree removal from roadways.
- Removal of any rock and/or mudslides.

Exhibit B: Cost Proposal

- Blading and/or backhoe work @ $200.00 per hour.
- Blowing work @ $250.00 per hour.

The total for all equipment use shall not exceed $70,000.00 for the snow season.

It is impossible to determine the exact cost for the snow season (except "not to exceed"). The cost depends on the amount of snowfall, frequency, and duration of the snow season.

Respectfully submitted,

Todd Harter
Owner, Thunder Ridge Co.
Cell Phone - (512) 944-4586
Email Address – ToddAlexHarter@Gmail.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2023

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	Aimee Vukovich Insurance License # 0584677 PO Box 632 Placerville CA 95667-	CONTACT NAME: Aimee Vukovich PHONE (A/C, No, Ext): (530) 622-6910 FAX (A/C, No): (530) 622-2063 E-MAIL ADDRESS: aimee-v@vukovichinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Northfield Insurance Comp	
INSURED	Todd Harter Thunder Ridge Company PO Box 160 Fish Camp CA 93623-	INSURER B:	
		INSURER C:	
		INSURER D:	
		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	X		WS582518	10/30/2023	11/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						Deductible	$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Below interest named as additional insured under the terms of the policy, including the additional insured endorsement form CG2010(04/13), which will follow as soon as the policy processes. Please accept this as interim proof of insurance pending receipt of same.

CERTIFICATE HOLDER

Mariposa County Public Works
Attn: Jean Dordan, Executive Assistant
4639 Ben Hur Rd.
Mariposa CA 95338-

CANCELLATION

A1 0018?3

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

RESOLUTION - ACTION REQUESTED 2023-651

MEETING:	December 12, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Task Order No. 4 with Black Water Consulting Engineers in the Amount of $237,600 for Yosemite West Wastewater Treatment Plant; and Authorize the Board of Supervisors Chair to Sign the Task Order

---

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 4 with Black Water in the Amount of $237,600 for Yosemite West Wastewater Treatment Plant; and Authorize the Board of Supervisors Chair to Sign the Task Order.

Yosemite West Wastewater Treatment Plant's improvements and expansion to the leachfield consist of background research and current conditions analysis to determine an effective solution to generate a final design and provide contract bidding and engineering services during construction. Due to the repeated effluent disposal system failures, the County has recently acquired an 80-acre parcel west of the drip system disposal field that is available as an additional leach field if needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 20, 2022, the Board adopted Resolution 2022-725 approving an On Call Contract with Black Water for Engineering Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and Wastewater Treatment Plant it will continue to fail.

FINANCIAL IMPACT

Design costs are going to be funded by American Recovery Plan Act with no impact to the General Fund.

ATTACHMENTS

1. **Black Water**
2. **Task Order No. 4_Black Water**

VOTE RESULT

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

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-725

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Black Water Consulting Engineers for On-Call Water and Wastewater Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Black Water Consulting Engineers for On-Call Water and Wastewater Services; Approve Task Order No. 1 for the FEMA Water Tank Project in the Amount Not to Exceed $258,830; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Water and Wastewater from Black Water and Dewberry. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Black Water Consulting Services. This firm will be used for Capital Improvement and work performed by the Utilities Division. Future tasks may include the MID Feasibility Study, Coulterville Drought Grant, and Yosemite West IRWM Grant.

Task Order No. 1 is the final design of the Potable Water Tanks in Hornitos, Red Cloud Park and Woodland Park. These future potable water storage systems will help combat drought, wildfires and other emergencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders. Task Order No. 1 is budgeted in Fund 5576 Water Storage Tank - FEMA.

ATTACHMENTS:
Black Water Task Order No. 1 (PDF)
Black Water Master Contract (PDF)

REF ID# 13625

DS
MR

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

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Black Water Consulting Engineers ("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 the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

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F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. There rates are not adjustable for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

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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 $2,000,000 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.

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(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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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.

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

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:
Blackwater Consulting Engineers
602 Lyell Drive
Modesto, CA 95356

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
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.

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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 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 B.

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any 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.

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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.

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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.

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

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

BLACK WATER CONSULTING ENGINEERS

DocuSigned by:
Jeff Black
C403305842784ED...

Jeff Black, President

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

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'

Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Water and Wastewater systems Design and construction support. Work to include:

- Groundwater and Surface Water Design
- Treatment Plant Design
- Storage Tank Design
- Distribution Modeling and Design
- Telemetry & Control System Design
- Collection System Design
- Pump & Lift Station Design

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	N/C	N/C	11/1/2022	12/31/2022	75.76	0%	N/A
Executive	262.52	N/C	N/C	1/1/2023	12/31/2023	79.55	5.00%	N/A
Exempt	275.65	N/C	N/C	1/1/2024	12/31/2024	83.53	5.00%	N/A
	289.44	N/C	N/C	1/1/2025	12/31/2025	87.71	5.00%	N/A
	303.93	N/C	N/C	1/1/2026	12/31/2026	92.10	5.00%	N/A
Project Manager	228.00	N/C	N/C	11/1/2022	12/31/2022	69.09	0%	N/A
Engineer	239.38	N/C	N/C	1/1/2023	12/31/2023	72.54	5.00%	N/A
Exempt	251.36	N/C	N/C	1/1/2024	12/31/2024	76.17	5.00%	N/A
	263.93	N/C	N/C	1/1/2025	12/31/2025	79.98	5.00%	N/A
	277.13	N/C	N/C	1/1/2026	12/31/2026	83.98	5.00%	N/A
Associate Engineer	198.00	N/C	N/C	11/1/2022	12/31/2022	60.00	0%	N/A
Engineer	207.90	N/C	N/C	1/1/2023	12/31/2023	63.00	5.00%	N/A
Exempt	218.30	N/C	N/C	1/1/2024	12/31/2024	66.15	5.00%	N/A
	229.22	N/C	N/C	1/1/2025	12/31/2025	69.46	5.00%	N/A
	240.67	N/C	N/C	1/1/2026	12/31/2026	72.93	5.00%	N/A
Assistant Engineer	160.00	184.24	208.49	11/1/2022	12/31/2022	48.49	0%	N/A
Engineer	168.00	193.46	218.91	1/1/2023	12/31/2023	50.91	5.00%	N/A
Non-Exempt	176.42	203.15	229.88	1/1/2024	12/31/2024	53.46	5.00%	N/A
	185.23	213.29	241.36	1/1/2025	12/31/2025	56.13	5.00%	N/A
	194.50	223.97	253.44	1/1/2026	12/31/2026	58.94	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Engineer Technician	150.00	172.73	195.46	11/1/2022	12/31/2022	45.46	0%	N/A
Engineer	157.51	181.37	205.24	1/1/2023	12/31/2023	47.73	5.00%	N/A
Non-Exempt	165.40	190.46	215.52	1/1/2024	12/31/2024	50.12	5.00%	N/A
	173.68	199.99	226.31	1/1/2025	12/31/2025	52.63	5.00%	N/A
	182.36	209.99	237.62	1/1/2026	12/31/2026	55.26	5.00%	N/A
Senior CAD Technician	155.00	N/C	N/C	11/1/2022	12/31/2022	46.97	0%	N/A
Technical	162.76	N/C	N/C	1/1/2023	12/31/2023	49.32	5.00%	N/A
Exempt	170.91	N/C	N/C	1/1/2024	12/31/2024	51.79	5.00%	N/A
	179.45	N/C	N/C	1/1/2025	12/31/2025	54.38	5.00%	N/A
	188.43	N/C	N/C	1/1/2026	12/31/2026	57.10	5.00%	N/A
CAD Technician	135.00	155.46	175.91	11/1/2022	12/31/2022	40.91	0%	N/A
Technical	141.77	163.25	184.73	1/1/2023	12/31/2023	42.96	5.00%	N/A
Non-Exempt	148.86	171.42	193.97	1/1/2024	12/31/2024	45.11	5.00%	N/A
	156.32	180.01	203.69	1/1/2025	12/31/2025	47.37	5.00%	N/A
	164.14	189.01	213.88	1/1/2026	12/31/2026	49.74	5.00%	N/A
Construction Manager	228.00	N/C	N/C	11/1/2022	12/31/2022	69.09	0%	N/A
Field Services	239.38	N/C	N/C	1/1/2023	12/31/2023	72.54	5.00%	N/A
Exempt	251.36	N/C	N/C	1/1/2024	12/31/2024	76.17	5.00%	N/A
	263.93	N/C	N/C	1/1/2025	12/31/2025	79.98	5.00%	N/A
	277.13	N/C	N/C	1/1/2026	12/31/2026	83.98	5.00%	N/A

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Construction Inspector	184.00	211.88	239.76	11/1/2022	12/31/2022	55.76	0%	N/A
Field Services	193.18	222.45	251.72	1/1/2023	12/31/2023	58.54	5.00%	N/A
Non-Exempt	202.85	233.59	264.32	1/1/2024	12/31/2024	61.47	5.00%	N/A
	212.98	245.25	277.52	1/1/2025	12/31/2025	64.54	5.00%	N/A
	223.64	257.53	291.41	1/1/2026	12/31/2026	67.77	5.00%	N/A
Administration	98.00	112.84	127.69	11/1/2022	12/31/2022	29.70	0%	N/A
Administration	102.89	118.48	134.07	1/1/2023	12/31/2023	31.18	5.00%	N/A
Non-Exempt	108.04	124.41	140.78	1/1/2024	12/31/2024	32.74	5.00%	N/A
	113.45	130.64	147.83	1/1/2025	12/31/2025	34.38	5.00%	N/A
	119.13	137.18	155.23	1/1/2026	12/31/2026	36.10	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At cost	TBD	At Cost
Permit Fees	TBD	At cost	TBD	At Cost
Plan Sheets	TBD	At cost	TBD	At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Jeff Black Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: jeff@blackwater-eng.com Phone Number: 209.322.1820

Address: 602 Lyell Drive, Modesto, CA 95356

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Water and Wastewater Civil Engineering

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Crawford & Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Participation Amount $ _____ Date ########

For Combined Rate:	Fringe Benefit %		Overhead %		General Admission %		Combined Indirect Cost Rate (ICR) %
	88.29%	+	116.79%	+	20.00%	=	225.08%
					Fee	=	10%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Benjamin Crawford *	$ 241.69	N/A	N/A	7/1/2022	6/30/2023	$ 67.59		Not Applicable
Principal	$ 248.94	N/A	N/A	7/1/2023	6/30/2024	$ 69.62	3.00%	
	$ 256.41	N/A	N/A	7/1/2024	6/30/2025	$ 71.71	3.00%	
	$ 264.11	N/A	N/A	7/1/2025	6/30/2026	$ 73.86	3.00%	
	$ 272.03	N/A	N/A	7/1/2026	6/30/2027	$ 76.07	3.00%	
Chris Trumbull *	$ 251.71	N/A	N/A	7/1/2022	6/30/2023	$ 70.39		Not Applicable
Senior Project Manager	$ 259.26	N/A	N/A	7/1/2023	6/30/2024	$ 72.50	3.00%	
	$ 267.04	N/A	N/A	7/1/2024	6/30/2025	$ 74.68	3.00%	
	$ 275.05	N/A	N/A	7/1/2025	6/30/2026	$ 76.92	3.00%	
	$ 283.30	N/A	N/A	7/1/2026	6/30/2027	$ 79.22	3.00%	
Eric Nichols *	$ 203.15	N/A	N/A	7/1/2022	6/30/2023	$ 56.81		Not Applicable
Senior Project Manager	$ 209.24	N/A	N/A	7/1/2023	6/30/2024	$ 58.51	3.00%	
	$ 215.52	N/A	N/A	7/1/2024	6/30/2025	$ 60.27	3.00%	
	$ 221.98	N/A	N/A	7/1/2025	6/30/2026	$ 62.08	3.00%	
	$ 228.64	N/A	N/A	7/1/2026	6/30/2027	$ 63.94	3.00%	
Project Manager	$ 180.58	N/A	N/A	7/1/2022	6/30/2023	$ 50.50		$ 49.00 - $ 52.00
TBD	$ 186.00	N/A	N/A	7/1/2023	6/30/2024	$ 52.02	3.00%	$ 50.47 - $ 53.56
	$ 191.58	N/A	N/A	7/1/2024	6/30/2025	$ 53.58	3.00%	$ 51.98 - $ 55.17
	$ 197.33	N/A	N/A	7/1/2025	6/30/2026	$ 55.18	3.00%	$ 53.54 - $ 56.82
	$ 203.25	N/A	N/A	7/1/2026	6/30/2027	$ 56.84	3.00%	$ 55.15 - $ 58.53
Senior Geologist	$ 166.03	$ 189.24	$ 212.46	7/1/2022	6/30/2023	$ 46.43		$ 42.85 - $ 50.00
TBD	$ 171.01	$ 194.92	$ 218.83	7/1/2023	6/30/2024	$ 47.82	3.00%	$ 44.14 - $ 51.50
	$ 176.14	$ 200.77	$ 225.40	7/1/2024	6/30/2025	$ 49.26	3.00%	$ 45.46 - $ 53.05
	$ 181.42	$ 206.79	$ 232.16	7/1/2025	6/30/2026	$ 50.74	3.00%	$ 46.82 - $ 54.64
	$ 186.87	$ 212.99	$ 239.12	7/1/2026	6/30/2027	$ 52.26	3.00%	$ 48.23 - $ 56.28
Senior Engineer	$ 166.03	$ 189.24	$ 212.46	7/1/2022	6/30/2023	$ 46.43		$ 42.85 - $ 50.00
TBD	$ 171.01	$ 194.92	$ 218.83	7/1/2023	6/30/2024	$ 47.82	3.00%	$ 44.14 - $ 51.50
	$ 176.14	$ 200.77	$ 225.40	7/1/2024	6/30/2025	$ 49.26	3.00%	$ 45.46 - $ 53.05
	$ 181.42	$ 206.79	$ 232.16	7/1/2025	6/30/2026	$ 50.74	3.00%	$ 46.82 - $ 54.64
	$ 186.87	$ 212.99	$ 239.12	7/1/2026	6/30/2027	$ 52.26	3.00%	$ 48.23 - $ 56.28
Project Engineer II	$ 140.82	$ 160.51	$ 180.20	7/1/2022	6/30/2023	$ 39.38		$ 37.25 - $ 41.50
TBD	$ 145.04	$ 165.32	$ 185.60	7/1/2023	6/30/2024	$ 40.56	3.00%	$ 38.37 - $ 42.75
	$ 149.39	$ 170.28	$ 191.17	7/1/2024	6/30/2025	$ 41.78	3.00%	$ 39.52 - $ 44.03
	$ 153.88	$ 175.39	$ 196.91	7/1/2025	6/30/2026	$ 43.03	3.00%	$ 40.70 - $ 45.35
	$ 158.49	$ 180.65	$ 202.81	7/1/2026	6/30/2027	$ 44.32	3.00%	$ 41.93 - $ 46.71
Project Engineer I	$ 131.41	$ 149.79	$ 168.16	7/1/2022	6/30/2023	$ 36.75		$ 34.00 - $ 39.50
TBD	$ 135.36	$ 154.28	$ 173.21	7/1/2023	6/30/2024	$ 37.85	3.00%	$ 35.02 - $ 40.69
	$ 139.42	$ 158.91	$ 178.40	7/1/2024	6/30/2025	$ 38.99	3.00%	$ 36.07 - $ 41.91
	$ 143.60	$ 163.68	$ 183.76	7/1/2025	6/30/2026	$ 40.16	3.00%	$ 37.15 - $ 43.16
	$ 147.91	$ 168.59	$ 189.27	7/1/2026	6/30/2027	$ 41.36	3.00%	$ 38.27 - $ 44.46
Staff Engineer	$ 110.85	$ 126.35	$ 141.85	7/1/2022	6/30/2023	$ 31.00		$ 29.00 - $ 33.00
TBD	$ 114.18	$ 130.14	$ 146.11	7/1/2023	6/30/2024	$ 31.93	3.00%	$ 29.87 - $ 33.99
	$ 117.60	$ 134.05	$ 150.49	7/1/2024	6/30/2025	$ 32.89	3.00%	$ 30.77 - $ 35.01
	$ 121.13	$ 138.07	$ 155.01	7/1/2025	6/30/2026	$ 33.87	3.00%	$ 31.69 - $ 36.06
	$ 124.77	$ 142.21	$ 159.66	7/1/2026	6/30/2027	$ 34.89	3.00%	$ 32.64 - $ 37.14
Administrative Assistant	$ 103.70	N/A	N/A	7/1/2022	6/30/2023	$ 29.00		$ 28.00 - $ 30.00
TBD	$ 106.81	N/A	N/A	7/1/2023	6/30/2024	$ 29.87	3.00%	$ 28.84 - $ 30.90
	$ 110.02	N/A	N/A	7/1/2024	6/30/2025	$ 30.77	3.00%	$ 29.71 - $ 31.83
	$ 113.32	N/A	N/A	7/1/2025	6/30/2026	$ 31.69	3.00%	$ 30.60 - $ 32.78
	$ 116.72	N/A	N/A	7/1/2026	6/30/2027	$ 32.64	3.00%	$ 31.51 - $ 33.77
Field Technician (PW) **	$ 145.29	$ 165.60	$ 185.92	7/1/2022	6/30/2023	$ 40.63		$ 39.25 - $ 42.00
	$ 149.65	$ 170.57	$ 191.50	7/1/2023	6/30/2024	$ 41.85	3.00%	$ 40.43 - $ 43.26
	$ 154.14	$ 175.69	$ 197.24	7/1/2024	6/30/2025	$ 43.10	3.00%	$ 41.64 - $ 44.56
	$ 158.76	$ 180.96	$ 203.16	7/1/2025	6/30/2026	$ 44.40	3.00%	$ 42.89 - $ 45.89
	$ 163.52	$ 186.39	$ 209.25	7/1/2026	6/30/2027	$ 45.73	3.00%	$ 44.18 - $ 47.27
Concrete Technician (PW) **	$ 134.56	$ 153.38	$ 172.19	7/1/2022	6/30/2023	$ 37.63		$ 36.00 - $ 39.25
	$ 138.60	$ 157.98	$ 177.36	7/1/2023	6/30/2024	$ 38.76	3.00%	$ 37.08 - $ 40.43
	$ 142.76	$ 162.72	$ 182.68	7/1/2024	6/30/2025	$ 39.92	3.00%	$ 38.19 - $ 41.64
	$ 147.04	$ 167.60	$ 188.16	7/1/2025	6/30/2026	$ 41.12	3.00%	$ 39.34 - $ 42.89
	$ 151.45	$ 172.63	$ 193.80	7/1/2026	6/30/2027	$ 42.35	3.00%	$ 40.52 - $ 44.18
Laborer Technician (PW) **	$ 116.90	$ 133.24	$ 149.59	7/1/2022	6/30/2023	$ 32.69		$ 29.38 - $ 36.00
	$ 120.40	$ 137.24	$ 154.07	7/1/2023	6/30/2024	$ 33.67	3.00%	$ 30.26 - $ 37.08
	$ 124.01	$ 141.35	$ 158.70	7/1/2024	6/30/2025	$ 34.68	3.00%	$ 31.17 - $ 38.19
	$ 127.73	$ 145.60	$ 163.46	7/1/2025	6/30/2026	$ 35.72	3.00%	$ 32.10 - $ 39.34
	$ 131.57	$ 149.96	$ 168.36	7/1/2026	6/30/2027	$ 36.79	3.00%	$ 33.07 - $ 40.52

NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements much be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Crawford & Associates, Inc.**

Project **0** Date **11/15/2022**

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	TBD	Mile	IRS Rate	TBD
Per Diem	TBD	Day	GSA Rate	TBD
Permit Fees	TBD	At Cost	TBD	TBD
Traffic Control Equipment	TBD	Day	$ 150.00	TBD
Traffic Control (Minor)	TBD	Day	$ -	TBD
Traffic Control (Major)	TBD	At Cost	TBD	TBD
Drilling	TBD	At Cost	TBD	TBD
Steel Liners (MCAL)	TBD	Liner	$ 10.00	TBD
Hand Auger	TBD	Day	$ 150.00	TBD
Wildcat DCP Equipment	TBD	Day	$ 750.00	TBD
Wildcat DCP Tips	TBD	Each	$ 15.00	TBD
Core Machine with Generator	TBD	Day	$ 2,600.00	TBD
Core Machine Bit	TBD	Inch	$ 3.00	TBD
Core Boxes	TBD	Each	$ 17.25	TBD
Seismic Survey Equipment	TBD	Day	$ 1,300.00	TBD
Percolation Equipment	TBD	Day	$ 200.00	TBD
Backfill	TBD	Bag	$ 8.00	TBD
In-House Laboratory Testing (Crawford 2022 Rates, Attached)	TBD	Lump Sum	TBD	TBD
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administratio Engineering and Design Related
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when ap

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature: Date of Certification (mm/dd/yyyy): 11/15/2022

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	288.52	327.05	11/1/2022	12/31/2022	77.04	0%	N/A
Executive	257.49	297.17	336.84	1/1/2023	12/31/2023	79.35	3.00%	N/A
Non-Exempt	265.21	306.08	346.94	1/1/2024	12/31/2024	81.73	3.00%	N/A
	273.16	315.25	357.34	1/1/2025	12/31/2025	84.18	3.00%	N/A
	281.37	324.73	368.08	1/1/2026	12/31/2026	86.71	3.00%	N/A
Staff Geologist	175.00	201.97	228.93	11/1/2022	12/31/2022	53.93	0%	N/A
Scientist	180.26	208.03	235.81	1/1/2023	12/31/2023	55.55	3.00%	N/A
Non-Exempt	185.68	214.29	242.90	1/1/2024	12/31/2024	57.22	3.00%	N/A
	191.26	220.73	250.20	1/1/2025	12/31/2025	58.94	3.00%	N/A
	197.00	227.36	257.71	1/1/2026	12/31/2026	60.71	3.00%	N/A
Administration	100.00	115.41	130.82	11/1/2022	12/31/2022	30.82	0%	N/A
Administration	103.00	118.87	134.74	1/1/2023	12/31/2023	31.74	3.00%	N/A
Non-Exempt	106.08	122.42	138.77	1/1/2024	12/31/2024	32.69	3.00%	N/A
	109.26	126.09	142.93	1/1/2025	12/31/2025	33.67	3.00%	N/A
	112.54	129.88	147.22	1/1/2026	12/31/2026	34.68	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Christopher Johnson Title*: President and Principal Hydrogeologist

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: chris@aegisgw.com Phone Number: 559.981.2313

Address: 1177 East Shaw Avenue, Suite 101, Fresno, California 93710

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Hydrogeological Support Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Amy Augustine, AICP	90.00	N/C	N/C	11/1/2022	12/31/2022	30.88	0%	N/A
President	94.50	N/C	N/C	1/1/2023	12/31/2023	32.42	5.00%	N/A
Exempt	99.23	N/C	N/C	1/1/2024	12/31/2024	34.04	5.00%	N/A
	104.18	N/C	N/C	1/1/2025	12/31/2025	35.74	5.00%	N/A
	109.40	N/C	N/C	1/1/2026	12/31/2026	37.53	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
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	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
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For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

FEE %	=	10.0%	

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Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

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	OR			
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Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
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9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Amy Augustine Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: tuolandplanner@gmail.com Phone Number: 209.532.7376

Address: 270 S. Barretta, Suite C, P.O. Box 3117, Sonora, CA 95370

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Environmental Support Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	200.02	N/C	N/C	10/1/2022	12/31/2022	61.64	0%	N/A
Executive	210.02	N/C	N/C	1/1/2023	12/31/2023	64.72	5.00%	N/A
Exempt	220.53	N/C	N/C	1/1/2024	12/31/2024	67.96	5.00%	N/A
	231.56	N/C	N/C	1/1/2025	12/31/2025	71.36	5.00%	N/A
	243.15	N/C	N/C	1/1/2026	12/31/2026	74.93	5.00%	N/A
Principal Engineer	175.00	N/C	N/C	10/1/2022	12/31/2022	53.93	0%	N/A
Engineer	183.76	N/C	N/C	1/1/2023	12/31/2023	56.63	5.00%	N/A
Exempt	192.95	N/C	N/C	1/1/2024	12/31/2024	59.46	5.00%	N/A
	202.59	N/C	N/C	1/1/2025	12/31/2025	62.43	5.00%	N/A
	212.71	N/C	N/C	1/1/2026	12/31/2026	65.55	5.00%	N/A
Electrical Engineer	140.02	N/C	N/C	10/1/2022	12/31/2022	43.15	0%	N/A
Engineer	147.03	N/C	N/C	1/1/2023	12/31/2023	45.31	5.00%	N/A
Exempt	154.40	N/C	N/C	1/1/2024	12/31/2024	47.58	5.00%	N/A
	162.12	N/C	N/C	1/1/2025	12/31/2025	49.96	5.00%	N/A
	170.23	N/C	N/C	1/1/2026	12/31/2026	52.46	5.00%	N/A
Designer	100.01	N/C	N/C	10/1/2022	12/31/2022	30.82	0%	N/A
Technical	105.01	N/C	N/C	1/1/2023	12/31/2023	32.36	5.00%	N/A
Exempt	110.27	N/C	N/C	1/1/2024	12/31/2024	33.98	5.00%	N/A
	115.78	N/C	N/C	1/1/2025	12/31/2025	35.68	5.00%	N/A
	121.56	N/C	N/C	1/1/2026	12/31/2026	37.46	5.00%	N/A
CAD Technician	84.99	98.08	111.18	10/1/2022	12/31/2022	26.19	0%	N/A
Technical	89.24	102.99	116.74	1/1/2023	12/31/2023	27.50	5.00%	N/A
Non-Exempt	93.72	108.16	122.60	1/1/2024	12/31/2024	28.88	5.00%	N/A
	98.39	113.55	128.71	1/1/2025	12/31/2025	30.32	5.00%	N/A
	103.32	119.24	135.16	1/1/2026	12/31/2026	31.84	5.00%	N/A
Administration	75.02	86.58	98.14	10/1/2022	12/31/2022	23.12	0%	N/A
Administration	78.79	90.93	103.07	1/1/2023	12/31/2023	24.28	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Non-Exempt	82.72	95.46	108.21	1/1/2024	12/31/2024	25.49	5.00%	N/A
	86.84	100.22	113.60	1/1/2025	12/31/2025	26.76	5.00%	N/A
	91.18	105.23	119.28	1/1/2026	12/31/2026	28.10	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Richard Smith Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: richard@hcs-eng.com Phone Number: 209-478-8270

Address: 4512 Feather River Dr., Suite F, Stockton, CA 95219

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Electrical Engineering

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Kent Hysell	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Principal - Land Surveying	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
Anthony Cannella	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Principal - Engineering	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
John Ellis	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Project Manager	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
Nathan Bray	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Civil Engineer	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Rien Groenewoud	146.93	N/C	N/C	10/1/2022	12/31/2022	62.02	0%	N/A
Land Surveyor	154.28	N/C	N/C	1/1/2023	12/31/2023	65.12	5.00%	N/A
Exempt	162.00	N/C	N/C	1/1/2024	12/31/2024	68.38	5.00%	N/A
	170.11	N/C	N/C	1/1/2025	12/31/2025	71.80	5.00%	N/A
	178.61	N/C	N/C	1/1/2026	12/31/2026	75.39	5.00%	N/A
Nicole Cannella	129.28	N/C	N/C	10/1/2022	12/31/2022	54.57	0%	N/A
Land Surveyor II	135.75	N/C	N/C	1/1/2023	12/31/2023	57.30	5.00%	N/A
Exempt	142.55	N/C	N/C	1/1/2024	12/31/2024	60.17	5.00%	N/A
	149.68	N/C	N/C	1/1/2025	12/31/2025	63.18	5.00%	N/A
	157.17	N/C	N/C	1/1/2026	12/31/2026	66.34	5.00%	N/A
Casey Walker	127.57	N/C	N/C	10/1/2022	12/31/2022	53.85	0%	N/A
Designer	133.95	N/C	N/C	1/1/2023	12/31/2023	56.54	5.00%	N/A
Exempt	140.66	N/C	N/C	1/1/2024	12/31/2024	59.37	5.00%	N/A
	147.69	N/C	N/C	1/1/2025	12/31/2025	62.34	5.00%	N/A
	155.09	N/C	N/C	1/1/2026	12/31/2026	65.46	5.00%	N/A
Thomas Geiss	102.51	N/C	N/C	10/1/2022	12/31/2022	43.27	0%	N/A
Drafter	107.63	N/C	N/C	1/1/2023	12/31/2023	45.43	5.00%	N/A
Exempt	113.01	N/C	N/C	1/1/2024	12/31/2024	47.70	5.00%	N/A
	118.67	N/C	N/C	1/1/2025	12/31/2025	50.09	5.00%	N/A
	124.60	N/C	N/C	1/1/2026	12/31/2026	52.59	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Various	124.62	150.92	177.22	10/1/2022	12/31/2022	52.60	0%	N/A
Party Chief	130.85	158.46	186.08	1/1/2023	12/31/2023	55.23	5.00%	N/A
Non-Exempt	137.39	166.38	195.38	1/1/2024	12/31/2024	57.99	5.00%	N/A
	144.26	174.70	205.15	1/1/2025	12/31/2025	60.89	5.00%	N/A
	151.46	183.43	215.39	1/1/2026	12/31/2026	63.93	5.00%	N/A
Various	109.29	132.36	155.42	10/1/2022	12/31/2022	46.13	0%	N/A
Chainmen	114.76	138.98	163.20	1/1/2023	12/31/2023	48.44	5.00%	N/A
Non-Exempt	120.50	145.93	171.36	1/1/2024	12/31/2024	50.86	5.00%	N/A
	126.51	153.21	179.91	1/1/2025	12/31/2025	53.40	5.00%	N/A
	132.84	160.87	188.91	1/1/2026	12/31/2026	56.07	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Kent Hysell Title*: CFO

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: khysell@nseng.net Phone Number: 229-524-3525

Address: 620 12th Street, Modesto, CA 95354

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Civil Engineering and Land Surveying Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	N/C	N/C	10/1/2022	12/31/2022	69.93	0%	N/A
Executive	269.98	N/C	N/C	1/1/2023	12/31/2023	75.52	8.00%	N/A
Exempt	283.50	N/C	N/C	1/1/2024	12/31/2024	79.30	5.00%	N/A
	297.69	N/C	N/C	1/1/2025	12/31/2025	83.27	5.00%	N/A
	312.56	N/C	N/C	1/1/2026	12/31/2026	87.43	5.00%	N/A
Project Manager	190.00	N/C	N/C	10/1/2022	12/31/2022	53.15	0%	N/A
Engineer	205.21	N/C	N/C	1/1/2023	12/31/2023	57.40	8.00%	N/A
Exempt	215.47	N/C	N/C	1/1/2024	12/31/2024	60.27	5.00%	N/A
	226.23	N/C	N/C	1/1/2025	12/31/2025	63.28	5.00%	N/A
	237.52	N/C	N/C	1/1/2026	12/31/2026	66.44	5.00%	N/A
Associate Engineer	155.00	176.68	198.36	10/1/2022	12/31/2022	43.36	0%	N/A
Engineer	167.42	190.83	214.25	1/1/2023	12/31/2023	46.83	8.00%	N/A
Non-Exempt	175.78	200.37	224.95	1/1/2024	12/31/2024	49.17	5.00%	N/A
	184.58	210.39	236.21	1/1/2025	12/31/2025	51.63	5.00%	N/A
	193.80	220.91	248.01	1/1/2026	12/31/2026	54.21	5.00%	N/A
Assistant Engineer	120.00	136.78	153.57	10/1/2022	12/31/2022	33.57	0%	N/A
Engineer	129.59	147.72	165.84	1/1/2023	12/31/2023	36.25	8.00%	N/A
Non-Exempt	136.06	155.09	174.12	1/1/2024	12/31/2024	38.06	5.00%	N/A
	142.86	162.84	182.82	1/1/2025	12/31/2025	39.96	5.00%	N/A
	150.01	170.99	191.97	1/1/2026	12/31/2026	41.96	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Senior CAD Technician	115.00	131.08	147.17	10/1/2022	12/31/2022	32.17	0%	N/A
Technical	124.20	141.57	158.94	1/1/2023	12/31/2023	34.74	8.00%	N/A
Non-Exempt	130.42	148.66	166.90	1/1/2024	12/31/2024	36.48	5.00%	N/A
	136.92	156.07	175.22	1/1/2025	12/31/2025	38.30	5.00%	N/A
	143.79	163.90	184.01	1/1/2026	12/31/2026	40.22	5.00%	N/A
CAD Technician	85.00	96.89	108.78	10/1/2022	12/31/2022	23.78	0%	N/A
Technical	91.81	104.65	117.49	1/1/2023	12/31/2023	25.68	8.00%	N/A
Non-Exempt	96.38	109.86	123.34	1/1/2024	12/31/2024	26.96	5.00%	N/A
	101.21	115.36	129.52	1/1/2025	12/31/2025	28.31	5.00%	N/A
	106.28	121.15	136.01	1/1/2026	12/31/2026	29.73	5.00%	N/A
Administration	90.00	102.59	115.17	10/1/2022	12/31/2022	25.17	0%	N/A
Administration	97.20	110.80	124.39	1/1/2023	12/31/2023	27.19	8.00%	N/A
Non-Exempt	102.07	116.34	130.62	1/1/2024	12/31/2024	28.55	5.00%	N/A
	107.18	122.17	137.16	1/1/2025	12/31/2025	29.98	5.00%	N/A
	112.54	128.28	144.02	1/1/2026	12/31/2026	31.48	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 11/18/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Plan Sheets				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Nicholas Fahrney Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 11/18/2022

Email: nick@pwf-eng.com Phone Number: 209.575.9619

Address: 2813 Coffee Rd, Suite D1 Modesto, CA 95355

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Structural Engineering

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Expert Witness/Testimony	375.00	427.45	479.89	10/1/2022	12/31/2022	104.90	0%	N/A
0	399.36	455.22	511.07	1/1/2023	12/31/2023	111.71	6.50%	N/A
0	439.30	500.74	562.18	1/1/2024	12/31/2024	122.88	10.00%	N/A
	483.23	550.82	618.40	1/1/2025	12/31/2025	135.17	10.00%	N/A
	531.57	605.91	680.26	1/1/2026	12/31/2026	148.69	10.00%	N/A
Chief Scientist	300.00	341.95	383.91	10/1/2022	12/31/2022	83.92	0%	N/A
0	330.01	376.16	422.32	1/1/2023	12/31/2023	92.31	10.00%	N/A
0	363.01	413.78	464.55	1/1/2024	12/31/2024	101.54	10.00%	N/A
	399.29	455.14	510.98	1/1/2025	12/31/2025	111.69	10.00%	N/A
	439.22	500.65	562.08	1/1/2026	12/31/2026	122.86	10.00%	N/A
Principal	230.00	262.17	294.33	10/1/2022	12/31/2022	64.34	0%	N/A
0	250.00	284.96	319.93	1/1/2023	12/31/2023	69.93	8.70%	N/A
0	274.99	313.45	351.91	1/1/2024	12/31/2024	76.92	10.00%	N/A
	302.48	344.79	387.09	1/1/2025	12/31/2025	84.61	10.00%	N/A
	332.73	379.26	425.80	1/1/2026	12/31/2026	93.07	10.00%	N/A
Project Manager	180.00	205.18	230.35	10/1/2022	12/31/2022	50.35	0%	N/A
0	198.02	225.71	253.41	1/1/2023	12/31/2023	55.39	10.00%	N/A
0	217.82	248.29	278.75	1/1/2024	12/31/2024	60.93	10.00%	N/A
	239.60	273.11	306.62	1/1/2025	12/31/2025	67.02	10.00%	N/A
	263.55	300.41	337.27	1/1/2026	12/31/2026	73.72	10.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Technical Staff	140.00	159.58	179.16	10/1/2022	12/31/2022	39.16	0%	N/A
0	155.41	177.14	198.88	1/1/2023	12/31/2023	43.47	11.00%	N/A
0	170.96	194.87	218.78	1/1/2024	12/31/2024	47.82	10.00%	N/A
	188.05	214.35	240.65	1/1/2025	12/31/2025	52.60	10.00%	N/A
	206.85	235.78	264.71	1/1/2026	12/31/2026	57.86	10.00%	N/A
Field Engineer	120.00	136.79	153.57	10/1/2022	12/31/2022	33.57	0%	N/A
0	131.99	150.45	168.91	1/1/2023	12/31/2023	36.92	10.00%	N/A
0	145.18	165.49	185.79	1/1/2024	12/31/2024	40.61	10.00%	N/A
	159.70	182.03	204.37	1/1/2025	12/31/2025	44.67	10.00%	N/A
	175.68	200.25	224.82	1/1/2026	12/31/2026	49.14	10.00%	N/A
Drafting	100.00	113.99	127.97	10/1/2022	12/31/2022	27.97	0%	N/A
0	110.00	125.39	140.77	1/1/2023	12/31/2023	30.77	10.00%	N/A
0	121.01	137.94	154.86	1/1/2024	12/31/2024	33.85	10.00%	N/A
	133.13	151.75	170.37	1/1/2025	12/31/2025	37.24	10.00%	N/A
	146.43	166.91	187.39	1/1/2026	12/31/2026	40.96	10.00%	N/A
Shop/Field Tech	80.00	91.19	102.37	10/1/2022	12/31/2022	22.38	0%	N/A
0	87.98	100.29	112.59	1/1/2023	12/31/2023	24.61	10.00%	N/A
0	96.78	110.31	123.85	1/1/2024	12/31/2024	27.07	10.00%	N/A
	106.46	121.35	136.24	1/1/2025	12/31/2025	29.78	10.00%	N/A
	117.12	133.50	149.88	1/1/2026	12/31/2026	32.76	10.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Admin	65.00	74.09	83.18	10/1/2022	12/31/2022	18.18	0%	N/A
0	85.16	97.07	108.98	1/1/2023	12/31/2023	23.82	31.00%	N/A
0	93.67	106.77	119.87	1/1/2024	12/31/2024	26.20	10.00%	N/A
	103.03	117.44	131.85	1/1/2025	12/31/2025	28.82	10.00%	N/A
	113.33	129.18	145.03	1/1/2026	12/31/2026	31.70	10.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	6.50%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	10.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	10.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	10.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: William Pedler Title*: President / Geological Engineer

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: bpedler@rasinc.org Phone Number: (559) 590-0555

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Aquifers and Groundwater Systems Consulting

Technical Service Call Out Rates

Downhole Surveys

	Year			
	2022	2023	2024	2025
Basic Logs - Per Day or Per Well [a]				
1-man crew (10-hours/day)	$ 1,350.00	1485	1634	1797
2-man crew (10-hours/day)	$ 1,875.00	2063	2269	2496
Truck- per truck	$ 375.00	413	454	499
3-arm Caliper	$ 500.00	550	605	666
Natural G/EM	$ 500.00	550	605	666
Resistivity/E-log	$ 1,500.00	1650	1815	1997
EM Flowmeter (pumping may require added eqpt costs)	$ 850.00	935	1029	1131
Heat-pulse Flowmeter	$ 1,025.00	1128	1240	1364
Sonic	$ 1,500.00	1650	1815	1997
Neutron/Gamma-gamma density [b]	$ 1,350.00	1485	1634	1797
Analog Video (includes call out and summary report)	$ 1,500.00	1650	1815	1997
Spectral Gamma [c]	$ 2,000.00	2200	2420	2662
Acoustic/Optical Televiewer [d]	$ 1,500.00	1650	1815	1997
Nuclear Magnetic Resonance (NMR)	Custom	Custom	Custom	Custom
Mileage (per mile cost from depot - will vary per eqpt callout)	$3.00-5.00	$3.50-5.50	$4.00-6.00	$4.50-6.50
Advanced Logs[e]				
Advanced Flow & Water Quality Profiling (Advanced multi-sensor tool/advanced software processing)/Hydrophysical/EMFM Logging & Sampling (Max 1000 ft)[f]	$2,600-4,800	$2,900-5,200	$3,200-5,700	$3,600-6,500
Samples (@ Flow Profiling rate includes up to 7 per day/ or $550/sample)				
Colloidal Borescope Flowmeter (Daily rate, Max 1000 ft)	$ 2,600 -3,800	$2,900-5,200	$3,200-5,700	$3,600-6,500
Wireline Straddle Packer (3-6 inch dia wells, up to 500 ft submergence)	$3,200-4,800	$3,500-5,200	$3,850-5,750	$4,250-6,500
Reporting/Interpretation/Presentation - Scope of Work	$ SOW/job basis			
(1 copy of deliverables unless otherwise specified)	$ 1,500 min			
Overtime/Standby (standard 10 hrs/day)	10% of Total Daily Rate/Hour			
Per Diem charged at minimum of Government FAR rates.				

Other Services

Aquifer and Cross Hole Flow Testing	Custom
Flow Rate Data Logger and Pressure Transducers (Pump tes	Custom
Borehole Geophysical/Hydrophysical Logging Class (CEUs	Custom

Other services available on custom job basis. All costs are based on standard terms and conditions and subject to modification depending upon project/site conditions. There are no footage minimum charges.

[a] Full charges for Basic Logs may be based on a per well rate which will include crew and truck, or may include the sum of applicable daily charges. There are no footage charges. Charges may change depending on equipment availability.
[b] Additional radioactive source fees may be applicable.
[c] A one time checkout fee of $3000+ will also apply to this measurement.
[d] Century tool is lower resolution and lower cost; higher resolution tools are at higher rates.
[e] Rates for advanced logs include all crew and truck fees for 10 hrs/day. Sampling @ $125/1-liter.
[f] Daily rate for wells up to 1000 ft in depth. Deeper or extremely high yield wells may require custom bid.
[g] Daily rate. Wells greater than 500 ft submergence may require custom bid.

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Administrator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Principal Investigator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Project Manager	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Field Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Laboratory Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Senior Archaeologist	95.48	111.86	128.24	11/1/2022	12/31/2022	32.76	0%	N/A
0	98.35	115.22	132.09	1/1/2023	12/31/2023	33.74	3.00%	N/A
0	101.30	118.67	136.05	1/1/2024	12/31/2024	34.75	3.00%	N/A
	104.33	122.22	140.12	1/1/2025	12/31/2025	35.79	3.00%	N/A
	107.45	125.88	144.31	1/1/2026	12/31/2026	36.86	3.00%	N/A
Crew Chief	90.18	105.65	121.11	11/1/2022	12/31/2022	30.94	0%	N/A
0	92.87	108.80	124.73	1/1/2023	12/31/2023	31.86	3.00%	N/A
0	95.67	112.08	128.49	1/1/2024	12/31/2024	32.82	3.00%	N/A
	98.53	115.43	132.33	1/1/2025	12/31/2025	33.80	3.00%	N/A
	101.47	118.88	136.28	1/1/2026	12/31/2026	34.81	3.00%	N/A
Field Technician	74.26	87.00	99.73	11/1/2022	12/31/2022	25.48	0%	N/A
0	76.49	89.61	102.73	1/1/2023	12/31/2023	26.24	3.00%	N/A
0	78.79	92.31	105.82	1/1/2024	12/31/2024	27.03	3.00%	N/A
	81.15	95.07	108.99	1/1/2025	12/31/2025	27.84	3.00%	N/A
	83.60	97.94	112.28	1/1/2026	12/31/2026	28.68	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
GIS Analyst	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Administrator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Principal Investigator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Project Manager	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Field Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Laboratory Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Senior Archaeologist	95.48	111.86	128.24	11/1/2022	12/31/2022	32.76	0%	N/A
0	98.35	115.22	132.09	1/1/2023	12/31/2023	33.74	3.00%	N/A
0	101.30	118.67	136.05	1/1/2024	12/31/2024	34.75	3.00%	N/A
	104.33	122.22	140.12	1/1/2025	12/31/2025	35.79	3.00%	N/A
	107.45	125.88	144.31	1/1/2026	12/31/2026	36.86	3.00%	N/A
Crew Chief	90.18	105.65	121.11	11/1/2022	12/31/2022	30.94	0%	N/A
0	92.87	108.80	124.73	1/1/2023	12/31/2023	31.86	3.00%	N/A
0	95.67	112.08	128.49	1/1/2024	12/31/2024	32.82	3.00%	N/A
	98.53	115.43	132.33	1/1/2025	12/31/2025	33.80	3.00%	N/A
	101.47	118.88	136.28	1/1/2026	12/31/2026	34.81	3.00%	N/A
Field Technician	74.26	87.00	99.73	11/1/2022	12/31/2022	25.48	0%	N/A
0	76.49	89.61	102.73	1/1/2023	12/31/2023	26.24	3.00%	N/A
0	78.79	92.31	105.82	1/1/2024	12/31/2024	27.03	3.00%	N/A
	81.15	95.07	108.99	1/1/2025	12/31/2025	27.84	3.00%	N/A
	83.60	97.94	112.28	1/1/2026	12/31/2026	28.68	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
GIS Analyst	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Brian Ludwig Title*: Principal Investigator

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: brian@solanoarchaeology.com Phone Number: (530) 417-7007

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Archaeological Services

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

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H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY’s Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

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LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

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CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

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upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
   1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
   2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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BLACWAT-01 MSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2023

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 # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 1560 Cummins Drive, Suite A Modesto, CA 95358-6406	CONTACT NAME: PHONE (A/C, No, Ext): (209) 578-0183 FAX (A/C, No): (209) 578-1841 E-MAIL ADDRESS:
INSURED Black Water Consulting Engineers, Inc. 602 Lyell Drive Modesto, CA 95356	INSURER A : Valley Forge Insurance Co — NAIC # 20508 INSURER B : National Fire Insurance of Hartford — 20478 INSURER C : Lloyds of London — 15792 INSURER D : 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: X POLICY PRO-JECT LOC OTHER:	X	X	B6045289343	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BUA6076293974	1/1/2023	1/1/2024	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			B7018700970	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Ea Claim	2,000,000
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County Public Works Dept its officers, officials, employees, and volunteers are to be covered as additional insureds and waiver of subrogation applies per the attached SB146968C 10-19 endorsement., Auto additional insured per attached SCA23500
Primary and non-contributory applies when required by written contract per attached CNA80103XX (09-14) on both General Liability and Auto Liability.

CERTIFICATE HOLDER

Mariposa County Public Works Dept
4639 Ben Hur Road
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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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2023

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:** Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc.	**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):**
	E-MAIL ADDRESS:
1 Adp Boulevard	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Roseland NJ 07068	**INSURER A :** Security National Insurance Company / 19879
INSURED Black Water Consulting Engineers, Inc.	**INSURER B :**
	INSURER C :
602 Lyell Dr	**INSURER D :**
	INSURER E :
Modesto CA 95356	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2807064 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	SWC1415259	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Mariposa County Public Works Department
4639 Ben Hur Road
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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Certificate Of Completion

Envelope Id: 4BA9C203AD254761A108F18D57DB575B
Status: Completed
Subject: Complete with DocuSign: 22-725 - Black Water Agreement.pdf
Source Envelope:
Document Pages: 82
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

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Pool: StateLocal

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Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 10:22:12 AM Viewed: 3/7/2023 11:33:50 AM Signed: 3/7/2023 11:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 68.233.193.130 Signed using mobile	Sent: 3/7/2023 11:34:45 AM Resent: 3/8/2023 7:09:34 AM Viewed: 3/8/2023 8:26:25 AM Signed: 3/8/2023 8:27:21 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/8/2023 8:27:28 AM Viewed: 3/9/2023 2:34:34 PM Signed: 3/9/2023 2:34:42 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Jeff Black jeff@blackwater-eng.com President Black Water Consulting Engineers, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Jeff Black C402305842784ED... Signature Adoption: Pre-selected Style Using IP Address: 96.77.253.145	Sent: 3/9/2023 2:34:47 PM Viewed: 3/9/2023 2:47:43 PM Signed: 3/9/2023 2:47:56 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/9/2023 2:47:43 PM ID: cbb5571d-1b69-4d9c-9b2d-ee45d238844d		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/9/2023 2:48:01 PM Viewed: 3/13/2023 6:55:41 AM Signed: 3/13/2023 6:55:46 AM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2022 10:48:53 AM
ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2023 10:22:12 AM
Certified Delivered	Security Checked	3/13/2023 6:55:41 AM
Signing Complete	Security Checked	3/13/2023 6:55:46 AM
Completed	Security Checked	3/13/2023 6:55:46 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

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

TASK ORDER FOR SERVICES

Black Water Task Order No. 4 Date: _____
Yosemite West Wastewater Treatment Plant

Authority
This task order is issued under the authority of the 12/20/22 Professional Service Agreement (2022-725) between Mariposa County ('County') and Black Water Consulting Engineers, Inc. ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare Contractor shall provide and preform professional services for the Yosemite West Wastewater Treatment Plant's improvements and expansion, consisting of background and current condition analysis; topographic and soils investigation to determine an effective solution to generate a final design and provide bidding and engineering services during construction.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $237,600.

Funding Source 3487-102-70321
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisor

CONTRACTOR

Alison Furuya, Vice President
Black Water Consulting Engineers

APPROVED AS TO FORM:

Danielle Bondshu,
Clerk of the Board

Steven W. Dahlem
County Counsel

BLACKWATER
CONSULTING ENGINEERS

Mariposa County On-Call
Engineering Services for
Yosemite West Wastewater Treatment Plant
Disposal Field Engineering Services

June 16, 2023

PROJECT UNDERSTANDING

Mariposa County (County) owns, operates, and maintains an aerated lagoon wastewater treatment plant that serves the Yosemite West subdivision. Following the comminutor at the headworks, wastewater is directed to the first aerated lagoon, then pumped to a circular primary clarifier prior to being discharged into the second aerated lagoon. Sludge and scum collected in the primary clarifier is directed to a sludge holding tank, and the decant water from the holding tank is directed back into the first lagoon. Effluent from the second lagoon is discharged to a tiered land-based disposal system benched along the steep hillside below the plant. Indian Creek is located approximately 100 yards below the lowest disposal field tier.

The unfiltered effluent was originally disposed of through a buried leach line-type system along the tiered benches that was later enhanced with the installation of infiltration chambers. Due to failure of this system, the land-based disposal system was enlarged to include a shallow-bury dripline effluent distribution system on the adjacent hillside. However, the dripline system failed early on due to clogging and has been abandoned. Currently, the effluent disposal system is comprised of a sprinkler distribution system laid above-ground along the tiered hillside below the plant.

The wastewater treatment plant serves over 100 residential homes and a small condominium development not far from Yosemite Valley and Badger Pass Ski Area. Very few homes are owner-occupied, full-time residents. Most of the homes are used as vacation rentals. As such, it is likely that much more wastewater is generated than would normally be from a typical single-family residential development.

Due to the repeated effluent disposal system failures, Black Water Consulting Engineers (Black Water) understands that the County desires to improve, expand, and/or replace the current disposal system. The County has recently acquired an 80-acre parcel west of the drip system disposal field that is available as additional disposal field area.

SCOPE OF WORK

Based upon our discussions with County staff during our visit to the site and review of currently available information, our team proposes to provide the following scope of professional services:

Task 1 – Information Collection, Review, Coordination, and Preliminary Engineering Report

This task includes review of existing background documents and information such as past studies, record drawings and plans, wastewater treatment plant operations and compliance records, reports, maps, and other available County and non-County records as may be applicable to gain a thorough understanding of

the existing wastewater treatment plant and disposal system. The following information will be collected and reviewed as part of the Preliminary Engineering Report portion of the effort:

- Initial site reconnaissance of existing and proposed disposal fields, and follow-up visit for topographic survey and soils investigative work
- Topographic survey, as required to confirm existing topo and map proposed new disposal field
- Geotechnical soils investigation and testing
- Background information collection and review (as described above)
- Average daily and peak day wastewater flow determination for build-out condition
- Percolation capacity requirements and calculations
- Evaluation of alternative effluent disposal design and potential related improvements
- Evaluation of solids-reduction treatment for prevention of disposal system clogging
- Communications with Central Valley Regional Water Quality Control Board (CVRWQCB) regarding conditions for proposed improvements

Due to the steep slopes and relative inaccessibility for conventional excavation equipment, the geotechnical soils investigation will be comprised of hand-auger sampling at a variety of locations within the existing disposal field areas in addition to within the recently acquired 80 acres. Due to the lack of access to available nearby water sources, soil profile and depth to rock analysis will be performed in lieu of percolation testing.

This task also includes the preparation of a Preliminary Engineering Report (PER) which will include an evaluation of solids reduction treatment. The full PER will be provided to the County for review and comment. The County's review comments will be addressed with the Final Engineering Report effort as part of Task 2.

Task 1 Deliverables: Preliminary Engineering Report.

Task 2 – Project Design

The project design effort under Task 2.1 is comprised of an effort to restore and/or expand the existing disposal field, in addition to identifying a reliable means of disposal. Task 2.2 is an optional task to evaluate solids removal treatment to reduce the potential for clogging of the effluent disposal system.

Task 2.1 – Disposal Field Restoration and/or Expansion

Upon completion of Task 1, Black Water will perform the following:

- Preparation of Final Engineering Report
- 50% complete design and plan submittal
- 90% complete plans and specifications submittal
- 100% complete final plans and specifications submittal

Task 2.2 (Optional) – Solids Reduction Treatment Design

If selected, this optional task will integrate solids reduction methods and/or treatment system design into the design development efforts identified into the plans that will be prepared under Task 2.1.

- Evaluation and selection of solids reduction methods and/or treatment systems.
- Design of solids removal process and integration into plans developed under Task 2.1.

The primary purpose of the Final Engineering Report is to assure that the County's objectives for the project will be met with an accepted design approach. The design efforts included in this task will provide a complete solution for replacement of the effluent disposal system and any identified related improvements.

Task 2 Deliverables: Final Engineering Report and 50%, 90%, and 100% complete plans and specifications.

Task 3 – Bid and Construction-Related Services

Task 3.1 – Bidding Assistance

Black Water will assist the County with the contract bidding process. Black Water will provide responses to inquiries and Requests for Information (RFIs) from all prospective bidders, subcontractors, vendors, or others concerning the bid documents. To ensure the project continually moves forward, Black Water will provide the following bid-phase services to assist County staff with this task.

Pre-Bid Support (Pre-Bid Meeting, RFIs) – Black Water will attend a pre-bid conference with potential bidders. Black Water will assist with reviewing and providing written responses to bidder's questions/RFIs during the bid period and will prepare necessary addenda.

Bid Selection Support – As deemed necessary by the County, Black Water will assist with the review and evaluation of bids and in selecting a responsive and responsible contractor, subcontractors, and/or suppliers.

Task 3.1 Deliverables: Responses to Inquiries and RFIs. Final bid selection recommendation.

Task 3.2 – Engineering Services During Construction

Engineering services during construction will be provided that include monitoring the progress and performance of the construction contractors for conformance with contract documents.

Construction Meetings and Site Visits – Attend pre-construction meeting and other construction related meeting. Black Water will receive and respond to design questions from the contractor. Clarifications will be coordinated with the County and recorded. Consult with and advise County staff on necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of contractor's work.

Review Material and Equipment Submittals, RFIs, and Contract Documents – Review, respond, and approve as applicable: equipment submittals and shop drawings, requests for information, and product substitution. Black Water will review and markup each submittal with appropriate comments and return to the County and contractor.

Review Contractor Data and Prepare Record Drawings – Black Water will review, confirm accuracy and completeness, and prepare record drawings based upon information supplied by the contractor. Provide one set of full-size printed drawings and one set of AutoCAD drawings in PDF and AutoCAD format.

Task 3.2 Deliverables: Submittal Review Documents, RFIs and responses, and Record Drawings.

Task 4 – Project Management and Administration

Nick Zaninovich, our Project Manager, will be responsible for administering the in-house and subconsultant's work, developing the project work plan, maintaining the project schedule and other traditional duties of a project manager. Jeff Black will serve as the Principal-in-Charge and technical advisor overseeing QA/QC measures.

Task 4.1 – Project Management and Coordination

Black Water will administer the project's in-house and subconsultant's work to maintain the project schedule and budget. This task will include tracking the progress of the work, client reporting, schedules, budgets, and deliverables.

At a minimum, Black Water will attend a kick-off meeting and one (1) progress meeting in addition to the preliminary site visit included in Task 1. Black Water will establish clear and consistent communication with the County to discuss progress of design. Black Water will attend meetings (or conference calls) with the County as needed to discuss and finalize the design. This does not include investigative and/or field meetings that Black Water will need to conduct to collect project information. Black Water will prepare and distribute all meeting agendas and meeting minutes for all project meetings as detailed below.

Task 4.2 – Kick-Off and Design Meetings

The Kick-off Meeting will include key staff from Mariposa County and the design team consultants to identify additional information needed from the County to assist in better understanding the parameters of the project. The meeting will establish chains of communications and decision-making procedures that will influence the project approach and schedule. The meeting will also be a forum to establish consensus for the project goals and objectives and clearly define project expectations and scope of work.

A meeting will be held with County staff to review the design prior to submittal of the 90-percent design level to discuss progress, issues, solutions, and upcoming tasks.

Task 4 Deliverables: Status reports via email, meeting agendas and minutes, and CVRWQCB entitlement support documents and communications.

Exclusions:

1. Items not specifically identified in this scope of work
2. Environmental services or studies
3. Electrical engineering
4. Permitting and permitting fees (permitting can be provided as an additional task if necessary)

BLACKWATER CONSULTING ENGINEERS

MARIPOSA COUNTY ON-CALL
ENGINEERING SERVICES FOR
YOSEMITE WEST WASTEWATER TREATMENT PLANT DISPOSAL FIELD ENGINEERING SERVICES

June 16, 2023

COST PROPOSAL

Task	Task Activity	Principal	Project Manager	Associate Engineer	Assistant Engineer	Engr. Tech.	CAD	QA/QC Admin.	Black Water Total Hours	Black Water Fee	Surveying Subconsultant	Geotechnical Engineering Subconsultant	Electrical Engineering Subconsultant	Structural Engineering Subconsultant	Total Fee
	Hourly Rate	250	228	198	160	150	155	98							
1	**Information Collection, Review, Coordination, and Preliminary Engineering report**														
	Site reconnaissance and follow-up visit		10			10			20	$3,780					$3,780
	Topographic Survey		8					1	9	$1,922	$10,000				$12,922
	Soils investigation and percolation testing		8					1	9	$1,922		$15,000			$18,422
	Background information collection and review	2	20			16				$7,460					$7,460
	Plant capacity and soil percolation calculations		16			16				$6,048					$6,048
	Determination of alternative effluent disposal design		16			32				$8,448					$8,448
	Communications with CVRWQCB		12			6				$3,636					$3,636
	Preparation of Preliminary Engineering Report	2	32			40	20	4	98	$17,288					$17,288
	Task 1 Total	**4**	**122**	**0**	**0**	**120**	**20**	**6**	**136**	**$50,504**	**$10,000**	**$15,000**			**$78,004**
2	**Project Design**														
2.1	*Disposal Field Restoration and/or Expansion*														
	Preparation of Final Engineering Report	1	4			8	4	2	19	$3,178					$3,178
	50% Complete design and plan submittal	1	40			72	80		193	$32,570					$32,570
	90% Complete design and plan submittal	1	40			60	80		181	$30,770					$30,770
	100% Complete final plans and specifications submittal	1	16			20	24		61	$10,618					$10,618
	Task 2.1 Subtotal	**4**	**100**	**0**	**0**	**160**	**188**	**2**	**454**	**$77,136**					**$77,136**
2.2	*Optional Task - Solids Reduction Treatment Design*														
	Evaluation and selection of solids reduction methods and/or treatment	1	16			24	8		49	$8,738					$8,738
	Design of solids removal process	1	48			72	80	4	205	$34,786			$8,000	$10,000	$54,586
	Optional Task 2.2 Subtotal	**2**	**64**	**0**	**0**	**96**	**88**	**4**	**254**	**$43,524**			**$8,000**	**$10,000**	**$63,324**
	Task 2 Total	**6**	**164**	**0**	**0**	**256**	**276**	**6**	**708**	**$120,660**			**$8,000**	**$10,000**	**$140,460**
3	**Bid and Construction Related Services**														
3.1	Bidding Assistance		4			8	4		16	$2,732					$2,732
3.2	Engineering Services During Construction		16			20			36	$6,648					$6,648
	Task 3 Total	**0**	**20**	**0**	**0**	**28**	**4**	**0**	**52**	**$9,380**					**$9,380**
4	**Project Management and Administration**														
4.1	Project Management and Coordination	1	16			16		8	41	$7,082					$7,082
4.2	Kick-off and Design Meetings	1	8			4			13	$2,674					$2,674
	Task 4 Total	**2**	**24**	**0**	**0**	**20**	**0**	**8**	**54**	**$9,756**					**$9,756**
	TOTALS WITHOUT TASK 2.2 (OPTIONAL)	**10**	**266**	**0**	**0**	**328**	**212**	**16**	**696**	**$146,776**	**$10,000**	**$15,000**			**$174,276**
	TOTAL FEE ALL TASKS	**12**	**330**	**0**	**0**	**424**	**300**	**20**	**950**	**$190,300**	**$10,000**	**$15,000**	**$8,000**	**$10,000**	**$237,600**

Notes:
1. Topographic surveying services may not be required depending upon topographic information available from the County
2. Subconsultant fees include a 10% markup
3. Subconsultant fees included under Task 2.2 are budgets and not based on subconsultant estimates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2023

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
Automatic Data Processing Insurance Agency, Inc.
1 Adp Boulevard
Roseland NJ 07068

CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.
PHONE (A/C, No, Ext): 1-800-524-7024 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Security National Insurance Company	19879
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Black Water Consulting Engineers, Inc.
602 Lyell Dr
Modesto CA 95356

COVERAGES **CERTIFICATE NUMBER:** 2807064 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	SWC1415259	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER
Mariposa County Public Works Department
4639 Ben Hur Road
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
Nancy M. Muir

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BLACWAT-01 MSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2023

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 # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 1560 Cummins Drive, Suite A Modesto, CA 95358-6406	CONTACT NAME: PHONE (A/C, No, Ext): (209) 578-0183 FAX (A/C, No): (209) 578-1841 E-MAIL ADDRESS:
INSURED Black Water Consulting Engineers, Inc. 602 Lyell Drive Modesto, CA 95356	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Co — 20508 INSURER B : National Fire Insurance of Hartford — 20478 INSURER C : Lloyds of London — 15792 INSURER D : 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						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	B6045289343	1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		BUA6076293974	1/1/2023	1/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			B7018700970	1/1/2023	1/1/2024	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Ea Claim	2,000,000
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County Public Works Dept its officers, officials, employees, and volunteers are to be covered as additional insureds and waiver of subrogation applies per the attached SB146968C 10-19 endorsement., Auto additional insured per attached SCA23500
Primary and non-contributory applies when required by written contract per attached CNA80103XX (09-14) on both General Liability and Auto Liability.

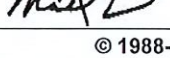
CERTIFICATE HOLDER

Mariposa County Public Works Dept
4639 Ben Hur Road
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 12, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Written Public Comment Received for December 12th, 2023

RECOMMENDATION AND JUSTIFICATION

Written Public Comment Received for December 12th, 2023
- Online Comment Submittal: High-Intensity Lights

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely receives public comment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. FW_ Online Form Submission #18447 for Public Co...

From: Tracy Gauthier
To: Danielle Bondshu
Subject: FW: Online Form Submission #18447 for Public Comment on Board Items
Date: Tuesday, December 12, 2023 8:35:44 AM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, December 10, 2023 1:38 PM
To: Tracy Gauthier <tgauthier@mariposacounty.org>; Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Online Form Submission #18447 for Public Comment on Board Items

Public Comment on Board Items

Public comment on Board of Supervisors agenda items can be provided via this form or from the meeting website located at http://www.mariposacounty.org/bosagendas.

***Please indicate the item that this comment applies to, and keep your comments to under 2000 characters (approximately 400 words.)*
***Please note that all comments received will be distributed to the Board members and attached to the Minutes following our normal procedures.*
***The County bears no responsibility for delays caused by lapses in internet service, consequently, we suggest that you submit your comments early to allow for potential delivery lags.*

NAME (Not Required but helps with the Minutes)	Susan Posey
Please Indicate the Item this comment pertains to:	High intensity lights
Your position on this item:	Oppose
Your comment for this item: (Please note: This form is limited to 4000 characters which equals approximately 500 words. Longer communications should be emailed to board-clerk@mariposacounty.org.)	If this subject has not come before you I would like to see it addressed. I'm sure you are aware of the house above Mariposa that during the holidays puts up a large bank of very large multi colored flashing lights and a strong beam of light into the sky. I love Christmas lights but these are overboard, not joyful and can be detrimental to the wildlife and to stargazing, the enjoyment of our dark skies. Can this be put on the agenda with a Dark Sky Ordinance as the goal? Thank you

Email not displaying correctly? View it in your browser.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	December 12, 2023
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	CLOSED SESSION: Public Employee Discipline/Dismissal/Release (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Discipline/Dismissal/Release (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: (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

MARIPOSA COUNTY

Board of Supervisors

MEETING: December 12, 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 12, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9; Number of Cases to be Discussed: 2

RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 2

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:

Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

1. **C23-21 Anthony Silva 11-15-23**
2. **C23-22 Erica Silva 11-15-23**

C 23-21

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF Anthony Silva)
(Claimant))
)
v.)
)
COUNTY OF MARIPOSA)
)

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
NOV 15 2023
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Anthony Silva
Whose address is: 1300 10th Street, Suite G
City and State: Modesto, California Zip: 95354
Contact Phone: 209-408-0342 Email: modesto@gradfordlawfirm.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $200,000,000.00.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☒ Property Damage
- ☒ Personal Injury
- ☒ Contract
- ☒ Other *(Please List)*

Negligence, Negligent Supervision, Negligent Retention
Loss of consortium, CCP 52.1 (Bane Act),

which occurred on June 8 (MONTH/DAY), 2023 in the vicinity of *(place where incident occurred)*:

5999 Sugar Pine Drive, Coulterville, California 95311
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

(see attached)

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

Mariposa County, Debra Willis, Justin Meisner

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

(see attached)

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages Incurred to date:

Expenses for medical and hospital care $_____

Loss of earnings $_____

Specific damages **(ITEMIZE & PROVIDE 3 REPAIR ESTIMATES)**

(see attached) $_____

_____ $_____

Other damages (ITEMIZE)

(see attached) $_____

_____ $_____

TOTAL DAMAGES INCURRED TO DATE: $200,000,000.00

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $200,000,000.00

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $200,000,000.00

All notices or other communications with regard to this claim should be sent to claimant at:

Gradford Law Firm, 1300 10th Street, Suite G, Modesto, California 95354

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

****PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.***

Dated: 11-17-27 Signed _____

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

Circa June 8, 2023, Mr. Silva became aware that the County of Mariposa, and or its employees, failed to investigate/confirm the credentials of an individual who represented himself to them to be a general contractor licensed by the state of California to accomplish installation of solar panels on his home. Mariposa county allowed that individual to work on Mr. Silva's home and that person's insufficient subpar work/services caused severe damage to his home. Furthermore, the employees of Mariposa were not qualified to inspect Mr. Silva's home or to oversee the process by which installation of solar panels occurred. Namely Justin Meisner was not qualified to conduct such inspections. Debra Willis's credentials are deficient and she is not qualified to carry out the duties assigned to her by the county. Mariposa county was aware of its employees deficient credentials yet took no action to correct them, moreover, allowed them to engage in duties that directly caused damage to the Silva family. Mariposa and its employees acted to hide the shortcomings of its employees and its actions by misrepresenting information to him upon inquiry.

As a consequence of the breaches of duties/actions/inactions of the county of Mariposa and/or its employees, the Silva home was without electricity for one hundred and seventeen days (117). They suffered through bitter winter and scorching summer conditions. They experienced a total interruption of power for a two-week (2) period from February 19 through March 9. They relied on a single generator to survive. That power source was insufficient and did not generate enough power to sustain his property. The roof remains severely damaged; they lost the warranties for the solar system; they must remove the existing solar system and replace it with a new one; they must purchase new solar batteries and a new generator; they must obtain new financing to purchase and install a new system properly. The impact on the Silva family was severe emotionally, physically, and mentally. They essentially could not use basic utilities, such as the microwave, the air conditioner, the washing machine, or the dryer. There was a constant flickering of the light bulbs through their home. They were unable to use any major appliances and had no access to water after 5pm. PG&E had cut them off from their grid.

As a consequence of Mariposa County negligence as well as the negligent and fraudulent actions of its employees, Mr. Silva and his family suffered tremendous damages. Mr. Silva estimates that there would be approximately between $40,000-$50,000 in cost to restore the roof to its original condition. It will cost between $5,000-$10,000 to remove the defective solar system. The new system will cost them approximately $220,000 to purchase and install. New warranties must be purchased to cover the new system. The list of damages goes on and on.

With consideration of the aforementioned facts, Mr. and Mrs. Silva, hereby submit the following offer to settle any and all claims of damages they incurred for actual damages, statutory damages, negligence, exemplary, or punitive damages and such other relief as provided by existing law; cited herein; for past and future economic damages; for prejudgment and post-judgment interest on such monetary relief at the maximum legal rate; for attorney's fees: 2,000,000.00 (two million dollars and no cents).

Should you desire to discuss this matter further, please contact me directly. This offer to settle will expire at 4:00 pm on January 12, 2024. Thank you for your time and consideration.

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

November 15, 2023

Anthony Silva
1300 10th Street, Suite G
Modesto, CA 95354

Re: County Claim C23-21

To Whom It May Concern,

Attached you will find a file-stamped copy of the above-referenced "Claim for Personal Injury and/or Property Damage" dated November 15, 2023. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C23-21 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

C23-22

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF Erica Silva
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
NOV 15 2023
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Erica Silva
Whose address is: 1300 10th Street, Suite G
City and State: Modesto, California Zip: 95354
Contact Phone: 209-408-0342 Email: modesto@gradfordlawfirm.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $200,000,000.00.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☒ Property Damage
- ☒ Personal Injury
- ☒ Contract
- ☒ Other *(Please List)*

Negligence, Negligent Supervision, Negligent Retention
Loss of consortium, CCP 52.1 (Bane Act),

which occurred on June 8 (MONTH/DAY), 2023 in the vicinity of *(place where incident occurred)*:

5999 Sugar Pine Drive, Coulterville, California 95311
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

(see attached)

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

Mariposa County, Debra Willis, Justin Meisner

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

(see attached)

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care $_____

Loss of earnings $_____

Specific damages **(ITEMIZE & PROVIDE 3 REPAIR ESTIMATES)**
(see attached) $_____

_____ $_____

Other damages (ITEMIZE)
(see attached) $_____

_____ $_____

TOTAL DAMAGES INCURRED TO DATE: $200,000,000.00

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $200,000,000.00

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $200,000,000.00

All notices or other communications with regard to this claim should be sent to claimant at:
Gradford Law Firm, 1300 10th Street, Suite G, Modesto, California 95354
(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

Dated: 11/13/2023 Signed Erica Silva
(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims
A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

Circa June 8, 2023, Mr. Silva became aware that the County of Mariposa, and or its employees, failed to investigate/confirm the credentials of an individual who represented himself to them to be a general contractor licensed by the state of California to accomplish installation of solar panels on his home. Mariposa county allowed that individual to work on Mr. Silva's home and that person's insufficient subpar work/services caused severe damage to his home. Furthermore, the employees of Mariposa were not qualified to inspect Mr. Silva's home or to oversee the process by which installation of solar panels occurred. Namely Justin Meisner was not qualified to conduct such inspections. Debra Willis's credentials are deficient and she is not qualified to carry out the duties assigned to her by the county. Mariposa county was aware of its employees deficient credentials yet took no action to correct them, moreover, allowed them to engage in duties that directly caused damage to the Silva family. Mariposa and its employees acted to hide the shortcomings of its employees and its actions by misrepresenting information to him upon inquiry.

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As a consequence of Mariposa County negligence as well as the negligent and fraudulent actions of its employees, Mr. Silva and his family suffered tremendous damages. Mr. Silva estimates that there would be approximately between $40,000-$50,000 in cost to restore the roof to its original condition. It will cost between $5,000-$10,000 to remove the defective solar system. The new system will cost them approximately $220,000 to purchase and install. New warranties must be purchased to cover the new system. The list of damages goes on and on.

With consideration of the aforementioned facts, Mr. and Mrs. Silva, hereby submit the following offer to settle any and all claims of damages they incurred for actual damages, statutory damages, negligence, exemplary, or punitive damages and such other relief as provided by existing law; cited herein; for past and future economic damages; for prejudgment and post-judgment interest on such monetary relief at the maximum legal rate; for attorney's fees: 2,000,000.00 (two million dollars and no cents).

Should you desire to discuss this matter further, please contact me directly. This offer to settle will expire at 4:00 pm on January 12, 2024. Thank you for your time and consideration.

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

November 15, 2023

Erica Silva
1300 10th Street, Suite G
Modesto, CA 95354

Re: County Claim C23-22

To Whom It May Concern,

Attached you will find a file-stamped copy of the above-referenced "Claim for Personal Injury and/or Property Damage" dated November 15, 2023. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C23-22 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: December 12, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: PUBLIC HEARING: to Consider Adopting a Resolution Accepting the 2022 General Plan Annual Report Plan; and Approving the 2023 General Plan Amendments Schedule, County Project No. 2023-073

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Consider Adopting a Resolution Accepting the 2022 General Plan Annual Report Plan; and Approving the 2023 General Plan Amendments Schedule, County Project No. 2023-073

Following consideration and public testimony on the 2022 General Plan Annual Report, the Planning Commission Recommends that the Board of Supervisors take the following actions:

1. Consider any changes that should be made to the 2022 General Plan Annual Report
2. Adopt a resolution to accept the 2022 General Plan Annual Report and 2023 Amendments Schedule
3. Direct staff to forward the final resolution for the 2022 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research.
4. Find the actions exempt from CEQA pursuant to CEQA Guidelines Section 15306

See Attachments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous Board action occurred on the 2022 General Plan Annual Report.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No approval would result in no final Board resolution to provide the State Office of Planning and Research.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **General Plan Annual Report 2022**
2. **Attachment 1 - Housing Element Implementation Tables**
3. **Attachment 2 - Strategic Implementation Work Plan Task List**
4. **Attachment 3 - General Plan Implementation Measures**
5. **BOS Resolution**
6. **Presentation PPT**
7. **Notice of Exemption**

COUNTY OF MARIPOSA
GENERAL PLAN ANNUAL PROGRESS REPORT

Review of Calendar Year
2022

Mariposa County Planning Department

Introduction

Purpose of the Annual Report

This report is prepared pursuant to Government Code Section 65400 and the adopted Mariposa County General Plan, which requires a report be prepared each year regarding the General Plan. The Governor's Office of Planning and Research provides guidance in terms of preparing the report. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing. Following consideration by the Planning Commission and action by the Board of Supervisors, the General Plan Annual Report is submitted to the Office of Planning and Research and the Department of Housing and Community Development.

This 2022 Annual Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2022 calendar year. It also describes planning activities that are in process or anticipated in 2023 through 2025 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Mariposa County General Plan

The Mariposa County General Plan was adopted by the Board of Supervisors on December 18, 2006. The underlying goals and policies of the General Plan were developed during a six-year-long public planning process featuring community workshops, preliminary drafts of policy documents, planning fairs, focused working sessions, public outreach efforts, revised drafts, and a final round of public hearings. An accompanying programmatic Environmental Impact Report (EIR) for the General Plan was prepared, revised, and circulated twice. The adopted General Plan and EIR mitigation measures have been in effect since December 18, 2006. Printed, electronic and on-line access to the adopted General Plan has been available to the public since January 2007.

The General Plan is a broadly-based policy document consisting of sixteen elements, with goals, standards and implementation measures designed to shape the future growth and development of Mariposa County, while preserving and enhancing the rural character of the County's natural resources and small communities.

Compliance with State Law and the General Plan Guidelines

State law mandates that each city and county adopt a general plan containing at least seven "required" elements: Land Use, Circulation, Housing, Open Space, Conservation, Safety, and Noise. Senate Bill 1000, adopted in 2016, now also requires cities and counties that have disadvantaged communities to incorporate environmental justice policies into their general plans either in a separate element or by integrating related policies and objectives throughout the other elements. This update must happen "upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018." Mariposa County hasn't revised two or more elements

since January 1, 2018, so this requirement hasn't yet been triggered. In the coming year, staff will assess how to best address these requirements in the County's general plan and develop a process to carry out any necessary changes. Cities and counties that have identified disadvantaged communities, as defined by SB 1000 must include air quality in their General Plans. No disadvantaged communities as defined by SB 1000 have been identified in Mariposa County. Additional "optional" elements may be included at the discretion of the local jurisdiction.

Each local jurisdiction is allowed broad discretion with regard to how its general plan is organized. The general plan does not need to be arranged in eight distinct elements as long as the content necessary for each of the required elements is included in the general plan. The table below indicates how the topics that are to be addressed in each of the seven required elements are distributed in the County's general plan documents. Required and optional elements are shown in Table 1, along with the date of adoption or last major revision.

Table 1: Mariposa County General Plan Elements

Mandatory Elements	Year Adopted	Last Comprehensive Update	Last Amendment
Land Use Element	2006	N/A	10/2021
Circulation, Infrastructure, and Services Element	2006	N/A	N/A
Housing Element	2016	8/2019	N/A
Conservation and Open Space Element	2006	N/A	2015
Noise Element	2006	N/A	N/A
Safety Element	2006	N/A	10/2017
Environmental Justice	"upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018."		
Optional Elements			
Agricultural Element	2006	N/A	N/A
Economic Development Element	2006	N/A	N/A
Arts and Culture Element	2006	N/A	N/A
Local Recreation Element	2006	N/A	N/A
Regional Tourism Element	2006	N/A	N/A
Historic and Cultural Resources Element	2006	N/A	N/A
Volume II-Area Plans			

Coulterville Town Planning Area Town Plan	1980	N/A	2016
Catheys Valley Community Plan	2012	N/A	2020
Fish Camp Town Planning Area Specific Plan	1983	N/A	2019
Wawona Town Planning Area Specific Plan	1987	2012	2016
Mariposa Town Planning Area Town Plan	1992	N/A	2021

Area Plans in Preparation (2020)

Progress toward implementation of the General Plan occurs whenever a new Area Plan is prepared and adopted, when an existing Area Plan is amended, or when the planning for a Planning Study Area is initiated. At full implementation of the General Plan, sixteen geographically-distinct Area Plans are envisioned for Mariposa County's local communities; and the Yosemite National Park's General Management Plan represents a separate federal planning area of its own. The overall status and timing of the planning programs for each of the Area Plans is established in Table 5-1 of the General Plan (see below).

The Mariposa County Area Plans fall within the following descriptions, depending upon the scope and intensity of the land uses represented within any given planning area:

- Town Planning Area: All residential, commercial, industrial, job-center, recreation, and public uses, as defined in the General Plan, are consistent with the purpose of a town planning area. In the case of pre-existing adopted town plans, the planning documents may be known as a Town Specific Plan (such as Fish Camp).

- Community Planning Area: Single-family residential, rural commercial, recreation/resort-oriented, small business and public are the land uses consistent with the purpose of a community planning area. Multi-family residential uses with more than two attached dwelling units per structure and industrial uses are not consistent land uses within community planning areas; live-work commercial/residential uses are acceptable. Greeley Hill and Catheys Valley are examples of Community planning areas.

- Special Planning Area: Some small locales (including Foresta, Buck Meadows and Yosemite West) in the County do not face the full scope of issues and land uses warranting a full-scale town plan or community plan. The purpose of a special plan is to address the specific issues of local importance for the planning area. Consistent uses will be defined within the special plan.

Three Area Plans are identified in Table 5-1 of the General Plan as "pending for approval in (the) short term." These are the communities of Midpines, Lake Don Pedro, and Yosemite West.

The Midpines Community Planning Advisory Committee (MCPAC), appointed several years ago by the Board of Supervisors, has been meeting regularly. Since January 2013, Planning has staffed the committee and worked with members regarding the Community Plan for Midpines. The MCPAC continued work on preparing a draft of the Community Plan throughout 2020. Planning staff presented the draft of the plan to the Board of Supervisors on December 8, 2020. The Board sent the document back to the MCPAC to address areas of concern identified by the Board. These have been addressed, and a modified plan will be taken through a public review process.

Significant work was done on the Yosemite West Special Plan in the years 2000 through 2007. Staff worked with an appointed advisory committee, and a draft plan was presented to the Board of Supervisors. There was significant controversy within the community. Ultimately, that plan was not acted upon by the Board, and there was no change made to Table 5-1 for Yosemite West.

The Lake Don Pedro Town Planning Area is the final short-term priority for Area Plans. No formal community planning process has begun for this area.

The Catheys Valley Community Plan was amended by the Board of Supervisors on July 21, 2020. The amendments to the Plan relaxed standards that restricted the types of businesses that would be allowed in the Community Commercial land use classification. The amendments broadened the types of businesses that would be allowed in the 25.12± acre area to those that can also serve visitors and the touring public.

Table 5-1: Planning Area and Area Plan Status

Planning Area	*Planning Advisory Committee*	*Area Plan Status*
Bear Valley Community	No	Not scheduled
Bootjack Community	No	Not scheduled
Buck Meadows Special	No	Not scheduled
Catheys Valley Community	Yes	Adopted
Coulterville Town	Yes	Adopted
El Portal Town	Yes	Pending for completion in the intermediate term
Fish Camp Town Specific Plan	Yes	Adopted
Foresta Special	No	Not scheduled
Greeley Hill Community	Yes	Not scheduled
Hornitos Community	No	Not scheduled
Lake Don Pedro Town	No	Pending for completion in short term
Mariposa Town	No	Adopted

Midpines Community	Yes	Pending for completion in short term
Mount Bullion Town	No	Not Scheduled
Wawona Town Specific Plan	Yes	Adopted
Yosemite National Park	N/A	Complete[1]
Yosemite West Special Plan	Yes	Pending for completion in the short term

[1]Yosemite National Park has prepared three major updates to its General Management Plan. Of these various plans, the Yosemite Valley Plan and the Merced River Plan have the greatest set of collaborative planning issues within the County.
Source: Mariposa County General Plan.

General Plan Amendments

Changes or amendments to the General Plan occur through applications by the public or by the County after authorization to proceed by the Board of Supervisors. State law requires the General Plan be kept current and updates occur periodically. There were no amendments to the General Plan in 2022.

Strategic Implementation Plan

In August of 2017, the County initiated a project to develop a Strategic Implementation Work plan to prioritize and guide the implementation of the General Plan. Since adoption of the General Plan in 2006, staff had made some progress in implementing the General Plan, but progress was slow due to limited resources and competing priorities. The Strategic Implementation Work Plan was developed to identify specific work tasks along with a recommended priority, through a series of workshops and discussions. The Strategic Implementation Work Plan was accepted by the Board of Supervisors in March of 2018.

The Strategic Implementation Work Plan is a 5-year work plan to implement the General Plan. Several tasks were identified to commence in the 2018-2019 fiscal year. As part of the Fiscal Year 2018-2019 Budget request, staff requested significant funding for identified Year 1 tasks. Staff's request was not fully funded. The Board of Supervisors allocated funds to commence Tasks 1.5 and 1.6 only. Staff held off on pursuing consultant assistance immediately following the Ferguson Fire, which burned from mid-July to mid-August 2018, due to anticipated financial impacts resulting from the fire. In February of 2019, Planning released a Request for Proposals to seek a consultant to commence work on Tasks 1.5 and 1.6. An Agreement for consultant assistance was approved by the Board of Supervisors at their meeting on March 26, 2019. Staff and the consultant team met in person several times during 2019 following the execution of the agreement and continue to meet on a bi-weekly basis via teleconference. Since then, the following draft

documents have been prepared by the consultant team, and were reviewed by County staff and returned to the consultant for preparation of final draft documents: The new combined zoning/subdivision development code will include a Table of Contents, Article 1 (Enactment and Applicability), Article 2 (Zones, Allowable Uses, and Development Standards), Article 3 (Regulations Applicable to All Zones), Article 4 (Regulations for Specific Land Uses), Article 6 (Nonconforming Uses, Structures and Parcels), Article 7 (Permit Processing Procedures), Article 8 (Development Code Administration) and Article 9 (Definitions). No final action was taken on the proposed development code in 2022.

A draft of the Midpines Community Plan was initiated by the Board of Supervisors for processing in 2021. No final action was taken on the Plan in 2022.

A copy of the complete table identifying all the identified General Plan tasks and schedule is attached to this report. Below is a table listing the first set of tasks proposed by the Strategic Implementation Work Plan to be completed in Year 1:

1.1	**COUNTYWIDE FIRE SAFETY STRATEGIC PLAN** -Seek FEMA disaster mitigation funding to complete a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards. - Identify long-term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety. - Identify thresholds and capital facility needs for each of the existing and future service areas. - Revise and update the Standards of Cover and service area maps. - Consolidate local Community Wildfire Protection Plans (CWPPs) into a Countywide CWPP. - Identify land use, zoning, density, property maintenance and other standards that would improve fire safety.
1.2	**MARIPOSA TOWN PLAN UPDATE** -Update the Mariposa Town Plan to include the identified expansion area and to provide land use policy guidance and recommend amended development regulations to be added to the Zoning Ordinance (Subtitle 17.300). - Incorporate provisions that expand locations for industrial uses near Mariposa Airport, and provide sufficient capacity to allow for potential expansion of office locations. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the community plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Require water and sewer disposal to be provided from a centrally coordinated and managed system. - Expand locations for higher-density housing. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Establish and annotate annexation process to add lands to utility service territories (e.g., SOI expansion, LAFCO process, service extensions, financial agreements). - Incorporate provisions of the Multimodal Transportation Feasibility Study being conducted by Mariposa County LTC.
1.3	**COMPLETE MIDPINES COMMUNITY PLAN** - Continue staff work to facilitate community group meetings and prepare plan documentation in order to complete the Midpines Community Plan within one year. - Midpines Community Plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. December 2021 Board of Supervisors Authorized Staff to Initiated the Environmental Review and Complete the Plan Adoption process. Estimated Timeline- 202-2023

1.4	**EL PORTAL TOWN PLAN [*Note: In collaboration with National Park Service and Aramark and subject to negotiations on a Memorandum of Understanding with the National Park Service*]** - Area plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Plan to be prepared in collaboration with National Park Service and Aramark. - Incorporate provisions that identify suitable locations to accommodate additional workforce housing uses necessary to support Yosemite National Park and sufficient capacity to allow for potential expansion of office locations. - Ensure that the plan addresses and is consistent with the Merced Wild and Scenic River Comprehensive Management Plan and EIS. - Ensure that the plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Address potential National Park Service approval/action. - Address potential need for National Environmental Policy Act (NEPA) action.
1.5	**ZONING ORDINANCE UPDATE - PART 1** - Part 1 of 3, including items that do not require completion of updated area plans. Some items below are not necessarily code updates (i.e., some may be established as department policy/procedure). - Implement zoning provisions established in adopted Catheys Valley Community Plan, Fish Camp Town Plan, Coulterville Town Plan, and Wawona Town Plan. - Identify alternative strategies for providing flexibility in application processing and maximizing densities, where appropriate. - Develop siting and development standards for recreation and resort uses. - Establish performance-based zoning standards for commercial and industrial districts. - Establish standards to protect visual character and define "viewshed", including a cell tower compliance strategy. - Establish lighting standards consistent with recommendations from the International Dark Sky Association. - Establish standards for special event/wedding venues. - Establish standards for "close-to-services" development. - Establish provisions to accommodate home-based businesses consistent with each land use designation, and update agri-tourism ordinance and determine appropriateness of home-based businesses outdoors on Williamson Act parcels. - Establish siting and development criteria for public facilities and sites. - Maintain maximum allowable residential density for all lands outside of community/area plans as one dwelling unit per 5 acres (plus one accessory dwelling unit on each parcel). - Update the extent and provisions of the Timber Reserve zoning district to limit development in areas of identified potential timber resources. - Establish that no discretionary project will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Address state-mandated zoning requirements for affordable housing.- Establish provisions for review and approval of projects within the Mariposa Airport Land Use Planning Area (review the provisions of the Airport Overlay Zone). - Establish that no project will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Clearly define uses compatible with agriculture and accommodate agri-tourism uses through changes to Agriculture and other zone districts. - Reevaluate permitted use tables in commercial and industrial districts to identify additional uses to be allowed by right (i.e., fewer CUPs) - Establish procedure that allows County staff to address uses not currently listed. - Establish procedure that allows County staff some minor deviations from development standards, as appropriate. - Implement requirements for minimum building and grading setback lines from waters of the State that are adequate to protect stream, riparian, and wetland resource values. - Consider need for a noise ordinance to define noise standards for the County. - Require preparation of acoustical analyses for certain proposed nonresidential uses as described in Implementation Measure 15-2B(1). - Require appropriate noise reduction measures for outdoor public events, as described in Implementation Measure 15-2B(3).

	- Establish appropriate standards for discretionary development projects wishing to provide alternative, on-site fire protection services. - Establish a dam inundation overlay district. -Require a hydrologic evaluation for development projects located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Require flood and drainage channels to be designed into landscaping plans.

1.6	**SUBDIVISION ORDINANCE UPDATE** - Complete a comprehensive update to the County's subdivision regulations including the following provisions: - Establish mechanism/procedure for minimum density subdivisions in lieu of minimum parcel size subdivisions. - Require new subdivisions to demonstrate adequate roadway capacity to serve the project prior to approval. - Require new subdivisions to provide mandatory contributions for maintenance of any roads that are not within the County-maintained road system. - Modify lot adjustment procedures/provisions as described in Implementation Measures 5-9A(2) re: minimum parcel size and 10-2A(2) re: Williamson Act parcels. - Require that infrastructure for new subdivisions meet requirements for ready-to-build parcels. - Establish that no subdivision will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Establish that no subdivision will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Develop subdivision design standards for placement of structures on ridgelines. - Establish provisions for site development and clustering in new subdivisions to conserve designated scenic routes. - Encourage maximized solar access where feasible and consistent with maintenance of scenic values in new subdivision designs. - Establish appropriate standards for new subdivisions proposing to provide alternative, on-site fire protection services. - Amend, if necessary, the County Subdivision Ordinance to ensure formal review of subdivisions by the fire agencies. - Require a hydrologic evaluation for proposed subdivisions located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require subdivision parcel and final maps and building permit site plans to provide for on-site detention for normal stormwater flows in excess of the capacity of natural drainage courses receiving runoff from the development. - Require subdivision parcels to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Amend, if necessary, to correspond with zoning regulations to provide for additional density.

As part of the General Plan Implementation project, Title 1 of County Code was proposed to be amended to include a comprehensive code enforcement procedures program that would ensure that all county codes, including those that implement the General Plan, are adequately enforced using an efficient process. The amendments, County Code Amendment No. 2019-218, were brought before the Board of Supervisors and Planning Commission in October of 2020. The Board considered the amendment language, evidence in the record and public input and tabled the amendments pending further public input. No final action was taken on the code amendment in 2022.

Housing Element Implementation

A Housing Element is unique in terms of its policy and reporting requirements under California statutes, and with regard to the state-supervised schedule by which it is updated and adopted. The Housing Element describes housing programs and the responsible agencies/departments responsible for implementing them along with specific time frames for implementation.

The adopted 2019-2024 Housing Element demonstrates that the County can accommodate its state assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector. The policies in the Housing Element generally call for local agencies to encourage the production of affordable housing, and to avoid and eliminate constraints to the construction of new and affordable housing units. The Housing

Element identifies several new programs that are necessary to meet legislative requirements. Each Housing Element program and its implementation status are summarized in attached HCD tables.

Attachment 1 is the Housing Element Implementation Annual Progress Report summary, a State mandated report that is to be submitted to HCD each year. The tables provide information on the residential building permit activity for 2022 based upon income levels from extremely low to moderate income housing. There have been no residential units constructed for very low or low income households.

The County approved a Comprehensive Housing Program Implementation Study on June 19, 2018 (Program 2.1 of the 2014-2019 Housing Element). This document identifies several initiatives for the County of Mariposa to implement to increase the supply of housing including potential funding sources.

Additionally, the 42 unit Mariposa (Creekside) Terrace low-income apartment project received additional approvals by resolution on March 2, 2021 and an accompanying ordinance adopted on March 16, 2021. Project construction was in 2022 and the units are now being rented.

In December of 2018, the Board of Supervisors had a discussion on potential housing programs that could assist in increasing the supply of housing. Several options were identified and discussed, including:

- Accessory Dwelling Units (Development Code Update)
- Single Room Occupancy (SRO) units (Development Code Update)
- Kitchen Definition (Development Code Update)
- Tiny Homes (Researching)
- Junior Accessory Dwelling Units (JADUs) (Development Code Update)
- Allowance for Extended Stay RV Parks (Development Code Update)
- Areas for Extended Stay RV Parks (Development Code Update)
- Employee Housing (Researching and Development Code Update)
- "Pre-Approved" Building Permit Plans for Tiny Homes (Researching)
- High Density Housing (Development Code Update)
- Density Bonus Provisions (Development Code Update)
- Housing Element Update (Done – August 2019)

The Board of Supervisors gave direction to Planning staff to begin studying the items and come back with a program or plan with additional information on the items. Staff began taking portions of the above list and preparing specific discussion items to bring back to the Board. Other items will be incorporated into the Development Code Update process. (A written and oral report was presented to the Board on March 22, 2022.)

While work continued on the Development Code Update process in 2022, largely through electronic and teleconference communications between Planning staff and the County's consultant, implementation of other programs listed above were significantly curtailed in 2022 due

to the continued public gathering restrictions in early 2022 imposed as part of addressing the COVID-19 issue. A significant fire event near the community of Mariposa in July and August of 2022 curtailed planning activities during that period. It is likely that implementation of some of these programs will entail public joint workshops between the Planning Commission and Board of Supervisors.

The new development code will address accessory dwelling units, density bonuses for affordable housing and single room occupancy units.

As noted above, the 2019-2024 Housing Element was approved in August 2019 and certified by HCD in October 2019.

Other housing programs (including funding) being pursued by Health and Human Services and/or County administration, working cooperatively where applicable with Planning, Department of Public Works and other county departments include:

- Board of Supervisors adopts continuing resolution relating to a shelter crisis local emergency (weekly).
- Approved the 2022 Low Income Home Energy Assistance Program agreement with the California Department of Community Services and Development in an amount not to exceed $525,000 to provide energy assistance payments.
- Adopted a resolution approving the adoption of the Community Development Block Grant Single-Family Housing Rehabilitation program guidelines.
- Continued working with Nevada, Amador and Calaveras counties to develop an accessory dwelling unit (ADU) workbook for the Mother Lode region. The workbook will be an outreach and educational tool as well as a step-by-step guide to ADU construction. The project is funded by a Regional Early Action Program (REAP) grant and is governed by a memorandum of understanding between the participating counties.

The Integrated Mobility and Housing Strategy (IMHS) team – including a local steering committee, members of Yosemite National Park and the Yosemite Conservancy – continued to work internally and with stakeholders to develop the IMHS. The plan was completed in 2022 and adopted by the Board of Supervisors in January 2023.

Housing and Vacation Rental Conversion

Program 4.2 of the 2019-2024 Housing Element requires the County to periodically evaluate the effect of the conversion of housing units to vacation rentals. Specifically, Program 4.2 reads as follows:

> *"The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts."*

The 2019-2024 Housing Element summarizes the situation as of 2018 as follows:

> *"There has been concern among those seeking to find affordable housing, rental housing in particular, that vacancy rates in the County are increasingly adversely affected by the number and rate of conversions of units to transient occupancy (vacation rentals). County records demonstrate an increasing rate of conversion. During the 10-year period 2000-2009, the County approved 243 vacation rental occupancies, one of which became inactive. During the five-year period 2010-15, 247 new vacation rentals were created (243 approved, with 52 applications under review, and 48 noted as inactive). The increase in the rate and number of conversions has exacerbated the cumulative effect on the housing supply, in part because conversions have not been offset by new construction. In 2010 the number of conversions over the previous 10 years (243) represented 2.3% of the total number of housing units (10,188). By 2014, the cumulative number of conversions (432) represented 4% of the housing supply (10,386 housing units). However, the number of housing units increased by a mere 1.9% between 2010 and 2014, not enough to replace units lost due to conversion. By 2015 the cumulative number of conversions was approximately 5% of the housing supply. By the end of 2018, the number of vacation rentals totaled 671, representing 6.4% of the housing supply (10,429 housing units[2]). This relationship between a relatively static housing supply and the ongoing and increasing rate of conversion is expected to continue. Regardless of the fluctuations in the rate, the cumulative effect of conversion on the supply of housing is significant. However, the effect of conversions on the supply of housing affordable to above- and below-moderate income households cannot be determined without careful evaluation. Variables to consider in such an evaluation include effects on owner vs. rental occupancies, whether converted units would otherwise be available to households with specific income characteristics, and the relationship between active and inactive vacation rentals."*

By the end of 2022, the number of vacation rentals and bed and breakfasts in Mariposa County totaled 793; 775 transient rentals and 38 bed and breakfasts. This was up from the end of 2021 total of 720 A detailed analysis has not been conducted, so it is not possible to definitively quantify the effects of conversion on the supply of affordable to above-moderate income levels. However, even without a detailed analysis, it is evident that the construction and availability of new housing units is not keeping pace with the rate of conversion to vacation rentals. Housing units for purchase and housing units for rent are increasingly difficult to find. Anecdotal information suggests the lack of available housing has resulted in the following economic development and rural character impacts:

- Hours for local businesses are limited, due to limited available employees.
- Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed additional employees.

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[2] *U.S. Census Bureau, 2013-2017 5-Year American Community Survey, TableDP04: Selected Housing Characteristics and Certificates of Occupancy issued in 2018 by the Mariposa County Building Department*

- There is a need for new job generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.
- Higher level positions at Park are increasingly difficult to fill or are going unfilled because there isn't available housing.
- Character of some residential neighborhoods is being impacted by vacations rental occupants.

The following table shows the rate of conversion of existing residences to vacation rentals (number of new vacation rental facilities) and the number of new dwelling permits issued for each calendar year. The number of new dwelling permits issues has not kept pace with the number of new vacation rentals for the previous 5 years. In 2020, for the first time in 5 years there were 17 more new residential units created than new vacation rentals. In 2022, there were fewer new residential unit construction permits issued than new vacation rental permits. This is likely due to the ongoing pandemic and associated travel restrictions.

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF NEW DWELLING PERMITS	DIFFERENCE NEW PERMITS VS NEW VACATION RENTAL (negative number represents a net loss of available housing units)	NUMBER OF CERTIFICATES OF OCCUPANCY
2014	35	49	**14**	
2015	66	54	**-12**	
2016	74	47	**-27**	**47**
2017	64	37	**-27**	**37**
2018	72	56	**-16**	**48**
2019	71	63	**-8**	**60**
2020	39	56	**17**	**29**
2021	35	44	**12**	**45**
2022	71	61	**-10**	**39**

Staff notes:

1. Housing availability has been impacted by **the Detwiler Fire in 2017, when 70 dwelling units were destroyed. Estimated housing units destroyed in the Oak Fire 2022- 127.**
2. Of the number of building permits issued for housing in 2022, were for detached, affordable units.

The Mariposa County Board of Supervisors discussed the issue of impacts on housing opportunities from vacation rental conversions and has allocated funds to study the issue. This effort is consistent with Program 4.2 in Section 8.6.04 – *Housing Objectives and Programs* of the 2019-2024 Housing Element.

LAFCo Project to Amend Mariposa Public Utility District (MPUD) boundaries for Future Housing Development Opportunities

An agreement was executed between the county and an engineering firm in 2021 to update the Municipal Services Review (MSR) document that is a necessary component of amending MPUD's boundaries. These actions are necessary in order for MPUD to expand their community water and sewer services to unserved areas in the Mariposa Town Plan area (including the identified expansion area for the plan), for additional high-density housing growth. The Mariposa County Local Agency Formation Commission adopted Resolution No. 2022-006 on May 16, 2022 approving the MSR determinations. The resolution also approved the sphere of influence determinations for expansion of MPUD services into a 5,070± acre area of unincorporated land.

Other Implementation Activities

As mentioned above, the Mariposa County General Plan is comprised of sixteen (16) chapters or elements. The section below list some highlights towards implementation in some of the elements contained in the General Plan. A full list of General Plan implementation measures is attached to this report.

Land Use Element

- Planning staff continued to work collaboratively with consultant Mintier Harnish on the draft development code. When complete, this project will implement many of the implementation measures contained in the General Plan and will codify recent state law changes.

Accessory Dwelling Units (ADUs) and Junior Dwelling Units (JADUs)

Recent changes in State law regarding Accessory Dwelling Units and Junior Dwelling Units have been made to encourage the development of these types of residential units. Staff will be reviewing current County Code in relation to current State laws to ensure County Code is in compliance with current regulations. It is anticipated that Planning staff will be bringing an item for Board of Supervisors consideration in the short term with amendments to County Code to ensure that there is clarity regarding accessory dwelling units and junior dwelling units. As noted above, the county is partnering with Nevada, Amador and Calaveras counties to develop an ADU workbook for the Mother Lode region. The workbook will be an outreach and educational tool as well as a step-by-step guide to ADU construction. Also as noted above, the county's new development code will address accessory dwelling units, density bonuses for affordable housing and single room occupancy units.

Agriculture Element

- Contractors for the TerraCount project completed the carbon stock inventory and worked on creating the tool to measure the carbon inventory of the county. That tool will provide information on how that inventory will change throughout the years based on changes in land use. The goal of the tool is to provide data on the benefits of agriculture and open landscapes as well as decrease the county's overall greenhouse gas emissions. The tool was presented to the Mariposa County Board of Supervisors in March of 2023.A Core Team of stakeholders was created in 2022 who will be involved in the Sustainable Agriculture and Lands Conservation (SALC) program, which is an effort to create an Agricultural and Working Landscape Conservation Plan (AWLCP). A contractor was selected to prepare the AWLCP. Starting in June of 2022, the contractor has worked with the Core Team as well as other identified local stakeholders to begin gathering data and information on the county's agricultural practices.

Conservation and Open Space Element

- Work on the Agriculture Working Landscape Conservation Plan (also referenced in the preceding section) began in the calendar year 2022. Contractor Cultivate LLC, was hired to assist the County in the efforts. This is a Sustainable Ag Lands Conservation Grant project of 245,000 that will assist in long range conservation planning. It is expected to be completed in 2023.

Circulation, Infrastructure, and Services Element

- The Local Transportation Commission initiated process to retain a consultant to update the Mariposa County Regional Transportation. The current plan is 25 years old and needs to be updated every five years.
- Approved a letter of support for the Yosemite Area Regional Transportation System request for community project funding through fiscal year 2023 appropriations.
- Adopted an ordinance adding 8.60, Organic Waste Disposal Reduction, to the Mariposa County Code. The ordinance reflects state law and includes Cal Green recycling.
- Authorized a request for qualifications to perform an in-depth analysis of the solid waste and recycling division's operations and authorize the Public Works and Transportation director to sign the agreement with a consultant.

Safety Element

- Approved a letter of support for a grant application submitted by the Mariposa County Fire Safe Council for Mariposa County brush and chip 21-FP-MMU-0026.
- Approved a letter of support for a grant application submitted by the Mariposa County Fire Safe Council for Mt. Bullion Ridge fuel break project 21-FP-MMU-0143.
- Approved a letter of support for a grant application submitted by the Mariposa County Resource Conservation District for Mariposa County Fire Safe Roads – Highway 49 project.

- Approved a letter of support for a grant application submitted by the Mariposa County Public Works Department 21-FP-MMU-0204 for Mariposa County roadside fuel reduction equipment purchase.
- Adopted a resolution authorizing the director of Public Works and transportation to submit an application for the California Climate Investments Fire Prevention grant through CAL FIRE for purchase and maintenance of equipment.
- Adopted a resolution authorizing the Mariposa County Fire Chief to submit an application for a California Climate Investments Fire Prevention grant through CAL FIRE up to $80,000 to the purchase of maintenance and attachments for fuel reduction equipment.
- Approved an agreement in an amount not to exceed $552,864 for extended fire protection availability (Amador) services from July 1, 2022 through June 30, 2023.

Economic Development Element

- As noted above, the Mariposa County Local Agency Formation Commission acted to approve the Municipal Service Review and sphere of influence determinations for the expansion of Mariposa Public Utility District (MPUD) services into a 5,070± acre area of unincorporated land. These actions were necessary.in order for MPUD to expand their community water and sewer services to unserved areas in the Mariposa Town Plan area (including the identified expansion area for the plan), for additional high-density housing growth.
- Adopted a resolution approving an application for Community Development Block Grant funding to fund a resort hotel and conference center feasibility study.
- Adopted a resolution authorizing the Board Chair to sign the Transportation Art agreement with Caltrans District 10 for the Mariposa Gateway Enhancement project involving the construction of the two gateway elements.
- Approved an agreement with Atlas Lab, Inc. to produce the Gateway enhancement elements.
- Approved an agreement with Atlas Lab, Inc. for Gateway Murals in an amount not to exceed $150,000. The two murals, which correspond to the Gateway Enhancement elements, will be placed at strategic locations in downtown Mariposa. The Gateway Enhancement and Gateway Mural projects were guided by the Mariposa County Creative Placemaking Strategy Advisory Committee and are both direct implementation efforts of the adopted Creative Placemaking Strategy.
- Preliminary project work on the Gateway Enhancement and Gateway Mural began in 2022. The project is anticipated to be completed in June 2024.

Arts and Culture Element

- Applied for Caltrans Clean California Local Grant Program to fund the downtown Mariposa Mural Project, which is considered the first step in the process to install murals countywide.

Local Recreation Element

- Approved an agreement with WRT to conduct the Mariposa Creek Parkway Phase III trailhead design and permitting. Funded through unanticipated revenue from a grant award in the amount of $671,500. The project includes an improved connection between the Paseo and Parkway along Jessie Street. Construction on the project advanced in 2022.

- Work continued on the riparian restoration project included in the Phase III segment of the Mariposa Creek Parkway. The project involves removing invasive species and revegetating with native riparian species. The restoration is being conducted in partnership with the Southern Sierra Miwuk Nation. The project team pursued and was tentatively awarded additional funding from the Environmental Enhancement and Mitigation grant program for the restoration project.

Regional Tourism Element

- Authorized submittal of an application to the California Natural Resources Agency Riparian Restoration grant program to support landscape restoration and public access enhancements in the Phase I and Phase II segments of the Mariposa Creek Parkway.
- Approved agreement with a consultant to provide Mariposa Creek Parkway Phase III design services in an amount not to exceed $189,824.
- Adopted a resolution approving the submittal of an application for a Sierra Nevada Conservancy Vibrant Recreation and Tourism grant for the Mariposa Creek Parkway Phase III recreation and resiliency enhancements. The enhancement project includes a system of trails on the north-facing hillside above the Phase III of the Mariposa Creek Parkway, which would serve both recreation and resiliency (wildfire risk reduction, native species removal, forest health support) objectives in the creek corridor. The project received funding in December 2022 and work will commence in spring 2023.
- The Merced River Trail Community Working Group (MRTCWG) produced a final draft of the Merced River Trail Vision Plan and was formally approved by the MRTCWG in January 2023 and forwarded to the Board of Supervisors for adoption. The draft includes an extensive background, context, and history chapter, which chronicles the three-year community planning process and its outcomes at each step in the vision planning process. The document also includes a chapter on the plan's recommendations.
- The Mariposa Creek Parkway//Phase IV Special Plan team, including a large local steering committee and interdisciplinary consultant team, worked throughout 2022 in the effort to deliver the Special Plan in summer 2024. Milestones included in person and online community engagement activities, formal decisions on project vision, goals, and objectives, and preliminary concept design for the Phase IV neighborhood.

Informational Document

This document, the Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only, and is exempt from the

requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

General Plan Amendments

Each year a county may amend its adopted General Plan on four separate occasions. There is no limit to the number of changes that it may adopt at any one of these times, nor is there a requirement that a county must amend its General Plan. Typically, one of the four opportunities is reserved exclusively for changes that are proposed or sponsored on behalf of the general public by the Planning Commission and/or the Board of Supervisors. At the other three times of the year, requests from private individuals may also be considered for adoption.

Planning Commission Action

The Planning Commission adopted Resolution No. 2023-10 at their meeting of June 16th, 2023, recommending the Board of Supervisors adopt a resolution accepting the 2022 General Plan Annual Report.

Recommended Actions

Following consideration and public testimony on the 2022 General Plan Annual Report, the Planning Commission Recommends that the Board of Supervisors take the following actions:

1. Consider any changes that should be made to the 2022 General Plan Annual Report; and

2. Adopt a resolution to accept the 2022 General Plan Annual Report and 2023 Amendment Schedule; and

3. Direct staff to forward the final resolution for the 2022 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research; and

4. Find the actions exempt from CEQA pursuant to CEQA Guidelines Section 15306

Attachments:

1. Housing Element Implementation Tables/Annual Progress Report
2. Strategic Implementation Work Plan Task List
3. General Plan Implementation Measures
4. Resolution

Jurisdiction	Mariposa County - Unincorporated	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2								3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 01/01/2019- 08/30/2019**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**			**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	51	-	-	-	-	-	-	-	-	-	-	51
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	26	-	-	1	-	-	-	-	-	-	1	25
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	37	-	-	-	-	-	-	-	-	-	-	37
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Above Moderate		81	141	17	55	12	61	-	-	-	-	286	-
Total RHNA		**195**											
Total Units			**141**	**17**	**56**	**12**	**61**	**-**	**-**	**-**	**-**	**-**	**287**	**113**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2								6	7
	Extremely low-Income Need		**2019**	**2020**	**2021**	**2022**	**2023**	**2024**			**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	26		-	-	-	-	-	-	-	-	**-**	**26**

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Mariposa County - Unincorporated	
Reporting Year	2022	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1.1	**The Planning, Building and Health Departments shall annually review permit procedures to reduce the cost and time of processing housing development. Based on this review, the County may develop procedures to further streamline and/or expedite permit procedures specifically for housing projects accommodating lower income households.**	**January of each year (Annual General Plan Review)**	**Ongoing**
1.2	**The Building Department will not impose any requirement for construction other than those mandated by State law, the General Plan, or those necessary to maintain the health and safety of citizens.**	**2019-2024**	**Ongoing**

1.3	**Mariposa County will require replacement housing units subject to the requirements of Government Code Section 65915, subdivision (c)(3) on sites identified in the site inventory (Appendix A) when any new development (residential, mixed-use or non-residential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five (5) years. This requirement applies to: •Non-vacant sites; and •Vacant sites with previous residential uses that have been vacated or demolished.**	**The replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.**	**Ongoing**

2.1	**The Comprehensive Housing Program Implementation Study was approved by the County Board of Supervisors on June 19, 2018. The Study includes a list of Action Items that will help facilitate the development of housing for all income groups, including special needs groups. The County shall pursue grant funding to 1) implement the Action Items listed in the Study; and 2) update the Comprehensive Housing Program Implementation Study and associated Housing Condition Survey by the within the 2019-2024 Housing Element planning period. Possible funding can be through application to the California Department of Housing and Community Development (HCD) for Senate Bill 2 funding, which provides funding and technical assistance to help jurisdictions prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.** **Particular attention shall be given to programs that promote and facilitate the development of affordable housing, specifically, housing for extremely low, very low, low and moderate income**	**Implement Recommendations: By end of 2024** **Apply for funding as funding is available** **Update Comprehensive Housing Program Implementation Study by end of 2024**	**Ongoing**

2.2	**The County of Mariposa shall collaborate with the National Park Service and its concessioner, the County's lodging industry, and private enterprise to resolve housing issues. The County shall:** **a)Coordinate with the NPS, Yosemite National Park concessioner, and adjacent Yosemite National Park gateway communities to address housing needs, considering the conclusions and recommendations of the Merced River Plan (2014).** **b)Continue to collaborate with the NPS on the Yosemite Area Regional Transportation System (YARTS) to provide reliable and affordable transportation for people who live in Mariposa County communities and have jobs in Yosemite Valley or the City of Merced.** **c)Complete and implement recommendations of the Town of Mariposa Transportation Center Feasibility Study Phases I and II and related implementation programs and projects to support and establish effective inner- and inter-County transit and transportation between Mariposa and Yosemite National Park and to**	**2019-2024**	**Ongoing**

2.3	**The County shall promote, support, and assist public agencies and private entities to apply for funds from available state and federal programs to provide very low, and low to moderate income housing. The County will:** **a)Identify sites where low and moderate income housing is supported by proximate transportation amenities and services, development policies and regulations, and infrastructure;** **b)Apply for state and federal funds on behalf of housing providers when funding sources require public agency involvement;** **c)Support funding applications by housing providers;** **d)Offer and support regulatory and financial incentives, such as density bonuses and fee waivers, for projects that include housing units affordable to very low- and/or low-income households.**	**Implmentation of the Comprehensive Study in 2019-2024**	**Ongoing**

2.4	**The County shall review Sections 17.108.100 and 17.339.020 of the Zoning Ordinance, and if necessary, amend these sections to modify the Density Bonus Ordinance to be consistent with Sections 65915 through 65917 of the Government Code. The County shall modify ordinances to be consistent with the density bonus standards identified in Government Code Sections 65915 – 65917. The County will apply current State Law to any density bonus request prior to any revision of related local ordinances.** **During this update, the County should also consider the appropriateness of offering density bonuses to developers proposing workforce housing projects on larger properties, when the facility will be limited to workforce housing for a defined period.**	**Adopt Revisions as part of Zoning Code Update**	**Being reviewed as part of Zoning Code update**

2.5	**The County shall continue to allow accessory dwelling units (ADUs) in conjunction with single-family residences in conformance with state law. The County shall review and amend the, Zoning Ordinance (Title 17), Mariposa Town Plan, Coulterville Town Plan, Fish Camp TPA Specific Plan, and if necessary, Title 15, Buildings and Construction to be consistent with State law. As part of this update, the County will pursue amendments to implement Junior Accessory Dwelling Units (JADUs) as allowed by State Law. JADUs and ADUs will not be eligible for conversion to vacation rental occupancies. Dwelling units developed pursuant to the county's existing "secondary residence" provisions (not benefiting from current housing law concessions for ADUs and JADUs) may continue to be eligible for vacation rental occupancies.**	**Adopt Revisions as part of Zoning Code Update**	**Ongoing and being reviewed as part of Zoning Code update**
2.6	**The County shall continue to allow manufactured housing and mobile homes on single-family lots in residentially zoned areas, maintain mobile home park zoning, and will not adopt unreasonable restrictions regarding their size or architectural features which would prevent manufactured housing or mobile homes from being placed in these areas.**	**2019-2024**	**Ongoing**

2.7	**In an effort to address temporary seasonal housing within the County, the County will process an amendment to the Zoning Ordinance to define the limits of stay and development standards within existing and new Recreational Vehicle (RV) parks within the County. These extended stay RV parks would be reviewed as high-density residential uses.**	**Adopt Revisions as part of Zoning Code Update**	**Being reviewed as part of Zoning Code update**
2.8	**The County shall actively support homeownership programs. These programs shall be specific to ongoing, permanent housing program administration and management initiatives resulting in the development, maintenance and rehabilitation of housing for all economic segments of the community and unique housing needs.**	**By end of 2020**	**Ongoing**
2.9	**As allowed by State and Federal laws, the County will target and market its programs so that local residents and workers have an equal or preferential opportunity to participate.**	**2019-2024**	**No status**
2.1	**The County will monitor other jurisdictions' adoption of codes and policies, to enable occupancy of Park Trailers (a recreational vehicle, as defined by State Law), as an ADU. The County may pursue a County Code amendment, to facility this program, if legality is determined.**	**2019-2024**	**Completed.**

3.1	**Whenever the County updates its zoning ordinance, general plan or area plans, it shall ensure that enough land is set aside for all types of residential development, including mixed-use development provisions. The County will annually review its General Plan for potential adjustments. Every five years the County anticipates updating the plan to reflect new information and priorities for the short-term (less than five years), mid-term (five to ten years), and long-term (more than ten years). During these update periods, the County may adjust land use designations to reflect changing needs and demands for housing.**	**Annual review with potential revisions every five years.**	**Ongoing**
3.2	**The Planning Department will conduct land use surveys in Planning Areas as plans are prepared to identify vacant land that is residentially zoned or has residential potential, or can be served with water or sewer service. The Planning Department will use this information to identify the highest and best use for lands that could support higher residential densities.**	**2019-2024**	**Ongoing**

3.3	**The County shall assist special districts to expand and improve their sewer or water service capabilities consistent with the General Plan through assistance in accessing grants and loans from state and federal agencies and funding technical and planning studies, if needed to support such applications. The County Water Agency is actively involved in the protection and development of water resources and works with independent and dependent Special Districts by providing funds. The Water Agency of the County meets and provides opportunities for districts and other agencies in water development to discuss projects and needs. The County's assistance efforts shall include:**	**2019-2024**	**Ongoing**
3.4	**The County shall update its Geographical Information System (GIS) to evaluate and identify residential development for land beyond the Mariposa, Fish Camp, Wawona Town and Coulterville Planning Areas and other Planning Areas served by community water and sewer. As data and information becomes available, it shall be incorporated into Chapter 4 of the 2019-2024 Housing Element.**	**2019-2024**	**Ongoing**
3.5	**The County shall collaborate with the Yosemite National Park concessioner to provide affordable workforce housing within areas that have adequate infrastructure and services capable of supporting such housing.**	**2019-2024**	**Ongoing**

3.6	**Upon adoption, the County shall deliver a copy of the Housing Element to water and sewer providers within the County and shall coordinate with said providers to assure procedures are available to grant priority service to developments within their service area which are to be made affordable to lower income households.**	**Immediately upon adoption of the 2019-2024 Housing Element**	**Completed.**

4.1	**The Comprehensive Housing Program Implementation Study was approved by the County Board of Supervisors on June 19, 2018. The Study includes a list of Action Items that will help facilitate the development of housing for all income groups, including special needs groups. The Comprehensive Housing Program Implementation Study included an Evaluation of Mariposa County Housing Conditions to evaluate and implement programs that address preservation and maintenance of housing for all economic segments of the community. The County shall implement the Preliminary Recommendations of the Housing Conditions Report and in coordination with the implementation of Program 2.1, shall actively apply for Funding.** **Residential Rehabilitation - The County shall evaluate the use of both State Community Development Block Grant (CDBG) Program and USDA programs to create a robust rehabilitation effort targeting units affordable to extremely low, very low, low and moderate income residents throughout the County.** **Rental housing units assisted by the**	**Complete Housing Conditions Survey; 2020-2021** **Program Funding; 2020** **Program Implementation: 2019 - 2024**	**Housing Conditions Survey not started; Ongoing**

4.2	**The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts.**	**2020 and at five-year intervals**	**Ongoing. Reviewed as part of General Plan Annual Report**
4.3	**Because Code Enforcement compliance is primarily complaint based, the County will continue to encourage voluntary code compliance by providing guidance and technical assistance to residents who wish to make their own repairs.**	**2019-2024**	**Ongoing**
4.4	**The County will continue to enforce adopted Housing, Electrical, Fire Prevention Codes and the Health and Safety Regulations.**	**2019-2024**	**Ongoing**
4.5	**The County shall collaborate with the National Park Service and its concessioners to facilitate homeowner loans for remodeling, rehabilitation, or replacement for areas of housing within Old El Portal.**	**2019-2024**	**Ongoing**

4.6	**The County shall update the 2003 Housing Condition Survey Report to determine the overall condition of housing stock in Mariposa County. Results of the survey are to be published on the County's website. The County shall pursue State and Federal Grant funding to be used for rehabilitation and targeted efforts. Actions to be taken for the preparation and following the results of the Survey include but are not limited to:** **a)Apply for CDBG and/or Senate Bill 2 Planning Grants for the preparation of the Housing Condition Survey;** **b)Apply for HOME and CDBG grant funds for rehabilitation projects identified as part of the Survey; and** **c)Contact homeowners identified in the Survey as having a home qualifying for the rehabilitation program. available State and federal programs to provide housing for households with special needs, including the disabled, elderly and very low and low income households.**	**Housing Condition Survey complete by Summer 2020**	**Not complete yet**
5.1	**On an annual basis thereafter, Mariposa County shall evaluate special housing needs and related programs.**	**2016-2019**	**Annually**

5.9	**The County will provide expedited development project review, fee waivers and, if funding is available, infrastructure subsidies to encourage the construction of housing for senior citizens and employees in locations that provide efficient and cost effective access to governmental, commercial and medical facilities.**	**2016-2019**	**Ongoing**
5.1	**The County shall enable, through zoning regulations, non-profit and for-profit organizations, and individuals to provide child day care facilities in appropriate areas of the County.**	**Annually review Programs specific to special housing needs.**	**Ongoing**
5.2	**The County will provide assistance to developers of affordable housing consisting of housing to accommodate special needs residents by providing information regarding sites identified in the Housing Element for development of affordable housing and housing for the special needs population, streamlining development review, and providing fee waivers for those proposing to develop such housing.**	**2019-2024**	**Ongoing**

5.3	**The County shall provide information on available sites identified in the Housing Element, provide development fee waivers, and expedite processing for projects that include housing units for lower income categories (Extremely Low, Very Low and Low). The County shall annually update the list of sites suitable for development of affordable housing contained in the Housing Element. The County shall prioritize such assistance to organizations and individuals proposing to develop housing for extremely low-income households.**	**2019-2024**	**Ongoing**
5.4	**The County shall identify funding opportunities and establish collaborative private/public partnerships to encourage the development of senior rental and for-sale housing, congregate care facilities, assisted living facilities, and convalescent hospitals to meet the needs of County residents.**	**2019-2024**	**Ongoing**
5.5	**Provide information to the public regarding adopted regulations and standards that allow 24-hour community care facilities (group homes) for seven or more persons with disabilities. The County shall develop an informational brochure and make it available at all County Department Offices and on-line. This brochure will include information related to the County's adopted regulations and standards for 24-hour community care facilities.**	**By end of 2019, and updated annually, as needed**	**Not started**

5.6	**The County shall refer residents to the Central Valley Regional Center (Fresno) for housing and services available for persons with developmental disabilities. Information on these services shall be provided on the County's website. As available, the County may pursue State and Federal monies for direct support of housing construction and rehabilitation specifically targeted for housing for persons with developmental disabilities.**	**2019-2024**	**Ongoing**
5.7	**The County shall support and facilitate non-profit organizations and individuals with interagency review, staff time and expertise in applying for funds from available State and federal programs to provide housing for households with special needs, including the disabled, elderly and very low and low income households.**	**2019-2024**	**Ongoing**

5.8	**Each January, the Health and Human Services Agency, along with community partners, will conduct a Point in Time Count to learn about the on-going needs of the homeless population and to compare those needs to surveys conducted the previous year. From this information, goals will be updated at least every 3 years to ensure the County is able to address the specific needs of the population regarding housing, living conditions, family circumstances, access to and use of social services and employment. Needs may be addressed by the following (including but not limited to):** **•Seeking and applying for grants and resources to fund program;** **•Developing and implementing programs and strategies to meet the needs of the homeless community;** **•Acting as a liaison with community partners, landlords, the Stanislaus County Housing Authority, the Central Sierra Continuum of Care, and other entities identified as part of the Comprehensive Housing Program Implementation Study;** **•Managing and administering existing programs in the Department including**	**2019-2024**	**Ongoing**

5.9	**The County will provide expedited development project review, fee waivers and, if funding is available, infrastructure subsidies to encourage the construction of housing for senior citizens and employees in locations that provide efficient and cost-effective access to governmental, commercial and medical facilities.**	**2019-2024**	**Ongoing**
5.1O	**The County shall enable, through zoning regulations, non-profit and for-profit organizations, and individuals to provide child day care facilities in appropriate areas of the County.**	**2019-2024**	**Ongoing**

5.11	**The County will take measures to encourage and facilitate the production of housing for permanent and seasonal employees, such as supporting applications for funding development, developer identification, maintaining an inventory of suitable sites, and ensure zoning and development standards facilitate a variety of housing types for seasonal employee housing needs.** **The County will review the zoning code to ensure that zoning and development standards encourage a variety of housing types for seasonal housing needs, including multi-family, manufactured housing, mobile homes, single room occupancy, boarding houses, second units, workforce residential neighborhoods, and extended stay RV parks. Pursuant to Program 2.4, the County will evaluate the appropriateness of offering density bonuses to developers proposing workforce housing projects on larger properties, when the facility will be limited to workforce housing for a defined period. The definition of and allowances for employee housing, as contained in the Zoning Ordinance, will be evaluated to determine the**	**Review County Zoning Code in 2020 and incorporate amendments into Zoning Code Update** **Develop informational brochure within one (1) year following the adoption of the Housing Element** **Ongoing review of Zoning Code and County Policies during the Planning Period of 2019 – 2024**	**Zoning Code update in process**

5.12	**The County will support Self-Help Enterprises, a Non-Profit Housing and Community Development Organization, in obtaining Low-Income Housing Tax Credits (LIHTC) for Round 1 funding for the acquisition and rehabilitation of all twenty-four (24) units of the Mariposa Oaks project. The County will support Self-Help Enterprises in preparing applicable application(s), expedited processing of planning and building permit application(s) and other support as necessary. The County will monitor the acquisition and rehabilitation projects, as well as other low-income development projects to ensure that tenants are made aware of their rights and are noticed properly.**	**2019-2020**	**Support provided and on-going; Acquisition and rehabilitation of the Mariposa Oaks project has been completed.**
5.13	**The County will explore the feasibility of an amendment to the General Plan to increase the allowable residential density within the Mountain Home Zone (MHZ) and the Rural Residential Zone (RRZ) to allow for consistency with Section 17.108.100 of the County's Zoning Ordinance, for Planned or Cluster Residential Developments. If determined to be feasible, the County shall amend its General Plan to increase the allowable density within the MHZ and RRZ Zone Districts, for these developments.**	**2019-2020**	**Being reviewed as part of Zoning Code update**

6.1	**The County will offer home weatherization programs and support other agencies' efforts in this area by providing information to the public and referrals on weatherization assistance programs. Said support shall come in the form of staff time and availability to assist in seeking out Federal and/or State funding available for weatherization.**	**2019-2024**	**Ongoing**
6.2	**The County shall encourage passive solar design in new residential construction to reduce energy usage and costs.**	**2019-2024**	**Ongoing**
6.3	**The County shall initiate a General Plan Amendment (GPA) to modify the Mariposa County General Plan and Environmental Impact Report to be in compliance with the amended Guidelines for greenhouse gas emissions. This GPA will examine impacts for all mandatory and optional elements of the General Plan. The GPA shall evaluate policies and mitigation measures leading to reductions in emissions. This might include, but not be limited to: energy efficient building design, proper site and cooling systems, education of the public on existing incentives, and water efficient and properly located landscaping.**	**Complete a General Plan Amendment to be in compliance with CEQA Guideline Amendments by 2020.**	**Not started**
7.1	**The County shall continue to support economic diversification and higher wage employment to increase homeownership opportunities.**	**2019-2024**	**Ongoing**

8.1	**The County shall continue to apply for emergency housing funds from State and Federal sources and shall use awarded funds to develop and provide emergency housing.**	**Apply for funding annually**	**Ongoing**
8.2	**The County shall amend the Zoning Ordinance to clarify the definitions of emergency shelters, transitional housing, and supportive housing in accordance with Section 65582 of the Government Code, and as defined in the California Health and Safety Code.** **The County shall continue to permit such housing in accordance with Section 17.334.070 (transitional and supportive housing) and Section 17.320.020.A.1 (General Commercial Zoning District), Section 17.324.020.A.1 (Public-Quasi Public Zoning District) and Zoning Ordinance Section 17.336.130 (Emergency Shelter Standards).**	**Amend Zoning Code to clarify definitions of emergency shelters, transitional housing, and supportive housing in accordance with Section 65582 of the Government Code.**	**Part of Zoning Code update**

8.3	**Adopt, as necessary, amendments to the zoning ordinance to clarify allowances of residential and institutional uses related to the Single Room Occupancy housing.** **The Mariposa County Zoning Ordinance definition of "Hotel" includes a description of uses that include the concept of Single Room Occupancy (SRO). The Mariposa County Zoning Ordinance was amended in 2016 to include a definition of Single Room Occupancy (Section 17.148.010; Ordinance No. 1116). Mariposa County will incorporate regulations which specify allowances for this land use and include standards for the design and location of SROs within Town Planning Areas. While Mariposa County Code does not have specific residential uses called Single Room Occupancy, the code provides for a wide variety of housing types that serve these needs including, but not limited to, multi-family residential, single-family residential, and boardinghouses or lodging houses. The County will amend the code to clarify the allowances of Single Room Occupancy housing. Single Room Occupancies will not be eligible for**	**Review Zoning Code for uses related to Single Room Occupancy housing, and if necessary, amend Zoning Code to clarify allowances in residential and institutional uses.**	**Being reviewed as part of Zoning Code update**

8.4	**Supportive housing shall be a use by right where multi-family and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development satisfies certain requirements as prescribed in Government Code Article 11, Section 65650 et. al. The County shall review and amend as necessary the Zoning Code to be consistent with Senate Bill 2162 (Government Code 65650).**	**Amend Zoning Code to be consistent with State law.**	**Being reviewed as part of Zoning Code update**
8.5	**The County shall review and amend as necessary the Zoning Code to be consistent with the Employee Housing Act (Division 13, Part 1 of the California Health and Safety Code, commencing with Section 17000.**	**Amend Zoning Code to be consistent with State law.**	**Being reviewed as part of Zoning Code update**
9.1	**Provide information and referrals concerning fair housing and housing discrimination to help ensure that fair housing practices are followed. Continue to refer complaints regarding discriminatory housing practices to the Stanislaus County Housing Authority and/or other Departments and Agencies developed identified in the Comprehensive Housing Program Implementation Study.**	**Ongoing**	**Ongoing**
9.2	**The County will post information on fair housing laws and the process for filing discrimination complaints in the library and its branches, on the County's website, and at all County offices.**	**Ongoing**	**Ongoing**

Table B-1: Priority Work Tasks by Fiscal Year

Note: Items in red text are time-fixed and must be initiated in the identified fiscal year to comply with state or federal requirements.

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 0 Tasks: Early-Phase FY 2017–2018 Tasks and Ongoing Activities									
0.1	**MEMORANDUM OF UNDERSTANDING FOR EL PORTAL TOWN PLAN** - Secure Memorandum of Understanding (MOU) with National Park Service to collaboratively initiate the El Portal Town Plan in fiscal year 2018-19. - Build MOU on collaboration models established through preparation of the Merced River Plan. - Agreement to include commitment to strategy to accommodate increased numbers of employees and housing units to be relocated outside of Yosemite National Park.	Planning	El Portal	5-1A(1)	—	Level 1: Inform	Exempt	Assigned staff (County)	3 months
0.2	**ONGOING TOURISM MARKETING AND ADVERTISING** - Continue to use the Mariposa County brand to increase the length of visitor stays, expand the tourist season into shoulder seasons, and incorporate special targeted activities for cultural tourism and agri-nature tourism.	Tourism Bureau, Chamber of Commerce	Countywide	13-5A(1)	—	Level 3: Involve	N/A	Assigned staff (County)	Ongoing
0.3	**GRANT APPLICATIONS AND ADMINISTRATION** - Continue to seek options for preservation, protection, or rehabilitation of historic resources through the use of federal and state grants and tax incentives. - Place particular emphasis on availability of SB 1, SB 2, and FEMA grant funding. - Form partnerships to seek grant funding to advance goals shared bewteen agencies, including infrastructure grants to support housing development in appropriate areas. - Continually work with the Collaborative Planning Dialogue (see Task 4.4) to secure partnerships and share grants administration responsibilities.	Board of Supervisors, Administration	Countywide	6-3B(1), 14-3A(1)	—	Level 1: Inform	N/A	Assigned staff (County)	Ongoing
								--	
Year 1 Tasks: Begin FY 2018–2019									
1.1	**COUNTYWIDE FIRE SAFETY STRATEGIC PLAN** -Seek FEMA disaster mitigation funding to complete a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards. - Identify long-term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety. - Identify thresholds and capital facility needs for each of the existing and future service areas. - Revise and update the Standards of Cover and service area maps. - Consolidate local Community Wildfire Protection Plans (CWPPs) into a Countywide CWPP. - Identify land use, zoning, density, property maintenance and other standards that would improve fire safety.	County Fire, Fire Safe Council	Countywide	16-3A(1), 16-3A(2), 16-3A(3), 16-3A(4)	FEMA Hazard Mitigation, SB 1 (Caltrans - Adaptation Planning)	Level 2: Consult	Exempt	$40,000–$60,000	12 months
1.2	**MARIPOSA TOWN PLAN UPDATE** -Update the Mariposa Town Plan to include the identified expansion area and to provide land use policy guidance and recommend amended development regulations to be added to the Zoning Ordinance (Subtitle 17.300). - Incorporate provisions that expand locations for industrial uses near Mariposa Airport, and provide sufficient capacity to allow for potential expansion of office locations. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the community plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Require water and sewer disposal to be provided from a centrally coordinated and managed system. - Expand locations for higher-density housing. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Establish and annotate annexation process to add lands to utility service territories (e.g., SOI expansion, LAFCO process, service extensions, financial agreements). - Incorporate provisions of the Multimodal Transportation Feasibility Study being conducted by Mariposa County LTC.	Planning	Mariposa	5-1A(1), 5-1A(3), 5-2A(4), 5-4A(3)	SB 1 (Caltrans - Transportation Planning) *SB 2 (HCD - Affordable Housing) funds may be available to supplement in 2019*	Level 4: Collaborate	Covered by GP EIR (unless includes unanticipated service area annexations)	$100,000–$200,000	18 months
1.3	**COMPLETE MIDPINES COMMUNITY PLAN** - Continue staff work to facilitate community group meetings and prepare plan documentation in order to complete the Midpines Community Plan within one year. - Midpines Community Plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character.	Planning	Midpines	5-1A(1), 5-1A(3)	—	Level 4: Collaborate	Covered by GP EIR	Assigned staff (County)	12 months
1.4	**EL PORTAL TOWN PLAN [*Note: In collaboration with National Park Service and Aramark and subject to negotiations on a Memorandum of Understanding with the National Park Service*]** - Area plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Plan to be prepared in collaboration with National Park Service and Aramark. - Incorporate provisions that identify suitable locations to accommodate additional workforce housing uses necessary to support Yosemite National Park and sufficient capacity to allow for potential expansion of office locations. - Ensure that the plan addresses and is consistent with the Merced Wild and Scenic River Comprehensive Management Plan and EIS. - Ensure that the plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Address potential National Park Service approval/action. - Address potential need for National Environmental Policy Act (NEPA) action.	Planning	El Portal	5-1A(1), 5-1A(3), 5-4A(3)	*SB 2 (HCD - Affordable Housing) funds may be available in 2019*	Level 4: Collaborate	Covered by GP EIR	$70,000–$125,000	18 months

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
1.5	**ZONING ORDINANCE UPDATE - PART 1** - Part 1 of 3, including items that do not require completion of updated area plans. Some items below are not necessarily code updates (i.e., some may be established as department policy/procedure). - Implement zoning provisions established in adopted Catheys Valley Community Plan, Fish Camp Town Plan, Coulterville Town Plan, and Wawona Town Plan. - Identify alternative strategies for providing flexibility in application processing and maximizing densities, where appropriate. - Develop siting and development standards for recreation and resort uses. - Establish performance-based zoning standards for commercial and industrial districts. - Establish standards to protect visual character and define "viewshed", including a cell tower compliance strategy. - Establish lighting standards consistent with recommendations from the International Dark Sky Association. - Establish standards for special event/wedding venues. - Establish standards for "close-to-services" development. - Establish provisions to accommodate home-based businesses consistent with each land use designation, and update agritourism ordinance and determine appropriateness of home-based businesses outdoors on Williamson Act parcels. - Establish siting and development criteria for public facilities and sites. - Maintain maximum allowable residential density for all lands outside of community/area plans as one dwelling unit per 5 acres (plus one accessory dwelling unit on each parcel). - Update the extent and provisions of the Timber Reserve zoning district to limit development in areas of identified potential timber resources. - Establish that no discretionary project will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Address state-mandated zoning requirements for affordable housing.- Establish provisions for review and approval of projects within the Mariposa Airport Land Use Planning Area (review the provisions of the Airport Overlay Zone). - Establish that no project wil be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Clearly define uses compatible with agriculture and accommodate agritourism uses through changes to Agriculture and other zone districts. - Reevaluate permitted use tables in commercial and industrial districts to identify additional uses to be allowed by right (i.e., fewer CUPs) - Establish procedure that allows County staff to address uses not currently listed. - Establish procedure that allows County staff some minor deviations from development standards, as appropriate. - Implement requirements for minimum building and grading setback lines from waters of the State that are adequate to protect stream, riparian, and wetland resource values. - Consider need for a noise ordinance to define noise standards for the County. - Require preparation of acoustical analyses for certain proposed nonresidential uses as described in Implementation Measure 15-2B(1). - Require appropriate noise reduction measures for outdoor public events, as described in Implementation Measure 15-2B(3). - Establish appropriate standards for discretionary development projects wishing to provide alternative, on-site fire protection services. - Establish a dam inundation overlay district. -Require a hydrologic evaluation for development projects located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Require flood and drainage channels to be designed into landscaping plans.	Planning	Countywide	5-4C(1), 5-4C(2), 5-2A(2), 5-4B(2), 5-7A(1), 5-12A(1), 9-1D(1), 9-4A(1), 9-5A(1), 10-1C(1), 10-5A(1), 11-2D(1), 15-1A(1), 15-2B(1), 15-2B(3), 16-1A(1), 16-4C(1), 16-5A(1), 16-5B(1), 16-6A(1)	*SB 2 (HCD - Affordable Housing) may be available in 2019*	Level 3: Involve	Covered by GP EIR	$90,000–$150,000	18 months
1.6	**SUBDIVISION ORDINANCE UPDATE** - Complete a comprehensive update to the County's subdivision regulations including the following provisions: - Establish mechanism/procedure for minimum density subdivisions in lieu of minimum parcel size subdivisions. - Require new subdivisions to demonstrate adequate roadway capacity to serve the project prior to approval. - Require new subdivisions to provide mandatory contributions for maintenance of any roads that are not within the County-maintained road system. - Modify lot adjustment procedures/provisions as described in Implementation Measures 5-9A(2) re: minimum parcel size and 10-2A(2) re: Williamson Act parcels. - Require that infrastructure for new subdivisions meet requirements for ready-to-build parcels. - Establish that no subdivision will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Establish that no subdivision will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Develop subdivision design standards for placement of structures on ridgelines. - Establish provisions for site development and clustering in new subdivisions to conserve designated scenic routes. - Encourage maximized solar access where feasible and consistent with maintenance of scenic values in new subdivision designs. - Establish appropriate standards for new subdivisions proposing to provide alternative, on-site fire protection services. - Amend, if necessary, the County Subdivision Ordinance to ensure formal review of subdivisions by the fire agencies. - Require a hydrologic evaluation for proposed subdivisions located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require subdivision parcel and final maps and building permit site plans to provide for on-site detention for normal stormwater flows in excess of the capacity of natural drainage courses receiving runoff from the development. - Require subdivision parcels to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Amend, if necessary, to correspond with zoning regulations to provide for additional density.	Planning	Countywide	5-3A(3), 5-3B(1), 5-9A(2), 5-10A(1), 9-1D(1), 9-5A(1), 10-2A(2), 11-1A(2), 11-1A(3), 11-1C(3), 11-2D(2), 16-1A(1), 16-1C(1), 16-5A(1), 16-5A(2), 16-5B(1)	—	Level 2: Consult	Covered by GP EIR	$60,000–$80,000	18 months
								$360,000 - $615,000	

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 2 Tasks: Begin FY 2019–2020									
2.1	**LOCAL HAZARD MITIGATION PLAN UPDATE** - Complete required update to 2015 LHMP, including climate change vulnerability assessment. - Adopt updated 2020–2025 LHMP in 2020.	Planning, Sheriff	Countywide	—	FEMA Hazard Mitigation	Level 3: Involve	Exempt	$75,000–$100,000	12 months
2.2	**GENERAL PLAN TECHNICAL UPDATE (SAFETY, HOUSING, EJ ELEMENTS + CLIMATE CHANGE)** - Amend Safety Element to incorporate vulnerability assessment outcomes and include climate adaptation goals, policies, actions. - Prepare the County's 2020–2025 Housing Element update. - If updates to the Safety and Housing elements occur together, this triggers environmental justice element requirement. - Address any realignment in policy necessary to correspond with zoning or subdivision regulation updates.	Planning	Countywide	—	SB 1 (Caltrans - Resiliency Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 4: Collaborate	ND/MND	$75,000–$250,000 (incl. CEQA)	18 months
2.3	**AREA PLANS - GROUP 1** - Group 1 communities represent the most likely locations for expanded commercial, office, industrial, and mixed-use areas within the county, as well as locations that may be suitable for expanding housing options. - Ensure that each area plan defines "rural character" as it applies to each planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that each area plan includes land area to accommodate local rural home industries that outgrow their home-based location. - This task includes the following area plans: Bear Valley Community Plan, Bootjack Community Plan, Buck Meadows Special Plan, Coulterville Town Plan Update, Greeley Hill Community Plan, Mount Bullion Town Plan, Yosemite West Special Plan. - Additionally, this task includes focused updates to the Fish Camp Town Plan (Specific Plan) to expand workforce housing options consistent with Housing Element objectives and policies and housing program administration.	Planning	Community Plan Areas Countywide	5-1A(1), 5-1A(3), 5-4A(3)	SB 1 (Caltrans - Transportation Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 4: Collaborate	Covered by GP EIR	$350,000–$500,000 for 7 new plans and 1 focused update	24 months
2.4	**ENVIRONMENTAL CONSERVATION PROGRAM** - Establish a Mariposa County Environmental Conservation Program comprising development standards and ongoing programs to conserve, protect, and mitigate impacts to the following resources. AGRICULTURAL RESOURCES - Maintain a program for agricultural invasive species eradication. BIOLOGICAL RESOURCES - Identify and develop mitigation programs for significant and sensitive habitat areas, including wildlife migration corridors, breeding and nesting areas (as seasonally appropriate), and riparian habitat around bodies of water and along watercourses and seasonal drainages. - Identify and develop mitigation programs for known occurrences of special-status animal and plant species, including appropriate development buffers. - Minimize removal of native trees and groves of trees. - Establish guidelines for biological resource surveys as part of environmental review, as described in Implementation Measure 11-4A(6). - Record data collected from biological resources surveys to create a comprehensive map of vegetation communities with associated habitats for sensitive wildlife species. - Require site surveys in compliance with federal and state regulations as part of environmental review to determine the presence or absence of sensitive biological resources. MINERAL RESOURCES - Establish standards for the exploration, development, and reclamation activities associated with mineral resource projects. WATER RESOURCES - Coordinate with MPUD to promote appropriate reuse of treated wastewater. - Coordinate with domestic water system operators and public water purveyors in implementing programs to eliminate water loss due to leakage. - Designate watershed areas of surface water systems where such systems and their proposed watershed areas serve or are capable of serving as a potable water source. - Review development designs to ensure compliance with federal and state water quality regulations and to ensure that the project does not discharge contaminated water.	Planning	Countywide	10-3A(2), 11-2A(2), 11-2A(3), 11-2B(1), 11-2C(2), 11-3A(2), 11-4A(1), 11-4A(2), 11-4A(3), 11-4A(5), 11-4A(6), 11-4A(7)	—	Level 3: Involve	Covered by GP EIR	$70,000–$125,000	24 months
2.5	**HISTORIC RESOURCES PROGRAM** - Update the County's Historic Design Review Overlay Ordinance and establish a countywide historic resources program. - Reorganize the Historic Sites and Records Preservation Committee to meet the requirements for a local Historic Preservation Commission recognized by the US Department of the Interior. - Designate the Planning Director as the County's Cultural Resources Coordinator/Historic Preservation Officer. - Complete the ongoing County historic sites inventory. - Identify new or expanded historic districts for nomination to the California Register of Historical Resources or the National Register of Historic Places. This may include, but not be limited to, cemeteries.	Planning	Countywide	14-1A(1), 14-1A(2), 14-2A(1), 14-2A(2), 14-5A(1)	—	Level 4: Collaborate	Covered by GP EIR	$60,000–$100,000	18 months
2.6	**ROADWAY DEVELOPMENT FEE PROGRAM** - Prepare and implement a program to evaluate development impact fees needed to adequately service new growth. - Such local funding would ensure that improvements are accomplished in the needed time frame and would substantially benefit economic development within the county.	Public Works	Countywide	9-1A(2)	—	Level 1: Inform	Exempt	$40,000–$75,000	18 months
								$670,000 - $1,150,000	

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 3 Tasks: Begin FY 2020–2021									
3.1	**GREENHOUSE GAS REDUCTION PROGRAM** - Prepare a GHG emissions reduction program consistent with State CEQA Guidelines Section 15183.5. - Option to combine ND/MND with General Plan technical update. - The GHG emissions reduction program should include all of the following components. - Quantify GHG emissions, both existing (2017 or 2018 update to existing Sierra Business Council inventory) and projected over a specific time period (2030, 2050), resulting from activities within the county. - Establish a level, based on substantive evidence, below which the contribution of emissions from activities covered by the plan would not be cumulatively considerable (in 2030, 2050). - Identify and analyze the emissions resulting from specific actions or categories of actions anticipated within the county. - Specify measures or a group of measures, including performance standards that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level (in 2030, 2050). - Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels. - Consider both the impacts and benefits of forests and agriculture. - Be adopted through a public process following environmental review.	Planning	Countywide	—	SB 1 (Caltrans - Resiliency Planning), Affordable Housing and Sustainable Communities (SGC)	Level 3: Involve	ND/MND	$100,000–$150,000 (incl. CEQA)	24 months
3.2	**AREA PLANS - GROUP 2** - Area plans provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that each area plan defines "rural character" as it applies to each planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that each area plan includes land area to accommodate local rural home industries that outgrow their home-based location. - This task includes the following area plans: Don Pedro Town Plan, Foresta Special Plan, Hornitos Community Plan. - Additionally, this task includes focused updates to the Fish Camp Town Plan (Specific Plan) to address nonresidential uses that complement the focused updates to these plans completed in Task 2.3. - Catheys Valley Community Plan was adopted in 2012 and no update is proposed. - Wawona Town Plan (Specific Plan) was last updated in 2012 and no update is proposed.	Planning	Community Plan Areas Countywide	5-1A(1), 5-1A(3), 5-4A(3)	SB 1 (Caltrans - Transportation Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 4: Collaborate	Covered by GP EIR	$200,000–$275,000 for 3 new plans and 1 focused update	24 months
								$300,000 - $425,000	
Year 4 Tasks: Begin FY 2021–2022									
4.1	**ZONING ORDINANCE UPDATE - PART 2** - Part 2 of 3, consisting of items directed by Mariposa Town Plan, El Portal Town Plan, Midpines Community Plan, and Group 1 area plans.	Planning	Community Plan Areas Countywide	5-4B(1), 14-4A(2)	SB 2 (HCD - Affordable Housing)	Level 3: Involve	Covered by GP EIR	$50,000–90,000	12 months
4.2	**UPDATE PUBLIC WORKS STANDARDS AND TRAFFIC IMPACT ASSESSMENT GUIDELINES** - Prepare a comprehensive update to the County's Public Works Standards and Traffic Impact Assessment Guidelines to include the following provisions, in addition to provisions that may be recommended in area plans: - Establish LOS D as minimum acceptable operation standard for a public roadway. - Establish that the density of land for development purposes be based on the capacity of a road divided by the average daily traffic of the permitted uses. - Establish that the capacity of a County road must be assessed when proposed development would increase utilization of the road by more than 25%. - Update County Roads Standards as described in Implementation Program 9-1E(1).	Public Works	Countywide	9-1A(1), 9-1C(1), 9-1C(2), 9-1E(1)	—	Level 2: Consult	Covered by GP EIR	$20,000–$50,000	18 months
4.3	**EMERGENCY SERVICES PLAN** - Prepare and implement an emergency services plan.	Sheriff, Fire Department	Countywide	9-9A(1), 9-9A(2)	FEMA Hazard Mitigation	Level 1: Inform	N/A	$15,000–$25,000	12 months
4.4	**COLLABORATIVE PLANNING DIALOGUE** - Initiate discussions with representatives from public agencies, school district administration, and private utilities to establish a formal collaborative cooperation and planning process. - Establish school facility mitigation and funding mechanisms with school district administration as described in Implementation Measure 9-7A(3). - Coordinate with school district to enhance technical and vocational training programs related to Mariposa County's largest industries (tourism, hospitality, etc.). - Coordinate with school district to learn of school capital facility proposals that may benefit from County participation or partnership. - Participate in conservation management planning with federal and state and other public and private agencies. - When other agencies propose to develop park or recreation facilities, the County should participate when a local recreation need can also be served. - Explore with federal land management agencies issues of mutual concern regarding the effects of agency and County policies on their respective users and resources. - Coordinate with federal and state agencies to maintain and increase multiple use on public land to increase regional tourism opportunities and to develop trailhead facilities and other access points to public lands. - Continue to work with Cal Fire and the Mariposa County Fire Safe Council or other appropriate agency or group to educate residents and coordinate citizen efforts in fire prevention.	Board of Supervisors, Planning	Countywide	5-8A(1), 9-7A(2), 9-7A(3), 9-8A(1), 10-1B(2), 11-1B(1), 12-4A(1), 12-4A(2), 12-4A(3), 13-1A(1), 13-1B(1), 13-3A(1), 16-2A(1), 16-2B(1)	FEMA Hazard Mitigation	Level 3: Involve	N/A	$25,000–$50,000	12 months
4.5	**AGRICULTURAL BEST PRACTICES PROGRAM** - Prepare a manual or similar document identifying successful agricultural practices used in the county. - Develop and implement a program describing funding sources for agricultural technical and economic assistance. - Include support for identifying a market for heritage crop varieties.	Agricultural Commissioner, Planning	Countywide	10-3A(1), 10-3B(1), 10-4A(1)	—	Level 4: Collaborate	N/A	$10,000–$20,000	6 months
								$120,000 - $235,000	

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 5 Tasks: Begin FY 2022–2023									
5.1	**ZONING ORDINANCE UPDATE - PART 3** - Part 3 of 3, consisting of items directed by Group 2 area plans.	Planning	Community Plan Areas Countywide	N/A	SB 2 (HCD - Affordable Housing)	Level 3: Involve	Covered by GP EIR	$50,000–$90,000	12 months
5.2	**COMMUNITY ARTS PROGRAMS** - Prepare an ordinance addressing the review process, standards, and guidelines for public displays of art in County facilities. - Establish a formal community arts program and support the Mariposa County Arts Council in advising the Board of Supervisors on the arts. - Establish an annual county calendar of community art events and standards for marketing and branding art in Mariposa County.	Board of Supervisors, Planning	Countywide	7-1A(1), 7-2A(1), 7-2B(1), 7-2D(1)	National Endowment for the Arts (Our Town)	Level 4: Collaborate	Exempt	$20,000–$25,000	12 months
5.3	**PREPARE PARKS AND RECREATION PLAN** - Prepare a comprehensive Parks and Recreation Plan for County facilties to include the following, in addition to recommendations from community/area plans: - Establish performance standards for maintenance of parks and recreation facilities preventing premature deterioration. - Implement youth programs for both "after school" and times of the year when school is not in session. - Identify a broad range of recreation opportunities and facilities needed to serve the county's diverse population. - Identify short-, intermediate-, and long-term revenue sources for parks and recreation.	Public Works	Countywide	12-1B(1), 12-1B(2), 12-3A(1), 12-3A(2), 12-5A(1)	—	Level 3: Involve	ND/MND	$90,000–$150,000 (incl. CEQA)	18 months
5.4	**CREATE/UPDATE COUNTYWIDE DESIGN GUIDELINES AND STANDARDS, AND A SCENIC VIEWS PLAN** - Prepare countywide design guidelines and standards addressing the following provisions, in addition to provisions which may be recommended in community/area plans. - Establish guidelines to ensure development complementary to rural character. - Prepare a scenic views plan for preservation of visual quality along highways in the county. The plan should identify resources, views, and programs while protecting the rights of private property owners. - Prepare landscaping guidelines for the use of site-appropriate native plant species. - Prepare and adopt historic design review guidelines for use in historic districts to complement the historic design review standards. - Prepare site design guidelines for new development projects in or near a seismic risk area (fault zone) or geologic hazard area to minimize or eliminate such risk.	Planning	Countywide	11-1A(1), 11-1A(4), 11-4A(4), 14-4A(1), 16-8A(1)	FEMA Hazard Mitigation	Level 3: Involve	Covered by GP EIR	$80,000–$100,000	24 months
								$240,000 - $365,000	
Beyond Year 5 Tasks: Begin after FY 2023									
B.1	**GENERAL PLAN TECHNICAL UPDATE (REMAINING ELEMENTS)** - Complete remaining technical updates to the following General Plan Elements: Administration, Land Use, Economic Development, Arts and Culture, Circulation-Infrastructure-Services, Agriculture, Conservation and Open Space, Local Recreation, Regional Tourism, Historic and Cultural Resources, Noise. - Option to combine program EIR with RTP update.	Planning	Countywide	—	SB 1 (Caltrans - Resiliency Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 3: Involve	Program EIR	$500,000–$900,000 (incl. CEQA)	18 months
B.2	**REGIONAL TRANSPORTATION PLAN UPDATE** - Prepare a 5-year update to the County's Regional Transportation Plan. - Update the County Transportation Plan concurrently with the RTP update. - Option to combine program EIR with General Plan Technical update.	Public Works, MCLTC	Countywide	9-2A(3)	—	Level 4: Collaborate	Program EIR	$75,000–$100,000 (incl. CEQA)	18 months
B.3	**UPDATE BUILDING, GRADING, AND OTHER COUNTY CODES** - Complete the following updates to other County codes to implement the General Plan, in addition to updates that may be recommended in community/area plans. Note that some updates may occur during earlier tasks based on completion of related work items. - Require that building materials have a low reflective index. - Establish water conservation standards consistent with state guidelines, as described in Implementation Program 11-2A(1). - Amend the County Grading Ordinance provisions for erosion control on all development projects, and review and update other portions of the Grading Ordinance to correspond to current state law and best practices. - Amend the County Grading Ordinance to require ponds and facilities for retaining water to be designed to prevent downstream flooding. - Amend Building Code to require means of controlling noise at its source as opposed to imposing mitigation as the means of offsetting noise impacts and to implement standards that will reduce vibration from construction activities to a level that is less than perceptible at adjacent property lines. - Enact amendments to the Mariposa County Code to implement fire safe standards as described in Implementation Measure 16-1B(1). - Adopt a comprehensive County Flood Protection Ordinance that includes requirements identified in Implementation Measures 16-4A(1) and 16-4B(1).	Building, Planning	Countywide	11-1D(1), 11-2A(1), 11-5A(1), 11-5A(2), 15-1(A), 15-1A(2), 15-2A(1), 16-1B(1), 16-4A(1), 16-4B(1), 16-5C(1)	—	Level 2: Consult	Exempt	$50,000–$80,000	12 months
								$625,000 - $1,080,000	
	TOTAL ESTIMATED COST							**$2,315,000 - $3,870,000**	

GENERAL PLAN IMPLEMENTATION MEASURES COMPLIANCE CHECKLIST

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
General Plan Administration		
IMPLEMENTATION 4-1A(1): Conformance with guiding principles is to be used as the foundation for interpreting General Plan goals, policies, and implementation measures.	Planning	On-going.
IMPLEMENTATION 4-1A(2): When a conflict exists between the General Plan and an enacted ordinance, regulation, or a policy of the Board of Supervisors, the General Plan shall be the prevailing language.	All County Departments	On-going.
IMPLEMENTATION MEASURE 4-1B(1): The Planning Agency of Mariposa County is authorized to utilize appropriate judgment in determining the meaning of the General Plan policy.	Planning	On-going.
IMPLEMENTATION MEASURE 4-1B(2): The Director of Public Works shall be the County official empowered to define road systems consistent with the current and future transportation patterns as needed for implementation of the General Plan.	Public Works	On-going.
IMPLEMENTATION MEASURE 4-2A(1): Mariposa Planning shall review and recommend changes to the General Plan as a part of its annual report on Planning in the County of Mariposa.	Planning	On-going. Mariposa Planning includes recommendations annually in its annual report.
IMPLEMENTATION MEASURE 4-2A(2): Mariposa County's Capital Improvement Program (CIP) shall be consistent with the General Plan.	County Administrative Officer	On-going.
IMPLEMENTATION MEASURE 4-3A(1): The Mariposa County Planning Department will report to the Board of Supervisors on the need for General Plan amendments at the beginning of each year. The Board of Supervisors will schedule a meeting to consider, as appropriate, General Plan amendments hearing dates for the public and general use. Per state law, the Board of Supervisors can amend the General Plan no more than four times per year.	Planning and BOARD OF SUPERVISORS	On-going as part of General Plan Annual Report.

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 4-3A(2): The fourth General Plan amendment hearing shall be held for the use of the Board of Supervisors to adopt updates and modifications to the General Plan as generated by the Annual Review.	Planning	On-going.
IMPLEMENTATION MEASURE 4-4A(1): The Board of Supervisors will develop a resolution to implement the policy regarding third party agency responses. Policy 4-4a: In implementing the General Plan land use requirements the County may deem the failure to respond by any state or federal agency as "no comment," unless otherwise required by law or as necessary to protect public health and safety.	County Counsel and Planning	
Land Use		
IMPLEMENTATION MEASURE 5-1A(1): Rural character for each of the planning areas is to be defined by Area Plans.	Planning	On-going as area plans are developed.
IMPLEMENTATION MEASURE 5-1A(2): Land development regulations should respect the diversity of rural lifestyles allowing the right to use one's property.	Planning	On-going.
IMPLEMENTATION MEASURE 5-1A(3): Land development regulations shall define thresholds within which uses are complementary to the concept of rural character as defined by the General Plan and in regulations associated with the Area Plans.	Planning	On-going.
IMPLEMENTATION MEASURE 5-2A(1): Development shall grow outward from Planning Areas and Residential Areas with available services.	Planning	On-going.
IMPLEMENTATION MEASURE 5-2A(2): Establish land development regulations defining permitted uses and establishing standards for close-to-services development.	Planning	
IMPLEMENTATION MEASURE 5-2A(3) The County shall make findings that the development will not result in premature urbanization of the Planning Study Area.	Planning	On-going. Finding to be included in review of development projects.

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 5-2A(4) No urban expansion shall occur within the Mariposa Town Plan Study Area unless water and sewage disposal are available from a centrally coordinated and managed system.	Planning	On-going.
IMPLEMENTATION MEASURE 5-3A(1): Prior to the consideration of an application to change a land use classification into a non-residential land use classification, the subject property shall front on or shall have direct access to a maintained road. • This is a prerequisite of the application and shall not replace any project-specific conditions that may be required. • A paved maintained road requirement shall not be imposed when the requested land use classification is "Agriculture/Working Landscape" or "Natural Resources"	Planning	On-going
IMPLEMENTATION MEASURE 5-3A(2): Prior to consideration of a change of zoning district from residential into a commercial or industrial zoning district, the subject property shall be found to be located on a maintained road.	Planning	On-going
IMPLEMENTATION MEASURE 5-3A(3): No subdivision shall be approved unless it is found that there is adequate road capacity to serve the new traffic.	Public Works	On-going
IMPLEMENTATION MEASURE 5-3B(1): No subdivision shall be approved unless a mandatory contribution road maintenance mechanism is created for roads within the subdivision that are not within the County-maintained road system.	Public Works	On-going
IMPLEMENTATION MEASURE 5-4A(1): Commercial, healthcare, financial, and other service businesses intended to serve the greater County population, a regional or greater customer base, shall be located only within Town Planning Areas.	Planning	On-going.
IMPLEMENTATION MEASURE 5-4A(2): Commercial, healthcare, financial, and other service businesses intended to serve the neighborhood needs may be located in Planning Areas and in the Rural Economic land use classification.	Planning	On-going.

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 5-4A(3): All community plans shall include land area to accommodate local rural home industries that out-grow their home-based location.	Planning	On-going as area plans are developed.
IMPLEMENTATION MEASURE 5-4B(1): Zoning shall include provisions to include zoning districts with flexible standards for defining business and industry uses in a changing economy.	Planning	
IMPLEMENTATION MEASURE 5-4B(2): Establish provisions to accommodate businesses in the home consistent with the purpose of the land use classifications.	Planning	
IMPLEMENTATION MEASURE 5-4C(1): Accommodate appropriate siting and development standards for recreation and resort uses within the County.	Planning	
IMPLEMENTATION MEASURE 5-4C(2): Standards shall be included that protect visual character related to: • viewsheds; • structure design, landscaping and scenic environment; • landform grading; • site development; and • lighting.	Planning	
IMPLEMENTATION MEASURE 5-5A(1): The Land Use element shall identify lands within which the economic uses for the production, extraction, or harvesting of food, fiber, timber, and minerals shall be the primary purpose.	Planning	Completed. Agriculture/Working Landscape Land Use
IMPLEMENTATION MEASURE 5-6A(1): The Land Use element shall identify lands within which the management of natural resources shall be the primary purpose.	Planning	Completed. Natural Resources Land Use.
IMPLEMENTATION MEASURE 5-7A(1): Establish siting and development criteria for public facilities and sites.	Planning	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 5-8A(1): The Board of Supervisors shall initiate discussions with representatives from public agencies to establish a formal collaborative cooperation and planning process.	Board of Supervisors	
IMPLEMENTATION MEASURE 5-9A(1): Outside Planning Areas, the maximum allowable density for residential development shall be one dwelling unit per five acres.	Planning	On-going.
IMPLEMENTATION MEASURE 5-9A(2): In a proposal to modify the boundaries of one or more parcels or lots where one or more of these parcels or lots do not meet minimum parcel size or density of the applicable land use, the County may approve such boundary modifications provided such modifications will result in the improvement of the circumstances and/or design of both parcels or lots and in achieving the goals and policies of the General Plan and the purpose of the applicable land use classification.	Planning	On-going.
IMPLEMENTATION MEASURE 5-10A(1): Require that infrastructure for new subdivisions meet the General Plan's requirements for ready to build parcels.	Planning	On-going.
IMPLEMENTATION MEASURES 5-11A(1): No implementation of the General Plan shall be enacted to force the amortization, closure, and relocation of any legally existing nonconformity-except signs and/or billboards and major transient rental management activities in the rural portions of Yosemite West.	Planning	On-going.
IMPLEMENTATION MEASURE 5-11B(1): The Land Use Element shall identify lands and allow their subdivision in compliance with the zoning as of December 1, 2006 within the Natural Resource and Agriculture/Working Landscape land use designations.	Planning	Completed.
IMPLEMENTATION MEASURE 5-12A(1): Use the Timber Preserve zoning district within the Agricultural/Working Landscape and Natural Resource land use classifications to limit development in areas of identified potential timber resources.	Planning	
Economic Development		

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 6-1A(1): The County Administrative Officer will hire an Economic Development Coordinator within the County Government.	Board of Supervisors	Completed. County has a Community Development/Grant Coordinator.
IMPLEMENTATION MEASURE 6-1B(1): The Board of Supervisors should adopt an ongoing Economic Development Strategic Plan, including an assessment of assets, definition of target markets, specific implementation activities, assigned responsibilities, measurable objectives, and metrics to measure progress. The plan should contain provisions for destination resorts and hotel facility development.	Board of Supervisors and COUNTY ADMINISTRATIVE OFFICER	Economic Vitality Strategy updated in July 2017
IMPLEMENTATION MEASURE 6-1B(2): On an annual basis, the Board of Supervisors shall review accomplishments of Economic Development Strategic Plan.	Board of Supervisors and COUNTY ADMINISTRATIVE OFFICER	On-going
IMPLEMENTATION MEASURE 6-2A(1): The County should develop a clearly defined Mariposa County brand and supporting marketing program.	COUNTY ADMINISTRATIVE OFFICER	In progress
IMPLEMENTATION MEASURE 6-2A(2): The County shall implement the marketing program, successfully establishing the brand within target economic markets.	COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 6-3A(1): The County Economic Development Strategic Plan should include a proactive business retention and growth program to be implemented during the short-term planning period.	COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 6-3B(1): The County should support programs to assist in the acquisition and administration of grants as part of its economic development function.	BOARD OF SUPERVISORS and COUNTY ADMINISTRATIVE OFFICER	On-going.
IMPLEMENTATION MEASURE 6-3B(2): As part of the business retention and attraction program, the County should establish working relationships with local and regional financial institutions to serve as potential sources of financing for establishing and expanding businesses in the County.	COUNTY ADMINISTRATIVE OFFICER	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 6-4A(1): Meet with leaders from telecommunication companies serving the County to bring high-speed telecommunications to Mariposa County	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 6-4B(1): Incorporate an assessment of potential businesses created by the University of California at Merced in the County's Economic Development Strategic Plan.	COUNTY ADMINISTRATIVE OFFICER	
Arts and Culture		
IMPLEMENTATION MEASURE 7-1A(1): Support the Mariposa County Arts Council in advising the Board on the arts.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 7-2A(1): The County should support community-based programs that increase awareness of the arts.	Mariposa County Arts Council	
IMPLEMENTATION MEASURE 7-2B(1): The County should include the arts in its ongoing marketing and promotion programs.	Mariposa County Arts Council and Economic Development	
IMPLEMENTATION MEASURE 7-2C(1): Integrate the arts as part of the County's Economic Development Strategic Plan.	BOARD OF SUPERVISORS and COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 7-2D(1): The Planning Commission and the Mariposa County Arts Council may collaborate to prepare an ordinance addressing the review process, standards, and guidelines for public displays of art in County facilities.	Planning and Mariposa County Arts Council	
Housing		
REFEER TO CURRENT HOUSING ELEMENT FOR PROGRAM TABLE		

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
Circulation, Infrastructure, Services		
IMPLEMENTATION MEASURE 9-1A(1): A publicly-maintained road with an LOS of "A" through "D" shall be deemed to have adequate capacity to serve the needs of the road systems.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 9-1A(2): In order to facilitate provision of needed long-range (2015-2025) improvements to state highways serving Mariposa County, and particularly to those state routes where projected capacity would be less than LOS "D," the County shall: • Prepare and implement a program to evaluate Development Impact Fees for state highway intersection facilities needed to adequately service new growth. Such local funding would ensure the improvements are accomplished in the needed timeframe and would substantially benefit the economic development of the County. • Maintain a close working partnership with the State to solve state highway capacity deficiencies and funding limitations. • Monitor State activities in responding to the long-term transportation needs in the County and provide input to the state concerning the priorities for state highway improvements based on capacity below LOS standards, including timing of long-term Project Study Reports (PSR) for priority projects and their inclusion in the STIP in the needed timeframe.	Planning and Public Works	
IMPLEMENTATION MEASURE 9-1B(1): The County should define the capacity of all roads.	Public Works	Completed.
IMPLEMENTATION MEASURE 9-1C(1): The density of land for development purposes within an area shall be based on the capacity of the road divided by the average daily traffic of the permitted uses.	Public Works	On-going.
IMPLEMENTATION MEASURE 9-1C(2): A traffic study prepared by a professional appropriately licensed in the State of California shall be required if traffic calculations show that the proposed project will significantly increase traffic volumes.	Planning and Public Works	On-going.

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 9-1C(3): The capacity of a county road must be assessed for its capability to meet existing and new uses when the aggregate potential development will increase the utilization of the road by more than 25%.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 9-1D(1): No subdivision or discretionary project shall be approved if the traffic generated by the proposed project will exceed the capacity of the road systems which provide access from the nearest County major collector or State highway unless mitigation is required.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 9-1E(1): The County shall incorporate standards and specifications applicable to roads under County jurisdiction, which will include: • 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.	Public Works	
IMPLEMENTATION MEASURE 9-2A(1): The County shall implement the Transit Plan.	Local Transportation Commission	
IMPLEMENTATION MEASURE 9-2A(2): Annually report on implementation of the Transit Plan.	Public Works	
IMPLEMENTATION MEASURE 9-2A(3): Update the transit plan concurrently with the next scheduled update of the Regional Transportation Plan.	Public Works	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 9-3A(1): The County should adopt and implement the Bicycle, Pedestrian, and Equestrian Facilities Plan.	Local Transportation Commission	Completed and on-going.
IMPLEMENTATION MEASURE 9-3A(2): The County shall update the Bicycle, Pedestrian, and Equestrian Plan to create a comprehensive system of transportation and recreation trails.	Local Transportation Commission	Completed.
IMPLEMENTATION MEASURE 9-4A(1): The County shall continue systematic implementation of the Airport Master Plan.	Public Works	On-going.
IMPLEMENTATION MEASURE 9-4B(1): No projects shall be approved within the Airport Land Use Planning Area unless consistent with the Plan.	Planning	On-going.
IMPLEMENTATION MEASURE 9-5A(1): No project shall be approved unless it is shown to have access to an approved source for wastewater treatment and disposal and a potable water supply meeting Health Department requirements.	Planning	On-going.
IMPLEMENTATION MEASURE 9-6A(1): Design, permit, and construct a co-composting facility.	Public Works	
IMPLEMENTATION MEASURE 9-7A(1): The Board of Supervisors shall meet periodically with the Board of Trustees for the school district to coordinate capital facility planning.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 9-7A(2): County Staff shall work with school district administration to share information and assist in facilities development.	Public Works and Planning	Planning Dept and MCUSD staff have met in regard to issues pertaining to District's Spring Hill campus.
IMPLEMENTATION MEASURE 9-7A(3): The County will cooperate with the MUSD, to the extent feasible and permitted by state law, to explore methods for securing adequate funding of new school facilities, which may include the development of local funding mechanisms as well as the utilization of state funds when available. For any project or subdivision where the MUSD determines that adequate school facilities are not available to serve the proposed development, the County will work with the MUSD in securing project-sponsored mitigation to the extent permitted by state law.	Public Works and Planning	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 9-8A(1): County Staff should maintain technical and planning liaison with private utilities to ensure appropriate infrastructure accomplishing economic development goals.	Planning; Planning Director	
IMPLEMENTATION MEASURE 9-9A(1): Prepare an emergency services plan.	Sheriff and Fire Chief	
IMPLEMENTATION MEASURE 9-9A(2): Implement the emergency services plan.	Sheriff and Fire Chief	
Agriculture		
IMPLEMENTATION MEASURE 10-1A(1): The Board of Supervisors should maintain a full-time agriculture commissioner and provide support within budgetary and staff constraints.	BOARD OF SUPERVISORS	On-going.
IMPLEMENTATION MEASURE 10-1B(1): The Agricultural Advisory Committee shall expand its role to provide recommendations to the Board of Supervisors on all agriculturally-related issues and resources.	Planning	
IMPLEMENTATION MEASURE 10-1B(2): The County shall coordinate with the Mariposa Unified School District to enhance the District's agricultural educational programs.	Ag Commissioner, Farm Advisor Office, Resource Conservation District, and Mariposa Unified School District	MCUSD has attended Project Competition Banquet and distributed awards -Member of Mariposa FFA Ag Advisory Committee -Resource for current information in natural resources, forestry, animal science and horticulture -Working on setting up job shadowing for interested students with county offices -Guest speakers -Workshops and scholarships for students
IMPLEMENTATION MEASURE 10-1C(1): Clearly define uses compatible with agriculture	Planning and Ag Advisory Committee	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 10-2A(1): Areas of the General Plan classified as Agriculture/Working Landscape and proposed for reclassification to a Residential, Planning Area, or Natural Resource land use classification will be reviewed against the following criteria. No land within the Agriculture/Working Landscape land use classification shall be changed to a Residential, Planning Area, or Natural Resource land use classification unless the Board of Supervisors adopts all of the following findings. These findings shall not apply to the processing of a General Plan Amendment application to transfer agriculture land within the Agriculture/Working Landscape land use designation for lands within another land use classification pursuant the General Plan Goal 10-2, Policy 10-2a, and Implementation Measure 10-2a(4), and pursuant to adopted criteria. • The subject property is not within an area in which the majority of the surrounding parcels are currently being used or historically have been used for agriculture, timber, or mineral purposes. • The soils, water rights, topography, terrain, and location are not suitable as an economic production unit of sufficient quality for commercial agricultural production. • There are no other lands within the proposed land use classification available for the proposed or similar project. • The characteristics and size of the subject properties make it unsuitable for open space, conservation easements, or other preservation opportunities which further implement the goals and policies of the General Plan. • The subject property has not been identified in the County General Plan or any area plan as a location with characteristics worthy of preservation within the Agriculture/Working Landscape land use classification.	Planning and Ag Advisory Committee	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 10-2A(2): Lot line adjustments in the Agriculture/Working Landscape land use classification, including Williamson Act contracted parcels, shall result in parcels which are in compliance with the underlying land use designation, including minimum parcel size. The County may approve a boundary modification of an existing parcel that does not meet the minimum size requirements when a finding is made that the modification results in an improvement of the circumstances and/or design of both parcels or lots and in achieving the goals and policies of the General Plan and the purpose of the Agriculture/Working Landscape land use classification.	Planning	On-going.
IMPLEMENTATION MEASURE 10-2A(3): Standards shall be developed for issuance of development permits for substandard size parcels under Williamson Act contract.	Planning and Assessor's Office	Completed. Resolution No. 10-150
IMPLEMENTATION MEASURE 10-2A(4): Develop criteria for transfers of lands within the Agriculture/Working Landscape land use designation for lands within other land use designations which results in no net loss of like kind of agricultural lands (type and quality) and that demonstrates a benefit to agricultural lands.	Planning	Completed.
IMPLEMENTATION MEASURE 10-3A(1): The Agriculture Commissioner and Agricultural Advisory Committee should create a document identifying successful practices used in the County.	Planning and Ag Commissioner	
IMPLEMENTATION MEASURE 10-3A(2): The County shall maintain a commitment to programs for invasive species eradication.	Planning, Ag Commissioner, Farm Advisor Office, Resource Conservation District	
IMPLEMENTATION MEASURE 10-3B(1): Develop and implement a program cataloguing sources of funding and resources providing technical and economic assistance for agriculture stewardship.	Planning, Ag Commissioner, Farm Advisor Office, Resource Conservation District	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE: 10-4A(1): The agricultural resources program should include support for identifying a market for heritage crop varieties.	Ag Commissioner	
IMPLEMENTATION MEASURE 10-5A(1): Accommodate agritourism uses through changes in Agriculture zones.	Planning	Completed in the Agriculture Exclusive Zone.
IMPLEMENTATION MEASURE 10-5B(1): The Economic Development Strategic Plan should include strategies for agritourism.	COUNTY ADMINISTRATIVE OFFICER, Ag Commissioner, Farm Advisor	
IMPLEMENTATION MEASURE 10-5B(2): Coordinate with the private sector to implement an economic development strategy for agriculture.	Ag Commissioner, Ag Advisory Committee, COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 10-6A(1): Prohibit the construction of residences on parcels that are subject to a Williamson Act contract unless they comply with the terms of a Williamson Act contract.	Planning	Completed and on-going.
IMPLEMENTATION MEASURE 10-6A(2): Review enforcement of Williamson Act provisions requiring onsite residents to be actively performing qualifying agricultural activities on all contracted property.	Planning	On-going through Biennial Review process for LCA contracts.
Conservation and Open Space		
IMPLEMENTATION MEASURE 11-1A(1): The County shall establish guidelines to ensure development complementary to the scenic aspects of the County's rural character.	Planning	
IMPLEMENTATION MEASURE 11-1A(2): The County shall develop subdivision design standards for placement of structures on ridgelines and open hillsides.	Planning	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-1A(3): Develop flexible site development and clustering to conserve designated scenic routes, views, and viewsheds.	Planning	
IMPLEMENTATION MEASURE 11-1A(4): The County shall develop guidelines for non-single family development within County highway corridors to preserve scenic resources. The guidelines will be developed into a scenic views plan for the preservation of visual quality along the County's highways. The plan will identify resources, views, and programs, while protecting the rights of property owners.	Planning	
IMPLEMENTATION MEASURE 11-1B(1): The County should participate in conservation management planning with Federal and State and other public and private agencies.	Planning, Ag Commissioner, Farm Advisor, Resource Conservation District, Public Works	On-going.
IMPLEMENTATION MEASURE 11-1C(1): The County will implement Federal and State air quality regulations.	Planning and Public Works	
IMPLEMENTATION MEASURE 11-1C(2): Establish land use patterns that minimize impacts to air quality.	Planning and Public Works	
IMPLEMENTATION MEASURE 11-1C(3): Implement a program that minimizes impacts on and/or improves air quality that include but are not limited to: • Encourage maximized solar access where feasible and consistent with the maintenance of scenic values, in new subdivision designs to optimize energy efficiency; and • Road improvement projects such as paving unpaved roads which improve air quality.	Planning and Public Works	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-1C(4): The County shall cooperate with the Air Pollution Control District (APCD), or successor agency, to: • Review development proposals to address cumulative and long-term air quality impacts. • Work with local public utility providers, and the private sector to encourage the development and implementation of educational and incentive programs to encourage energy conservation, house weatherization, and solar energy use; • Work with the Mariposa County Department of Public Works and homeowner associations to encourage the development and implementation of educational and incentive programs for composting, mulching, grinding, cogeneration, feedstocks, and chipping in lieu of outdoor burning; • Work with appropriate agencies to develop programs to maximize the participation of employers in employer-operated van pool and/or ride sharing for employees and mass transit service for both employers and customers/visitors; and • Work with the school districts to replace existing buses with less polluting models.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 11-1D(1): Include as part of the comprehensive development standards: • lighting standards. established by the International Dark Sky Association; and • require that building materials have a low reflective index.	Planning	
IMPLEMENTATION MEASURE 11-2A(1): Implement standards for water conservation that are consistent with State guidelines, including requirements for the installation and use of low-flow plumbing fixtures in all new construction, and for the use of drip irrigation systems and drought-tolerant or low water using landscaping (including retention of existing native plant material) in all multi-family, commercial, resort, industrial and public developments.	Building	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-2A(2): Cooperate with the Mariposa Public Utility District and other wastewater generators in implementing programs for reuse of treated wastewater.	Planning and Building	
IMPLEMENTATION MEASURE 11-2A(3): Cooperate with the domestic water system operators and public water purveyors in implementing programs to eliminate water loss due to leakage in pipes, ditches or other conveyance facilities.	Planning, Building, and Public Works	
IMPLEMENTATION MEASURE 11-2B(1): Review development designs to ensure compliance with Federal and State water quality regulations and to ensure that the project does not discharge contaminated water.	Planning and Building	On-going.
IMPLEMENTATION MEASURE 11-2C(1): Outside Town Planning Areas and Rural Centers, maintain low intensities of development in order to protect the capacity of watersheds.	Planning	On-going.
IMPLEMENTATION MEASURE 11-2C(2): Designate watershed areas of surface water systems where such systems and their proposed watershed areas serve or are capable of serving as a potable water source.	Planning and Building	
IMPLEMENTATION MEASURE 11-2D(1): Implement requirements for minimum building and grading setback lines from waters of the State (i.e., perennial streams and environmentally significant wetlands), that are adequate to protect stream, riparian, and wetland resource values.	Planning	
IMPLEMENTATION MEASURE 11-2D(2): Provide for clustering of development that protects and avoid impacts to significant water resources.	Planning	
IMPLEMENTATION MEASURE 11-3A(1): Require a conditional use permit for mining activity except where a land use designation permits such use.	Planning	Completed and on-going.
IMPLEMENTATION MEASURE 11-3A(2): Incorporate standards for the exploration, development, and reclamation activities associated with mineral resource projects.	Planning	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-4A(1): The County will implement a Mariposa County Environmental Conservation Program. The Program shall include development standards and programs conserving, protecting, and mitigating the impacts on: • significant and sensitive habitat including wildlife migration corridors, • breeding and nesting areas (as seasonally appropriate); • known occurrences of special status animal species; • riparian habitat around bodies of water and along watercourses and seasonal drainages; • known occurrences of special status plant species, and • significant and sensitive plant communities	Planning	
IMPLEMENTATION MEASURE 11-4A(2): Site development and grading review should minimize the removal of native trees and groves of trees.	Planning	On-going project review standard
IMPLEMENTATION MEASURE 11-4A(3): The County shall develop and enforce standards that reduce or eradicate invasive species affecting the agricultural and natural ecosystems.	Planning and Ag Commissioner	
IMPLEMENTATION MEASURE 11-4A(4): The County shall publish landscaping guidelines for the use of site-appropriate native plant species.	Planning and Resource Conservation District	
IMPLEMENTATION MEASURE 11-4A(5): The County shall utilize collaborative planning efforts to coordinate local efforts to eradicate invasive plant species.	Planning and Ag Commissioner	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-4A(6): The County shall require site surveys in compliance with Federal and State regulations as part of environmental review to determine: • The presence or absence of endangered species and their habitat; • The presence or absence of threatened or rare wildlife and plant species and their habitat; • The presence or absence of breeding raptors and migratory birds; • The presence or absence of sensitive native plant communities; • The presence or absence of native wildlife migration or travel corridors; and • The presence or absence of jurisdictional wetland or other waters of the U.S.	Planning	On-going project review standard.
IMPLEMENTATION MEASURE 11-4A(7): The County shall record the data collected from the required site surveys to create a comprehensive map of environmental resources in Mariposa County. The map shall include but not be limited to vegetation communities with associated habitats for sensitive wildlife species.	Planning	
IMPLEMENTATION MEASURE 11-4A(8): During project review and environmental analysis, the County shall comply with Federal and State regulations to require measures that: • Protect endangered species and their habitat; • Protect threatened or rare wildlife and plant species and their habitats • Protect breeding raptors and migratory birds; • Protect and avoid to the extent feasible sensitive native plant communities; • Protect and avoid to the extent feasible native wildlife migration or travel corridors; and • Protect and avoid to the extent feasible jurisdictional wetland or other waters of the U.S.	Planning	On-going project review standard.
IMPLEMENTATION MEASURE 11-5A(1): Review and amend the County Grading Ordinance provisions for erosion control on all development projects.	Planning and Building	County Grading Ordinance repealed. Uniform Building Code regulates grading requirements.

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-5A(2): Review and update the provisions of the County Grading Ordinance as needed.	Planning, Building and Resource Conservation District	County Grading Ordinance repealed. Uniform Building Code regulates grading requirements.
Local Recreation		
IMPLEMENTATION MEASURE 12-1A(1): The County shall ensure parks and recreation facilities are distributed in reasonable proximity to the neighborhood, community, or regional populations they are intended to serve.	Public Works	On-going
IMPLEMENTATION MEASURE 12-1B(1): Parks shall be designed and developed in a manner to reduce long-term operations and maintenance cost.	Public Works	On-going
IMPLEMENTATION MEASURE 12-1B(2): The County shall adopt performance standards for maintenance of parks and recreation facilities preventing premature deterioration.	Public Works	
IMPLEMENTATION MEASURE 12-2A(1): The Parks and Recreation Advisory Committee shall report annually on the implementation of the Parks and Recreation programs.	Public Works	On-going
IMPLEMENTATION MEASURE 12-3A(1): The Parks and Recreation Department should implement youth programs for both "after school" and times of the year when school is not in session.	Public Works	
IMPLEMENTATION MEASURE 12-3A(2): The Public Works Department/Parks and Recreation Division should identify a broad range of recreation opportunities and facilities needed to serve the County's diverse population.	Public Works	
IMPLEMENTATION MEASURE 12-4A(1): When other agencies propose to develop park or recreation facilities, the County should participate when a local recreation need can also be served.	Public Works	
IMPLEMENTATION MEASURE 12-4A(2): The Parks and Recreation Advisory Committee should meet with the School District at least once each fiscal year to learn of school capital facility proposals that may benefit from County participation or partnership.	Public Works	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 12-4A(3): The County should explore with Federal land management agencies issues of mutual concern regarding the effects of agency and County policies on their respective users and resources.	Public Works	On-going
IMPLEMENTATION MEASURE 12-5A(1): The Parks and Recreation programs shall identify short-, intermediate-, and long-term revenue sources.	Public Works	
Regional Tourism		
IMPLEMENTATION MEASURE 13-1A(1): The County shall collaborate with Federal agencies creating multiple use and public education policies supporting regional tourism and protecting public lands.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 13-1A(2): The County shall collaborate with the American Indian Council of Mariposa County creating facilities and opportunities to promote public education of Native American cultural traditions and places.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 13-1B(1): The Board of Supervisors should support programs to maintain and increase multiple- use on public land to increase regional tourism opportunities.	BOARD OF SUPERVISORS	On-going
IMPLEMENTATION MEASURE 13-2A(1): The County should provide ongoing regional tourism programs for residents and visitors defining opportunities for extended side-trips within the County.	COUNTY ADMINISTRATIVE OFFICER	On-going
IMPLEMENTATION MEASURES 13-3A(1): The County should collaborate with Federal and State agencies to develop trail-head facilities and other public access points to public lands.	Public Works/Parks and Rec	
IMPLEMENTATION MEASURE 13-4A(1): Create a coordinated County information program to identify points and routes of interest for regional tourists.	COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 13-4B(1): Maintain a visitor center in the Mariposa Town Area designed to provide information about all County visitor assets.	BOARD OF SUPERVISORS	On-going

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 13-5A(1): In cooperation with the County's tourism industry, implement a tourism marketing and advertising program using the Mariposa County brand designed to: • increase the length of visitor stay within the County, • expand the tourist season into shoulder seasons, and • incorporate special targeted activities for cultural tourism and agri-nature tourism.	Economic Development	On-going
Historic and Cultural Resources		
IMPLEMENTATION MEASURE 14-1A(1): The Historic Sites and Records Preservation Committee should be reorganized to meet the requirements for a local Historic Preservation Commission recognized by the Department of Interior.	Planning	
IMPLEMENTATION MEASURE 14-1A(2): The Planning Director shall be designated the County's Cultural Resources Coordinator/Historic Preservation Officer.	Administration	
IMPLEMENTATION MEASURE 14-1A(3): Retention of historic records shall be within the purview of the Historic Sites and Records Preservation Commission.	Planning	On-going
IMPLEMENTATION MEASURE 14-2A(1): Update the County historic sites inventory.	Planning	In process, update commenced in 2014.
IMPLEMENTATION MEASURE 14-2A(2): The Board of Supervisors shall include qualifying sites and structures on the list of Mariposa County Historic sites.	Planning	
IMPLEMENTATION MEASURE 14-2A(3): Analysis of qualifying historic sites and structures shall be undertaken in conformance with appropriate standards of the California State Historic Preservation Office and the standards of the National Trust for Historic Preservation.	Planning	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 14-3A(1): Seek options through partnerships with private organizations, local financial institutions, and by the use of Federal and State grants and tax incentives.	Planning	
IMPLEMENTATION MEASURE 14-4A(1): The County shall prepare and adopt Historic Design Review Guidelines for use within Districts.	Planning	
IMPLEMENTATION MEASURE 14-4A(2): Within County-identified historic districts, all exterior construction, renovation, rehabilitation, or restoration shall be subject to design review approval.	Planning	On-going
IMPLEMENTATION MEASURE 14-4A(3): Demolition of County-identified historic structures shall require review from the Historic Sites and Records Preservation Commission.	Building and Planning	On-going
IMPLEMENTATION MEASURE 14-5A(1): The County, in cooperation with the Historic Sites and Records Preservation Commission and local Planning Advisory Committees, should identify new or expanded historic districts for nomination to the California Register of Historical Resources or the National Register of Historic Places. This may include, but not be limited to, cemeteries.	Planning	
IMPLEMENTATION MEASURE 14-6A(1): Prior to the approval of a demolition permit for any historic site, structure, or cultural place, the Historic Sites and Records Preservation Commission shall review the application pursuant to CEQA and determine whether alternatives to the proposed demolition or destruction shall be required.	Historic Preservation Commission	On-going
IMPLEMENTATION MEASURE 14-6A(2): Prior to the approval of a demolition permit or grading permit for a cultural place the Southern Sierra Miwuk Nation Consultation Committee shall review the application pursuant to CEQA and determine whether alternatives to the proposed demolition or destruction shall be require.	Southern Sierra Miwuk Nation Consultation Committee	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 14-7A(1): Mariposa County shall invite the participation of representatives of the Native American community in the review of discretionary projects for which there is a likelihood of potential archaeological artifacts and cultural places.	Planning	On-going
Noise		
IMPLEMENTATION MEASURE 15.1A(1): A noise ordinance should be considered to define the standards for the County.	Public Safety Officer	
IMPLEMENTATION MEASURE 15.1A(2): County development standards shall require means of controlling noise at its source as opposed to imposing mitigation as the means of offsetting noise impacts.	Public Safety Officer	
IMPLEMENTATION MEASURE 15.1A(3): The County shall develop and implement standards that will reduce vibration from construction activities to a level that is less than perceptible at adjacent property lines.	Public Safety Officer	
IMPLEMENTATION MEASURE 15-2A(1): The State building standards for the proper insulation of new dwellings for noise reduction shall be enforced.	Building	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 15-2B(1): Where proposed non-residential land uses are likely to produce excessive noise levels at existing or planned noise-sensitive uses, an acoustical analysis shall be required as part of the project review process. An acoustical analysis should: • be prepared by a person qualified in environmental noise assessment and architectural acoustics, • include representative noise level measurements to adequately describe local conditions, • recommend appropriate mitigation to achieve compliance with the adopted policies and standards, • estimate noise exposure after the prescribed mitigation measures have been implemented, and • describe a post-project mitigation measure effectiveness assessment program.	Planning and Building	On-going project review standard
IMPLEMENTATION MEASURE 15-2B(2): Noise created by new transportation noise sources shall be mitigated.	Planning	
IMPLEMENTATION MEASURE 15-2B(3): The County shall require appropriate noise reduction measures for outdoor public events. Such measures may include: • preparation of a noise impact analysis by an appropriate licensed professional; • identification of best sound management practices for avoiding impacts; • restrictions on the level of amplification of sound systems; • conditions on the start, finish, and duration of the event; limitations on the number of participants; and • a requirement to install temporary noise reduction devices or barriers.	Planning and Health Department	On-going project review standard
IMPLEMENTATION MEASURE 15-2C(1): The County shall assess development activities and determine whether the Noise Element shall be updated or whether to undertake studies to create noise contours and noise exposure indices.	Planning	On-going

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
Safety		
IMPLEMENTATION MEASURE 16-1A(1): Establish appropriate standards for development projects wishing to provide alternative, on-site fire protection services.	County Fire	
IMPLEMENTATION MEASURE 16-1B(1): Enact amendments to the Mariposa County Code to implement fire safe standards. The ordinance(s) shall include the following requirements: • Minimum construction standards or template (width, grade, and surfacing) for public roads, private roads, and private driveways sufficient for emergency vehicles access. • Requirements for a connecting circulation system within a road system using roads connecting through other parcels or developed secondary routes dedicated for emergency access. • Minimum standards for emergency water supply standards for firefighting purposes. • Standards for siting of flammables. • Signage and address standards providing easy identification of roads, driveways and buildings. • Site design specifications for buildings in locations of extremely high fire danger.	County Fire	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-1B(2): Implement the countywide Wildfire Hazard Safety Plan, which includes standards for fire prevention, fuel management, and fire suppression, including but not limited to the following. • Requirements for development in areas with high and very high fuel hazards, including adequate emergency access and water supply; "defensible space" standards; and encourage the use of fire-resistant exterior construction materials, such as fire safe roofing and fire-resistant plants. • Wildland fire management activities such as controlled burning, fuel removal, vegetation management, and firebreaks. • Specific fire protection and prevention requirements for hillside, open space, and rural area development. • Public wildfire safety education through the Mariposa County Fire Safe Council (MFSC). • Standards specific to geographic areas in the County based on fire hazard potential.	County Fire	
IMPLEMENTATION MEASURE 16-1C(1): Amend, if necessary, the County Subdivision code to ensure formal review of subdivisions by the Fire Agencies.	Planning and County Fire	
IMPLEMENTATION MEASURE 16-2A(1): Cooperate with the CDF in providing advice to landowners on vegetation management programs keeping forest fuel values at acceptable levels.	County Fire	
IMPLEMENTATION MEASURE 16-2B(1): Continue to work with the Mariposa County Fire Safe Council or other appropriate agency or group as a major avenue for educating residents and coordinating citizen efforts in fire prevention.	County Fire	
IMPLEMENTATION MEASURE 16-3A(1): Adopt a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards.	County Fire	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-3A(2): The strategic plan shall identify the long term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety.	County Fire	
IMPLEMENTATION MEASURE 16-3A(3): The strategic plan shall identify thresholds and capital facility needs for each of the existing and future service areas.	County Fire	
IMPLEMENTATION MEASURE 16-3A(4): Revise and update the "Standards of Cover" and its service area maps.	County Fire	
IMPLEMENTATION MEASURE 16-3B(1): Enable facilities for "heavy" fire suppression helicopter operations at the Mariposa Yosemite Airport.	County Fire and Public Works	
IMPLEMENTATION MEASURE 16-4A AND B(1): Adopt a comprehensive County Flood Protection Ordinance that includes at a minimum the following requirements: • All structures in flood hazard areas are constructed with materials and equipment resistant to flood damage. • All mobile homes shall be anchored by providing over-the-top and frame ties to ground anchors. • All new and replacement water systems shall be designed to prevent infiltration of floodwaters into the system. • On-site sewage disposal systems shall be located to avoid impairment to them or contamination from them during flooding.	Planning and Public Works	
IMPLEMENTATION MEASURE 16-4C(1): The update to Title 17, Mariposa County Code, Zoning shall include a dam inundation overlay district.	Planning	
IMPLEMENTATION MEASURE 16-5A(1): Enact an ordinance to require a hydrologic evaluation for subdivisions and development projects located within flood plains and drainage channels to ensure potential flood hazard is minimized.	Public Works	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-5A(2): Subdivision parcel and final maps and building permit site plans shall provide for on-site detention for normal storm water flows in excess of the capacity of natural drainage courses receiving runoff from the development.	Building	
IMPLEMENTATION MEASURE 16-5B(1): Amend Title 16 of the Mariposa County Code, Subdivisions, to require subdivision parcels and development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation.	Planning	
IMPLEMENTATION MEASURE 16-5C(1): Enact an ordinance requiring ponds and facilities for retaining water to be designed to prevent downstream flooding.	Building and Public Works	
IMPLEMENTATION MEASURE 16-6A(1): Amend Title 17 of the Mariposa County Code, Zoning, to require flood and drainage channels to be designed into landscaping plans.	Planning	
IMPLEMENTATION MEASURE 16-6A(2): Land use maps shall maintain low intensity zoning in floodplain areas.	Planning	
IMPLEMENTATION MEASURE 16-7A AND B(1): Site inspections and maps (topographic, soils and geologic) will be used to identify geologic hazard areas (e.g., landslide-prone areas) in the County. The maps will be retained and available in the County Planning Department.	Planning	
IMPLEMENTATION MEASURE 16-7A AND B(2): The County Building Official will review plans for new construction in geologic hazard areas and will determine whether engineering studies, including structural and soils analyses, are required prior to issuing permits for construction in these areas.	Planning and Building	On-going
IMPLEMENTATION MEASURE 16-8A(1): New development projects in or near a seismic risk area (fault zone) or geologic hazard area shall be discouraged or designed to such standards as to minimize or eliminate such risk.	Planning and Building	
IMPLEMENTATION MEASURE 16-8B(1): Public facilities shall be sited to avoid known seismic dangers and shall be constructed to meet seismic safety requirements of the Uniform Building Code.	Building	On-going

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-9A(1): Review development and subdivision proposals to avoid building sites in areas subject to secondary seismic effects.	Planning	
IMPLEMENTATION MEASURE 16-10A(1): No land development incompatible with the airport land use plan shall be permitted in the airport's area of influence.	Planning	On-going
IMPLEMENTATION MEASURE 16-11A(1): Enforce the requirements of the County's Comprehensive Hazardous Waste Management Plan.	Health	
IMPLEMENTATION MEASURE 16-12A(1): Review and update the Mariposa County Emergency Management Plan every five years.	Emergency Services	
IMPLEMENTATION MEASURE 16-12A(2): Undertake full operation emergency situation drills and training periodically.	Emergency Services	

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. **Resolution accepting the 2022 General Plan Annual Report Plan and approving the 2023 General Plan Amendments Schedule, County Project No. 2023-073.**

WHEREAS, the laws of the State of California require Mariposa County to adopt and maintain a General Plan to guide the long-term development of the County, pursuant to Government Code Section 65300 et seq.; and

WHEREAS, after six years of public workshops, policy drafts, plan revisions and final public hearings, the Board of Supervisors did adopt the Mariposa County General Plan on 18th day of December, 2006; and

WHEREAS, State Government Code Section 65400(a)(2) requires that an annual report be prepared on the progress in the implementation of the General Plan, and the progress the County is making with regard to meeting its share of regional housing needs; and

WHEREAS, a draft 2022 General Plan Annual Report was prepared in accordance with the requirements of the State law, and was made available for public review; and

WHEREAS, the draft 2022 General Plan Annual Progress Report was submitted to the Governor's Office of Planning and Research and the State Housing Community Development Department (HCD) by the April 1, 2023 deadline and the Housing Element Annual Progress Report was approved by HCD on May 12, 2023; and

WHEREAS, a duly noticed Planning Commission public hearing on the 2022 General Plan Annual Report was scheduled for the 16th day of June, 2022; and

WHEREAS, the Planning Commission did hold a public hearing and considered the information provided by County Departments and in the public record, including the 2022 General Plan Annual Report, which also includes the 2023 Amendment Schedule; and

WHEREAS, Planning Commission adopted Resolution 2022-010, recommending that the Board of Supervisors accept the 2022 General Plan Annual Report; and direct staff to forward the final resolution for the 2022 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research. The Planning Commission recommended the Board find these actions are categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors hereby adopts this Resolution accepting the 2022 General Plan Annual Report, which includes the 2023 Amendment Schedule; and directs staff to forward the final resolution for the 2022 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research.

NOW THEREFORE BE IT FINALLY RESOLVED THAT The Board of Supervisors finds these actions to be categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

ON MOTION BY Supervisor_____ seconded by Supervisor _____, this resolution is duly passed and adopted this 12th day of December, 2023 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

EXHIBIT A

Schedule of 2023 General Plan Amendments

	Applications	Application Deadline	Planning Commission Public Hearing	Board of Supervisors Public Hearing
	Review of 2022 Annual Report	n/a	June 16, 2023	December 12, 2023
One - (private or public)	Applications submitted and completed by February 1, 2023	May 1	TBD	TBD
Two - (private or public)	Other applications submitted and completed by August 30, 2023	August 30	October 6, 2023*	November 21, 2023*
Three - (private or public)	Other applications submitted	TBD as necessary**	**	**
Four - (private or public)	Other applications submitted	TBD as necessary*	**	**

*Public hearing dates GPZA 2020-096 SPR 2023-064 Yosemite Scenic Wonders

** Public hearing dates are not definite until they have been noticed and advertised.

2022 General Plan Annual Progress Report

BOARD OF SUPERVISORS PUBLIC HEARING

DECEMBER 12, 2023

2022 General Plan Annual Progress Report

Purpose of Annual Report

State Law and the Mariposa County General Plan requires a report be prepared each year on the General Plan.

The Report reviews the General Plan policies, programs and implementation measures that were addressed in 2022.

The Annual Report does not amend the General Plan.

The Report is one tool that the County uses to evaluate the goals and objectives in the General Plan for internal consistency.

2022 General Plan Annual Progress Report

There are eight required elements and optional elements can be included at the discretion of the local jurisdiction.

The following table summarizes the elements included in Mariposa County's General Plan:

Table 1: Mariposa County General Plan Elements			
Mandatory Elements	**Year Adopted**	**Last Comprehensive Update**	**Last Amendment**
Land Use Element	2006	N/A	10/2021
Circulation, Infrastructure, and Services Element	2006	N/A	N/A
Housing Element	2016	8/2019	N/A
Conservation and Open Space Element	2006	N/A	2015
Noise Element	2006	N/A	N/A
Safety Element	2006	N/A	10/2017
Environmental Justice	"upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018."		
Optional Elements			
Agricultural Element	2006	N/A	N/A
Economic Development Element	2006	N/A	N/A
Arts and Culture Element	2006	N/A	N/A
Local Recreation Element	2006	N/A	N/A
Regional Tourism Element	2006	N/A	N/A
Historic and Cultural Resources Element	2006	N/A	N/A
Volume II-Area Plans			
Coulterville Town Planning Area Town Plan	1980	N/A	2016
Catheys Valley Community Plan	2012	N/A	2020
Fish Camp Town Planning Area Specific Plan	1983	N/A	2019
Wawona Town Planning Area Specific Plan	1987	2012	2016
Mariposa Town Planning Area Town Plan	1992	N/A	2021

2022 General Plan Annual Progress Report

Area Plans in Preparation

Midpines Community Plan-

Draft Plan Completed

Environmental Review underway 2023- Preparation of Draft Initial Study Initiated

Plan will be taken through the public review process and will continue in remainder of 2023 into Winter 2023-2024 for adoption process.

December 13- Draft Plan Community Engagement Workshop in Midpines

Planning Area	*Planning Advisory Committee*	*Area Plan Status*
Bear Valley Community	No	Not scheduled
Bootjack Community	No	Not scheduled
Buck Meadows Special	No	Not scheduled
Catheys Valley Community	Yes	Adopted
Coulterville Town	Yes	Adopted
El Portal Town	Yes	Pending for completion in the intermediate term
Fish Camp Town Specific Plan	Yes	Adopted
Foresta Special	No	Not scheduled
Greeley Hill Community	Yes	Not scheduled
Hornitos Community	No	Not scheduled
Lake Don Pedro Town	No	Pending for completion in short term
Mariposa Town	No	Adopted
Midpines Community	Yes	Pending for completion in short term
Mount Bullion Town	No	Not Scheduled
Wawona Town Specific Plan	Yes	Adopted
Yosemite National Park	N/A	Complete
Yosemite West Special Plan	Yes	Pending for completion in the short term

Planning Area and Area Plan Status

Amendments Completed in 2022 - None

Strategic Implementation Plan

In August of 2017, the County initiated a project to develop a Strategic Implementation Work plan to prioritize and guide the implementation of the General Plan.

The Strategic Implementation Work Plan was developed to identify specific work tasks along with a recommended priority, through a series of workshops and discussions. The Strategic Implementation Work Plan was accepted by the Board of Supervisors in March of 2018.

The Strategic Implementation Work Plan is a 5-year work plan to implement the General Plan. A copy of the complete table identifying all the tasks and schedule is attached to the report.

Significant progress made through 2022 on the Development Code update/General Plan implementation project. Estimated public review process in late 2023 or early 2024.

Implementation Tasks in Coming Year

Countywide Fire Safety Strategic Plan

Mariposa Town Plan Update

Midpines Community Plan

Zoning Ordinance Update

Subdivision Ordinance Update

Agriculture & Working Landscape Conservation Plan Development in completion in 2023)

Terracount carbon sequestration modeling complete in 2022-23

2024 Housing Element Update required

Housing Element Implementation

The 2019-2024 Housing Element demonstrates that the County can accommodate assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector.

The Housing Element identifies several new programs that are necessary to meet legislative requirements. Each Housing Element program and its implementation status are summarized in Annual Report.

2024 Housing Element Update Required

- Housing Programs Advisory Committee Convening underway
- Update to be completed by Summer 2024

Housing Element Implementation-RHNA

Each jurisdiction gets a Housing Element and Regional Housing Needs Allocation, or RHNA. As part of RHNA, the California Department of Housing and Community Development, or HCD, determines the total number of new homes that need to build—and how affordable those homes need to be—in order to meet the housing needs of people at all income levels.

Progress is required to be reported annually to HCD

Ultimate development of housing units comes from the private sector.

Jurisdiction	Mariposa County - Unincorporated	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 01/01/2019-08/30/2019**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**				**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	51	-	-	-	-	-	-	-	-	-	-	-	51
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	26	-	-	1	-	-	-	-	-	-	-	1	25
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	37	-	-	-	-	-	-	-	-	-	-	-	37
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		81	141	17	55	12	61	-	-	-	-	-	286	-
Total RHNA		**195**												
Total Units			**141**	**17**	**56**	**12**	**61**	**-**	**-**	**-**	**-**	**-**	**287**	**113**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2019	2020	2021	2022	2023	2024				6	7
	Extremely low-Income Need											**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	26		-	-	-	-	-	-	-	-	-	**-**	**26**

In December of 2018, the Board of Supervisors had a discussion on potential housing programs that could assist in increasing the supply of housing. Several options were identified and discussed, including:

Housing Element Implementation

- Accessory Dwelling Units
- Single Room Occupancy (SRO) units
- Kitchen Definition
- Tiny Homes
- Junior Accessory Dwelling Units (JADUs)
- Allowance for Extended Stay RV Parks
- Areas for Extended Stay RV Parks
- Employee Housing
- "Pre-Approved" Building Permit Plans for Tiny Homes
- High Density Housing
- Density Bonus Provisions
- Housing Element Update

Housing Element Implementation

Integrated Mobility and Housing Strategy (IMHS) The IMHS will identify a strategy for developing new workforce housing in Mariposa County to support employees of Yosemite National Park. The Plan was completed in 2022 and adopted by the Board of Supervisors in 2023.

The County continued working with Nevada, Amador and Calaveras counties to develop an accessory dwelling unit workbook for the Mother Lode region.

The Board of Supervisors allocated funds to study the impacts on housing opportunities from vacation rental conversions. This effort is consistent with Program 2.4 in Section 8.6.04 in the 2019-2024 Housing Element.

Mariposa County Local Agency Formation Commission approved the Municipal Service Review determinations for the expansion of MPUD's boundaries into a 5,070± acre area that could lead to additional high-density housing growth.

Housing and Vacation Rental Conversion

Program 4.2 of the 2019-2014 Housing Element requires the County to periodically evaluate the conversion of housing units to vacation rentals.

By end of 2021, the number of vacation rentals and bed and breakfasts totaled 720.

Approximately 7.3% of the housing supply (9760 housing units).

6.2% if bed and breakfasts are excluded from total

In 2010, vacation rentals represented 2.3% of the housing supply

In 2014, vacation rentals represented 4% of the housing supply

Housing and Vacation Rental Conversion

Anecdotal information suggests the lack of available housing has resulted in the following economic development and rural character impacts:

- Hours for local businesses are limited, due to limited available employees.
- Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed additional employees.
- There is a need for new job generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.
- Higher level positions at Park are increasingly difficult to fill or are going unfilled because there isn't available housing.
- Character of some residential neighborhoods is being impacted by vacations rental occupants.

Housing and Vacation Rental Conversion

In 2020 and 2021 there were more new residential units created than new vacation rentals. That situation was reversed in 2022 as there were 10 more vacation rental certificates issued than new dwelling permits.

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF NEW DWELLING PERMITS	DIFFERENCE NEW PERMITS VS NEW VACATION RENTAL (negative number represents a net loss of available housing units)	NUMBER OF CERTIFICATES OF OCCUPANCY
2014	35	49	**14**	
2015	66	54	**-12**	
2016	74	47	**-27**	**47**
2017	64	37	**-27**	**37**
2018	72	56	**-16**	**48**
2019	71	63	**-8**	**60**
2020	39	56	**17**	**29**
2021	35	44	**12**	**45**
2022	71	61	**-10**	**39**

Accessory Dwelling Units and Junior Accessory Dwelling Units

Recent changes in State law regarding Accessory Dwelling Units and Junior Accessory Dwelling Units have been made to encourage the development of these types of residential units.

Staff will be reviewing current County Code in relation to current State laws to ensure County Code is in compliance with current regulations.

Changes are being considered through the Zoning Ordinance update project

ADU Handbook work proceeding in 2022

Public Comments Received

No public comments received to date

2022 General Plan Annual Report

Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

2022 General Plan Annual Report

Recommended Actions

Following consideration and public testimony on the 2022 General Plan Annual Report, the Planning Commission Recommends that the Board of Supervisors take the following actions:

1. Consider any changes that should be made to the 2022 General Plan Annual Report; and
2. Adopt a resolution to accept the 2022 General Plan Annual Report and 2023 Amendment Schedule; and
3. Direct staff to forward the final resolution for the 2022 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research; and
4. Find the actions exempt from CEQA pursuant to CEQA Guidelines Section 15306

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: County Clerk, County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: 2022 General Plan Annual Progress Report (County Project No. 2023-073)

Project Location: Countywide

Description of Project: 2022 General Plan Annual Progress Report (County Project No. 2023-073)

The 2022 Annual Progress Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2022 calendar year. It also describes planning activities that are in process and remaining anticipated in 2023 through 2025 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency Carrying Out Project: County of Mariposa

Exempt Status: Class 6 Categorical Exemption [Section 15306)]

Reasons Why Project is Exempt: The Annual Progress Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

Lead Agency Contact Person: Steve Engfer, Planning Director

Phone Number: (209) 966-5151

_____ _____

Steve Engfer
Planning Director

Date