



Mariposa County

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<http://www.mariposacounty.org/>



MILES MENETREY, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
SHANNON POE
DANETTE TOSO
WAYNE FORSYTHE

DISTRICT V
DISTRICT I
DISTRICT II
DISTRICT III
DISTRICT IV

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES OCTOBER 8, 2024

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 read the closed session note. He noted that 10 items require 4/5th votes.

No public comment on the consent agenda.

Supervisor Toso asked Joe Lynch/County Administrative Officer, to explain. He noted there was a grant received that had administration costs. He noted it was the Golden State Finance Authority; we are moving to clean up a grant. He went to CA. 3 noting it recognizes strategic growth revenue. He noted it had not been expended and recognized that we received 1 million. In response to Supervisor Poe, Mr. Lynch noted there were a total of five changes being made. He noted he felt it would be confusing, so they brought separate items.

Supervisor Smallcombe asked Shannon Hansen/Public Works Director to come up and discuss CA. 15, She noted it is the LTC adaptation program. This was phase one. Supervisor Smallcombe thanked her noting \$7.8 Million was not a trivial sum. In response to Supervisor Forsythe, Director Hansen noted they thanked the Masons for the right of way.

Supervisor Forsythe commented on CA. 16 noting this was to protect the main arteries in the road. Director Hansen noting they would be using a rubberized chip seal.

Chair Menetrey noted he felt people would question why they are using the housing fund and noted it was going to improvements would allow more housing to be put in off of Antone Road.

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

- CA1. **Health and Human Services Agency**
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County
- CA2. **Administration**
Approve Budget Action to Reverse a FY23 Transfer (4/5ths Vote Required)
- CA3. **Administration**
Approve Budget Action to Recognize Strategic Growth Council Revenue (4/5ths Vote Required)
- CA4. **Administration**
Approve Budget Action to Re-Merge Public Works Administration and Executive Divisions (4/5ths Vote Required)
- CA5. **Board of Supervisors**
Approve the Restated Joint Powers Authority (JPA) Agreement with the Yosemite Area Regional Transportation System Authority (YARTS); and Authorize the Board of Supervisors Chair to Sign the JPA Agreement (Supervisor Smallcombe)
- CA6. **Health and Human Services Agency**
Approve Grant Agreement with California Department of Public Health HIV/AIDS Surveillance Grant Program Agreement #24-10290 for Fiscal Years 2024-2029 in the amount of \$3,000 per Year and Authorize the Health and Human Services Director to sign the Agreement
- CA7. **Health and Human Services Agency**
Approve Year-End Budget Action Increasing Transfer-In Revenue and Appropriations in the Jail Inmate Medical Services Budget within the Health and Human Services Agency (HHSA) Budget for the Fiscal Year 2023-2024 (\$120,914) (4/5th vote)

CA8. Health and Human Services Agency

Approve Year-End Budget Action Increasing Revenue and Appropriations in the California Oral Health Program (COHP) Grant Budget within the Health and Human Services Agency (HHSA) Budget for the Fiscal Year 2023-2024 (\$4,196) (4/5th Vote)

CA9. Health and Human Services Agency

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 (\$75,000) (4/5ths Vote Required)

CA10. Health and Human Services Agency

Approve Year-End Budget Action Increasing Revenue and Appropriations in the California Children's Services (CCS) Grant Budget within the Health and Human Services Agency (HHSA) Budget for the Fiscal Year 2023-2024 (\$14,145) (4/5th Vote)

CA11. Health and Human Services Agency

Approve Year-End Budget Action Increasing Revenue and Appropriations in the CAL-Fresh Healthy Living Grant Budget within the Health and Human Services Agency (HHSA) Budget for the Fiscal Year 2023-2024 (\$40,652) (4/5th Vote)

CA12. Library

Approve Closure of Mariposa Branch Library for Staff Training Session

CA13. Public Works

Approve Second Amendment to Agreement for Cost Sharing of State Highway Electrical Facilities with Caltrans; and Authorize the Director of Public Works and Transportation to Sign the Amendment

CA14. Public Works

Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206.00 for the Annual Trunk or Treat Event to be Held on October 31, 2024, from 4:30 PM to 7:30 PM

CA15. Public Works

Approve an Agreement with Mark Thomas and Company, Inc. for Design of the Fournier Road Improvement Project in an Amount Not to Exceed \$878,866.38; Approve Budget Action Transferring Funds from the Housing Trust Fund to a Capital Improvement Fund to Cover the Required 20% Local Match (\$175,773); and Authorize the Board Supervisors Chair to Sign the Agreement (4/5ths Vote Required)

CA16. Public Works

Adopt the Resolution Approving the Submission of CalRecycle Rubberized Pavement 2024-2025 Grant; Authorize the Director of Public Works and Transportation to Sign the Application; and Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and

Implement the Grant (Subject to Approval as to Form by County Counsel)

CA18. Air Pollution Control District (APCD)

Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required)

E. Items removed from Consent Agenda

CA17. Sheriff's Office

Approve Purchase of Harris Radio's in the Amount of \$134,064 for the Mariposa County Adult Detention Facility; and Approve Budget Action Transferring Funds to Appropriate Fund Line within the Sheriff's Office (\$135,000)(4/5th Vote)

RESULT: WITHDRAWN

F. Departmental Presentation

Kari Kisela/Chamber of Commerce noted the Coyote Fest was a hit. She noted the previous weekend was the goddess festival and the upcoming weekend was the Farm Bureau Dinner. She noted other events such as the Rockin Tail Gate, Sheriff's Foundation BBQ, Mariposa Elementary School Fall Fest, and Cruise Night, Sausage and Suds, and History Center Haunted House.

Luis Mercado/Auditor, gave an update on the Fiscal Year 21/22 Audit. He noted he was happy to report that all the work was complete, and the last thing was an account payable reconciliation. He noted that fixed assets were done, and the only task left was to get the independent Auditor to finalize it. He noted he would keep the Board updated on the status. He noted that for FY 21/22, 9,000 checks were written, and 900 invoices were canceled. He noted they needed to do a sub-ledger report, but it looked like over 20,000 invoices and many Cal card activities had been processed. He noted Rebecca Fane was the one who converted assets, and they are now closed through June. He then discussed the current work with the union MOU's. He noted that all their work for FY 21/22 will assist in getting FY 22/23 done more quickly. In response to the Supervisor, Mr. Mercado noted he was happy to come in and give the Board monthly updates.

Jeremy Brieze/Sheriff briefed the Board and community, noting they are recruiting and that if an individual made it through the academy, they would become a deputy. He noted recruitment is a high priority due to the retirement, moving out of State, and relocation of other deputies. He fears that he will see burnout or safety issues with the vacancies, which he does not want to see. He noted they wanted to continue the high level of service. He noted that some deputies have formed a recruitment committee and are trying to take a proactive approach. He noted they had one in the academy and several spots reserved. He then gave a shoutout to his staff for their proactive approach and the extra work they have all taken on to deter crime in Mariposa County. He then noted one proactive approach, making a traffic stop, which ended in arrest for individuals who took 50,000 in copper line. This crime took out communications for a whole community in Greeley Hill. He then noted the Marijuana Enforcement Team (MET) has made 16 arrests, 9 guns, 10,000 pounds of material, and executed 27 search warrants. He then reminded the public of the upcoming Sheriff's Foundation BBQ.

Walter Wall/District Attorney, noted they have charged the criminals responsible for the theft of the copper line. He noted the thief gets minimal return and the harm it caused is so disproportionate. He noted the District Attorney's office has a mandate; they are working with Harvard to develop an AI program to redact the race. He noted two other pilots have revealed their statistics. He noted charges against minorities have increased with race being redacted.

G. Public Comment on Non-Agenda Items

Public comment was received from Jeanne-Anne Pine/Master Gardeners, who noted the plant a row program had been successful. She thanked Supervisor Poe for assisting in getting produce to North County. She noted this has been such a big program because of Happy Goat. She noted they collect the produce that wasn't sold at the Farmers Market and donate a couple of times a week. She noted that Happy Goat is expanding, and they want to purchase a refrigerated van and washing station. She also thanked Adam at Worman Hill Farms. Supervisor Poe thanked Jeanne-Anne for all the hard work she put in to make this program successful.

Recess Board of Supervisors

10:04 AM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

10:04 AM Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works

Approve First Amendment to the FY 24/25 Local Transportation Commission (LTC) Overall Work Program (OWP); and Authorize Executive Director – Mariposa County Transportation Commission (MCLTC) to Sign the Overall Work Program Agreement (OWPA) Amendment I (Subject to Approval as to Legal Form by County Counsel)

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

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

Adjourn LTC

10:07 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:07 AM Chair Menetrey reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. Public Works

Authorize the Cessation of Composting Operations; Provide Direction on Facility Permitting Tier; and Authorize the Director of Public Works to Sign Permit Modifications on Behalf of the County

Sam Cerveny/Deputy Director of Public Works gave the staff report. He noted he had two options for the Board.

Public comment was received by Jonathan Noel/Resident who asked if anyone had thought about installing solar to offset the cost.

Adam McLane/Resident noted our community had a wonderful Ag Commissioner. He noted the green waste initiative, compost is available for free and is a tremendous benefit to local gardeners, which has a cost impact. He noted if he were to go purchase compost it would be expensive, noting if he needed 100 yards, it would cost nearly \$6,000. He noted he would have to raise food costs in order to make a profit. He noted Mariposa County considers itself an Ag community, but only really thinks of the cattle. He noted this has become a better place for horticulture.

In response to Mr. Noel's comment, Joe Lynch/County Administrative Officer noted he had a call with Jessica Ritter from SiteLogiQ the following day. SiteLogiQ is the solar contractor.

Mr. Cerveny noted there is already a solar offset for the facility. He also noted the material they receive is generally contaminated. He noted to remove contaminants such as mayo and ketchup packet from the park is time intensive. He noted they could request a haul back of compost from a bigger facility. He noted as far as Senate Bill 1386, the County is in compliance.

Board discussion ensued. Chair Menetrey suggested they research the price of bringing compost back.

DIRECTION: The Board chose to approve Tier One, which was staffs recommendation.

RESULT: Adopted (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Wayne Forsythe

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

2. Health and Human Services Agency

Approve the Overfill of the Deputy Director of Adult and Aging Position, Effective Immediately, until the Incumbent Resigns

Dr. Kristina Keheley/Health and Human Services Agency Director gave the staff report. No public comment

was received.

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

3. **Board of Supervisors**

Appoint Walter Wall as County Counsel with a Salary of \$190,416.95, Effective January 1st, 2025

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

RESULT: **Adopted**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe
ABSTAINED: District II Supervisor Poe

4. **Clerk of the Board**

Appoint a Member as the California State Association of Counties (CSAC) Director for the 2024-2025 Association Year

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

SELECTION: The Board selected Supervisor Rosemarie Smallcombe as their Director and Supervisor Miles Menetrey as the Alternate.

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

J. **Board Information**

Board information received.

K. **Adjournment**

10:52 AM Chair Menetrey adjourned the Board of Supervisors meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-424

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

If the County desires to construct and operate an emergency homeless shelter, it is recommended that

the County Board of Supervisors first declare a “shelter crisis” in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-425

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve Budget Action to Reverse a FY23 Transfer (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action to Reverse a FY23 Transfer (4/5ths Vote Required).

The Planning department has been working to complete deliverables, request and receive reimbursements, and complete all accounting and obligations associated with the millions of dollars obtained by the previous Economic Development Specialist. In that process, it was discovered that a transfer to the general fund of \$24,000 for administrative overhead costs was done in Fiscal Year 22-23.

The transfer was done incorrectly. The administrative support funding for the grant was to be paid to a third party, consistent with the MOU established for the work. Essentially the grant was charged twice for administrative overhead and by reversing this transfer, we are correcting that earlier error.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-370: Approve Budget Action Adjusting the Fiscal Year 2024-2025 (FY25) Budget to Reflect the Original Requested Budget and Adjustments Made to Balance All Funds (4/5ths Vote Required)

Item 1582: Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the County will not be able to meet the full obligations of the grant received.

FINANCIAL IMPACT

General fund contingency will be reduced by \$24,000 to balance the fund after reversing the Economic Development transfer from FY23.

ATTACHMENTS

1. FY25 Recommended Budget Follow Up Transfer Reversal

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

BUDGET ACTION FORM

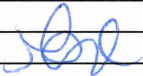
ND+A1:C	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3624	143	49101	Transfers In		(24,000)	
3624	143	60301	General Professional Services		24,000	
1001	143	80111	Transfers Out		24,000	
1001	100	92001	Contingency Designation			24,000
				TOTALS	24,000	24,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25	
DEPARTMENT HEAD SIGNATURE 	DATE <u>10/3/2024</u>
AUDITOR SIGNATURE	DATE
COUNTY ADMINISTRATIVE OFFICER SIGNATURE	DATE
APPROVED BY RES NO.	CLERK
	DATE

DEPARTMENT	AUDITOR'S USE ONLY
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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-426

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve Budget Action to Recognize Strategic Growth Council Revenue (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action to Recognize California Strategic Growth Council Revenue \$1,055,500 (4/5ths Vote Required).

In reviewing the Recommended budget, members of the Planning team realized that the award they received from the California Strategic Growth Council Transformative Climate Communities grant had not been included. They had intended to include the funding in the Recommended budget, but did not. This budget action corrects that omission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-370: Approve Budget Action Adjusting the Fiscal Year 2024-2025 (FY25) Budget to Reflect the Original Requested Budget and Adjustments Made to Balance All Funds (4/5ths Vote Required)

Item 1582: Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and grant funding will not be available to use.

FINANCIAL IMPACT

No financial impact to the general fund.

ATTACHMENTS

1. SGC Revenue Recognition

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3639	249	45547	One-Time State Grants		(1,055,500)	
3639	249	51111	Regular Salaries and Wages		63,936	
3639	249	60102	Food		4,000	
3639	249	60201	Miscellaneous Expenses		7,612	
3639	249	60213	Office Supplies		7,800	
3639	249	60301	General Professional Services		970,919	
3639	249	60431	Software		1,233	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE  DATE 10/03/2024

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

		AUDITOR'S USE ONLY

Budget Action Form Revised 07/01/2024

NOTE



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-427

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Approve Budget Action to Re-Merge Public Works Administration and Executive Divisions (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action to Re-Merge Public Works Administration and Executive Divisions (4/5ths Vote Required).

The former Public Works department head requested that administrative functions be split into two budget divisions - Public Works Administration and Public Works Executive. Current staff believe that this is not a helpful distinction, and they have asked to have the two divisions re-merged back into the old division - Public Works Administration. This budget action achieves that goal.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-370: Approve Budget Action Adjusting the Fiscal Year 2024-2025 (FY25) Budget to Reflect the Original Requested Budget and Adjustments Made to Balance All Funds (4/5ths Vote Required)

Item 1582: Approve Budget Action to Re-Establish the Measure M Fund, Re-Merge Public Works Administration and Public Works Executive Divisions, Correct Fund Numbers 3466 and 3644 Budgets, Reverse a Transfer Made Incorrectly in Fiscal Year 22-23, Recognize New Revenue Received in the Strategic Growth Council Fund 3639, and Re-Approve Two Budget Actions Previously Approved but Overwritten in the Revised FY25 Recommended Budget (4/5ths Vote Required)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and Public Works will continue to operate with two administrative divisions.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. Re-Merge Public Works Administrative Divisions

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	313	51111	Regular salaries and wages			513,395
1001	313	51115	Overtime			250
1001	313	51202	Longevity Pay			600
1001	313	52101	Retirement - Employer			56,438
1001	313	52102	Unfunded Liability Payment Total			74,845
1001	313	52201	Medical - Active Employees			37,440
1001	313	52202	Dental - Active Employees			3,580
1001	313	52203	Vision - Active Employees			698
1001	313	52205	Life Insurance			347
1001	313	52206	Cash Cafeteria Plan			14,713
1001	313	52208	Medical Insurance Administrative Fee			200
1001	313	52301	Social Security Total			32,118
1001	313	52302	Medicare Total			7,512
1001	313	52303	SDI Total			5,698
1001	313	60102	Food			600
1001	313	60111	Training and Seminars			1,500
1001	313	60121	Meals			100
1001	313	60122	Lodging			1,000
1001	313	60191	Memberships			1,500
1001	313	60201	Miscellaneous Expense			200
1001	313	60213	Office Supplies			1,000
1001	313	60214	Postage			100
1001	313	60381	Publications and Legal Notices			100
1001	313	60392	Rents and Leases - Buildings			2,100
1001	313	60411	Telephone and Internet			2,500
1001	313	60421	Equipment			1,000
1001	313	60431	Software			300
1001	313	60441	Fuel			2,000
1001	313	60621	County Vehicle Expense			12,042
1001	313	80231	General Insurance			14,109
1001	304	51111	Regular salaries and wages		513,395	
1001	304	51115	Overtime		250	
1001	304	51202	Longevity Pay		600	
1001	304	52101	Retirement - Employer		56,438	
1001	304	52102	Unfunded Liability Payment Total		74,845	
1001	304	52201	Medical - Active Employees		37,440	
1001	304	52202	Dental - Active Employees		3,580	
1001	304	52203	Vision - Active Employees		698	

BUDGET ACTION FORM

1001	304	52205	Life Insurance		347	
1001	304	52206	Cash Cafeteria Plan		14,713	
1001	304	52208	Medical Insurance Administrative Fee		200	
1001	304	52301	Social Security Total		32,118	
1001	304	52302	Medicare Total		7,512	
1001	304	52303	SDI Total		5,698	
1001	304	60102	Food		600	
1001	304	60111	Training and Seminars		1,500	
1001	304	60121	Meals		100	
1001	304	60122	Lodging		1,000	
1001	304	60191	Memberships		1,500	
1001	304	60201	Miscellaneous Expense		200	
1001	304	60213	Office Supplies		1,000	
1001	304	60214	Postage		100	
1001	304	60381	Publications and Legal Notices		100	
1001	304	60392	Rents and Leases - Buildings		2,100	
1001	304	60411	Telephone and Internet		2,500	
1001	304	60421	Equipment		1,000	
1001	304	60431	Software		300	
1001	304	60441	Fuel		2,000	
1001	304	60621	County Vehicle Expense		12,042	
1001	304	80231	General Insurance		14,109	
				TOTALS	787,985	787,985

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE



DATE 10/02/2024

BUDGET ACTION FORM

AUDITOR SIGNATURE		DATE
COUNTY ADMINISTRATIVE OFFICER SIGNATURE		DATE
APPROVED BY RES NO.	CLERK	DATE
DEPARTMENT		AUDITOR'S USE ONLY

Budget Action Form Revised 07/01/2024

NOTE



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-428

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Rosemarie Smallcombe, District I Supervisor
RE: Approve the Restated Joint Powers Authority (JPA) Agreement with the Yosemite Area Regional Transportation System Authority (YARTS); and Authorize the Board of Supervisors Chair to Sign the JPA Agreement (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Approve the Restated Joint Powers Authority (JPA) Agreement with the Yosemite Area Regional Transportation System Authority (YARTS); and Authorize the Board of Supervisors Chair to Sign the JPA Agreement (Supervisor Smallcombe)

This restated JPA marks the second big change to the document since 1999. This update is to include the City of Fresno as well as other surrounding counties. This agreement will supersede the original 1999 agreement as well as the 2017 amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County joined the JPA on September 21st, 1999, with resolution 1999-293.

The Mariposa County Board of Supervisors approved its first major change to the agreement and by-laws with Resolution 2017-208, which stemmed from the JPA Board's approval of major changes to the agreement and by-laws in January 2016.

Historically, the Board of Supervisors approved an annual agreement with YARTS for payment every year up until 2024, when it was noted the authority to pay was in the JPA agreement and a yearly agreement was not needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the revised agreement and Mariposa County will no longer be a member of the YARTS JPA.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Memo_to_Member_Agencies_for_Restated_JPA
2. REDLINE_Restated_YARTS_JPA_Agreement_July_2024

3. Restated_YARTS_JPA_Agreement_July_2024

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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



DATE: September 16, 2024

TO: YARTS Members Agencies

FROM: Stacie Guzman, Executive Director

RE: Request to Execute Restated Joint Powers Agreement for the Yosemite Area Regional Transportation System (YARTS)

SUMMARY

The YARTS JPA has been updated primarily to incorporate Tuolumne County, Madera County and the City of Fresno as member agencies. The Counties of Tuolumne and Madera joined YARTS via resolution in 2020 and 2021, respectively. The City of Fresno's City Council executed the Restated JPA on August 15, 2024.

REQUESTED ACTION

The execution of the Restated YARTS JPA requires action by each member agency.

JPA HISTORY

2024	City of Fresno executed restated JPA to join YARTS
2021	County of Madera joined YARTS by resolution
2021	County of Tuolumne joined YARTS by resolution
2017	Amended and Restated JPA was executed by the Counties of Merced, Mono and Mariposa
1999	YARTS JPA was established by the Counties of Merced, Mono and Mariposa

DISCUSSION

Attached is a redline version based on the Amended and Restated JPA from 2017, as well as a clean copy of the Restated JPA in need of execution. The changes to the JPA are not substantive and are primarily related to the incorporation of new members.

- **Opening Paragraph and Recitals**
Changes were made throughout the first page of the document to include the new members and to implement several minor grammatical and numerical edits.
- **Article 4 section 2 – Designation of Representatives**
This section was modified to include language specific to how the City of Fresno will appoint Directors to the Board. This language was proposed by the City of Fresno and is consistent with the strong-Mayor form of government in which the Mayor makes all appointments.
- **Article 5 Section 2 – Statutory Limitation on Exercise of Powers**
Language in this section was changed to refer to the state law that governs joint powers authority.

- **Article 7 Section 4 – Adoption of Budget**

This change moves the deadline for an adopted budget from April 15th to June 30th of each fiscal year.

- **Article 7 Section 5 – Notice and Holding of Public Budget Hearing**

This section has been updated to require the budget be posted on the agency website 10 days prior to the hearing and deletes language referring to providing copies at public libraries.

- **Article 7 Section 6 – Budget Transmitted to Members**

The deadline for the transmission of the budget to the Member Agencies was changed from May 1st to July 1st of each year.

- **Signatories**

The signatories have been expanded from the Counties of Merced, Mariposa and Mono to include Tuolumne and Madera Counties and the City of Fresno.

NEXT STEPS

The current JPA will continue to be the current JPA until two (2) Members execute the Restated JPA. Once all Members have executed the document, a final fully executed copy will be shared with all signatories.

STAFF CONTACT

Stacie Guzman, Executive Director (209)617-7759 stacie.guzman@mcagov.org

ATTACHMENTS

1. Redline Restated YARTS JPA
2. Restated YARTS JPA Agreement



RESTATED JOINT POWERS AGREEMENT FOR YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY

This Restated Joint Powers Agreement ("Agreement") is made as of _____, 2024, by and among the Counties of Merced, Mariposa, Mono, **Tuolumne, and Madera, and the City of Fresno**, political subdivisions of the State of California ("Parties" or "Members," depending on the context), and supersedes the original Agreement dated September 21, 1999 **and the previously amended Agreement dated May 9, 2017.**

RECITALS

1. The California Joint Exercise of Powers Act ("Act") (California Government Code Section 6500 et seq.) authorizes two (2) or more public agencies to jointly exercise any power common to them;
2. The Parties to this Agreement possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions **around in the greater Yosemite National Park region;**
3. The Parties to this JPA possess in common the authority to acquire and expend funds towards transportation needs, including regional transit service, and to plan for, establish, manage, and evaluate transportation improvements, including regional transit service;
4. The continued growth in visitation to Yosemite National Park necessitates the **development of investment in** regional transportation alternatives in the incorporated and unincorporated areas of the Counties of Merced, Mariposa, Mono, **Tuolumne and Madera, and the City of Fresno;**
5. For over **45 20** years, the costs of operating the Authority transit operation have been defrayed by utilizing federal, state, local and other grant funds and farebox revenue and associated operation revenue;
6. The Parties to this Agreement shall continue to work together in a cooperative and mutually beneficial manner with the National Park Service ("NPS"), the California

Department of Transportation (“Caltrans”), USDA Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

WHEREFORE, the Parties continue the Authority known as the Yosemite Area Regional Transportation System Authority for the purpose of owning, financing, administering and operating transit equipment and facilities and for administering rates for transit programs and do agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached hereto and incorporated herein by this reference.

ARTICLE 2. STATEMENT OF PURPOSE

The Parties have joined together to establish the Authority for the following reasons:

2.1 Yosemite National Park’s management plans, policies and implementation programs affect the local economies of the gateway communities to Yosemite National Park, which depend on tourism as an important source of economic vitality, and affect the Authority’s plans, policies and implementation programs, making establishing and increasing coordination and communication between the NPS and the Parties hereto an important purpose of this Authority;

2.2 To accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees;

2.3 To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region;

2.4 To undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule; and

2.5 To provide and operate Transit Services to and through Yosemite National Park.

ARTICLE 3. ESTABLISHMENT OF THE AUTHORITY

3.1 Separate Entity. Yosemite Area Regional Transportation System Authority was established as a public entity, separate and distinct from its Members, as the public agency to exercise the common powers provided for in this Agreement and to continue to administer or otherwise execute the stated functions and purposes of this Agreement, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transportation System.

3.2 Regional Function. The Authority shall function as the regional representative within the service area for transit and alternative transportation, as well as for the supplemental and related matters to carry over the stated functions and purposes of this Agreement. In this role, the Authority may offer comments, recommendations and advice with regard to Yosemite National Park's management plans, policies and implementation programs, which affect transportation.

3.3 Cooperative Agreement with NPS. In order to ensure that the Authority and the NPS establish the desired close working relationship, which all parties and agencies agree is necessary if the Authority is to fulfill its purposes, and recognizing that statutory provisions restrict federal agencies' ability to participate as signatories to this Joint Powers Agreement, upon its establishment the Authority entered into a written agreement with the NPS delineating the various responsibilities of the NPS and the Authority and detailing the NPS's commitment to, and funding obligations for, the operations of the Authority and of the transit system to be planned, established, managed, and evaluated by the Authority and the NPS.

3.4 Participation of Federal and State Agencies. The Members agree to work in cooperation with the other agencies as Ex-Officio, non-voting members of the Authority and/or pursuant to any memorandum of understanding or cooperative agreement between any agency and the Authority. The USDA Forest Service, Federal

Highway Administration, Federal Transit Administration, Caltrans and the California Travel and Tourism Commission may participate as non-voting members of the Board.

3.5 Addition of Voting Members. Members may be added to the Authority based on majority vote of the Board and such Member's agreement to abide by the requirements of this Agreement, including participation in funding the administrative costs of the Authority and any other conditions that may be required by the Board.

3.6 Addition of Non-Voting Members. Non-voting Ex-Officio members may be added to the Authority based on a majority vote of the Board of the Authority.

ARTICLE 4. BOARD

4.1 Board. The Authority shall be governed by the Board of Directors, which shall be comprised of two voting Directors from each of the Members of the Authority.

4.2 Designation of Representatives. Each County Member Agency shall designate two Directors and one alternate Director from among the elected officials of any public elected political office within its geographic limits. Each City Member Agency with a Mayor-Council form of government shall have its Mayor serve as a Director, and the Mayor shall appoint a second Director and alternate Director from among the Member's elected legislative body. Designees of Ex-Officio and/or other non-voting members of the Board need not be elected officials.

4.3 Term of Office. Each Director and alternate shall serve at the pleasure of the Member designating that Director or alternate. However, in no case shall the term of office of any Director or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.

4.4 Quorum and Voting Requirements. A quorum for conducting all matters of business shall be a majority of the voting Director Members of the Board. The affirmative vote of a majority of the Directors of the Board shall be required for the approval of any matter of official business.

4.5 Time and Place of Meetings; Brown Act Compliance. The Board shall adopt rules of procedure and may set times and places for each regular Board meeting.

All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.*

4.6 Committees. The Board may establish committees and subcommittees from time to time as needed.

4.7 Bylaws. The Bylaws of the Authority shall be those duly adopted and amended from time to time by the Board.

ARTICLE 5. POWERS AND FUNCTIONS

5.1 Powers and Functions of Authority. The Authority shall have the non-exclusive common power of the Members to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park, as well as the power to carry out all other activities necessary or supplemental to the provision of passenger bus service and other regional transit and transportation improvements and services for the benefit of the general public. In the exercise of that power, the Authority is authorized in its own name to:

- a. Contract for administrative services, including and Executive Director, Treasurer, Controller and Auditor;
- b. Employ an Executive Director as the chief administrative officer of the Authority;
- c. Employ agents and employees and contract for professional services;
- d. Make and enter into contracts including cooperative agreements;
- e. Acquire, hold and convey real and personal property;
- f. Incur debts, obligations and liabilities;
- g. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

h. Invest money that is not needed for immediate necessities as the Board deems advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;

i. Have appointed members and Ex-Officio members of the Board serve without compensation from the Authority, except that members of the Board may be reimbursed for all reasonable expenses and costs related to attendance of Board meetings or other authorized Authority business;

j. Do all other acts reasonable and necessary to carry out the purposes of the Members of the Authority;

k. Sue and be sued, in its name only, but not in the name or stead of any Party; and

l. To exercise any and all powers as may be provided for in the Act.

5.2 Statutory Limitation on Exercise of Powers. The powers to be exercised by the Authority are subject to such restrictions upon the manner of exercising such powers as are imposed by the California Government Code Section 6500 et seq. ~~upon the County of Mariposa in the exercise of similar powers.~~

ARTICLE 6. ADMINISTRATIVE AGENCY

6.1 Administrator. The Board shall select and contract with an Administering Agency which shall be responsible for operations and management of the Authority's business.

6.2 Executive Director. Subject to approval and oversight of the Board, the Administrative Agency may designate an Executive Director whose powers and duties shall include the following:

- a. Appoint a Secretary to the Board;
- b. Keep accurate and sufficient records of all proceedings of the Authority;
- c. Receive and transmit all Authority correspondence;

- d. Keep a record and ascertain the qualifications of each duly authorized representative and alternate;
- e. Maintain files for all reports;
- f. Direct and coordinate the work of the Authority;
- g. Prepare and administer the Authority's annual proposed budget and work program, including overseeing the preparations of applications and workplans for federal, state or other financial assistance, and work with the NPS to accomplish these tasks;
- h. Maintain a record of all Authority financial transactions;
- i. Make an annual report covering the business of the Authority during the preceding year;
- j. Transmit to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;
- k. Approve, upon budget approval or specific affirmative vote of the Board, demands for payment to the Controller of the Authority; and
- l. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are incidental to the office of Executive Director.

ARTICLE 7. FINANCING

- 7.1 Fiscal Year. Authority's fiscal year will be July 1 through June 30.
- 7.2 Proposed Budget. The Authority Executive Director shall annually proposed a budget as provided in this Article for the administration and operations of the Authority.
- 7.3 Contents of Budget. All budgets of the Authority, adopted and/or proposed, shall show, among other things, all required expenditures, itemizing and segregating operation and administration and capital outlay for the coming fiscal year. The budget shall also show all anticipated revenues, including the source thereof in reasonable detail, for the coming fiscal year, and all administrative costs. All budgets of the Authority, adopted and/or proposed, shall also show any deficiency in proposed expenditures over anticipated income and any deficiency shall be shown clearly as a

separate and distinct item. If any deficiency is shown on the budget, any reasons for the deficiency and recommended solutions to eliminate the deficiency shall also be shown.

7.4 Adoption of Budget. The Board shall adopt a budget for each upcoming fiscal year not later than ~~the 15th day of April of each current year~~ the 30th day of June of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on the proposed budget, which may be at the same meeting during which the budget is considered by the Board.

7.5 Notice and Holding of Public Budget Hearing. The budget hearing shall be noticed and held pursuant to the Ralph M. Brown California Open Meeting Act (California Government Code Section 54950, *et seq.*, as amended). Prior to the budget hearing, a copy of the proposed budget shall be made available ~~on the Authority's website ten (10) days prior to the public hearing. and (for example, via the internet or by providing a copy to one or more public libraries in each of the Counties that are Parties to this JPA) to any members of the public who may request a copy thereof. and notice shall then be published once at least ten (10) days prior to the public hearing in a newspaper of general circulation in each Member's jurisdiction.~~ on the Authority's website ten (10) days prior to the public hearing.

7.6 Budget Transmitted to Members. The Authority, not later than the 1st day of ~~May~~ July, shall transmit copies of its adopted budget to each Member.

7.7 Advances by Members. Any of the Members or Ex-Officio members may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.9 Prior to the making of an advance, the Authority shall enter into a written agreement with the Party making the advance and shall identify certain specific revenue or revenues which shall be applied toward the repayment of the advance. Such an agreement may provide that the advance shall be payable only out of specific revenue of the Authority, or out of specific revenue of the Authority together with other revenues of the Authority.

7.8 Contributions by Parties. Any of the Members or Ex-Officio members may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.11) to the Authority to be used for any proper purpose of the Authority. The making of such a

contribution shall not alter, in any way, the relationship established by this JPA between the Authority and the Members or between the respective Member Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Member making the contribution, in which the use of the contributed funds is specified or restricted.

7.9 Limitations on Debts. The Authority shall incur no indebtedness, including, but not limited to, advances pursuant to Paragraph 7.7, for any item or purpose which is not budgeted for, and for which funds have not been budgeted for repayment during the fiscal year that repayment is to be made, without approval of the Board.

7.10 Quarterly Financial Report. The Executive Director shall present to the Board, and the Board shall transmit to each of the Members, a financial report at each Board meeting. The financial report shall set forth in reasonable detail all expenditures by the Authority during the preceding quarter, all revenues received by the Authority during the preceding quarter, all obligations remaining payable as of the last day of the preceding quarter, and all balances on hand as of the last day of the preceding quarter.

7.11 Support from Members. A Member, in the exercise of reasonable discretion of its governing board, and with the consent of the YARTS Board of Directors, may provide support for the Authority, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable the Authority to perform its responsibilities. All assistance shall be provided on an at-cost basis.

7.12 Other Support and Fees. The Authority shall apply for available state, federal, regional, and local support funds, including funds from public and private foundations, and shall make new and additional applications from time to time as deemed appropriate by the Board. If deemed necessary, the Authority may also establish and collect filing and processing fees in connection with matters to be considered by it.

7.13 Budget Amendments. Amendments to the budget shall require the affirmative vote of the Board.

ARTICLE 8. TREASURER

8.1 Appointment of Treasurer. The Treasurer of the Authority shall be designated by the Executive Director.

8.2 Duties. The Treasurer shall:

- a. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority;
- b. Be responsible for the safekeeping and disbursement of all Authority money held by the Treasurer;
- c. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer, or any portion thereof, upon warrants of the Controller designated herein; and
- d. Transmit to the Executive Director quarterly financial reports.

8.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Treasurer to the Authority on an at-cost basis.

ARTICLE 9. CONTROLLER

9.1 Appointment. The Controller of the Authority shall be designated by the Executive Director.

9.2 Duties. The Controller shall:

- a. Draw warrants to pay demands against the Authority in accordance with the Administering Agency's policies. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money;

b. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities and contributions made by each member to the Authority; and

c. Make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

9.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Controller to the Authority on an at-cost basis.

ARTICLE 10. BOND/INSURANCE REQUIREMENTS

The Administering Agency, on behalf of the Executive Director, Treasurer, and Controller, and such other persons contracting with the Authority as may be designated by the Board shall file with the Authority an official fidelity bond or insurance policy, at the Authority's expense, in a sum determined by the Board as security for the safekeeping of the Authority's property entrusted to them.

ARTICLE 11. PARTIES' LIABILITY

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members either singly or collectively.

ARTICLE 12. WITHDRAWAL OF PARTY

12.1 Withdrawal. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, a Member may withdraw from the Authority following 180 days' written notice to the Authority and all other Members of the Authority, by resolution of intent to withdraw adopted by the governing board of the withdrawing Member. Unless the withdrawing Member and the Authority specifically agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.

12.2 Resumption of Membership. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, any Member which has withdrawn from the Authority in accordance with the provisions of this Section 12 may resume its Member status upon a majority vote of the voting Members of the Board, and upon the agreement of the resuming party to abide by any other conditions that may be required by the Board pursuant to this Agreement.

ARTICLE 13. DISSOLUTION

13.1 No Specific Term. The Authority shall continue in force without specific term, except as otherwise provided.

13.2 Dissolution. If, at any time, there cease to be two (2) or more Members, the Authority shall be deemed disestablished, and this Agreement shall cease to be operative except for the purpose of winding up and payment of any obligations.

13.3 Distribution of Assets. Subject to Section 12.1, if the Authority is dissolved, all real and personal property, including surplus funds, possessed by the Authority shall be distributed to the federal, state or local funding agency or Member of the JPA that supplied such property, or whose funding provided for the acquisition of such property, unless other distribution is provided by law, or unless such property has been properly liquidated, to pay the obligations of the Authority. Should the origin of any real or personal property be undeterminable, that property shall be equitably divided among the Members of the Authority, as they agree or in proportion to the level of transit service hours provided to each jurisdiction in the most recent transit service plan approved by the Authority.

13.4 Allocation of Costs of Dissolution. In the event of dissolution, if there are not sufficient unencumbered funds which are assets of the Authority available to pay for the costs of dissolution, such costs shall be borne by the Members in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

13.5 Continues in Effect until Distribution. This Agreement shall not terminate until all property has been distributed in accordance with this section.

ARTICLE 14. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors of the Members.

ARTICLE 15. RECORDS

The Treasurer and the Controller shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

ARTICLE 16. SEVERABILITY

Should any part, term, or provision of this Agreement be decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining provisions can be construed in substance to constitute this agreement which the Member Parties intended to enter into in the first instance.

ARTICLE 17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

ARTICLE 18. EFFECTIVE DATE AND AMENDMENT

18.1 Effective Date. This Agreement shall become effective upon ratification by resolution of any two (2) or more parties hereto.

18.2 Amendment. After this JPA becomes effective, it may be amended upon ratification by resolution of two-thirds of the Member Parties then signatories to this JPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers:

COUNTY OF MERCED

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MARIPOSA

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MONO

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF TUOLUMNE

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MADERA

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

CITY OF FRESNO

Date: _____

Mayor

Attest:

City Clerk

Approved as to legal form:

City Counsel



RESTATED JOINT POWERS AGREEMENT FOR YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY

This Restated Joint Powers Agreement (“Agreement”) is made as of _____, 2024, by and among the Counties of Merced, Mariposa, Mono, Tuolumne, and Madera, and the City of Fresno, political subdivisions of the State of California (“Parties” or “Members,” depending on the context), and supersedes the original Agreement dated September 21, 1999 and the previously amended Agreement dated May 9, 2017.

RECITALS

1. The California Joint Exercise of Powers Act (“Act”) (California Government Code Section 6500 *et seq.*) authorizes two (2) or more public agencies to jointly exercise any power common to them;
2. The Parties to this Agreement possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions in the greater Yosemite National Park region;
3. The Parties to this JPA possess in common the authority to acquire and expend funds towards transportation needs, including regional transit service, and to plan for, establish, manage, and evaluate transportation improvements, including regional transit service;
4. The continued growth in visitation to Yosemite National Park necessitates the investment in regional transportation alternatives in the incorporated and unincorporated areas of the Counties of Merced, Mariposa, Mono, Tuolumne and Madera, and the City of Fresno;
5. For over 20 years, the costs of operating the Authority transit operation have been defrayed by utilizing federal, state, local and other grant funds and farebox revenue and associated operation revenue;
6. The Parties to this Agreement shall continue to work together in a cooperative and mutually beneficial manner with the National Park Service (“NPS”), the California

Department of Transportation (“Caltrans”), USDA Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

WHEREFORE, the Parties continue the Authority known as the Yosemite Area Regional Transportation System Authority for the purpose of owning, financing, administering and operating transit equipment and facilities and for administering rates for transit programs and do agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached hereto and incorporated herein by this reference.

ARTICLE 2. STATEMENT OF PURPOSE

The Parties have joined together to establish the Authority for the following reasons:

2.1 Yosemite National Park’s management plans, policies and implementation programs affect the local economies of the gateway communities to Yosemite National Park, which depend on tourism as an important source of economic vitality, and affect the Authority’s plans, policies and implementation programs, making establishing and increasing coordination and communication between the NPS and the Parties hereto an important purpose of this Authority;

2.2 To accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees;

2.3 To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region;

2.4 To undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule; and

2.5 To provide and operate Transit Services to and through Yosemite National Park.

ARTICLE 3. ESTABLISHMENT OF THE AUTHORITY

3.1 Separate Entity. Yosemite Area Regional Transportation System Authority was established as a public entity, separate and distinct from its Members, as the public agency to exercise the common powers provided for in this Agreement and to continue to administer or otherwise execute the stated functions and purposes of this Agreement, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transportation System.

3.2 Regional Function. The Authority shall function as the regional representative within the Service Area for transit and alternative transportation, as well as for the supplemental and related matters to carry over the stated functions and purposes of this Agreement. In this role, the Authority may offer comments, recommendations and advice with regard to Yosemite National Park's management plans, policies and implementation programs, which affect transportation.

3.3 Cooperative Agreement with NPS. In order to ensure that the Authority and the NPS establish the desired close working relationship, which all parties and agencies agree is necessary if the Authority is to fulfill its purposes, and recognizing that statutory provisions restrict federal agencies' ability to participate as signatories to this Joint Powers Agreement, upon its establishment the Authority entered into a written agreement with the NPS delineating the various responsibilities of the NPS and the Authority and detailing the NPS's commitment to, and funding obligations for, the operations of the Authority and of the transit system to be planned, established, managed, and evaluated by the Authority and the NPS.

3.4 Participation of Federal and State Agencies. The Members agree to work in cooperation with the other agencies as Ex-Officio, non-voting members of the Authority and/or pursuant to any memorandum of understanding or cooperative agreement between any agency and the Authority. The USDA Forest Service, Federal

Highway Administration, Federal Transit Administration, Caltrans and the California Travel and Tourism Commission may participate as non-voting members of the Board.

3.5 Addition of Voting Members. Members may be added to the Authority based on majority vote of the Board and such Member's agreement to abide by the requirements of this Agreement, including participation in funding the administrative costs of the Authority and any other conditions that may be required by the Board.

3.6 Addition of Non-Voting Members. Non-voting Ex-Officio members may be added to the Authority based on a majority vote of the Board of the Authority.

ARTICLE 4. BOARD

4.1 Board. The Authority shall be governed by the Board of Directors, which shall be comprised of two voting Directors from each of the Members of the Authority.

4.2 Designation of Representatives. Each County Member Agency shall designate two Directors and one alternate Director from among the elected officials of any public elected political office within its geographic limits. Each City Member Agency with a Mayor-Council form of government shall have its Mayor serve as a Director, and the Mayor shall appoint a second Director and alternate Director from among the Member's elected legislative body. Designees of Ex-Officio and/or other non-voting members of the Board need not be elected officials.

4.3 Term of Office. Each Director and alternate shall serve at the pleasure of the Member designating that Director or alternate. However, in no case shall the term of office of any Director or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.

4.4 Quorum and Voting Requirements. A quorum for conducting all matters of business shall be a majority of the voting Director Members of the Board. The affirmative vote of a majority of the Directors of the Board shall be required for the approval of any matter of official business.

4.5 Time and Place of Meetings; Brown Act Compliance. The Board shall adopt rules of procedure and may set times and places for each regular Board meeting.

All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.*

4.6 Committees. The Board may establish committees and subcommittees from time to time as needed.

4.7 Bylaws. The Bylaws of the Authority shall be those duly adopted and amended from time to time by the Board.

ARTICLE 5. POWERS AND FUNCTIONS

5.1 Powers and Functions of Authority. The Authority shall have the non-exclusive common power of the Members to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park, as well as the power to carry out all other activities necessary or supplemental to the provision of passenger bus service and other regional transit and transportation improvements and services for the benefit of the general public. In the exercise of that power, the Authority is authorized in its own name to:

- a. Contract for administrative services, including and Executive Director, Treasurer, Controller and Auditor;
- b. Employ an Executive Director as the chief administrative officer of the Authority;
- c. Employ agents and employees and contract for professional services;
- d. Make and enter into contracts including cooperative agreements;
- e. Acquire, hold and convey real and personal property;
- f. Incur debts, obligations and liabilities;
- g. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

h. Invest money that is not needed for immediate necessities as the Board deems advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;

i. Have appointed members and Ex-Officio members of the Board serve without compensation from the Authority, except that members of the Board may be reimbursed for all reasonable expenses and costs related to attendance of Board meetings or other authorized Authority business;

j. Do all other acts reasonable and necessary to carry out the purposes of the Members of the Authority;

k. Sue and be sued, in its name only, but not in the name or stead of any Party; and

l. To exercise any and all powers as may be provided for in the Act.

5.2 Statutory Limitation on Exercise of Powers. The powers to be exercised by the Authority are subject to such restrictions upon the manner of exercising such powers as are imposed by the California Government Code Section 6500 *et seq.*

ARTICLE 6. ADMINISTRATIVE AGENCY

6.1 Administrator. The Board shall select and contract with an Administering Agency which shall be responsible for operations and management of the Authority's business.

6.2 Executive Director. Subject to approval and oversight of the Board, the Administrative Agency may designate an Executive Director whose powers and duties shall include the following:

- a. Appoint a Secretary to the Board;
- b. Keep accurate and sufficient records of all proceedings of the Authority;
- c. Receive and transmit all Authority correspondence;
- d. Keep a record and ascertain the qualifications of each duly authorized representative and alternate;

- e. Maintain files for all reports;
- f. Direct and coordinate the work of the Authority;
- g. Prepare and administer the Authority's annual proposed budget and work program, including overseeing the preparations of applications and workplans for federal, state or other financial assistance, and work with the NPS to accomplish these tasks;
- h. Maintain a record of all Authority financial transactions;
- i. Make an annual report covering the business of the Authority during the preceding year;
- j. Transmit to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;
- k. Approve, upon budget approval or specific affirmative vote of the Board, demands for payment to the Controller of the Authority; and
- l. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are incidental to the office of Executive Director.

ARTICLE 7. FINANCING

7.1 Fiscal Year. Authority's fiscal year will be July 1 through June 30.

7.2 Proposed Budget. The Authority Executive Director shall annually proposed a budget as provided in this Article for the administration and operations of the Authority.

7.3 Contents of Budget. All budgets of the Authority, adopted and/or proposed, shall show, among other things, all required expenditures, itemizing and segregating operation and administration and capital outlay for the coming fiscal year. The budget shall also show all anticipated revenues, including the source thereof in reasonable detail, for the coming fiscal year, and all administrative costs. All budgets of the Authority, adopted and/or proposed, shall also show any deficiency in proposed expenditures over anticipated income and any deficiency shall be shown clearly as a separate and distinct item. If any deficiency is shown on the budget, any reasons for the deficiency and recommended solutions to eliminate the deficiency shall also be shown.

7.4 Adoption of Budget. The Board shall adopt a budget for each upcoming fiscal year not later than the 30th day of June of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on the proposed budget, which may be at the same meeting during which the budget is considered by the Board.

7.5 Notice and Holding of Public Budget Hearing. The budget hearing shall be noticed and held pursuant to the Ralph M. Brown California Open Meeting Act (California Government Code Section 54950, *et seq.*, as amended). Prior to the budget hearing, a copy of the proposed budget shall be made available on the Authority's website ten (10) days prior to the public hearing.

7.6 Budget Transmitted to Members. The Authority, not later than the 1st day of July, shall transmit copies of its adopted budget to each Member.

7.7 Advances by Members. Any of the Members or Ex-Officio members may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.9 Prior to the making of an advance, the Authority shall enter into a written agreement with the Party making the advance and shall identify certain specific revenue or revenues which shall be applied toward the repayment of the advance. Such an agreement may provide that the advance shall be payable only out of specific revenue of the Authority, or out of specific revenue of the Authority together with other revenues of the Authority.

7.8 Contributions by Parties. Any of the Members or Ex-Officio members may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.11) to the Authority to be used for any proper purpose of the Authority. The making of such a contribution shall not alter, in any way, the relationship established by this JPA between the Authority and the Members or between the respective Member Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Member making the contribution, in which the use of the contributed funds is specified or restricted.

7.9 Limitations on Debts. The Authority shall incur no indebtedness, including, but not limited to, advances pursuant to Paragraph 7.7, for any item or purpose which is

not budgeted for, and for which funds have not been budgeted for repayment during the fiscal year that repayment is to be made, without approval of the Board.

7.10 Quarterly Financial Report. The Executive Director shall present to the Board, and the Board shall transmit to each of the Members, a financial report at each Board meeting. The financial report shall set forth in reasonable detail all expenditures by the Authority during the preceding quarter, all revenues received by the Authority during the preceding quarter, all obligations remaining payable as of the last day of the preceding quarter, and all balances on hand as of the last day of the preceding quarter.

7.11 Support from Members. A Member, in the exercise of reasonable discretion of its governing board, and with the consent of the YARTS Board of Directors, may provide support for the Authority, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable the Authority to perform its responsibilities. All assistance shall be provided on an at-cost basis.

7.12 Other Support and Fees. The Authority shall apply for available state, federal, regional, and local support funds, including funds from public and private foundations, and shall make new and additional applications from time to time as deemed appropriate by the Board. If deemed necessary, the Authority may also establish and collect filing and processing fees in connection with matters to be considered by it.

7.13 Budget Amendments. Amendments to the budget shall require the affirmative vote of the Board.

ARTICLE 8. TREASURER

8.1 Appointment of Treasurer. The Treasurer of the Authority shall be designated by the Executive Director.

8.2 Duties. The Treasurer shall:

- a. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority;
- b. Be responsible for the safekeeping and disbursement of all Authority money held by the Treasurer;
- c. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer, or any portion thereof, upon warrants of the Controller designated herein; and
- d. Transmit to the Executive Director quarterly financial reports.

8.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Treasurer to the Authority on an at-cost basis.

ARTICLE 9. CONTROLLER

9.1 Appointment. The Controller of the Authority shall be designated by the Executive Director.

9.2 Duties. The Controller shall:

- a. Draw warrants to pay demands against the Authority in accordance with the Administering Agency's policies. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money;
- b. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities and contributions made by each member to the Authority; and
- c. Make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

9.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Controller to the Authority on an at-cost basis.

ARTICLE 10. BOND/INSURANCE REQUIREMENTS

The Administering Agency, on behalf of the Executive Director, Treasurer, and Controller, and such other persons contracting with the Authority as may be designated by the Board shall file with the Authority an official fidelity bond or insurance policy, at the Authority's expense, in a sum determined by the Board as security for the safekeeping of the Authority's property entrusted to them.

ARTICLE 11. PARTIES' LIABILITY

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members either singly or collectively.

ARTICLE 12. WITHDRAWAL OF PARTY

12.1 Withdrawal. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, a Member may withdraw from the Authority following 180 days' written notice to the Authority and all other Members of the Authority, by resolution of intent to withdraw adopted by the governing board of the withdrawing Member. Unless the withdrawing Member and the Authority specifically agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.

12.2 Resumption of Membership. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, any Member which has withdrawn from the Authority in accordance with the provisions of this Section 12 may resume its Member status upon a majority vote of the voting Members of the Board, and upon the agreement of the resuming party to abide by any other conditions that may be required by the Board pursuant to this Agreement.

ARTICLE 13. DISSOLUTION

13.1 No Specific Term. The Authority shall continue in force without specific term, except as otherwise provided.

13.2 Dissolution. If, at any time, there cease to be two (2) or more Members, the Authority shall be deemed disestablished, and this Agreement shall cease to be operative except for the purpose of winding up and payment of any obligations.

13.3 Distribution of Assets. Subject to Section 12.1, if the Authority is dissolved, all real and personal property, including surplus funds, possessed by the Authority shall be distributed to the federal, state or local funding agency or Member of the JPA that supplied such property, or whose funding provided for the acquisition of such property, unless other distribution is provided by law, or unless such property has been properly liquidated, to pay the obligations of the Authority. Should the origin of any real or personal property be undeterminable, that property shall be equitably divided among the Members of the Authority, as they agree or in proportion to the level of transit service hours provided to each jurisdiction in the most recent transit service plan approved by the Authority.

13.4 Allocation of Costs of Dissolution. In the event of dissolution, if there are not sufficient unencumbered funds which are assets of the Authority available to pay for the costs of dissolution, such costs shall be borne by the Members in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

13.5 Continues in Effect until Distribution. This Agreement shall not terminate until all property has been distributed in accordance with this section.

ARTICLE 14. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors of the Members.

ARTICLE 15. RECORDS

The Treasurer and the Controller shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

ARTICLE 16. SEVERABILITY

Should any part, term, or provision of this Agreement be decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining provisions can be construed in substance to constitute this agreement which the Member Parties intended to enter into in the first instance.

ARTICLE 17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

ARTICLE 18. EFFECTIVE DATE AND AMENDMENT

18.1 Effective Date. This Agreement shall become effective upon ratification by resolution of any two (2) or more parties hereto.

18.2 Amendment. After this JPA becomes effective, it may be amended upon ratification by resolution of two-thirds of the Member Parties then signatories to this JPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers:

COUNTY OF MERCED

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MARIPOSA

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MONO

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF TUOLUMNE

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MADERA

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

CITY OF FRESNO

Date: _____

Mayor

Attest:

City Clerk

Approved as to legal form:

City Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-429

MEETING: October 8, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Grant Agreement with California Department of Public Health HIV/AIDS Surveillance Grant Program Agreement #24-10290 for Fiscal Years 2024-2029 in the amount of \$3,000 per Year and Authorize the Health and Human Services Director to sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve Grant Agreement with California Department of Public Health HIV/AIDS Surveillance Grant Program Agreement #24-10290 for Fiscal Years 2024-2029 in the amount of \$3,000 per Year and Authorize the Health and Human Services Director to sign the Agreement.

This Agreement is being signed by the Health and Human Services Agency Director at the request of the State.

The purpose of the Grant is to administer the HIV Surveillance Program and to ensure the implementation of the Human Immunodeficiency Virus (HIV) surveillance activities and implement all aspects of HIV surveillance in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has signed Agreements with CDPH providing HIV/AIDS related surveillance services for over three decades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this Agreement for HIV/AIDS Surveillance and Mariposa County will forfeit this funding and benefit to the community.

FINANCIAL IMPACT

There is no impact to the County general fund. Revenue and corresponding appropriations are included in the Fiscal Year 2024-2025 Budget 3463-401.

ATTACHMENTS

1. CDPH- 2024-2029 HIV Grant Agreement 24-10290+Exhibits

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

California HIV Surveillance Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Mariposa, hereinafter “Grantee”

Implementing the “HIV Surveillance”, hereinafter “Project”

GRANT AGREEMENT NUMBER 24-10290

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code. The Legislature authorized in the Health & Safety Code (HSC) Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to HIV and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the CDPH to enter into grants to perform public health activities.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is for the Grantee to administer the HIV Surveillance Program (HSP) and to ensure the implementation of Human Immunodeficiency Virus (HIV) surveillance activities. The Grantee will plan, develop, and implement all aspects of HIV surveillance in their jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$15,000.00

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2024 and terminates on June 30, 2029. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2029.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Mariposa
Kimberly Ferreira, Assistant Chief Surveillance and Prevention Evaluation and Reporting Branch 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95899-7426 Telephone: (916) 842-0965 Email: kimberly.ferreira@cdph.ca.gov	Margarita King P.O. Box 5 Mariposa CA 95338 Telephone: (209) 966-3689 Email: margaritaking@mariposacounty.org

Direct all inquiries to the following representatives:

California Department of Public Health	County of Mariposa
Kimberly Ferreira, Assistant Chief Surveillance and Prevention Evaluation and Reporting Branch 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95899-7426 Telephone: (916) 842-0965 Email: kimberly.ferreira@cdph.ca.gov	Marti Fazio P.O. Box 5 Mariposa CA 95338 Telephone: (209) 966-3689 Email: mfazio@mariposacounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Mariposa Diane Robarge P.O. Box 99 Mariposa CA 95338 Telephone: (209) 742-0953 Email: drobarga@mariposacounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

EXHIBIT A LETTER OF AWARD
EXHIBIT A1 LIST OF ALLOCATIONS
EXHIBIT A2 FUNDING ALLOCATION PROCESS
EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C STANDARD GRANT CONDITIONS*
EXHIBIT D ADDITIONAL PROVISIONS
EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS
EXHIBIT F CONTRACTOR'S RELEASE

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 9/9/24

KKeheley
Kristina Keheley, Director
Mariposa County Health & Human Services
P.O. Box 99
Mariposa, CA 95338

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

May 1, 2024

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: FY 2024-25 HIV SURVEILLANCE PROGRAM

The California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the availability of \$6.67 million in State General Funds in fiscal year (FY) 2024-2025 for local HIV surveillance programs. HIV surveillance program activities focus on five goals:

1. **Maintain infrastructure for HIV surveillance** by establishing and maintaining HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion;
2. **Collect and submit accurate, complete, and timely HIV surveillance data to Office of AIDS.** Collect HIV surveillance data that meet all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit those data to the OA in a timely fashion;
3. **Maintain data security and confidentiality.** Protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures;
4. **Program management and coordination.** Conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC that ensure program management and coordination;
5. **Collaborate with partners to respond to the HIV epidemic** to facilitate sharing data and resources to support progress toward meeting California's Integrated Plan goals and objectives.



These funds will be available to the HIV surveillance program on a yearly basis from July 1, 2024 – June 30, 2029. The amount of funding allocated is on an annual basis through a non-competitive formula. The [Surveillance Program Funding Allocation Process](#) includes the annual allocation amounts for specific jurisdictions.

The funds must be used to provide allowable HIV surveillance program activities at the local level. For guidance, please see the [HIV Surveillance Program Scope of Work](#). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by June 1, 2024. The documents should be e-mailed to HIV.Surveillance@cdph.ca.gov. Please note that no funds are secured until the contract is fully executed.

We look forward to collaborating with you to conduct effective surveillance of the California HIV epidemic. If you have any questions, please email HIV.Surveillance@cdph.ca.gov or Kimberly Ferreira at Kimberly.Ferreira@cdph.ca.gov.

Sincerely,



Deanna A. Sykes, PhD
Chief, Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

cc: Kimberly Ferreira
Assistant Branch Chief
Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

Jamie Katayanagi, Chief
Quality Management Unit
Surveillance Section
Surveillance and Prevention Evaluation and Reporting Branch
Office of AIDS
California Department of Public Health

Exhibit A1
List of Allocations

County/City	Summary Action	FINAL FY 24/25 Adjusted Allocation	FINAL FY 25/26 Adjusted Allocation	FINAL FY 26/27 Adjusted Allocation	FINAL FY 27/28 Adjusted Allocation	FINAL FY 28/29 Adjusted Allocation	TOTAL Five (5) Year Allocation
Alameda	Formula	\$ 271,514	\$ 271,514	\$ 271,514	\$ 271,514	\$ 271,514	\$ 1,357,570
Alpine	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Amador	HH	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 28,270
Berkeley	HH	\$ 25,701	\$ 25,701	\$ 25,701	\$ 25,701	\$ 25,701	\$ 128,505
Butte	HH	\$ 23,822	\$ 23,822	\$ 23,822	\$ 23,822	\$ 23,822	\$ 119,110
Calaveras	HH	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 25,065
Colusa	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Contra Costa	HH	\$ 162,320	\$ 162,320	\$ 162,320	\$ 162,320	\$ 162,320	\$ 811,600
Del Norte	HH	\$ 3,133	\$ 3,133	\$ 3,133	\$ 3,133	\$ 3,133	\$ 15,665
El Dorado	HH	\$ 11,807	\$ 11,807	\$ 11,807	\$ 11,807	\$ 11,807	\$ 59,035
Fresno	Cap	\$ 95,990	\$ 95,990	\$ 95,990	\$ 95,990	\$ 95,990	\$ 479,950
Glenn	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Humboldt	HH	\$ 11,283	\$ 11,283	\$ 11,283	\$ 11,283	\$ 11,283	\$ 56,415
Imperial	Cap	\$ 20,325	\$ 20,325	\$ 20,325	\$ 20,325	\$ 20,325	\$ 101,625
Inyo	HH	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 21,935
Kern	Cap	\$ 130,107	\$ 130,107	\$ 130,107	\$ 130,107	\$ 130,107	\$ 650,535
Kings	HH	\$ 16,926	\$ 16,926	\$ 16,926	\$ 16,926	\$ 16,926	\$ 84,630
Lake	HH	\$ 9,402	\$ 9,402	\$ 9,402	\$ 9,402	\$ 9,402	\$ 47,010
Lassen	HH	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 5,013	\$ 25,065
Long Beach	HH	\$ 228,481	\$ 228,481	\$ 228,481	\$ 228,481	\$ 228,481	\$ 1,142,405
Los Angeles	Cap	\$ 2,088,748	\$ 2,088,748	\$ 2,088,748	\$ 2,088,748	\$ 2,088,748	\$ 10,443,740
Madera	HH	\$ 15,045	\$ 15,045	\$ 15,045	\$ 15,045	\$ 15,045	\$ 75,225
Marin	HH	\$ 48,271	\$ 48,271	\$ 48,271	\$ 48,271	\$ 48,271	\$ 241,355
Mariposa	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Mendocino	HH	\$ 12,536	\$ 12,536	\$ 12,536	\$ 12,536	\$ 12,536	\$ 62,680
Merced	Cap	\$ 19,113	\$ 19,113	\$ 19,113	\$ 19,113	\$ 19,113	\$ 95,565
Modoc	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Mono	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Monterey	HH	\$ 45,119	\$ 45,119	\$ 45,119	\$ 45,119	\$ 45,119	\$ 225,595
Napa	Formula	\$ 12,896	\$ 12,896	\$ 12,896	\$ 12,896	\$ 12,896	\$ 64,480
Nevada	HH	\$ 6,268	\$ 6,268	\$ 6,268	\$ 6,268	\$ 6,268	\$ 31,340
Orange	HH	\$ 399,971	\$ 399,971	\$ 399,971	\$ 399,971	\$ 399,971	\$ 1,999,855
Pasadena	Formula	\$ 27,169	\$ 27,169	\$ 27,169	\$ 27,169	\$ 27,169	\$ 135,845
Placer	Cap	\$ 15,927	\$ 15,927	\$ 15,927	\$ 15,927	\$ 15,927	\$ 79,635
Plumas	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Riverside	Cap	\$ 310,517	\$ 310,517	\$ 310,517	\$ 310,517	\$ 310,517	\$ 1,552,585
Sacramento	Cap	\$ 231,143	\$ 231,143	\$ 231,143	\$ 231,143	\$ 231,143	\$ 1,155,715
San Benito	Cap	\$ 3,367	\$ 3,367	\$ 3,367	\$ 3,367	\$ 3,367	\$ 16,835
San Bernardino	Cap	\$ 271,368	\$ 271,368	\$ 271,368	\$ 271,368	\$ 271,368	\$ 1,356,840
San Diego	HH	\$ 621,121	\$ 621,121	\$ 621,121	\$ 621,121	\$ 621,121	\$ 3,105,605
San Francisco	HH	\$ 672,178	\$ 672,178	\$ 672,178	\$ 672,178	\$ 672,178	\$ 3,360,890
San Joaquin	Cap	\$ 88,404	\$ 88,404	\$ 88,404	\$ 88,404	\$ 88,404	\$ 442,020
San Luis Obispo	HH	\$ 31,344	\$ 31,344	\$ 31,344	\$ 31,344	\$ 31,344	\$ 156,720
San Mateo	HH	\$ 84,255	\$ 84,255	\$ 84,255	\$ 84,255	\$ 84,255	\$ 421,275
Santa Barbara	Formula	\$ 36,282	\$ 36,282	\$ 36,282	\$ 36,282	\$ 36,282	\$ 181,410
Santa Clara	HH	\$ 218,115	\$ 218,115	\$ 218,115	\$ 218,115	\$ 218,115	\$ 1,090,575
Santa Cruz	HH	\$ 26,329	\$ 26,329	\$ 26,329	\$ 26,329	\$ 26,329	\$ 131,645
Shasta	HH	\$ 13,145	\$ 13,145	\$ 13,145	\$ 13,145	\$ 13,145	\$ 65,725
Sierra	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Siskiyou	HH	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 21,935
Solano	Formula	\$ 63,988	\$ 63,988	\$ 63,988	\$ 63,988	\$ 63,988	\$ 319,940
Sonoma	HH	\$ 69,587	\$ 69,587	\$ 69,587	\$ 69,587	\$ 69,587	\$ 347,935
Stanislaus	Cap	\$ 47,785	\$ 47,785	\$ 47,785	\$ 47,785	\$ 47,785	\$ 238,925
Sutter	Formula	\$ 7,527	\$ 7,527	\$ 7,527	\$ 7,527	\$ 7,527	\$ 37,635
Tehama	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Trinity	Minimum	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 15,000
Tulare	Cap	\$ 31,855	\$ 31,855	\$ 31,855	\$ 31,855	\$ 31,855	\$ 159,275
Tuolumne	HH	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 4,387	\$ 21,935
Ventura	Cap	\$ 69,656	\$ 69,656	\$ 69,656	\$ 69,656	\$ 69,656	\$ 348,280
Yolo	Cap	\$ 15,537	\$ 15,537	\$ 15,537	\$ 15,537	\$ 15,537	\$ 77,685
Yuba	HH	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 5,654	\$ 28,270
Total		\$ 6,679,872	\$ 6,679,872	\$ 6,679,872	\$ 6,679,872	\$ 6,679,872	\$ 33,399,360

Exhibit A2

Funding Allocation Process

The Office of AIDS (OA) will allocate \$6.67 million in Fiscal Year (FY) 2024-2025 State General Fund to local health jurisdictions (LHJs) for local HIV Surveillance Programs. OA will use the following formula for FY 2024-25:

The allocation formula is based upon the following factors:

- New diagnoses for past 5 years (2017-2021); and
- Living cases at most recent year end (2021)

Funding Minimum:

OA will implement a minimum allocation of \$3,000 for the rest of the LHJs. The ten LHJs receiving the minimum allocation: *Alpine, Colusa, Glenn, Mariposa, Modoc, Mono, Plumas, Sierra, Tehama, and Trinity.*

OA will apply the following stabilization measures:

1. Funding Cap (CAP): OA will implement a funding cap, which is a **maximum** funding level placed on each LHJ, set at 106 percent of the FY 2023-24 allocation. The fifteen LHJs impacted by the funding cap: *Fresno, Imperial, Kern, Los Angeles, Merced, Placer, Riverside, Sacramento, San Benito, San Bernardino, San Joaquin, Stanislaus, Tulare, Ventura and Yolo.*
2. Hold Harmless Provision:
OA will distribute funds to other LHJs so that the **minimum** funding level is 96 percent of the FY 2023-24 allocation. Thirty LHJs are allocated funds due to the hold harmless provision.

Six LHJs receive their unadjusted formula amount: *Alameda, Napa, Pasadena, Santa Barbara, Solano, and Sutter.*

FY 2024/25 HIV Surveillance Program Funding Allocation

County/City	FY 23/24 Allocation	FY 24/25 Unadjusted Allocation via formula (no cap, HH, or min.)	Unadjusted Allocation % of FY 23/24 Allocation	FINAL FY 24/25 Adjusted Allocation	FINAL Adjusted Allocation % of Unadjusted	FINAL Adjusted Allocation % of FY 23/24 Allocation	Summary Action
Alameda	\$ 285,286	\$ 272,692	95.6%	\$ 271,514	99.6%	95%	Formula
Alpine	\$ -	\$ 47	-	\$ 3,000	6383.0%	-	Minimum
Amador	\$ 6,015	\$ 4,994	83.0%	\$ 5,654	113.2%	94%	HH
Berkeley	\$ 27,342	\$ 18,292	66.9%	\$ 25,701	140.5%	94%	HH
Butte	\$ 25,343	\$ 13,345	52.7%	\$ 23,822	178.5%	94%	HH
Calaveras	\$ 5,334	\$ 2,452	46.0%	\$ 5,013	204.4%	94%	HH
Colusa	\$ 3,000	\$ 2,210	73.7%	\$ 3,000	135.7%	100%	Minimum
Contra Costa	\$ 172,681	\$ 140,330	81.3%	\$ 162,320	115.7%	94%	HH
Del Norte	\$ 3,334	\$ 1,382	41.5%	\$ 3,133	226.7%	94%	HH
El Dorado	\$ 12,561	\$ 10,358	82.5%	\$ 11,807	114.0%	94%	HH
Fresno	\$ 90,643	\$ 149,002	164.4%	\$ 95,990	64.4%	106%	Cap
Glenn	\$ 3,000	\$ 913	30.4%	\$ 3,000	328.6%	100%	Minimum
Humboldt	\$ 12,004	\$ 11,324	94.3%	\$ 11,283	99.6%	94%	HH
Imperial	\$ 19,193	\$ 31,459	163.9%	\$ 20,325	64.6%	106%	Cap
Inyo	\$ 4,668	\$ 1,230	26.3%	\$ 4,387	356.7%	94%	HH
Kern	\$ 122,859	\$ 174,105	141.7%	\$ 130,107	74.7%	106%	Cap
Kings	\$ 18,007	\$ 12,834	71.3%	\$ 16,926	131.9%	94%	HH
Lake	\$ 10,003	\$ 5,732	57.3%	\$ 9,402	164.0%	94%	HH
Lassen	\$ 5,334	\$ 932	17.5%	\$ 5,013	537.9%	94%	HH
Long Beach	\$ 243,065	\$ 177,467	73.0%	\$ 228,481	128.7%	94%	HH
Los Angeles	\$ 1,972,378	\$ 2,223,227	112.7%	\$ 2,088,748	94.0%	106%	Cap
Madera	\$ 16,006	\$ 13,994	87.4%	\$ 15,045	107.5%	94%	HH
Marin	\$ 51,353	\$ 30,648	59.7%	\$ 48,271	157.5%	94%	HH
Mariposa	\$ 3,000	\$ 1,084	36.1%	\$ 3,000	276.8%	100%	Minimum
Mendocino	\$ 13,337	\$ 7,536	56.5%	\$ 12,536	166.3%	94%	HH
Merced	\$ 18,049	\$ 31,724	175.8%	\$ 19,113	60.2%	106%	Cap
Modoc	\$ 2,820	\$ 71	2.5%	\$ 3,000	4225.4%	106%	Minimum
Mono	\$ 3,000	\$ 336	11.2%	\$ 3,000	892.9%	100%	Minimum
Monterey	\$ 47,999	\$ 43,119	89.8%	\$ 45,119	104.6%	94%	HH
Napa	\$ 13,251	\$ 12,952	97.7%	\$ 12,896	99.6%	97%	Formula
Nevada	\$ 6,669	\$ 6,196	92.9%	\$ 6,268	101.2%	94%	HH
Orange	\$ 425,502	\$ 382,602	89.9%	\$ 399,971	104.5%	94%	HH
Pasadena	\$ 26,792	\$ 27,287	101.8%	\$ 27,169	99.6%	101%	Formula
Placer	\$ 15,040	\$ 20,825	138.5%	\$ 15,927	76.5%	106%	Cap
Plumas	\$ 3,000	\$ 1,008	33.6%	\$ 3,000	297.6%	100%	Minimum
Riverside	\$ 293,218	\$ 441,763	150.7%	\$ 310,517	70.3%	106%	Cap
Sacramento	\$ 218,266	\$ 239,914	109.9%	\$ 231,143	96.3%	106%	Cap
San Benito	\$ 3,180	\$ 4,062	127.7%	\$ 3,367	82.9%	106%	Cap
San Bernardino	\$ 256,250	\$ 330,049	128.8%	\$ 271,368	82.2%	106%	Cap
San Diego	\$ 660,768	\$ 618,660	93.6%	\$ 621,121	100.4%	94%	HH
San Francisco	\$ 715,084	\$ 433,268	60.6%	\$ 672,178	155.1%	94%	HH
San Joaquin	\$ 83,479	\$ 95,300	114.2%	\$ 88,404	92.8%	106%	Cap
San Luis Obispo	\$ 33,345	\$ 18,368	55.1%	\$ 31,344	170.6%	94%	HH
San Mateo	\$ 89,634	\$ 77,919	86.9%	\$ 84,255	108.1%	94%	HH
Santa Barbara	\$ 34,678	\$ 36,439	105.1%	\$ 36,282	99.6%	105%	Formula
Santa Clara	\$ 232,038	\$ 194,348	83.8%	\$ 218,115	112.2%	94%	HH
Santa Cruz	\$ 28,010	\$ 21,824	77.9%	\$ 26,329	120.6%	94%	HH
Shasta	\$ 13,985	\$ 7,849	56.1%	\$ 13,145	167.5%	94%	HH
Sierra	\$ 3,000	\$ 217	7.2%	\$ 3,000	1382.5%	100%	Minimum
Siskiyou	\$ 4,668	\$ 2,324	49.8%	\$ 4,387	188.8%	94%	HH
Solano	\$ 63,257	\$ 64,265	101.6%	\$ 63,988	99.6%	101%	Formula
Sonoma	\$ 74,029	\$ 56,681	76.6%	\$ 69,587	122.8%	94%	HH
Stanislaus	\$ 45,123	\$ 53,998	119.7%	\$ 47,785	88.5%	106%	Cap
Sutter	\$ 7,520	\$ 7,560	100.5%	\$ 7,527	99.6%	100%	Formula
Tehama	\$ 3,000	\$ 2,826	94.2%	\$ 3,000	106.2%	100%	Minimum
Trinity	\$ 3,000	\$ 454	15.1%	\$ 3,000	660.8%	100%	Minimum
Tulare	\$ 30,081	\$ 36,922	122.7%	\$ 31,855	86.3%	106%	Cap
Tuolumne	\$ 4,668	\$ 1,765	37.8%	\$ 4,387	248.6%	94%	HH
Ventura	\$ 65,776	\$ 70,890	107.8%	\$ 69,656	98.3%	106%	Cap
Yolo	\$ 14,672	\$ 18,572	126.6%	\$ 15,537	83.7%	106%	Cap
Yuba	\$ 6,015	\$ 4,639	77.1%	\$ 5,654	121.9%	94%	HH
Total	\$ 6,674,612	\$ 6,674,585		\$ 6,679,872			

- 0 No Case County/City Unadjusted
- 6 Formula County/City Funding
- 15 Cap County/City Minimum
- 10 Allocation County/City Hold
- 30 Harmless County/City Total
- 61 Counties/Cities

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to HIV.Surveillance@cdph.ca.gov.
- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. **Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Information Privacy and Security Requirements |

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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Information Privacy and Security Requirements |

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit E
Information Privacy and Security Requirements |

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit E
Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

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- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit E
Information Privacy and Security Requirements |

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. *Encryption.*

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

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- D. Antivirus software.** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. Patch Management.** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control.** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor workforce members are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	- Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device	- Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret plus: - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device	- Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

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- G. **CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. **Reauthentication.** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
 - When roles change
 - When the execution of privileged function occurs (e.g., performing a critical transaction)
- I. **Warning Banners.** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. **System Logging.** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. **Live Data Usage.** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. **Privileged Access Management (PAM).** Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

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- M. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.
- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

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- E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 24-10290 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Mariposa

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-600880
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Kristina Keheley, Health & Human Services Agency Director	
Date Executed	Executed in the County of
9/9/24	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-600880

By (Authorized Signature)



Printed Name and Title of Person Signing

Kristina Keheley, Health & Human Services Agency Director

Executed in the County of	Executed in the State of
Mariposa	CA

Date Executed

9/9/24

HIV Surveillance Program (HSP) Scope of Work (SOW)

1. Service Overview

The Grantee agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Grantee agrees to administer the CDPH, HIV Surveillance Program (HSP) and to ensure the implementation of Human Immunodeficiency Virus (HIV) surveillance activities as described in this Scope of Work (SOW). The Grantee will plan, develop, and implement all aspects of HIV surveillance in the Service Location.

The Legislature authorized in the Health & Safety Code (HSC) Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to HIV and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the CDPH to enter into contracts to perform public health activities.

2. Service Location

The services shall be performed at applicable locations within the Grantee's jurisdiction.

3. Service Hours

The services shall be provided during normal Grantee working hours, Monday through Friday, except official holidays if observed by the Grantee.

4. Project Representatives

The project representatives for CDPH HSP are assigned Surveillance Coordinators. For a list of current assignments, please email HIV.Surveillance@cdph.ca.gov.

5. Services to be Performed

Services performed shall be consistent with the guidance issued by Office of AIDS and posted to the [OA Surveillance Coordinators SharePoint site](#), including the Guide to HIV Surveillance in California, ([Guide to HIV Surveillance in California](#)) collectively referenced in this document as OA HIV Surveillance Guidance, and be performed in support of the goals of California's Ending the Epidemics (EtE): Addressing Human Immunodeficiency Virus (HIV), Hepatitis C Virus (HCV), and Sexually Transmitted Infections (STIs) in California Integrated Statewide Strategic Plan referenced in this document as California's Integrated Plan, 2022-2026 and the National HIV/AIDS Strategy (NHAS) and the Ending HIV Epidemic (EHE) in the U.S. Initiative.

Grantee shall perform the activities outlined below:

A. Maintain Infrastructure for HIV Surveillance

HIV Surveillance Program (HSP) Scope of Work (SOW)

The goal under this agreement regarding maintaining infrastructure for HIV surveillance is to establish and maintain HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion.

- 1) Grantee shall identify all sites responsible for HIV case reporting under California Health and Safety Code section 120130 and 121022, Title 17, California Code of Regulations (CCR) § 2641 and Title 17 CCR § 2643 in the jurisdiction, including, but not limited to, medical offices, clinics, hospitals, testing sites, community-based organizations, correctional health care settings, and clinical laboratories.
- 2) Grantee shall evaluate HIV case reporting procedures at HIV reporting sites (see OA HIV Surveillance Guidance for specific criteria) to ensure all case information is reported per California Health and Safety Code section 120130 and 121022, Title 17 CCR § 2641 and Title -17 CCR § 2643, and OA HIV Surveillance Guidance. Provide education and technical assistance to sites as needed to improve site-specific processes for HIV reporting.
- 3) Grantee shall identify, obtain, and maintain access to all data sources within the jurisdiction containing information relevant to HIV case surveillance including, but not limited to: clinic and hospital medical records, vital records, sexually transmitted disease (STD) surveillance data, Ryan White program data, tuberculosis (TB) surveillance data, and HIV and STD partner services data. These data sources may include California Reportable Disease Information Exchange (CalREDIE), AIDS Regional Information and Evaluation System (ARIES), Local Evaluation Online (LEO), and other data systems capturing data relevant to HIV surveillance.

B. Collect and Submit Accurate, Complete, and Timely HIV Surveillance Data to OA

The goal under this agreement regarding collecting accurate and complete HIV surveillance data is to collect HIV surveillance data that meets all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit data to OA, as per the OA HIV Surveillance Guidance.

- 1) Grantee shall identify all new HIV and new HIV stage 3 AIDS cases (including previously reported HIV cases that have transitioned to HIV stage 3 AIDS) reported in the jurisdiction through routine monitoring of laboratory and provider reports, and electronic laboratory data.
- 2) Grantee shall determine whether newly identified HIV and HIV Stage 3 AIDS cases are new cases by conducting 'case checks' on all potentially new cases against local and state HIV surveillance data.

HIV Surveillance Program (HSP) Scope of Work (SOW)

- 3) Grantee shall assign a unique identifier ("STATENO") to each newly identified HIV case using the list of STATENOs provided by OA.
- 4) Grantee shall complete an Adult or Pediatric Case Report Form for 100 percent of newly reported HIV cases and 100 percent of new HIV Stage 3 AIDS cases identified in the jurisdiction and submit those case report forms to the OA via CalREDIE within 45 days of the Grantee receiving notification of a new case [as per HSC Section 121023 and California Code of Regulations, Title 17 § 2643.15].
- 5) Grantee shall collect all required data elements on 100 percent of Adult and Pediatric Case Report Forms using all available data sources to the extent permitted by law including, but not limited to, data from medical providers, HIV test sites, laboratories, HIV prevention programs, Ryan White funded programs, STD surveillance programs, and STD and HIV partner services programs. Required data elements are stated in the OA HIV Surveillance Guidance and include, but are not limited to, demographic information, contact information, risk behavior, clinical information, and testing and treatment history.
- 6) Grantee shall enter 100 percent of non-electronic laboratory results received into the Lab Data Entry Tool (LDET) or equivalent system and submit the lab results to the OA within 30 days of specimen collection date.
- 7) Grantees who do not utilize LEDI shall import 100 percent of electronic laboratory record (ELR) data files received from OA into LDET or equivalent system within five business days of receipt.
- 8) Grantee shall review and investigate cases and data quality issues identified on the daily and monthly OA quality assurance/quality control reports. Grantee shall make appropriate data corrections or updates through processes specified in the OA HIV Surveillance Guidance within 90 days of receipt of the reports.
- 9) Grantee shall collaborate with OA and CDC staff to conduct investigations of Cases of Public Health Importance (COPHI) [cases with unusual or highly concerning clinical or exposure characteristics, including but not limited to workplace exposure, etc.]. COPHI case investigations shall be completed within three months of the Grantee receiving notification of the case from OA.
- 10) Grantees who utilize LDET shall submit an export of lab data from LDET to OA at least twice per month.
- 11) Grantee shall proactively identify technical assistance and training needs regarding HIV surveillance and inform the OA of those needs. Grantee shall collaborate with OA to receive technical assistance and training as determined by OA.

C. Maintain Data Security and Confidentiality

HIV Surveillance Program (HSP) Scope of Work (SOW)

The goal under this agreement regarding data security and confidentiality is to protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures.

- 1) Grantee shall maintain a secure HIV surveillance work area where all electronic and paper HIV surveillance data are stored. Access to the work area shall be restricted to local health department staff that (a) are authorized by the Local HIV Surveillance Coordinator to access HIV-related data, (b) have completed annual HIV surveillance data security and confidentiality training, and (c) annually signed the "[HIV/AIDS Confidentiality Agreement](#)".
- 2) Grantee must locally maintain copies of all signed agreements and provide a copy to OA upon request.
- 3) Grantee shall maintain an updated list of all persons with access to HIV surveillance data. The list shall include the most recent date the annual training was completed and the date the most recent CDPH 8689 form was signed. The list shall be made available to OA upon request.
- 4) Grantee shall facilitate local health department disease investigation and HIV/STD prevention and care staff access to HIV surveillance data by proactively identifying which staff should complete the required training and sign the confidentiality agreement. These individuals shall be included on the list specified in section C.3.
- 5) Grantee shall maintain information technology (IT) security for IT systems containing HIV surveillance data in a manner consistent with the OA HIV Surveillance Guidance.
- 6) Grantee shall annually complete, by April 30th of each year, the Data Security and Confidentiality Assessment Checklist for HIV Data Security and Confidentiality.
- 7) Grantee shall submit a report on any deficiencies identified on the Checklist within 30 days of receiving notice from OA of the deficiency. The report shall contain items out of compliance, describe the action steps for remediating the deficiency, and a timeline for those action steps to be completed. Grantee shall consult with OA to identify and implement action steps.
- 8) Grantee shall insure all local HIV surveillance staff adhere to all components of the data security and confidentiality guidance in the OA HIV Surveillance Guidance and trainings. This includes, but is not limited to, locking up all paper or electronic materials when not in use, shredding documents for disposal using an approved cross-cut shredder, adhering to the locally-approved document retention schedule, submitting paper and electronic records to OA in an approved and secure manner, and verifying the identity and authority of a caller to receive information that is being shared over the phone.

HIV Surveillance Program (HSP) Scope of Work (SOW)

- 9) Grantee shall not release HIV surveillance data to unauthorized persons that could lead to the identification of an individual diagnosed with HIV. This includes using appropriate methods for suppressing small cell sizes in published reports and tables; for an example, see the CDPH/OA Internal Guidelines for Working with Small Cell Sizes, Data De-identification Guidelines (DDG) California Department of Health Care Services (DHCS), [CDPH/OA Internal Guidelines, Data De-identification Guidelines \(DDG\)](#)
- 10) Grantee shall not release HIV surveillance data of any type directly to the CDC, unless specifically directed to do so by OA.

D. Program Management and Coordination

The goal under this agreement regarding program management and coordination is to conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC.

- 1) Grantee shall designate a Local HIV Surveillance Coordinator for the jurisdiction that is responsible for: 1) overseeing and implementing this grant and meeting the objectives in this SOW; 2) receiving and responding to communications with OA; 3) informing other local HIV surveillance staff and local health department leadership of program changes and communications from OA; 4) ensuring that grant monitoring and invoice submission occurs; 5) completing and submitting required reports; 6) attending OA-required conferences and trainings, including monthly support calls; and 7) maintaining local data security and confidentiality.
- 2) Grantee shall communicate the name and contact information of the Local HIV Surveillance Coordinator to OA on an annual basis at the start of the contract year and within 10 business days of any change in the name or contact information for the Local HIV Surveillance Coordinator.
- 3) Grantee shall submit invoices related to HIV surveillance activities outlined in Exhibit B of this grant agreement to OA on a quarterly basis.
- 4) The Local HIV Surveillance Coordinator, or their designee, will participate in all OA-convened HIV surveillance meetings and conference calls, including, but not limited to, monthly support calls and OA-led training sessions.

E. Collaborate With Partners to Respond to the HIV Epidemic

The goal of this agreement regarding collaborating with partners is to facilitate sharing data and resources to support progress towards meeting California's Integrated Plan goals and objectives.

HIV Surveillance Program (HSP) Scope of Work (SOW)

- 1) Grantee shall provide local health department HIV prevention and disease investigation staff with all available information, including but not limited to patient name, contact information, diagnosing provider, regarding persons newly diagnosed with HIV within five business days of the Grantee receiving notification of the case in order to facilitate linkage to care and partner services for persons newly diagnosed with HIV. Grantee shall provide additional necessary information to local health department HIV prevention and care programs as it becomes available.
- 2) Grantee shall provide local health department HIV prevention and disease investigation staff with all available information including but not limited to patient name, contact information, diagnosing provider, regarding cases of acute HIV infection within one business day of the Grantee receiving notification of the case. Grantee shall provide additional necessary information to local health department HIV prevention and care programs as it becomes available.
- 3) Grantee shall share locally generated, or OA generated lists of HIV cases that are out of care with local health department HIV prevention and care programs on a monthly basis at a minimum to ensure that local health department HIV prevention and care staff are able to follow-up on these cases and reconnect patients to care.
- 4) Grantee(s) shall obtain updated case contact, risk behavior, provider, or clinical information from local health department HIV prevention and care program investigations of persons who are out of care and update HIV surveillance data with this information using the method specified by OA in the OA HIV Surveillance Guidance.
- 5) Grantee(s) are encouraged to analyze HIV surveillance data, including data shared under Data Use Agreements, to support local program planning, implementation, and monitoring.
- 6) Grantee(s) shall share local surveillance data to support all OA projects and activities that require local surveillance data (e.g. the California Medical Monitoring Project (MMP), local medical providers and correctional facilities.)

F. Optional Activity: Receive HIV Surveillance Data from the OA

The goal of this optional activity is to permit OA to provide detailed data files containing identifiable information on people living with HIV (PLWH) in the Grantee's jurisdiction generated from the statewide HIV surveillance system.

- 1) Because these data files are provided by OA, and can include data collected by other local health jurisdictions, Grantee(s) electing to receive these data files shall commit to meeting the requirements in the ["CALIFORNIA ENHANCED HIV/AIDS CASE](#)

**HIV Surveillance Program (HSP)
Scope of Work (SOW)**

REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT"

[https://partners.cdph.ca.gov/sites/OOA/survcoordinators/Shared%20Documents/2020-2025%20Generic%20DUA%20\(OLS-HP%205.12.2023\).pdf](https://partners.cdph.ca.gov/sites/OOA/survcoordinators/Shared%20Documents/2020-2025%20Generic%20DUA%20(OLS-HP%205.12.2023).pdf)

- 2) Grantee(s) who agree to sign and submit the Agreement shall receive data files in a secure method specified by the OA HIV Surveillance Guidance.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-430

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve Year-End Budget Action Increasing Transfer-In Revenue and Appropriations in the Jail Inmate Medical Services Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$120,914) (4/5th vote)

RECOMMENDATION AND JUSTIFICATION

Approve Year-End Budget Action Increasing Transfer-In Revenue and Appropriations in the Jail Inmate Medical Services Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$120,914) (4/5th vote).

The request reflects increases in payroll costs. After operating the program and providing necessary services, HHS and the Sheriff determined additional staff hours were needed to meet the demand for 24/7/365 care. The actual staff payroll exceeded the original estimate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the MOU agreement by Res. 2023-333 on June 20, 2023 between the Mariposa County Sheriff's Department and Mariposa County Health and Human Services Agency to provide medical and mental health care for inmates housed at the Mariposa County Adult Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the Budget Action, Mariposa County Health and Human Services Agency will not be able to balance the 3543-401 budget to actual expenses. If the budget is reduced, HHS would be unable to provide adequate medical services to the Mariposa County Adult Detention Facility.

FINANCIAL IMPACT

There is financial impact to the County's General Fund within the Sheriff's Department Budget of \$120,914 for FY 2023-2024.

ATTACHMENTS

1. FY 2324 Year End Jail Budget Action V3 signed

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3543	401	49101	Transfer-In- Jail Med Svc		(120,914)	
3543	401	51111	Salaries		70,586	
3543	401	51112	Extra Help		38,252	
3543	401	51115	Overtime		10,427	
3543	401	51116	Overtime Straight		69	
3543	401	51202	Longevity Pay		28	
3543	401	51707	Standby Call Back Pay		14,388	
3543	401	51215	Incentive Pay PERS		4,238	
3543	401	52101	Retirement Employer		9,605	
3543	401	52201	Medical Active Employees		30,605	
3543	401	52202	Dental Active Employees		203	
3543	401	52203	Vision Active Employees		71	
3543	401	52205	Life Insurance		22	
3543	401	52208	Med Ins Admin Fee		92	
3543	401	52301	Social Security		5,909	
3543	401	52302	Medicare Total		4,068	
3543	401	52303	SDI		2,056	
3543	401	52401	Accrued Benefits		368	
3543	401	60541	Client Medical Professionals			70,073
1001	100	92001	Contingency Designation			120,914
1001	220	80111	Transfer Out		120,914	
TOTALS					190,987	190,987

FY 23/24 Year End Adjustment Jail Med Services

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE

K. Keheley

DATE

9/24/24

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY

BA #



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-431

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve Year-End Budget Action Increasing Revenue and Appropriations in the California Oral Health Program (COHP) Grant Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$4,196) (4/5th Vote)

RECOMMENDATION AND JUSTIFICATION

Approve Year-End Budget Action Increasing Revenue and Appropriations in the California Oral Health Program (COHP) Grant Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$4,196) (4/5th Vote).

This Budget Action increases California Oral Health Program (COHP) Grant Revenue by \$4,196 for Fiscal 2023/2024 and increases Salary Appropriations for Fiscal Year 2023/2024 by \$4,196 to Pay Personnel Expenses through 6/30/2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance various Health and Human Services Agency (HHS) Funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Budget Action is not approved the Agency will be unable to pay personnel expenses from this grant and balance the budget in fund #3471.

FINANCIAL IMPACT

There is no financial impact to the County's General Fund with this Budget Action. This Budget Action increases Revenue and Salary appropriations by \$4,196 within the 3471-401 Budget.

ATTACHMENTS

1. FY 2324 COHP signed Year End Budget Action

VOTE RESULT

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

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-432

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 (\$75,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 (\$75,000) (4/5ths Vote Required).

On March 19, 2024 The Mariposa County Board of Supervisors approved Resolution #2024-116 Authorizing the Director of Public Works to submit various Grant Applications to the Department of Resources Recycling and Recovery (CalRecycle) and Authorized the Director of Public Works to Execute all Documents Necessary to Secure and Implement the Grants(Subject to Approval as to Legal Form by County Counsel).

As part of this grant, to advance compliance with CalRecycle, Mariposa County will identify and contact tier 1 and tier 2 food generators in the county. A system will be put in place to track, inspect, and monitor tier 1 and tier 2 food generators for commercial edible food generator compliance.

The Department of Public Works and the Health and Human Services are working collaboratively regarding the SB 1383 Local Assistance Grant in the amount of \$75,000 with the goal of reducing food waste in the local landfill by increasing food recovery with local partners for edible food recovery services within the community. This grant will provide education and outreach through the Health and Human Services Public Health Education Division as well as providing refrigerators and freezers to our community partners to assist with food preservation and assist in the goal of a reduction of food waste at the landfill.

This Budget Action will establish \$75,000 in Revenue and \$75,000 in Expenses within the Health and Human Services Environmental Health FY 24/25 Budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution #2024-116 was approved on March 19, 2024. This Budget Action will allocate Revenue and Expenses within the Health and Human Services Environmental Health Local Assistance Grant fund for FY 24/25.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this funding source.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in Budget Action 3645-457.

ATTACHMENTS

1. Local Assistance Grant SB 1383 Budget Action

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3645	457	45063	Local Assistance Grant/State Revenue		(75,000)	
3645	457	51111	Salaries		25,247	
3645	457	52101	Retirement-Employer		4,551	
3645	457	52201	Medical Insurance		5,310	
3645	457	52202	Dental Insurance		363	
3645	457	52203	Vision Insurance		116	
3645	457	52205	Life Insurance		56	
3645	457	52208	Medical Insurance Admin Fee		54	
3645	457	52301	Social Security		2,688	
3645	457	52302	Medicare		920	
3645	457	52303	SDI		695	
3645	457	60421	Equipment		29,000	
3645	457	60508	Community Education		6,000	
TOTALS					0	0

TRANSFER BETWEEN FUNDS						DEBIT	CREDIT
TOTALS						0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE

Konkurrenz

DATE _____

10/6/22

AUDITOR SIGNATURE

DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE _____

APPROVED BY RES NO.

CLERK

DATE _____

DEPARTMENT

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-433

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve Year-End Budget Action Increasing Revenue and Appropriations in the California Children's Services (CCS) Grant Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$14,145) (4/5th Vote)

RECOMMENDATION AND JUSTIFICATION

Approve Year-End Budget Action Increasing Revenue and Appropriations in the California Children's Services (CCS) Grant Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$14,145) (4/5th Vote).

This Budget Action increases California Children's Services Grant Revenue by \$14,145 for Fiscal 2023/2024 and increases Salary Appropriations for Fiscal Year 2023/2024 by \$14,145 to Pay Personnel Expenses through 6/30/2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance various Health and Human Services Agency (HHS) Funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Budget Action is not approved the Agency will be unable to pay personnel expenses from this grant and balance the budget in fund #3464.

FINANCIAL IMPACT

There is no financial impact to the County's General Fund with this Budget Action. This Budget Action increases Revenue and Salary appropriations by \$14,145 within the 3464-401 Budget.

ATTACHMENTS

1. FY 2324 CCS Year End Budget Action - 1

VOTE RESULT

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

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3464	401	45134	CCS - State Revenue		(14,145)	
3464	401	51111	Salaries		4,088	
3464	401	51202	Longevity Pay		35	
3464	401	52101	Retirement-Employer		3,072	
3464	401	52201	Medical Insurance		4,185	
3464	401	52202	Dental Insurance		367	
3464	401	52203	Vision Insurance		59	
3464	401	52205	Life Insurance		6	
3464	401	52206	Cash Cafeteria Plan		579	
3464	401	52208	Medical Insurance Admin Fee		7	
3464	401	52301	Social Security		1,346	
3464	401	52303	SDI		243	
3464	401	52401	Accrued Benefits		158	
			FY 23/24 Year End Adjustment			
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 23/24

DEPARTMENT HEAD SIGNATURE

DATE 9/25/24

AUDITOR SIGNATURE

DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE _____

APPROVED BY RES NO.

CLERK

DATE _____

DEPARTMENT

AUDITOR'S USE ONLY



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-434

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve Year-End Budget Action Increasing Revenue and Appropriations in the CAL-Fresh Healthy Living Grant Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$40,652) (4/5th Vote)

RECOMMENDATION AND JUSTIFICATION

Approve Year-End Budget Action Increasing Revenue and Appropriations in the CAL-Fresh Healthy Living Grant Budget within the Health and Human Services Agency (HHS) Budget for the Fiscal Year 2023-2024 (\$40,652) (4/5th Vote)

This Budget Action increases CAL-Fresh Healthy Living Grant Revenue by \$40,652 for Fiscal 2023/2024 and increases Salary Appropriations for Fiscal Year 2023/2024 by \$40,652 to Pay Personnel Expenses through 6/30/2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance various Health and Human Services Agency (HHS) Funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Budget Action is not approved, the Agency will be unable to pay personnel expenses from this grant and balance the budget in fund #3470.

FINANCIAL IMPACT

There is no financial impact to the County's General Fund with this Budget Action. This Budget Action increases Revenue and Salary appropriations by \$40,652 within the 3470-401 Budget.

ATTACHMENTS

1. FY 2324 CAL Fresh

VOTE RESULT

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

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3470	401	45111	CAL-Fresh State Revenue		(40,652)	
3470	401	51111	Salaries		29,491	
3470	401	52101	Retirement-Employer		3,057	
3470	401	52201	Medical Insurance		5,120	
3470	401	52202	Dental Insurance		342	
3470	401	52203	Vision Insurance		67	
3470	401	52205	Life Insurance		18	
3470	401	52206	Cash Cafeteria Plan		607	
3470	401	52208	Medical Insurance Admin Fee		28	
3470	401	52301	Social Security		1,281	
3470	401	52302	Medicare		300	
3470	401	52303	SDI		341	
			FY 23/24 Year End Adjustment			
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 23/24

DEPARTMENT HEAD SIGNATURE

DATE 9/25/24

AUDITOR SIGNATURE

DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE _____

APPROVED BY RES NO.

CLERK

DATE _____

DEPARTMENT

AUDITOR'S USE ONLY



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-435

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Matt Johnson, Librarian
RE: Approve Closure of Mariposa Branch Library for Staff Training Session

RECOMMENDATION AND JUSTIFICATION

Approve Closure of Mariposa Branch Library for Staff Training Session.

The closure time that is proposed is:

Friday, Nov. 1 from 12 p.m. to 4 p.m.

The library would remain open during its normal open hours from 9 a.m. to 12 p.m.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The library needs to regularly train staff to be able to handle patron requests, use the library computer system, use library resources such as the microfilm and microfiche machine, and more. To allow for the best training experience, it is requested that the library close for this short window of time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not choose to close during that timeframe, the library staff members would not be able to receive valuable training as a group.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-436

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Approve Second Amendment to Agreement for Cost Sharing of State Highway Electrical Facilities with Caltrans; and Authorize the Director of Public Works and Transportation to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement for Cost Sharing of State Highway Electrical Facilities with Caltrans; and Authorize the Director of Public Works and Transportation to Sign the Amendment.

This amendment reflects minor corrections of the numbering of the In-Roadway Warning Lights on State Route 140 at 4th, 5th, 6th, 7th, 8th, 11th and 12th Streets. This change has been made for inventory purposes, and the share cost rate will remain as stipulated in Exhibit A dated May 21, 2019.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 22, 2017, Resolution 2017-582, the Board Approved an Agreement Between Caltrans and Mariposa County to share electrical costs for lighting at the intersection of Route 49 at Darrah Road.

On May 21, 2019, Resolution 2019-273, the Board Approved an Agreement with Caltrans Detailing Responsibility for Electricity Costs Associated with In-Pavement Crosswalk and Street Lighting Associated with the Highway 140 Project from 4th Street to 12th Street and Intersection Lighting at Highway 49 at Darrah Road.

On September 17, 2019, Resolution 2019-543, the Board Approved an Amendment with Caltrans for the Shared Electrical In-Roadway Pedestrian Lighting Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the numbering system for the street lighting will continue to be incorrect.

FINANCIAL IMPACT

There is no financial impact by approving this amendment.

ATTACHMENTS

1. Caltrans_Second Amendment
2. Resolution 2017-582
3. Resolution_2019-273

4. Resolution 2019_543

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DISTRICT 10 DIRECTOR

P.O. BOX 2048, STOCKTON, CA 95201

(1976 E. DR. MARTIN LUTHER KING JR. BOULEVARD 95205)

PHONE (209) 948-7943

FAX (209) 948-3895

TTY 711

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*Making Conservation
a California Way of Life.*

November 1, 2023

Shannon Hansen
Public Works Director
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

Dear Director Hansen:

Please see the attached amendment to the Electrical Facilities and Cost Shared Agreement between Mariposa County and the California Department of Transportation (Caltrans), District 10. This amendment reflects corrections of the numbering of the In-Roadway Warning Lights on the attached "Exhibit A" on State Route 140 and 4th, 5th, 6th, 7th, 8th, 11th & 12th Streets. This change has been made for inventory purposes, and the share cost will remain as stipulated on the original "Exhibit A".

Should Mariposa County agree with the changes, please follow the steps below:

- Remove original "Exhibit A" from your original Agreement
- Replace it with the attached amended "Exhibit A"
- Please sign on the signature line (see page 2)
- **Return the original copy** of this letter with your signature, along with original "Exhibit A", to the attention of **Rachel Ambriz, Signal and Lighting Coordinator** (self-addressed envelope enclosed)
- Please retain a copy of this letter reflecting your agreement/signature, and a copy of the amended "Exhibit A".

Ms. Shannon Hansen
November 1, 2023
Page 2

Please contact Michael Crites at (209) 986-1741 or Rachel Ambriz (209) 986-9716 with any questions you may have.

Sincerely,


Tanya Sanguinetti (Nov 14, 2023 10:01 PST)

TANYA SANGUINETTI
Acting Deputy District Director
Maintenance
District 10

Attachment:
(1) "Exhibit A"

Approved by:

SHANNON HANSEN
County Public Works Director

c: Jon Bevan, Region Maintenance Manager II, Caltrans
Chris Baker, Region Maintenance Manager II, Caltrans
Patrick Bayona, Electrical Superintendent, Caltrans
Daniel Texeira, Electrical Supervisor, Caltrans
Rachel Ambriz, Signal & Lighting Coordinator, Caltrans
Michael Crites, Signal & Lighting Coordinator, Caltrans

EXHIBIT "A"
ELECTRICAL FACILITIES AND COST SHARING AGREEMENT
COST APPORTIONMENT
Caltrans and Mariposa County
Effective
May 21, 2019

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

Utility Cost Distribution

No.	State Route	Post Mile	Location Description	Type of facility		Type Code	Units	Energy Cost Distribution	
								State	County
1	49	12.140	RTE 49 & DARRAH ROAD	01214A	137W	L	0.4	50%	50%
				01214B	137W	L	0.4	50%	50%
2	140	21.258	RTE 140 & 4TH, & 5TH STREET IN ROADWAY WARNING LIGHTING & DECORATIVE LIGHTING-100% OWNED & OPERATED BY COUNTY	EE004	Flasher	F	NA	0%	100%
				EE005	Flasher	F	NA	0%	100%
				02126A	15W	L	0.1	0%	100%
				02126B	165W	L	0.4	0%	100%
				02126C	15W	L	0.1	0%	100%
				02126D	15W	L	0.1	0%	100%
				02126E	15W	L	0.1	0%	100%
				02126F	15W	L	0.1	0%	100%
3	140	21.440	RTE 140 & 6TH & 7TH STREET IN ROADWAY WARNING LIGHTING & DECORATIVE LIGHTING-100% OWNED & OPERATED BY COUNTY	EE006	Flasher	F	NA	0%	100%
				EE007	Flasher	F	NA	0%	100%
				02144A	15W	L	0.1	0%	100%
				02144B	15W	L	0.1	0%	100%
				02144C	15W	L	0.1	0%	100%
				02144D	15W	L	0.1	0%	100%
				02144E	15W	L	0.1	0%	100%
				02144F	15W	L	0.1	0%	100%
4	140	21.580	RTE 140 & 8TH STREET IN ROADWAY WARNING LIGHTING & HIGHWAY LIGHTING	EE008	Flasher	F	NA	50%	50%
				02158A	165W	L	0.4	50%	50%
				02158B	165W	L	0.4	50%	50%
5	140	21.800	RTE 140 & 11TH & 12TH STREET IN ROADWAY WARNING LIGHTING & HIGHWAY LIGHTING	EE009	Flasher	F	NA	50%	50%
				EE010	Flasher	F	NA	50%	50%
				02180A	165W	L	0.4	50%	50%
				02180B	165W	L	0.4	50%	50%
				02180C	165W	L	0.4	50%	50%
				02180D	165W	L	0.4	50%	50%

Maintenance Cost Distribution

No.	State Route	Post Mile	Location Description	Type of facility		Type Code	Units	Maintenance Cost Distribution	
								State	County
1	49	12.140	RTE 49 & DARRAH ROAD	01214A	137W	L	0.4	50%	50%
				01214B	137W	L	0.4	50%	50%
2	140	21.258	RTE 140 & 4TH, & 5TH STREET IN ROADWAY WARNING LIGHTING & DECORATIVE LIGHTING-100% OWNED & OPERATED BY COUNTY	EE004	Flasher	F	NA	0%	100%
				EE005	Flasher	F	NA	0%	100%
				02126A	15W	L	0.1	0%	100%
				02126B	165W	L	0.4	100%	0%
				02126C	15W	L	0.1	0%	100%
				02126D	15W	L	0.1	0%	100%
				02126E	15W	L	0.1	0%	100%
				02126F	15W	L	0.1	0%	100%
3	140	21.440	RTE 140 & 6TH & 7TH STREET IN ROADWAY WARNING LIGHTING & DECORATIVE LIGHTING-100% OWNED & OPERATED BY COUNTY	EE006	Flasher	F	NA	0%	100%
				EE007	Flasher	F	NA	0%	100%
				02144A	15W	L	0.1	0%	100%
				02144B	15W	L	0.1	0%	100%
				02144C	15W	L	0.1	0%	100%
				02144D	15W	L	0.1	0%	100%
				02144E	15W	L	0.1	0%	100%
				02144F	15W	L	0.1	0%	100%
4	140	21.580	RTE 140 & 8TH STREET IN ROADWAY WARNING LIGHTING & HIGHWAY LIGHTING	EE008	Flasher	F	NA	0%	100%
				02158A	165W	L	0.4	50%	50%
				02158B	165W	L	0.4	50%	50%
5	140	21.800	RTE 140 & 11TH & 12TH STREET IN ROADWAY WARNING LIGHTING & HIGHWAY LIGHTING	EE009	Flasher	F	NA	0%	100%
				EE010	Flasher	F	NA	0%	100%
				02180A	165W	L	0.4	50%	50%
				02180B	165W	L	0.4	50%	50%
				02180C	165W	L	0.4	50%	50%
				02180D	165W	L	0.4	50%	50%

Signature: 

Email: jose.alicea@dot.ca.gov

Signature: 
Tanya Sanguinetti (Nov 12, 2023 21:18 PST)

Email: s152104@dot.ca.gov



MARIPOSA COUNTY

Public Works • 209 966 5356



RESOLUTION - ACTION REQUESTED 2017-582

MEETING: August 22, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Share Energy Costs for Lighting at Rte 49 and Darrah Rd.

RECOMMENDATION AND JUSTIFICATION: Approve an Agreement Between Caltrans and Mariposa County to Share Electrical Costs for Lighting at the intersection of Route 49 at Darrah Road; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In general, these are routine agreements used across the State to share electrical costs at locations where State Highways and Local Roads intersect and mutually benefit either for lighting or traffic signals. Per the agreement these costs will be shared equally between the parties on a 50% basis.

Sufficient funding is available within the existing Roads Division Budget to fund these costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board traditionally has passed mutual benefit agreements with the State on issues such as this.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Could lead to the removal of the fixture which could result in a less safe traffic condition.

FINANCIAL IMPACT:

Roads has sufficient funding in their annual budget to fund this cost.

ATTACHMENTS:

Electrical cost share agmt Caltrans (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DISTRICT 10 DIRECTOR

P.O. BOX 2048, STOCKTON, CA 95201

(1976 E. DR. MARTIN LUTHER KING JR. BOULEVARD 95205)

PHONE (209) 948-7943

FAX (209) 948-3670

TTY 711

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*Making Conservation
a California Way of Life.*

February 23, 2018

Mr. Mike Healy
Public Works Director
Mariposa County
4639 Ben Hur Road
Mariposa, Ca 95338

Dear Mr. Healy:

Enclosed is your copy of the fully executed Agreement for Sharing Costs of State Highway Electrical Facilities between Mariposa County and the California Department of Transportation (Caltrans), D-10. Please provide copies for your Accounting/Finance Department. Should you have questions, please contact Ms. Becky Hawkes at (209) 948-7357.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Jordan", is located below the word "Sincerely,".

SAMUEL JORDAN
Deputy District Director
Maintenance and Operations

Attachment:

- (1) Shared Electrical Agreement
- (2) "Exhibit A"

- c: Jon Bevan, Regional Maintenance Manager, Caltrans
John Miller, Acting Assistant Regional Manager, Caltrans
Patrick Bayona, Electrical Area Superintendent, Caltrans
Michael Crites, Electrical Area Supervisor, Caltrans
Becky Hawkes, Signals & Lighting Coordinator, Caltrans

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH COUNTY OF MARIPOSA**

THIS AGREEMENT is made effective this 1st day of March, ²⁰¹⁸~~2017~~, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of Mariposa, hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES"

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the COUNTY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any COUNTY street/road shall be shared as shown in Exhibit "A".

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:

1.1. It is agreed that monthly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:

1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

1.1.2. Electrical energy

1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter. Costs are as follows:

1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

1.2.2. Electrical energy

1.3. It is agreed that quarterly billings invoiced to COUNTY for STATE-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill COUNTY quarterly in arrears for any COUNTY share of electrical facilities expenses shown in Exhibit "A".

2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.
3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by COUNTY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

4.2. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the COUNTY.

4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

5. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.
6. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF MARIPOSA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
MARSHALL LONG
County Board of Supervisors Chairman

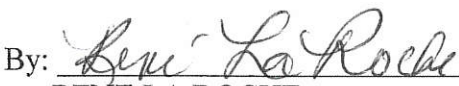
MALCOLM DOUGHERTY
Director of Transportation

Initiated and Approved

By: 
MIKE HEALY
County Public Works Director

By: 
SAMUEL JORDAN
Deputy District Director, ~~Acting~~
Maintenance and Operations

ATTEST:

By: 
RENE LA ROCHE
Clerk of the Board

As to Form and Procedure:

By: 
STEVEN W. DALHEM
County Council

By: _____
Attorney
Department of Transportation

No.	State Route	Post Mile	Location Description	Type of facility		Type Code	Units	Cost Distribution	
								State	County
1	49	12.14	Rte 49 & Darrah Road	01214A	137W	L	0.4	50%	50%
				01214B	137W	L	0.4	50%	50%



MARIPOSA COUNTY

Public Works • 209 966 5356



RESOLUTION - ACTION REQUESTED 2019-273

MEETING: May 21, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Electrical Lighting Shared Cost Agreement with Caltrans

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Caltrans Detailing Responsibility for Electricity Costs Associated with In-Pavement Crosswalk and Street Lighting Associated with the Highway 140 Project from 4Th Street to 12Th Street and Intersection Lighting at Highway 49 at Darrah Road; and Authorize the Board of Supervisors Chair to sign the Agreement Upon Approval of County Counsel as to Form.

This agreement will assign cost liability both to Caltrans and the County for utility costs associated with the Highway 140 Pedestrian Safety Enhancement Project as well as the shared cost associated with Intersection Lighting Project at Highway 49 and Darrah Road. Utility costs associated with these improvements will be small given the installation of LED Products and will greatly improve Pedestrian Safety throughout the Mariposa Central Business District. The Intersection light already installed has already proven to popular safety addition according to the many resident calls that Public Works has received.

Also covered under this agreement are the costs of as required maintenance, and electrical consumption costs associated with the planned decorative lighting contained in the Highway 140 Project between 4th Street and 12th Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved cost assignment agreement of this type with Caltrans in the past when it provides traffic safety benefits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Caltrans could determine that without a local cost sharing partner that these lighting projects may not be worth their long term investment and cancel projects of this type where shared safety benefits are realized.

FINANCIAL IMPACT:

Financial impact for these traffic safety improvements will be minimal given that LED products will be used. Street lighting throughout the Central Business

Resolution - Action Requested 2019-273

District will be borne by the Downtown Lighting District with other location costs coming from appropriated Road Funds.

ATTACHMENTS:

ECS Mariposa Cnty 050919 (DOCX)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Kevin Cann, District IV Supervisor

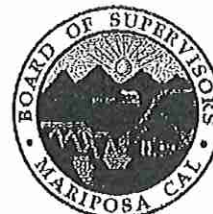
SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey



MARIPOSA COUNTY

Public Works • 209 966 5356



RESOLUTION - ACTION REQUESTED 2019-543

MEETING: September 17, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Revised Shared Electrical Agreement with Caltrans for the In-Roadway Lighting Project

RECOMMENDATION AND JUSTIFICATION:

Approve Amendment with Caltrans for the Shared Electrical In-Roadway Pedestrian Lighting Project; and Authorize the Director, Public Works & Transportation to Sign the Amendment .

The County and Caltrans entered into an agreement to share the electrical costs associated with Street Lighting and County requested improvements adding Warning Flashers and improved Pedestrian Crossing at crosswalks in association with the Caltrans 140 Corridor Improvement Project. These lighting fixtures are all of LED technology and as such the electrical consumption is minimal.

Where the County requested specific improvements to the Caltrans Project such as Historic Light Fixtures the County is responsible for 100% of the cost.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has traditionally entered into these agreements to improve pedestrian and roadway lighting safety.

Board resolution 2019-273 approved the original agreement being amended with this resolution. The financial impact for the original resolution was cut and pasted into this one.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved Caltrans will not move forward with these improvements.

FINANCIAL IMPACT:

Financial impact for these traffic safety improvements will be minimal given that LED products will be used. Street lighting costs throughout the Central Business District will be borne by the Downtown Lighting District with other location costs coming from appropriated Road Funds.

ATTACHMENTS:

Resolution - Action Requested 2019-543

Revised Exhibit A Caltrans County Lighting Project HWY 140 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DISTRICT 10 DIRECTOR
P.O. BOX 2048, STOCKTON, CA 95201
(1976 E. DR. MARTIN LUTHER KING JR. BOULEVARD 95205)
PHONE (209) 948-7943
FAX (209) 948-3895
TTY 711
www.dot.ca.gov

RES. NO. 19-543

Making Conservation
a California Way of Life.

August 5, 2019



Mike Healy
Public Works Director
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

Dear Director Healy:

Please see the attached amendment to the Shared Electrical Agreement between Mariposa County and the California Department of Transportation (Caltrans), District 10. This amendment reflects corrections of the numbering of the In-Roadway Warning Lights on the attached "Exhibit A" on State Route 140 and 4th, 5th, 6th, 7th, 8th, 11th & 12th Streets. This change has been made for inventory purposes, and the share will remain as stipulated on the original "Exhibit A".

Should Mariposa County agree with the changes, please follow the steps below:

- o Remove original "Exhibit A" from your original Agreement
- o Replace it with the attached amended "Exhibit A"
- o Please Sign on the signature line (see page 2)
- o **Return the original copy** of this letter with your signature, along with original "Exhibit A", to the attention of **Becky Hawkes, Signal and Lighting Coordinator** (self-addressed envelope enclosed)
- o Please retain a copy of this letter reflecting your agreement/signature, and a copy of the amended "Exhibit A".

Mr. Mike Healy
August 2, 2019
Page 2

Please contact Ms. Hawkes at (209) 948-7357 with any questions you may have.

Sincerely,



SAMUEL JORDAN
Deputy District Director
Maintenance

Attachment:
(1) "Exhibit A"

Approved by:



MIKE HEALY
County Public Works Director

APPROVED AS TO FORM:



STEVEN W. DAHLEM
COUNTY COUNSEL

c: Jon Bevan, Region Maintenance Manager II, Caltrans
Charly Modrell, Region Maintenance Manager II, Caltrans
Patrick Bayona, Electrical Superintendent, Caltrans
Michael Crites, Electrical Supervisor, Caltrans
Becky Hawkes, Signal & Lighting Coordinator, Caltrans

EXHIBIT "A"
TRAFFIC SIGNAL AND LIGHTING AGREEMENT
Caltrans and Mariposa
Effective
August 1, 2019

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

No.	State Route	Post Mile	Location Description	Type of facility		Type Code	Units	Cost Distribution	
								State	County
1.	49	12.140	RTE 49 & DARRAH ROAD	01214A	137W	L	0.4	50%	50%
				01214B	137W	L	0.4	50%	50%
2	140	21.258	RTE 140 & 4TH, & 5 TH STREET IN ROADWAY WARNING LIGHTING & DECORATIVE LIGHTING-100% OWNED & OPERATED BY COUNTY	EE004	Flasher	F	NA	0%	100%
				EE005	Flasher	F	NA	0%	100%
				02126A	165W	L	0.1	50%	50%
				02126B	15W	L	0.1	0%	100%
				02126C	15W	L	0.1	0%	100%
				02126D	15W	L	0.1	0%	100%
				02126E	15W	L	0.1	0%	100%
3	140	21.440	RTE 140 & 6TH & 7TH STREET IN ROADWAY WARNING LIGHTING & DECORATIVE LIGHTING-100% OWNED & OPERATED BY COUNTY	EE006	Flasher	F	NA	0%	100%
				EE007	Flasher	F	NA	0%	100%
				02144A	15W	L	0.1	0%	100%
				02144B	15W	L	0.1	0%	100%
				02144C	15W	L	0.1	0%	100%
				02144D	15W	L	0.1	0%	100%
4	140	21.580	RTE 140 & 8TH STREET HIGHWAY LIGHTING & IN ROADWAY WARNING LIGHTING	EE008	Flasher	F	NA	0%	100%
				02158A	165W	L	0.4	50%	50%
				02158B	165W	L	0.4	50%	50%
5	140	21.800	RTE 140 & 11TH & 12 TH STREET HIGHWAY LIGHTING & IN ROADWAY WARNING LIGHTING	EE009	Flasher	F	NA	0%	100%
				EE010	Flasher	F	NA	0%	100%
				02180A	165W	L	0.4	50%	50%
				02180B	165W	L	0.4	50%	50%
				02180C	165W	L	0.4	50%	50%
				02180D	165W	L	0.4	50%	50%



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-437

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206.00 for the Annual Trunk or Treat Event to be Held on October 31, 2024, from 4:30 PM to 7:30 PM

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$206.00 for the Annual Trunk or Treat Event to be Held on October 31, 2024, from 4:30 PM to 7:30 PM.

The event will be held at the Mariposa Safe Families building, located on 8th and Bullion Streets, and Jones Street between 7th and 8th Streets will be closed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the 10th annual Trunk or Treat event, which provides a safe environment for families and has been very successful in the past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the event will not take place in town.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Chamber Proof of Liability 5-1-24
2. Flyer 24
3. Trunk or Treat Encroachment Permit24
4. BOS Letter_Mariposa Safe Families Trunk or Treat Event
5. Mariposa Trunk or Treat Road Closure Map
6. Trunk or Treat - Assemblage Permit
7. COI Mariposa Safe Families_Mariposa County_2024_2025

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso

AYES:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Jeff Shaw Farmers Insurance PO Box 1903 Mariposa CA 95338	CONTACT NAME: Jeff Shaw PHONE (A/C, No, Ext): 209-742-6660 E-MAIL ADDRESS: jshaw@farmersagent.com FAX (A/C, No): 209-966-4940
INSURED Mariposa County Chamber of Commerce PO Box 425 Mariposa CA 95338	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: Mid-Century Insurance Company 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	☒	☐	NBP1559291D	12/21/2023	12/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0	☐ OCCUR ☐ CLAIMS-MADE	☒	☐	CUP1562413D	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	☐	A09599247	05/01/2024	05/01/2025	WC STATUTORY LIMITS OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General and Auto Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of provisions, conditions, and exclusions.

CERTIFICATE HOLDER County of Mariposa 5100 Bullion St Mariposa CA 95338	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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**NEW
LOCATION!!!**

**CANDY
DONATIONS
ACCEPTED!**

11TH ANNUAL TRUNK OR TREAT



**THURSDAY OCTOBER 31, 2024 FROM
4:30PM - 7:30PM**

AT MARIPOSA SAFE FAMILIES BLOCK!



(5070 BULLION ST IN THE TOWN OF MARIPOSA)

**CANDY DONATIONS ACCEPTED AT THE MSF OFFICE
AT 5070 BULLION ST.**

**VOTE FOR BEST
TRUNK!**



**FOR MORE INFORMATION OR TO SIGN UP FOR
A TRUNK PLEASE CONTACT: 209-966-2211 OR
EMAIL: BCOBURN@MARIPOSASAFEFAMILIES.ORG**



COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 09/24/2024

Building Permit #: _____

APPLICANT: Mariposa Safe Families, Inc.

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) 8th Street/Jones Street to 7th/Jones Street AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY ☒ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT 10/31/2024
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☐ OTHER (EXPLAIN BELOW)

Mariposa Safe Families sponsors the Annual Trunk~or~Treat event in the town of Mariposa. The event will be held on Jones Street from 8th/Jones to 7th Jones and on MSF property at 5067 Jones Street.

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

Request to close Jones Street from 8th/Jones to 7th/Jones, due to new location of Trunk or Treat event. **the event is NOT being held at the Mariposa Courthouse.

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

4. **ASSESSOR'S PARCEL NUMBER:** Please see attached map.

5. ADDRESS OF PARCEL: _____

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

PERMIT NO.: _____

OWNERS NAME: _____

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Megan Atkinson

PHONE NUMBER:

SIGNATURE OF APPLICANT: W. J. Allen
MAILING ADDRESS: PO Box 545, Mariposa California 95338

MAILING ADDRESS: PO Box 545, Mariposa California 95338

(209) 966-2211



September 20, 2024

Mariposa County Board of Supervisors
PO Box 784
5100 Bullion Street
Mariposa, California 95338

Subject: Mariposa Safe Families Trunk or Treat Request for fee waiver and sponsorship

Mariposa Safe Families (MSF) respectfully requests that the Mariposa County Board of Supervisors (BOS) grant permission for MSF to host our 11th annual Trunk or Treat event on October 31, 2024. MSF further request that the BOS provide County sponsorship of the event including a fee waiver and insurance coverage in conjunction with MSF insurance policy. The Trunk or Treat event is a family-oriented event which the Mariposa community greatly enjoys and appreciates. Our MSF Team works hard to put this event on annually for Mariposa families. This event also brings together community-based organizations and agencies who take part in the event by sponsoring a trunk! This event unifies the community with an opportunity to celebrate. MSF will be welcoming our partner agencies, organizations, and community groups to the Trunk or Treat as we provide a safe, local place for families and children to enjoy trick or treating.

The schedule for Trunk or Treat 2024 is as follows:

- 3:15pm – MSF Team on site to begin set up and preparation of the event.
- 3:30pm – Participants arrive to start setting up trunks.
- 4:30pm-7:30pm – Trunk or Treat event begins and goes until 7:30pm. Parents/guardians and children are allowed to walk through the trunks and trick or treat.
- 7:30pm – Events ends.

I have attached the permits and applications for Public Works and other appropriate agencies to utilize should the Board of Supervisors grant permission. We very much appreciate your support and collaboration on this event!

Respectfully,

Megan M. Atkinson @

Megan Atkinson, Executive Director
Mariposa Safe Families, Inc.
Mariposa County Child Abuse Prevention Council
Email: matkinson@mariposasafefamilies.org

TRUNK OR TREAT ROAD CLOSURE

 Legend

ROAD CLOSURE



Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: 09/20/2024

Scheduled Date of Event: 10/31/2024 Time: 4:30pm-7:30pm

Exact Location of Each Activity: At Mariposa Safe Families property located at 5067 Jones St. and along Jones Street from 8th/Jones to 7th/Jones.

Number Of People Attending, (Reasonable Estimate): 1,500-2,000

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

The Mariposa Trunk or Treat event welcomes 25 plus trunks annually, providing a safe and fun location for families to trick or treat. Each trunk passes out candy/treats to trick or treaters and some trunks are interactive. Trunk participants include the Mariposa Sheriff's Office, Mariposa Probation, Mariposa Health and Human Services, Cal Fire, MCUSD, and many more! Due to outgrowing the Mariposa Courthouse location, we have moved the location of the event to the Jones Street location.

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? Yes

If Yes, Please Give Details. Food trucks will be on site and candy/treats will be provided to trick or treaters.

Please List Mode, Extent, And Nature of Advertising: Newspaper, social media, word of mouth, flyers

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. Megan Atkinson, Mariposa Safe Families, 5070 Bullion St. MPSA (209) 347-1476
2. Becky Coburn, Mariposa Safe Families, 5070 Bullion St., MPSA (209) 347-1474
3. Donna Santi Mariposa Safe Families - 5070 Bullion St., MPSA (209) 347-1475
4.
5.
6.

If more space is needed, please attach on a separate page.

Phone Number: _____



**NEW
LOCATION!!!**

**CANDY
DONATIONS
ACCEPTED!**



11TH ANNUAL TRUNK OR TREAT



**THURSDAY OCTOBER 31, 2024 FROM
4:30PM - 7:30PM**

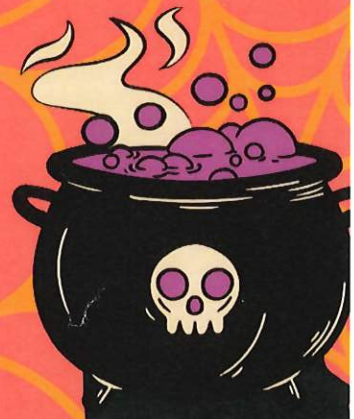
AT MARIPOSA SAFE FAMILIES BLOCK!



(ENTRANCE IS AT THE CORNER OF 8TH AND JONES STREET!)

**CANDY DONATIONS ACCEPTED AT THE MSF OFFICE
AT 5070 BULLION ST.**

**VOTE FOR BEST
TRUNK!**



**FOR MORE INFORMATION OR TO SIGN UP FOR
A TRUNK PLEASE CONTACT: 209-966-2211 OR
EMAIL: BCOBURN@MARIPOSASAFEFAMILIES.ORG**

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



September 30, 2024

File No.: 455.15326.A16737 11th Annual Trunk or Treat

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the 11th Annual Trunk or Treat. This event is scheduled for October 31, 2024, from 4:30 p.m. to 7:30 p.m. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

 #BO18
FOR PEIRSOL

G. PEIRSOL, Lieutenant
Mariposa Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 E-MAIL: certificates@mindfulins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : x_NIAC -Nonprofits Insurance Alliance of CA INSURER B : Nonprofits Insurance Alliance INSURER C : INSURER D : INSURER E : INSURER F : NAIC # AMB#011845 M Best #011845
INSURED Mariposa Safe Families, Inc. P.O. Box 545 4983 8th Street Mariposa CA 95338	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		2024-15147	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			2024-15147	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE		2023-15147-UMB	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			2024-15147-DO-NPO	1/1/2024	1/1/2025	Limit: \$1,000,000 / 2,000,000
A	Improper Sexual Conduct and Physical Abuse			2024-15147	1/1/2024	1/1/2025	Limit: \$1,000,000 / 2,000,000

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

County of Mariposa is additional insured per policy wording attached.
This Policy '2024-15147' has Other Coverage 'Social Service Professional' With Limit '1,000,000 / 1,000,000'. Carrier: 'NIAC -Nonprofits Insurance Alliance of CA', Effective Date: '01/01/2024', Expiration Date: '01/01/2025'.
This Policy '2024-15147' has Other Coverage 'Social Service Professional' With Limit '1,000,000 / 1,000,000'. Carrier: 'NIAC -Nonprofits Insurance Alliance of CA', Effective Date: '01/01/2024', Expiration Date: '01/01/2025'.

CERTIFICATE HOLDER**CANCELLATION**

County of Mariposa 5100 Bullion St Mariposa CA 95338	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 2024-438

MEETING: October 8, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Mark Thomas and Company, Inc. for Design of the Fournier Road Improvement Project in an Amount Not to Exceed \$878,866.38; Approve Budget Action Transferring Funds from the Housing Trust Fund to a Capital Improvement Fund to Cover the Required 20% Local Match (\$175,773); and Authorize the Board Supervisors Chair to Sign the Agreement (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mark Thomas and Company, Inc. for Design of the Fournier Road Improvement Project in an Amount Not to Exceed \$878,866.38; Approve Budget Action Transferring Funds from the Housing Trust Fund to a Capital Improvement Fund to Cover the Required 20% Local Match (\$175,773); and Authorize the Board Supervisors Chair to Sign the Agreement (4/5ths Vote Required).

On May 13, 2024, the Public Works Department (PWD) released an RFP for the Fournier Road Improvement Project. The design will include roadway and sidewalk improvements on Fournier Road between Antone Road and Joe Howard Street and a bridge across Mariposa Creek at the Creekside Terrace Apartments.

On June 11, 2024, PWD received four qualified, responsible proposals from:

Dokken Engineering
Mark Thomas
Provost & Pritchard
Psomas

Mark Thomas was the most qualified consultant with a cost estimate that fit within the project budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 1, 2023 the Board approved an Application to the Local Transportation Climate Adaptation Program (LTCAP) Program for the Fournier Road Improvement Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the failure to take action will delay the construction of the Fournier Road Improvement Project. These improvements are critical for connecting to the southern segment of the

Creek Parkway Phase IV and will enable the development of the community resilience hub and additional housing.

FINANCIAL IMPACT

The State grant amount is \$7,820,000. There is a 20% local match requirement. The Mark Thomas & Company, Inc. contract is \$878,866.38 for PA&ED, PS&E, and ROW phases. The local match comes from the Housing Trust Fund.

ATTACHMENTS

1. **Agreement_ Mark Thomas**
2. **Budget Action Form - Fournier Rd**

VOTE RESULT

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

AGREEMENT FOR ENGINEERING DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mark Thomas and Company, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or December 31, 2030 whichever is earlier.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$878,866.38 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. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. 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) Except for Professional Liability, 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

With all matters related to Design Professional Services as defined by California Civil Code 2782.8, to the fullest extent permitted by law, Contractor shall release, hold harmless, and indemnify, but not defend, County, its officers, and employees against any and all applicable claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the negligence or willful misconduct of County. Contractor has no obligation to provide an immediate defense or to pay for any of the indemnities defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's final determined percentage of liability based upon the comparative fault of Contractor.

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:

Mark Thomas and Company, Inc.
7571 N. Remington Road, Ste 102
Fresno, CA 93711

COUNTY:

County Engineer
County of Mariposa
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 14 day 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 14 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 Work." 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.

In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and Contractor fees and costs.

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed in accordance with generally accepted professional practices and standards consistent with but limited to that degree of skill and care ordinarily used by other members of Contractor's profession practicing in the same or similar locality and under similar circumstances 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. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with contractor's services except that the services will be performed consistent with the standard of care stipulated herein.

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.

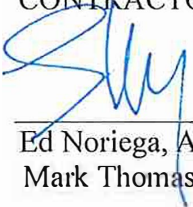
If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or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



Ed Noriega, Associate Principal
Mark Thomas and Company, Inc.

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

SCOPE OF WORK



The Mark Thomas Team prepared this scope of work and resulting fee anticipating that Caltrans will require a number of environmental technical studies as well as the potential for constructing retaining walls. During preliminary engineering studies we will be able to determine if these items will be needed for the project.

PART 1. DESIGN AND DEVELOPMENT TASKS

TASK 1. PROJECT MANAGEMENT/COORDINATION

Task 1.1. Project Development Team Meetings

Mark Thomas, with input from the County, will establish Project Development Team (PDT) meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one project kick-off and four County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

Task 1.2. Client/Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.3. Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 18 monthly progress reports.

Task 1.4. Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

TASK DELIVERABLES

- Agenda and Minutes for each PDT meeting (5 total)
- Monthly Project Summary (18 Total)

TASK 2. SURVEYS/MAPPING

Task 2.1. Data Gathering/Review

NorthStar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at the County to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and County surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Task 2.2. Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.

All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the existing roadway corridors, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- » Existing pavement and utilities located within the project limits
- » Existing pavement profile
- » Existing ground elevations
- » Drainage features, as necessary, within the project limits
- » Physical improvements located within the project limits
- » Visible utilities located within the project limits
- » Wet utility inverts where accessible
- » Existing road crossings and intersections
- » Lines of occupation including fences, structures, and apparent encroachments
- » Trees (6" or larger)/Limits of tree clusters
- » Utility paint marks painted by USA
- » Structures
- » Existing Creek Cross Sections - Including 100' cross sections on both sides of the bridge for up to 500' up and down stream. It is assumed all in-channel surveys will be completed when the river is dry.
- » Provide one (1) additional day of topographic survey to collect miscellaneous items and potholes.

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 2.3. ROW Retracement Surveys

NSE will perform an ownership boundary retracement survey. We will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the rights-of-way and centerlines.

Task 2.4. Prepare Landnet/ Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

TASK DELIVERABLES 2.1-2.4

- Digital Terrain Model, topographic mapping, project control sheet, and Land Net Drawing (AutoCad 2020) submitted through file transfer.

Task 2.5. Ground Penetrating Radar

Mark Thomas will conduct the Ground Penetrating Radar (GPR) data collection using the LMF200 to identify and map any underground obstructions that could potentially interfere with the road widening project. Mark Thomas will collaborate with a geophysicist from EMI to analyze and interpret the collected GPR.

TASK 3. FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH

Task 3.1. Preliminary Foundation Report

EMI will prepare a Preliminary Foundation Report to provide preliminary geotechnical recommendations for the bridge, to assist structural designers in the Type Selection process. This PFR will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

Task 3.2. Geotechnical Investigation

Caltrans/AASHTO recommends a soil boring at each bridge support locations where substructure width is less than 100 feet; minimum of two borings are required per location where substructure width is greater than 100 feet. Based on this, EMI's geotechnical field investigations plan is presented in Table 1. The proposed approximate boring depths will be raised if refusal is encountered. Data obtained from some boreholes will be used for multiple design elements. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Table 1. Proposed Soil Boring Information

DESIGN ELEMENT	PROPOSED NUMBER OF BORINGS	APPROXIMATE PROPOSED DEPTH (FEET)
Bridge	2	70
Roadway Improvements	2	5 – 10

EMI will prepare a boring location plan and this plan will be used to secure encroachment permits from the County of Mariposa. Any other permits, if required, will be secured by others.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Task 3.2.1. Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, Atterberg Limits, direct shear, UU triaxial, rock UC, consolidation, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Task 3.2.2. Geotechnical Engineering Analysis

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.

- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural sections in accordance with the Caltrans method.

Task 3.2.3. Foundation Report Preparation

EMI will prepare a Foundation Report to provide all the geotechnical design and construction recommendations for the project. The Foundation Report will include recommendations for bridge and pavement structural sections. EMI will address any comments resulting from the County review and prepare a final Foundation Report.

Task 3.2.4. GPR Review Memo

EMI will review the GPR results provided by MT, and prepare a short memorandum to provide our input on potential of remains in the scanned area and recommendations on if any retaining walls are needed to avoid any potential remains.

TASK DELIVERABLES

- Preliminary Foundation Report
- Draft and Final Foundation Report

TASK 4. UTILITY COORDINATION

Task 4.1. Utility Coordination

Mark Thomas staff will provide utility coordination and mapping services. Utility coordination services will be conducted in general conformance with Caltrans' Local Assistance and Utility Relocation Manuals. The Mark Thomas team will follow the Utility A-B-C process:

Task 4.1.1. Utility A Letters

The Utility "A" Letters will be sent to utility companies and irrigation districts determined to be in the area by a USA North search. The purpose of these letters will be to request updated utility mapping and asbuilts from the utility companies.

Once the 30% design is complete, a utility kickoff meeting is held with the utility companies to discuss project impacts. At the meeting, a preferred approach is recommended to the utility companies and a consensus is reached regarding various items including clear recover zone requirements, and vertical clearance requirements over underground utilities.

Task 4.1.2. Potholing

Physical potholes may be necessary to confirm horizontal and vertical location of utilities. Mark Thomas will secure pothole services to perform the work. 20 potholes at \$2,000 each are assumed for budgeting purposes. NSE will perform a field survey to collect points for the potholes excavated. The information will include the reference points provided by the pothole firm to locate the existing utilities. If additional potholes are needed Mark Thomas will seek approval from the County prior to proceeding.

Task 4.1.3. Utility B Letters/ Conflict Mapping

Letter is issued to the utility companies with 60% plans that show utility impacts. The utility companies are instructed to begin relocation plans at this time. Frequent follow ups with utility companies are required from this point forward.

Task 4.1.4. Utility C Letters

Once utility relocation plans are received and approved from the utility companies, the notice to owner letter authorizes the company to relocate their utilities. Right of way acquisition must be cleared for this letter to be issued. It is assumed that all utilities are within the roadway easement and that there will not be any utility agreements coordinated for this project.

TASK DELIVERABLES

- Utility A, B, and C Letters for County Signature
- Pothole data: Location, field sketch, and elevations (Assumed 20 potholes)

TASK 5. ENVIRONMENTAL PERMITTING

Task 5.1. Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the project team to schedule a virtual PDT meeting. The intent of the PDT meeting is to clarify and confirm the details of the Scope of the CEQA and NEPA documents, including the specific technical analyses and documentation, as needed, per the Caltrans Standard Environmental Reference (SER). FCS will also obtain copies of the project plans and other relevant information and identify key points of contact. FCS will review relevant background documents to ensure project understanding.

As part of the project initiation, FCS will also perform a California Historical Resources Information System (CHRIS) record searches and field surveys to jump-start the environmental analysis, as there is often a backlog with the Central California Information Center (CCIC). Several of our archaeological and biological technical staff, as well as environmental analysts will perform a site visit in support of this initial task, as described more fully in Task 5.4, below.

Task 5.2. Comprehensive Project Description, Purpose and Need

FCS will work with Mark Thomas to prepare a comprehensive Project Description and statement of Purpose and Need, for review and approval by the County and Caltrans. This Project Description will inform the technical analyses and ensure consistent project details across separate documents.

The Project Description will include a clear explanation of the development components of the proposed project, the project purpose and need, a description of the construction and operational activities associated with the proposed project, confirmation of the limits of disturbance including construction easements and laydown areas, confirmation of the Area of Potential Effect (APE) and will use graphics and tables to clearly convey relevant information, as necessary.

The draft Project Description, Purpose and Need statements will be submitted to the County and Caltrans for review and approval prior to the development of the technical studies and Administrative Draft CEQA document. It is assumed that the County and Caltrans will coordinate their review and will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the draft Project Description within two weeks of submittal.

The approved Project Description will form the basis for evaluating the proposed project in the CEQA and NEPA documents. Changes to the Project Description made after the County and Caltrans have issued their approval may require a Change Order and may extend the project schedule.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Draft Project Description in Word format to the County of Mariposa.
- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Final Draft Project Description in Word format to the County of Mariposa.

Task 5.3. Preliminary Environmental Study (PES)

FCS will complete a preliminary environmental study (PES) form pursuant to the Caltrans Local Assistance Procedure Manual (LAPM). The PES will be provided to the County for review and submittal to Caltrans District 10 Office of Local Assistance. This scope assumes that the information in the PES form will be based on preliminary research prepared for the project and will indicate that a Categorical Exclusion will be prepared with supporting technical studies, as described in the tasks below. Exhibits will be prepared to support the information presented in the PES.

TASK DELIVERABLES

- Electronic version (via email or Dropbox link) of the Draft Preliminary Environmental Study in PDF format.

Task 5.4. Technical Analysis

Task 5.4.1. Air Quality and Greenhouse Gas Report

FCS will prepare a technical memorandum that analyzes potential impacts to satisfy both CEQA and NEPA analysis requirements. This scope assumes that the project would not substantially alter horizontally, or vertically, existing roadway alignments and would therefore qualify as a Type III project.

FCS will review San Joaquin Valley Air Pollution Control District (SJVAPCD) permitting regulations and consult with SJVAPCD staff to determine permitting requirements that will be identified in the Air Quality and Greenhouse Gas analysis. In addition, FCS will complete a comprehensive air quality analysis in accordance with Guidance from Caltrans and the SJVAPCD. The air quality/greenhouse gas report will describe the existing environmental conditions and regulatory framework. Project components that avoid or reduce the proposed project's air-related impacts will be identified, as well as goals, policies, or other actions or documents by the County related to air quality.

The analysis will evaluate both localized and regional short-term (construction) and long-term (operation) air quality impacts generated by the project. FCS will research and estimate potential air pollutant emissions and evaluate the potential for the proposed project to result in odor-related impacts on nearby residences and will describe the types of emission sources that would be associated with construction activities of the proposed project (e.g., asphalt, lubricants, solvents, etc.). Emission calculations will use emission factors and methodologies adopted by or recommended by the California Air Resources Board (ARB), the SJVAPCD, and Caltrans. Project-generated regional air pollutant emissions of concern will be quantified and compared to the applicable thresholds of significance.

Localized air quality impacts include concerns regarding exposure to criteria and ozone precursor emissions, Toxic Air Contaminants (TACs), dust, and naturally occurring pollutants that may be present in dust. The technical memorandum will evaluate localized emissions using appropriate methods recommended by the SJVAPCD and/or Caltrans.

It is not anticipated that a refined Ambient Air Quality Analysis (AAQA) performed using air dispersion modeling will be warranted to address impacts from the project. Based on the nature of the project, it is anticipated that a screening-level risk assessment will be sufficient to address potential impacts from the project during construction and operations. In the event that the project fails the 100-pound-per-day screening threshold evaluation and is unable to use other screening methods to evaluate localized impacts from criteria pollutants, even after incorporation of mitigation, a refined AAQA would be completed under a separate scope of work upon authorization of the client.

Potential GHG impacts will be evaluated using appropriate significance thresholds recommended by Caltrans. Pursuant to CEQA Guidelines Appendix G, FCS will evaluate the project's design and purpose in the context of consistency with applicable GHG reduction plans.

Feasible and applicable mitigation/abatement will be identified for impacts that are potentially significant, and the analysis will include an evaluation of significance after the application of mitigation/abatement measures.

TASK DELIVERABLE:

- Electronic copy of the Air Quality and Greenhouse Gas Technical Memorandum

Task 5.4.2. Natural Environment Study/Minimal Impact

Based on existing site conditions, this Scope assumes that Caltrans will require the preparation of a Natural Environment Study/Minimal Impact (NES-MI) report to support the proposed project.

According to the Caltrans Environmental Procedures Manual, "projects with few issues or requiring a minimal amount of compensatory mitigation would be candidates for the NES-MI." In order to complete this task, FCS will:

- Prepare the NES-MI report by conducting a query of the California Natural Diversity Database (CNDDB), the US Fish and Wildlife Service (USFWS) species list, and other pertinent databases to determine the extent of sensitive and protected species.
- Establish the Biological Study Area (BSA)
- Incorporate findings from the Biological Reconnaissance that will determine the presence or potential for listed, proposed, and candidate endangered and threatened species to occur within the BSA. The identification of any sensitive and/or special-status plant or wildlife species on-site will be noted, and their locations will be recorded for submittal with the NES-MI report.

- Identify, in accordance with Caltrans environmental review procedures, any existing vegetation communities and sensitive plants and wildlife on-site (a map of vegetative communities and sensitive species will be included).
- Discuss sensitive plants and wildlife in the region that were not identified on-site and document the findings of any previous biological studies prepared within the BSA.
- This Scope does not include the preparation of an NES. If an NES is required, according to feedback from Caltrans environmental staff, FCS can provide a budget augment to cover those services.

The report tables and figures will include graphical information including the depiction of habitat types and project impacts in the BSA. The figures will depict permanent and temporary impacts which will be based on project plans provided to FCS prior to conducting the field survey. Once the draft NES-MI report has been completed, it will be forwarded to the applicant in PDF and Microsoft Word formats for team review.

This Scope includes two rounds of document revisions, if necessary, in response to comments from the Applicant and Caltrans on the draft NES-MI Report. If additional rounds of review are required, a separate Scope and authorization may be required.

TASK DELIVERABLES:

- Electronic copy of the Draft NES-MI Report
- Electronic copy of the Final NES-MI Report

Task 5.4.2.1. Jurisdictional Delineation (Optional)

FCS will prepare a Jurisdictional Delineation Report, which will characterize the extent of potentially jurisdictional features within the study area. The features to be delineated include areas subject to the jurisdiction of the USACE under Section 404 of the Clean Water Act (CWA), the Regional Water Quality Control Board (RWQCB) under Section 401 of the CWA, and/or the Porter-Cologne Water Quality Control Act, and CDFW under Section 1602 of the California Fish and Game Code. USACE and RWQCB delineation will be performed in accordance with methodologies defined in the USACE Wetland Delineation Manual and Arid West Regional Supplement. The delineation consists of the field identification of jurisdictional features using the three criteria described in the USACE manual: hydric soils, hydrology and hydrophytic vegetation, and/or presence of indicators of concentrated surface flows (e.g., Ordinary High-Water Mark). CDFW regulates activities that would alter the flow, bed, channel, or bank of streams and lakes. FCS will identify CDFW-regulated areas within the project boundaries by identifying the top of the stream banks or the outer edge of riparian vegetation (whichever is wider).

Following delineation fieldwork, FCS will prepare a Jurisdictional Delineation Report that conforms to the requirements set forth by the USACE to document the results of the field delineation. The report will describe existing conditions, soils, hydrology, watersheds, and other pertinent information. Each feature will be described in terms of its width, length, and vegetative characteristics. FCS will propose a jurisdictional determination for each feature (a binding jurisdictional determination can only be made by the regulating agencies).

FCS will submit the delineation report to the USACE for verification and will request a jurisdictional determination. This task assumes that one on-site meeting with the USACE and/or any other applicable regulatory agency will be required to verify the delineation. This task also includes one round of revisions to the Jurisdictional Delineation Report and associated maps based on input received from the USACE and/or any other applicable regulatory agency. If further on-site meetings or revisions are required, FCS can complete those requests following a budget augment.

TASK DELIVERABLES:

- Electronic copy of the Draft Delineation Report
- Electronic copy of the Final Delineation Report

Task 5.4.3. Cultural Resources Analysis

The following tasks outline activities in compliance with CEQA, Section 106 of the National Historic Preservation Act (NHPA), and Caltrans Historical Resource Compliance Report (HRCR) and Historic Property Survey Report (HPSR). The following analysis was carried out in a manner consistent with Caltrans regulatory responsibilities under Section 106 consultation and Public Resource Code 5024.

Task 5.4.3.1. Area of Potential Effect

The first step in the process requires the creation of a preliminary APE map. At a minimum, the APE map will delineate the areas that would experience direct and indirect effects. Direct effects include the required right-of-way, areas subject to ground disturbance, equipment staging areas, and borrow sites; indirect effects typically include buildings or structures that may be affected by land use changes and by visual, noise or atmospheric intrusions beyond the right of way. The project's vertical and horizontal extent will be included in establishing the direct and indirect APE.

A draft of the APE map will be sent to Caltrans District 10 for review and approval prior to the initiation of the cultural resource technical study/analysis. The APE map will be accompanied by a detailed project description, including all known excavation locations, widths, and depths associated with the project, so that Caltrans can determine if the APE includes all the necessary components and is appropriate for the project.

Task 5.4.3.2. Record Searches**Central California Information Center**

FCS shall conduct a record search at the CCIC, affiliated with California State University, Stanislaus, that will include current inventories of the National Register of Historic Places (NRHP), the California Historical Landmarks (CHL), the California Points of Historical Interest (CPHI), state and local inventories of historical resources and the Caltrans Historic Highway Bridge Inventory, if applicable. In addition, the Built Environment Resources Directory (BERD) and Archaeological Determinations of Eligibility (ADOE) for Mariposa County will be reviewed to determine if any local resources have been previously evaluated for historic significance. Additionally, archival maps will be examined for indications of historical structures in the APE.

In the event that a potentially significant historical resource is encountered, FCS shall also send letters to historical societies and local agencies requesting any historical background information they may have about the project area. Copies of the records reviewed and communications under this task will be provided to Caltrans and the County.

Native American Outreach

In compliance with Section 106 consultation requirements, FCS shall send a letter requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns. From the Native American representative list provided by the NAHC, FCS will send letters will be sent to each tribal representative requesting additional information that they may have on the project APE. Outreach will consist of 3 rounds of communication: notification letters, email and phone calls. Consultation will meet the "good faith" effort standards required by the Section-106 consultation process and will be detailed in a consultation matrix included in the report.

Task 5.4.3.3. Pedestrian Survey

A pedestrian field survey will be conducted for the project by an FCS Project Archaeologist utilizing standard 15-meter transect intervals. The field survey will include all portions of the project APE, where possible. The archaeologist will look for evidence of historic or prehistoric resources.

Initial review of historic aerials dating back to 1945 indicate that the project APE may fall within the boundaries of the Mariposa Cemetery, which is likely to contain graves or cemeteries over 45 years in age. Properties in age are considered potential historic resources under CEQA and may require determination as to (1) whether the property is historic resources, and (2) whether the proposed project may cause a substantial adverse change in the significance of a historic resource. Projects near properties eligible for inclusion on the National Register of Historic Places or the California Register of Historical Resources may also require an assessment of potential impacts by an Architectural Historian who meets the Secretary of the Interiors' qualification standards for architectural history.

TASK DELIVERABLE:

- Letter report of survey results

Section 106 Cultural Resource Assessment

FCS will compile the results of the records search, literature review, Native American outreach, and pedestrian survey results into a draft report that meets Section 106 requirements. At a minimum, the report will contain:

- » A section discussing the establishment of the APE;

- » A brief prehistoric, historic and ethnographic background of the region;
- » Methods used in the investigation, including results of the records search and the NAHC response, dates of the survey, transect intervals, percent of APE surveyed, and site/structure/feature recording procedures, if applicable;
- » Exhibits will include project region and APE map(s);
- » Photographs of the APE setting and identified resources;
- » Documenting of all Native American consultation and copies of letters sent and received; and
- » Findings of Effect for the proposed project and additional measures, as required.

This Scope of Work assumes that the CEQA Lead Agency will provide single sets of consolidated, vetted comments (with tracked changes in the Word document) on the Section 106 CRA. FCS will submit the draft report to the client and County as required for review. This Scope includes up to 6 hours for revisions and coordination with the client and the County on an as needed basis.

TASK DELIVERABLE

- Electronic copy of the Section 106 CRA

Task 5.4.4. Noise Analysis

FCS will perform an evaluation of permanent and construction-related noise impacts. FCS will prepare a technical memorandum that analyzes noise impacts to satisfy both CEQA and NEPA analysis requirements.

Code of Federal Regulations (CFR) 772 provides procedures for preparing operational and construction noise studies and evaluating noise abatement considered for federal and federal-aid highway projects. This scope assumes that the project would not substantially alter horizontally, or vertically, existing roadway alignments and would therefore qualify as a Type III project, therefore requiring the preparation of a technical construction noise impact analysis.

As part of the analysis, the general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State (including Caltrans), and County plans, policies, and standards, will be summarized. Nearby existing and future noise-sensitive receptors and noise sources will be identified and discussed, such as surrounding residential land uses.

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated utilizing FHWA's Roadway Construction Noise Model (RCNM) for predicting potential construction noise levels. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and Caltrans construction noise impact thresholds. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Caltrans Transportation and Construction Vibration Guidance Manual.

Feasible and applicable mitigation/abatement will be identified for any construction noise impacts that are potentially significant, and the analysis will include an evaluation of significance after the application of mitigation/abatement measures.

TASK DELIVERABLE:

- Electronic copy of the Noise Impact Assessment Technical Memorandum

Task 5.5. Administrative Draft Categorical Exemption Environmental Analysis Memorandum (CEQA)

FCS will prepare an Administrative Draft Categorical Exemption (CE) Environmental Analysis Memorandum explaining applicability of qualitative technical analyses for the proposed project to qualify for a CE under 15301 Existing Facilities. FCS will provide a qualitative analysis for each environmental topic required pursuant to this exemption. The analysis will also include a consistency comparison of the project with the exceptions of 15300.2. Exceptions under CEQA. This will require preliminary site survey and analysis for biological and cultural resources. If the preliminary analysis identifies the need for any additional technical studies, then FCS will provide a revised scope of services to prepare the technical studies required to support this CEQA documentation. The memorandum will include a conclusion section documenting whether the proposed project would qualify for exemption pursuant to its consistency with each criterion.

TASK DELIVERABLE:

- Electronic version (via email or Dropbox link) of the Administrative Draft Categorical Exemption Environmental Analysis Memorandum in PDF and Word formats.

Task 5.6. Final Categorical Exemption Environmental Analysis Memorandum (CEQA)

Following receipt of one set of consolidated comments (vetted comments with tracked changes in the Word document) on the Administrative Draft CE Environmental Analysis Memorandum from County staff, FCS will make revisions as directed by County staff in accordance with the overall scope of work. Note that this Scope assumes only one round of comments and revisions to the memorandum. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with County staff regarding the need for additional funds to ensure implementation of all comments. FCS will revise the memorandum and provide a Final CE Environmental Analysis Memorandum to County staff.

TASK DELIVERABLE:

- Electronic version (via email or Dropbox link) of the Final CE Environmental Analysis Memorandum in PDF and Word formats.

Task 5.7. Administrative Draft Categorical Exclusion (NEPA)

As described in the approach discussion, this scope assumes that the project would qualify for a Categorical Exclusion (CE), with supporting Technical Studies. Accordingly, the studies prepared in support of the CEQA document would simply be appended to the CE to support the NEPA determination. FCS will complete the CE Checklist and submit it for review and completion by Caltrans.

Under 23 CFR 771.117, CEs are divided into two groups based on the action's potential for impacts. The first group consists of categories of actions that experience has shown almost never cause significant environmental impacts. These categories involve minor construction activities and activities that do not lead to construction. They are listed in subsection (c) of 23 CFR 771.117. These actions are automatically classified as CEs, except where unusual circumstances occur. The determination that the action is excluded must be documented by the completion of the CE/CE form. FCS believes that the proposed project reflects modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes (including parking, weaving, turning, and climbing lanes), which qualifies for a CE under Section 771.117(c), with supporting technical studies.

The CE will follow FHWA's formal guidance and policies, relating to environmental review matters, which are posted on the United States Department of Transportation (USDOT) and FHWA website and contained in the FHWA Environmental Guidebook. All supporting information and data will be appended to the CE form. The project description will fully describe the action to be undertaken, including the purpose and need, location, project limits (logical termini/independent utility), construction activities such as shoulder backing, culverts, staging areas and facilities, disposal and borrow sites required, any right-of-way requirements (such as acquisition), utility relocations, and construction activities that may require temporary facilities, such as roads, detours or closures. Any state or federal permit or consultation requirements will be noted. The CE will assume analysis of two development alternatives.

If it is determined based on design requirements that the project would not qualify for a CE, then a separate scope and fee would be prepared to address the preparation of the required environmental analysis under NEPA.

TASK DELIVERABLE:

- One (1) Administrative Draft CE in electronic format to Caltrans

Task 5.8. Final Categorical Exclusion (NEPA)

FCS will incorporate all Caltrans and County comments on the Administrative Draft CE and prepare a Final Draft CE for Caltrans and County approval.

Task 5.9. PDT Meeting and Coordination

In addition to the research, analysis, communications, and report writing tasks described above, FCS will also perform a variety of project management duties to ensure that the CEQA and NEPA documents meet the County and Caltrans

standards of quality and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with the Mark Thomas engineering team, County and Caltrans staff and project accounting. This task includes attendance at PDT meetings with relevant staff members from the County, Caltrans, and Mark Thomas. The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. The purpose of the PDT meetings will be to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, review the project schedule, estimates and budget, establish design criteria, or discuss any other items critical to project delivery. Throughout the anticipated duration of the project design phase, this scope assumes FCS team member attendance at up to 8 PDT meetings. This scope assumes that all meetings will be attended virtually. This task allocates up to 1-hour per meeting of staff time for each staff member attending, plus time for preparation, coordination, and follow-up communication, as needed, after each meeting.

TASK 6. RIGHT OF WAY ACQUISITION SUPPORT

Task 6.1. Plats & Legal Description

NSE will prepare a plat and legal description for the right-of-way acquisition for APN 012-230-043.

TASK DELIVERABLES

- Wet stamped and signed legal description and plat submitted through file transfer.

Task 6.2. Waiver Valuation in Lieu of Appraisal

Mariposa is proposing improvements to Fournier Road that will impact one parcel: APN 012-230-043. This is a cemetery owned by the Masonic Lodge. County has began discussion with the Masonic Lodge, and has determined the Masonic Lodge will dedicate the land necessary for the roadway improvements. Therefore a Waiver Valuation in Lieu of an Appraisal will be used.

For property where the acquisition is under \$15,000, Monument will prepare a waiver valuation in lieu of an Appraisal. This includes:

- » Monument will mail a notification letter and acquisition policies brochure to the property owner, requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- » Monument will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
- » Monument will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- » Monument will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- » Monument will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- » Appraiser will prepare a Waiver Valuation in Lieu of an Appraisal to Caltrans Right of Way Manual Chapter The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- » Upon completion of the fee appraisal, Monument will conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
- » Monument will receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions as necessary

TASK DELIVERABLES:

- Waiver valuations covering 1 parcel

TASK 7. PRELIMINARY DESIGN

Task 7.1. Geometric Approval Drawings - 30% Plans

Task 7.1.1. Roadway - GAD

The 30% Plan Submittal will serve as the Geometric Approval Drawings used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings. The plans will show plan and profile of the roadway and bridge, lane and shoulder widths, and striping. The 30% Plan Submittal will be to 1 inch = 40 feet scale. Two alternatives for the Joe Howard intersection will be covered in the GAD.

Task 7.1.2. Project Type Selection Memorandum

Mark Thomas will prepare a Structure Type Selection Memo to assist the County in determining the best suited structure type for the project. The Type Selection Memo will discuss geotechnical, hydraulic, seismic, constructability, utility, and drainage issues related to the structure. Up to two different alternatives will be considered in the memo, which will include a General Plan, Foundation Plan, and General Plan Estimate for each structure alternative.

The Type Selection Memo will be accompanied by a Preliminary Foundation Report and a Draft Hydraulic Report. The Memo will be submitted to the County for review and approval.

After approval from the County, the Structure Type Selection Memo will be submitted to Caltrans Structure Local Assistance for approval. If Caltrans is reviewing the project, a Type Selection meeting may be required.

The preferred alternative will be selected for 60% design.

Task 7.1.3. Draft Hydraulics and Scour Report

PEC will prepare the Draft Hydraulics and Scour Report. The Draft Hydraulics and Scour Report will be included in the Type Selection Memorandum.

Task 7.1.3.1. Research and Data Collection

Mark Thomas Team will gather and review existing information and conduct project field review including:

- Maintenance records for the existing low water crossing
- Available hydrologic and hydraulic data from the County, USGS, AID, and FEMA.

If necessary, Mark Thomas will complete a survey request outlining the location and extent of additional channel cross section necessary to update the current HEC-RAS model.

Task 7.1.3.2. Estimate Hydrology

Mark Thomas will gather available existing drainage information and evaluate the existing hydrology and drainage patterns using available "as-built" plans for existing facilities and site surveys.

If necessary, PEC will update the hydrology files and will incorporate results in the hydraulic model.

Task 7.1.3.3. Stormwater Detention

Due to the proposed widening of Fournier Road the impervious area will increase, we will analyze the need for a stormwater detention facility to manage runoff from the new roadway. This facility can be key to obtaining the no-rise certificate.

Task 7.1.3.4. Hydraulic Analysis

PEC will evaluate the existing HEC-RAS model developed by FEMA in 2009. The team will evaluate the model to ensure matching the current conditions.

Based on the survey information obtained, PEC will make necessary adjustments to the HEC-RAS model of the reach.

The proposed replacement structure will be modeled to determine the impact to the water surface elevation and velocity. Two alternatives will be modeled to support the Structure Type Selection Memo.

The hydraulic variables (water surface elevation, velocity, etc.) will be determined for the 50 and 100 year storms. Results from the hydraulic analysis will be provided in both tabular as well as graphic output formats.

Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges and culverts, but leaves the recommendation for freeboard to the judgement of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Task 7.1.3.5. Scour and Bank Protection

PEC will review maintenance records surrounding the project to determine if the stream has aggraded or degraded over time. Local scour will be estimated using the methods described in the Federal Highway Administration (FHWA) publication HEC-18, Evaluating Scour at Bridges.

Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

Task 7.1.4. Final Hydraulics Report and No Rise Certificate

PEC will prepare and submit a Final Hydraulics and Scour Report incorporating comments from the County and the Design Team.

PEC will prepare a No Rise Certificate.

TASK DELIVERABLES

- Streambed alteration permit
- No Rise Certification
- Draft Hydraulics Report
- Final Hydraulics Report

TASK 8. FINAL DESIGN - PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Task 8.1. 60% Plans

The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the project. Plans shall be prepared in AutoCAD (using Civil 3D) to County format and shall be submitted at the 60%, 90%, and 100% stages of design. The following sheets are anticipated for each plan package:

DESCRIPTION	SCALE	SHEET COUNT
Title Sheet	n/a	1
Notes	n/a	1
Typical Cross Sections	n/a	2
Project Controls	n/a	1
Plan and Profile	1"=40'	3
Construction Details	Varies	6
Grading Plans	1"=40'	2
Erosion Control	1"=40'	2
Drainage Plan, Profile, and Details	1"=40'	3
Drainage Basin	1"=20'	1
Utility Plans	1"=40'	2
Construction Area Signs (Detour Plan)	n/a	1
Stage Construction Plans	n/a	1
Signing and Striping	1"=40'	2
Retaining walls (OPTIONAL)	1"=40'	3

Structure Plans (GP, Deck Cont, FP, Abut, Typ Sect, Long Section, Det, Utility, Logs)	Varies	14
Total Sheets		45

Task 8.1.1. Roadway

This submittal represents a complete set of "unchecked" plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County's standards. It is assumed the bridge can be closed and a detour plan will be acceptable. The content will represent a biddable plan set; it has not been through our QC checklist.

Task 8.1.2. Standard Retaining Walls (OPTIONAL)

Based the GPR analysis, standard retaining walls may be required. It is assumed that Standard Type L Shape retaining walls will be used.

Task 8.1.3. Structure

Mark Thomas will prepare structural calculations, draft estimate and plans for the selected bridge alternative. For the purposes of this scope of work, it is assumed that a single-span, cast-in-place, post-tensioned voided slab is the preferred structure alternative. The structure design will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The 2023 Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used.

The 60% bridge plans will be accompanied by a Draft Foundation Report and a Final Hydraulic Report. The 60% package will be submitted to the County for review.

Task 8.2. 90% Plans

Task 8.2.1. Roadway

Based upon the 60% comments the 90% package. This submittal will represent a complete plan package. Major design features will have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. Design plans will be prepared in accordance with the City drafting standards, format, and conventions.

Task 8.2.2. Standard Retaining Walls (OPTIONAL)

Based the GPR analysis and grading requirements, standard retaining walls may be required. County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Task 8.2.3. Structure

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check of the structure. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated. Final structure special provisions and a final structure estimate will be prepared.

Draft structure Standard Special Provisions (SSP) will be prepared using Caltrans current SSPs.

Structure quantities and check quantities will be calculated and a marginal estimate will be prepared.

The 90% bridge plans, SSPs, marginal estimate, Final Foundation Report and design/check design calculations (if needed) will be submitted to the County for review.

Task 8.3. 100% Plans

Task 8.3.1. Roadway

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

Task 8.3.2. Structure

County comments from the 90% submittal will be addressed and incorporated into the 100% design. Responses to comments will be prepared and submitted. All final plan revisions will be made. Updates to the specifications and estimate will be completed. A bid ready PS&E package will be submitted.

Task 8.4. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at the 60%, 90% and the 100% plan reviews.

Task 8.5. Estimates

Mark Thomas will prepare preliminary construction cost estimates and submit them with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.

TASK DELIVERABLES

- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)
- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)
- Auto CAD (2022 Version)

Task 8.6. RE Pending File

Mark Thomas will compile the necessary documents to be included in the RE Pending file. File will include list of project contacts, memos to Resident Engineer, Quantity Calculations for use in releasing progress payments; and as needed, utility agreements, permits, right of way contracts, and copies of relevant reports. For Structure, typical information includes 4-scale deck contours, joint movement rating calculations, special instructions from the designer and final reports (geotechnical and hydraulic).

TASK DELIVERABLES

- RE Pending File

PART 2. BIDDING AND CONSTRUCTION SUPPORT TASKS

TASK 1. ASSISTANCE DURING CONSTRUCTION BIDDING

Task 1.1. Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will be billed on a time and materials basis.

TASK 2. DESIGN SUPPORT DURING CONSTRUCTION

Task 2.1. Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Support. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

Task 2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

TASK 2.2. DELIVERABLES

- Final Record Drawing

ASSUMPTIONS:

- Water and sewer underground lines will not be in conflict with the proposed bridge.
- Field work will be performed during normal work hours 7AM to 6PM.
- A no-fee encroachment permit will be provided by the County.
- Environmental
 - No historic structures or archaeological sites will require evaluation and subsequent recordation on DPR forms. If any archaeological sites or buildings of historic age discovered as a result of the pedestrian survey will need to be initially evaluated for significance and recorded on appropriate DPR forms.
- Geotech:
 - Geotechnical Investigation is allowed between 7 AM and 6 PM on weekdays.
 - No investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, EMI will terminate our work and notify MTC.
 - The boring depths for the bridge are based on the assumption that small diameter piles (24-inch or less) or spread footing will be used.
 - No contaminated soil or groundwater issues are present that would require containment of the geotechnical drill cuttings; drill cuttings will be spread on-site.
 - No geotechnical recommendations for retaining walls, sound walls.
 - No infiltration testing.
 - No permit fee was assumed for encroachment permits. \$1,000 was allocated for well permit fee.
 - Site-specific traffic control plans are not required; WATCHBOOK will be used for traffic control plans.
 - Pavement rehabilitation recommendations are not included.
 - No site-specific ground motion analyses.
 - Boring locations will be patched with rapid set concrete with black dye to replace asphalt that is removed by excavations; no hot mix/sawcut repair.
 - Design support for Geotech and survey during construction is not included.
- Hydraulics:
 - County will cover the request fee for the FEMA data.
 - There have been minimal changes to the surrounding area for the HEC-HMS model, since 2009 when the original model was developed. Significant changes will require additional effort.
 - County will provide "as builts" from recent improvements to Antone Road.
 - Minor coordination required with Flood Plan Administrator at the County.



4. CONFLICT OF INTEREST

Mark Thomas does not have any financial, business, or other relationship with the County that may have an outcome on of the contract or the construction project.



5. CONTRACT AGREEMENT

Mark Thomas affirms that the proposal shall remain in effect for ninety (90) days following the date proposal submittals are due.

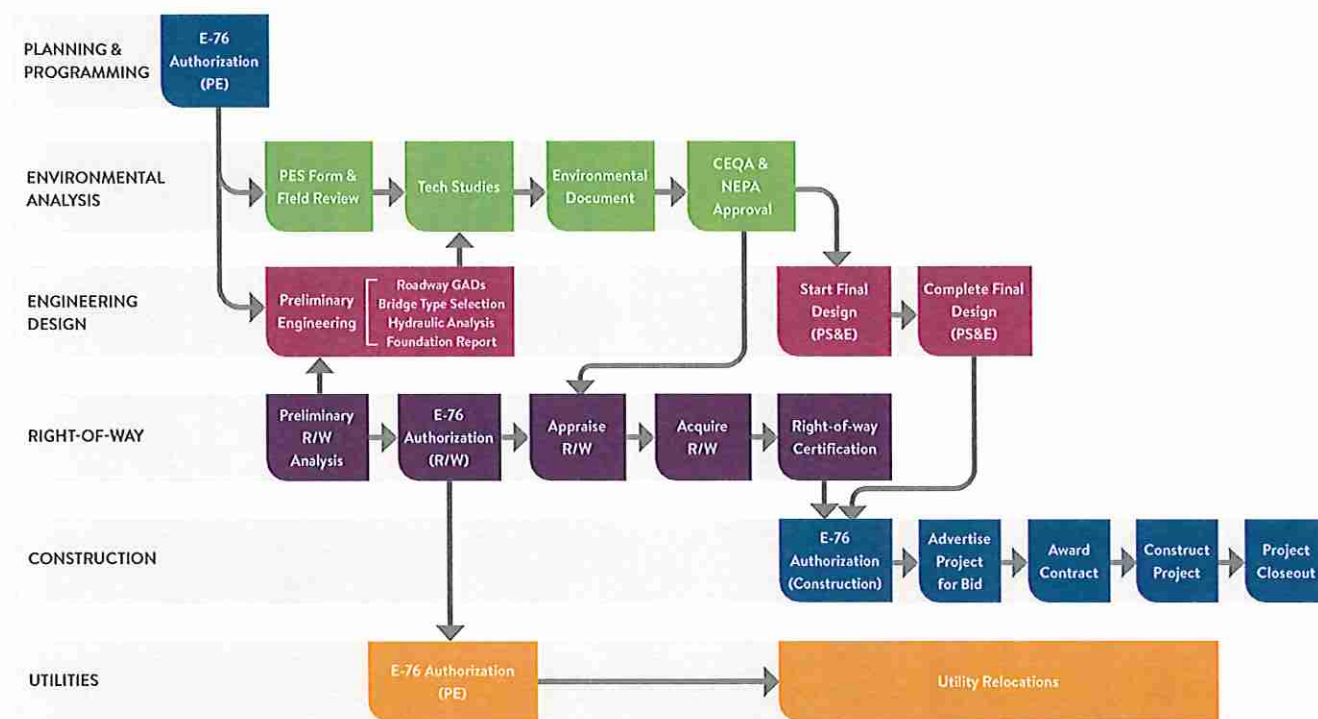


6. FEDERAL AID PROVISIONS

Through our experience working for local agencies on Caltrans/FHWA-funded projects, Mark Thomas has developed a thorough understanding of the regulations and requirements outlined in the LAPM. The collection of guidelines and instructions must be followed to obtain funding for public transportation projects. These guidelines require compliance with federal and/or state laws, regulations, policies and procedures, related to design, right-of-way acquisition, utility relocation, construction and maintenance. To provide timely delivery of the project, it is important to understand the process associated with securing funding.

The key element is maintaining an open line of communication with the Caltrans Local Assistance Representative, by accurately designing the project to match the funding description, estimating the project construction costs, and completing all the documentation required for approval. With every aspect of our coordination, we'll maintain that line of communication with Caltrans Local Assistance staff. In working with the Division of Local Assistance and City staff, we will identify the limits of Participating Funding Agreements (PFA), project construction costs (to determine the maximum funding amount), and complete the documentation required for approval.

Caltrans Oversight



This Project includes federal funding, so Caltrans will oversee the NEPA documentation and the Request for Authorizations (RFA) for the federal funding, which includes the Caltrans Right-of-way Certification. Because Mark Thomas has extensive experience navigating through these procedures with Caltrans, we can help guide this project through the NEPA and RFA processes to keep the project on track. For both the NEPA and the RFA processes, one major strategy that will contribute to the project's success is early and consistent coordination with Caltrans personnel.

When beginning the NEPA process, it is essential that the project team coordinate with Caltrans to select necessary technical studies and define the project's Area of Potential Effect. Receiving Caltrans' concurrence early on in this process helps to expedite the NEPA document's approval. One of the first essential steps that will be taken is completing the Caltrans Local Assistance Procedures Manual (LAPM) Preliminary Environmental Study (PES) Form. This form helps to define potential environmental effects and determine which studies Caltrans will require the project team to complete. Through this collaborative effort, any issues pertinent to the NEPA process will be identified and resolved preemptively, helping to eliminate unnecessary delays.

This proactive coordination is also key to getting the project through the necessary RFA processes. From recent experience, Caltrans has become increasingly strict with their requirements during the RFA processes, which can pose challenges to the project schedule and the amount of effort required to get approval. In particular, the Right-of-Way (ROW) Certification process has become more challenging as Caltrans has recently hired new ROW agents who are very strict with their requirements. To counterbalance this stringency, it is very important to begin communication with Caltrans early to ensure their expectations can be met within the necessary timeline. Throughout the RFA processes, several different components must be reviewed and approved by Caltrans in order to secure funds. Some of the major RFA process components that may apply to this Project are outlined below:

RFA for ROW Funds:

- » Project Authorization Form (LAPM 3-A)
- » FTIP Document
- » NEPA Approval Document (LAPM 6-F/ 6-G)
- » FHWA Specific Authorization to Relocate Utilities (LAPM Exhibit 14-C) (if applicable)
- » Cost-Effectiveness/ Public Interest Finding (LAPM Exhibit 12-F) (if applicable)
- » DBE Contract Goal Methodology (LAPM Exhibit 9-D) (if applicable)

RFA for Construction Funds:

- » LAPM 3-A form
- » FTIP Document
- » NEPA Approval Document (LAPM 6-F/ 6-G) (including NEPA revalidation)
- » ROW Certification (LAPM Exhibit 13-A/ 13-B)
- » Resolution Authorizing Public Agency Official to sign the Right of Way Certifications of federal aid projects
- » Utility Notice to Owners (NTO) packages (if applicable)
- » Liability Determination
- » Relocation Plans
- » NTO Letter
- » Right of Way Acquisition Documents
- » Title Reports
- » Plats & Legals
- » Appraisals
- » Offer Documents
- » Final Signed Agreements
- » Proof that funds have been deposited to escrow (if applicable)
- » FHWA Specific Authorization to Relocate Utilities (LAPM Exhibit 14-C) (if applicable)
- » Cost-Effectiveness/ Public Interest Finding (LAPM Exhibit 12-F) (if applicable)
- » PS&E Package
- » PS&E Checklist (LAPM Exhibit 12-D)
- » DBE Contract Goal Methodology (LAPM Exhibit 9-D)

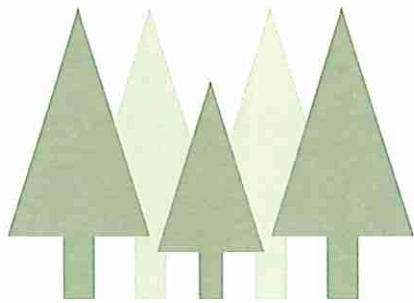
Mark Thomas' specialized understanding of these components, combined with our recent experiences catering to Caltrans' increasingly stringent requirements, gives us the expertise necessary to navigate through the RFA processes successfully.



7. COST PROPOSAL

Please note that the submitted cost proposal includes scope that may not be needed such as environmental technical studies and retaining wall design. The final scope would be determined after preliminary engineering.

Exhibit B
COST PROPOSAL



COST PROPOSAL

COST PROPOSAL FOR PROJECT SCOPE - Mariposa County: Fournier Road Improvement

MARK THOMAS		Mark Thomas										Subconsultants							TOTAL COST			
		Principal	Sr. Engineering Manager	Sr. Project Manager	Technical Lead	Sr. Project Engineer	Project Engineer	Sr. Technician	Design Engineer II	Design Engineer I	Intern	Survey Technician III	Sr. Program Manager	Project Accountant Manager	Sr. Project Coordinator	Total Hours	Total MT Cost	EMI		FCS	MONUMENT ROW	NSE
1.0 PROJECT MANAGEMENT/COORDINATION		\$407	\$408	\$300	\$240	\$225	\$180	\$175	\$165	\$140	\$80	\$155	\$283	\$218	\$168							
1.1 PDT Meetings				16			16									32	\$7,680	-	-	-	-	-
1.2 Client/Agency Coordination			8				16									24	\$5,280	-	-	-	-	-
1.3 Monthly Progress Reports							8								16	48	\$10,000	-	-	-	-	1,323
1.4 QA/QC			24	16			12									52	\$13,200	-	-	-	-	-
Subtotal Phase 1		0	0	56	16	0	52	0	0	0	0	0	0	16	16	156	\$36,160	\$0	\$0	\$0	\$0	\$1,323
2.0 SURVEY/MAPPING																						
2.1 Data Gathering/Review							4		6	4						14	\$2,270	-	-	-	1,728	-
2.2 Design Surveys																0	\$0	-	-	-	17,714	-
2.3 ROW Retracement Surveys																0	\$0	-	-	-	5,804	-
2.4 Prepare Landnet/Survey Control							1									1	\$180	-	-	-	3,983	-
2.5 Ground Penetrating Radar							2	2			24	20				48	\$10,060	-	-	-	-	-
Subtotal Phase 2		0	0	0	0	0	7	0	8	4	0	24	20	0	0	63	\$12,510	\$0	\$0	\$0	\$29,228	\$0
3.0 FIELD INVESTIGATION/GEOTECHNICAL																						
3.1 Preliminary Foundation Report							2		2							4	\$590	4,353.08	-	-	-	-
3.2 Geotechnical Investigation																0	\$0	8,062.42	-	-	-	-
3.2.1 Laboratory Testing																0	\$0	3,619.42	-	-	-	-
3.2.2 Geotechnical Engineering Analysis																0	\$0	6,692.78	-	-	-	-
3.2.3 Foundation Report Preparation			2				4	4								10	\$1,980	9,135.50	-	-	-	-
3.2.4 GPR Review Memo							1									1	\$180	5,510.72	-	-	-	-
Subtotal Phase 3		0	0	2	0	0	7	0	6	0	0	0	0	0	0	15	\$2,850	\$37,373.92	\$0	\$0	\$0	\$0
4.0 UTILITY COORDINATION																						
4.1 Utility Coordination																0	\$0	-	-	-	-	-
4.1.1 Utility A Letters			8				8		8							24	\$6,020	-	-	-	-	-
4.1.2 Pot Holes			2				8		8							18	\$3,575	-	-	-	-	-
4.1.3 Utility B Letters/ Conflict Mapping			6				16		40	16						78	\$14,165	-	-	-	-	-
4.1.4 Utility C Letters			4				8		24	8						44	\$8,150	-	-	-	-	-
Subtotal Phase 4		0	20	0	0	0	40	0	80	24	0	0	0	0	0	164	\$31,910	\$0	\$0	\$0	\$0	\$0
5.0 ENVIRONMENTAL SERVICES																						
5.1 Project Initiation and Kick-off Meeting																0	\$0	-	-	-	-	-
5.2 Comprehensive Project Description, Purpose and Need																0	\$0	-	-	-	-	-
5.3 Preliminary Environmental Study																0	\$0	-	-	-	-	-
5.4 Technical Analysis																0	\$0	-	-	-	-	-
5.4.1 Air Quality and Greenhouse Gas Report																0	\$0	-	-	-	-	-
5.4.2 Natural Environment Study/Minimal Impact																0	\$0	-	-	-	-	-
5.4.2.1 Jurisdictional Delineation (Optional)																0	\$0	-	-	-	-	-
5.4.3 Cultural Resources Analysis																0	\$0	-	-	-	-	-
5.4.3.1 Area of Potential Effect																0	\$0	-	-	-	-	-
5.4.3.2 Record Searches									2							2	\$330	-	-	-	-	-
5.4.3.3 Pedestrian Survey																0	\$0	-	-	-	-	-
5.4.4 Noise Analysis																0	\$0	-	-	-	-	-
5.5 Admin Draft CE Environmental Analysis Memo (CEQA)							2	4								8	\$1,020	-	-	-	-	-
5.6 Final CE Environmental Analysis Memo (CEQA)																0	\$0	-	-	-	-	-

Please note that the rates shown are for estimating purposes only. See rate schedule for actual retail/ranges.

MT Fee CP-1 Rates

7/24/2024

Note: Mark-ups are Not Allowed

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. _____ Contract No. _____ Date 7/15/2024

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$168 - \$226	16.0	\$ 150.00	\$ 2,400.00
Sr. Engineering Manager		\$115 - \$165	43.0	\$ 150.24	\$ 6,460.19
Engineering Manager		\$111 - \$143	0.0	\$ 129.96	\$ -
Design Manager		\$111 - \$143	0.0	\$ 129.04	\$ -
Sr. Project Manager		\$84 - \$132	202.0	\$ 110.60	\$ 22,342.00
Sr. Technical Lead		\$81 - \$121	0.0	\$ 104.15	\$ -
Project Manager		\$72 - \$110	0.0	\$ 94.94	\$ -
Technical Lead		\$70 - \$99	16.0	\$ 88.48	\$ 1,415.73
Sr. Project Engineer		\$60 - \$99	148.0	\$ 82.95	\$ 12,277.04
Sr. Technical Engineer		\$62 - \$83	0.0	\$ 75.58	\$ -
Project Engineer		\$49 - \$83	422.0	\$ 66.36	\$ 28,004.93
Civil Engineering Designer		\$49 - \$88	0.0	\$ 70.05	\$ -
Sr. Technician		\$50 - \$77	244.0	\$ 64.52	\$ 15,742.63
Design Engineer II		\$40 - \$72	941.0	\$ 60.83	\$ 57,243.09
Design Engineer I		\$33 - \$55	560.0	\$ 51.62	\$ 28,904.50
Technician		\$30 - \$50	0.0	\$ 39.63	\$ -
Intern		\$17 - \$33	272.0	\$ 29.49	\$ 8,022.47
LAUD Division Manager		\$90 - \$116	0.0	\$ 105.07	\$ -
Sr. LAUD Project Manager		\$86 - \$110	0.0	\$ 99.54	\$ -
LAUD Project Manager		\$63 - \$99	0.0	\$ 81.11	\$ -
Sr. Landscape Architect		\$57 - \$77	0.0	\$ 66.36	\$ -
Landscape Architect		\$42 - \$61	0.0	\$ 57.15	\$ -
Landscape Designer II		\$37 - \$55	0.0	\$ 49.77	\$ -
Landscape Designer I		\$29 - \$39	0.0	\$ 39.63	\$ -
Landscape Intern		\$23 - \$33	0.0	\$ 31.34	\$ -
Survey Division Manager		\$96 - \$182	0.0	\$ 129.04	\$ -
Survey Manager II		\$84 - \$110	0.0	\$ 98.62	\$ -
Survey Manager I		\$72 - \$105	0.0	\$ 88.48	\$ -
Project Surveyor III		\$67 - \$105	0.0	\$ 91.25	\$ -
Project Surveyor II		\$58 - \$88	0.0	\$ 77.42	\$ -
Project Surveyor I		\$57 - \$83	0.0	\$ 74.66	\$ -
Asst Surveyor III		\$51 - \$66	0.0	\$ 64.52	\$ -
Asst Surveyor II		\$42 - \$61	0.0	\$ 54.38	\$ -
Asst Surveyor I		\$39 - \$55	0.0	\$ 50.69	\$ -
Survey Specialist III		\$48 - \$99	0.0	\$ 76.50	\$ -
Survey Specialist II		\$41 - \$77	0.0	\$ 61.75	\$ -
Survey Specialist I		\$39 - \$66	0.0	\$ 54.38	\$ -
Lead Survey Technician		\$43 - \$55	0.0	\$ 53.46	\$ -
Survey Technician III		\$42 - \$66	24.0	\$ 57.15	\$ 1,371.49
Survey Technician II		\$35 - \$61	0.0	\$ 50.69	\$ -
Survey Technician I		\$19 - \$44	0.0	\$ 32.26	\$ -
SUE Program Manager		\$84 - \$110	20.0	\$ 104.15	\$ 2,083.04
Chief of Party (OE3)		\$58 - \$77	0.0	\$ 80.19	\$ -
Instrumentperson (OE3)		\$53 - \$72	0.0	\$ 80.19	\$ -
Chainperson (OE3)		\$51 - \$66	0.0	\$ 78.34	\$ -
Apprentice (OE3)		\$38 - \$61	0.0	\$ 52.54	\$ -
2-Person Crew (OE3)		\$110 - \$143	0.0	\$ 138.25	\$ -
3-Person Crew (OE3)		\$168 - \$215	0.0	\$ 208.30	\$ -

Utility Locator (North)		\$55 - \$72	0.0	\$ 69.13	\$ -
Chief of Party (OE12)		\$63 - \$83	0.0	\$ 88.48	\$ -
Instrumentperson (OE12)		\$58 - \$77	0.0	\$ 80.19	\$ -
Chainperson (OE12)		\$55 - \$72	0.0	\$ 74.66	\$ -
Apprentice (OE12)		\$47 - \$61	0.0	\$ 64.52	\$ -
2-Person Crew (OE12)		\$117 - \$149	0.0	\$ 159.45	\$ -
3-Person Crew (OE12)		\$175 - \$226	0.0	\$ 236.88	\$ -
Utility Locator (South)		\$64 - \$83	0.0	\$ 87.56	\$ -
Division Manager - CM		\$139 - \$182	0.0	\$ 146.55	\$ -
Area Manager - CM		\$101 - \$132	0.0	\$ 106.00	\$ -
Project Manager - CM		\$94 - \$121	0.0	\$ 109.68	\$ -
Sr. Resident Engineer		\$106 - \$138	0.0	\$ 122.59	\$ -
Resident Engineer		\$94 - \$121	0.0	\$ 109.68	\$ -
Asst. Resident Engineer		\$60 - \$77	0.0	\$ 82.03	\$ -
Inspector - CM		\$52 - \$88	0.0	\$ 81.11	\$ -
Office Engineer		\$45 - \$83	0.0	\$ 75.58	\$ -
Sr. Planner		\$48 - \$77	0.0	\$ 69.13	\$ -
Planner II		\$41 - \$55	0.0	\$ 56.22	\$ -
Planner I		\$30 - \$44	0.0	\$ 43.32	\$ -
Funding Manager		\$103 - \$138	0.0	\$ 123.51	\$ -
Sr. Funding Specialist		\$70 - \$94	0.0	\$ 83.87	\$ -
Funding Specialist		\$39 - \$83	0.0	\$ 63.60	\$ -
Project Accountant Manager		\$65 - \$83	16.0	\$ 80.19	\$ 1,283.01
Project Accountant		\$35 - \$66	0.0	\$ 52.54	\$ -
Sr. Project Coordinator		\$44 - \$72	16.0	\$ 61.75	\$ 988.06
Project Coordinator		\$37 - \$61	0.0	\$ 50.69	\$ -
Sr. Project Assistant		\$40 - \$61	0.0	\$ 52.54	\$ -
Project Assistant		\$28 - \$44	0.0	\$ 32.26	\$ -
Sr. Technical Writer		\$37 - \$61	0.0	\$ 47.93	\$ -
Technical Writer		\$36 - \$50	0.0	\$ 43.32	\$ -
Sr. Graphic Manager		\$57 - \$88	0.0	\$ 80.19	\$ -
Sr. Graphic Designer		\$43 - \$72	0.0	\$ 65.44	\$ -
Graphic Designer		\$34 - \$50	0.0	\$ 48.85	\$ -
District Manager-Engineer		\$123 - \$160	0.0	\$ 129.04	\$ -
Deputy District Manager		\$109 - \$143	0.0	\$ 114.29	\$ -
Operations Manager		\$84 - \$110	0.0	\$ 88.48	\$ -
Sr. Sanitary Project Engineer		\$72 - \$110	0.0	\$ 82.95	\$ -
Sanitary Project Engineer		\$67 - \$88	0.0	\$ 70.05	\$ -
Associate Sanitary Engineer		\$57 - \$88	0.0	\$ 65.44	\$ -
Assistant Sanitary Engineer		\$51 - \$66	0.0	\$ 53.46	\$ -
Sr. Inspector		\$44 - \$72	0.0	\$ 51.62	\$ -
Inspector		\$34 - \$55	0.0	\$ 40.55	\$ -
Inspector - Apprentice		\$30 - \$44	0.0	\$ 32.26	\$ -
Expert Witness		\$0 - \$0	0.0	\$ 191.71	\$ -
Strategic Consulting		\$0 - \$0	0.0	\$ 191.71	\$ -

LABOR COSTS

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for calculation)

\$ 188,538.19
\$ 7,188.02

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 195,726.21

INDIRECT COSTS

- d) Fringe Benefits (Rate: 94.47%)
f) Overhead (Rate: 52.11%)
h) General and Administrative (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ 184,902.55
g) Overhead [(c) x (f)] \$ 101,992.93
i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 286,895.47

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00 % \$ 48,262.17

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	
Mileage	0	miles	\$0.67	\$ -
Mileage - Survey	0	miles	\$0.67	\$ -
Copies	0	EA	\$0.05	\$ -
Reproductions - full size	0	sheets	\$1.00	\$ -
Reproductions - half size	0	sheets	\$0.35	\$ -
Structure/Quantity Calculations	0	sheets	\$0.05	\$ -
Misc. Costs	0	LS	\$500.00	\$ -
Overnight Mail/Mail	0	EA	\$15.00	\$ -
Potholing	20	EA	\$2,000.00	\$ 40,000.00
Misc. Surveys (Maps, PTR's etc.)	0	LS	\$1,000.00	\$ -
Safety Plan	0	LS	\$1,000.00	\$ -
Traffic Control	0	LS	\$3,000.00	\$ -
Per Diem	0	Day	\$260.00	\$ -
MTLS Mobile Scanner	0	Day	\$8,000.00	\$ -
Survey Equipment	0	HR	\$30.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 40,000.00

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: EMI	\$ 58,788.09
Subconsultant 2: FCS	\$ 118,255.95
Subconsultant 4: MONUMENT ROW	\$ 14,842.99
Subconsultant 5: NSE	\$ 32,865.05
Subconsultant 6: PEC WATER	\$ 83,230.45

m) TOTAL SUBCONSULTANTS' COSTS \$ 307,982.53

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 347,982.53

TOTAL COST [(c) + (j) + (k) + (n)] \$ 878,866.38

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage 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. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	3 Year Contract Duration
\$188,538.19	/	2940.0	=	\$64.13	Year 1 Avg Hourly Rates

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Average Hourly Rate		Escalation		
Year 1	\$64.13	+	5.00%	=	\$67.34 Year 2 Avg Hourly Rate
Year 2	\$67.34	+	5.00%	=	\$70.70 Year 3 Avg Hourly Rate
Year 3	\$70.70	+	5.00%	=	\$74.24 Year 4 Avg Hourly Rate
Year 4	\$74.24	+	5.00%	=	\$77.95 Year 5 Avg Hourly Rate
Year 5	\$77.95	+	5.00%	=	\$81.85 Year 6 Avg Hourly Rate
Year 6	\$81.85	+	5.00%	=	\$85.94 Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total hours per Cost Proposal		Total Hours per Year	
Year 1	50%	x	2940.0	=	1470.0	Estimated Hours Year 1
Year 2	25%	x	2940.0	=	735.0	Estimated Hours Year 2
Year 3	25%	x	2940.0	=	735.0	Estimated Hours Year 3
Year 4		x	2940.0	=	0.0	Estimated Hours Year 4
Year 5		x	2940.0	=	0.0	Estimated Hours Year 5
Year 6		x	2940.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		2940.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$64.13	x	1470.0	=	\$94,269.09	Estimated Cost Year 1
Year 2	\$67.34	x	735.0	=	\$49,491.27	Estimated Cost Year 2
Year 3	\$70.70	x	735.0	=	\$51,965.84	Estimated Cost Year 3
Year 4	\$74.24	x	0.0	=	\$0.00	Estimated Cost Year 4
Year 5	\$77.95	x	0.0	=	\$0.00	Estimated Cost Year 5
Year 6	\$81.85	x	0.0	=	\$0.00	Estimated Cost Year 6
Total Direct Labor Cost with Escalation					\$195,726.21	
Direct Labor Subtotal before Escalation					\$188,538.19	
Estimated total of Direct Labor Salary Increase					\$7,188.02	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Earth Mechanics, Inc.

Project No. Fournier Rd Improvement Project Contract No. _____

Date 7/19/2024

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal	Alaresh Thuraiarajah	\$101.60 - \$106.70	27	\$ 101.60	\$ 2,743.20
Principal Engineer / Geologist		\$77.90 - \$101.50	28	\$ 77.90	\$ 2,181.20
Senior Engineer / Geologist		\$63.70 - \$75.30	26	\$ 63.70	\$ 1,656.20
Sr. Project Engineer / Geologist		\$54.70 - \$68.60	0	\$ 54.70	\$ -
Project Engineer / Geologist		\$50.30 - \$58.30	56	\$ 53.50	\$ 2,996.00
Sr. Staff Engineer / Geologist		\$51.30 - \$53.90	12	\$ 51.30	\$ 615.60
Staff Engineer / Geologist		\$33.00 - \$45.10	30	\$ 45.10	\$ 1,353.00
Senior Technician		\$49.60 - \$52.50	14	\$ 52.50	\$ 735.00
Technician		\$20.50 - \$27.20	10	\$ 27.20	\$ 272.00
					\$ -
					\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 12,552.20
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 567.99
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 13,120.19

INDIRECT COSTS

d) Fringe Benefits (Rate: 58.42%)	e) Total Fringe Benefits [(c) x (d)]	\$ 7,664.81
f) Overhead & G&A (Rate: 112.26%)	g) Overhead [(c) x (f)]	\$ 14,728.72
h) General & Admin (Rate: 0%)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 22,393.54

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 3,551.37
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Drill Rig Rental	2	Day	\$ 6,000.00	\$ 12,000.00
Traffic Control	2	Day	\$ 1,800.00	\$ 3,600.00
Soil Cutting Contaminants Testing	2	Test	\$ 315.00	\$ 630.00
Soil Cuttings (drums) Disposal	6	Drum	\$ 165.00	\$ 990.00
Water Meter	1	Meter	\$ 500.00	\$ 500.00
Well Permit	1	Permits	\$ 1,000.00	\$ 1,000.00
Mileage	900	Mile	\$ 0.67	\$ 603.00
EMI Per Diem	2	Day	\$ 200.00	\$ 400.00
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 19,723.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 19,723.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 58,788.09

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage 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. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Earth Mechanics, Inc.

Project No. Fournier Rd Improvement Project Contract No. _____

Date 7/19/2024

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 12,552.20	203	=	\$ 61.83	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 61.83	+	5%	=	\$ 64.93	Year 2 Avg Hourly Rate
Year 2	\$ 64.93	+	5%	=	\$ 68.17	Year 3 Avg Hourly Rate
Year 3	\$ 68.17	+	5%	=	\$ 71.58	Year 4 Avg Hourly Rate
Year 4	\$ 71.58	+	5%	=	\$ 75.16	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	203.0	=	40.6	Estimated Hours Year 1
Year 2	70.00%	*	203.0	=	142.1	Estimated Hours Year 2
Year 3	10.00%	*	203.0	=	20.3	Estimated Hours Year 3
Year 4	0.00%	*	203.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	203.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	203.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 61.83	*	41	=	\$ 2,510.44	Estimated Hours Year 1
Year 2	\$ 64.93	*	142	=	\$ 9,225.87	Estimated Hours Year 2
Year 3	\$ 68.17	*	20	=	\$ 1,383.88	Estimated Hours Year 3
Year 4	\$ 71.58	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 13,120.19	
Direct Labor Subtotal before Escalation				=	\$ 12,552.20	
Estimated total of Direct Labor Salary Increase				=	\$ 567.99	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

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 Administration of Engineering and Design Related Service
6. 48 Ccode 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 noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Alahesh Thurairajah

Title *: President

Signature: 

Date of Certification: 7/19/2024

Email: A.Thurairajah@earthmech.com

Phone number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

* 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:

541330 - Geotechnical Engineering
541380 - Laboratory Testing

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **FCS International, Inc. dba FirstCarbon Solutions**

Project No. _____ Contract No. _____

Date **7/24/2024****DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Associate Director	Philip Ault, MS, LEED AP	70-100	63	\$ 80.00	\$ 5,040.00
ES Project Manager	Brandon Carroll	30-60	122	\$ 37.50	\$ 4,575.00
Senior Biologist II		60-90	44	\$ 69.71	\$ 3,067.24
Biological Monitor		30-60	109	\$ 35.00	\$ 3,815.00
Senior Attorney		80-110	9	\$ 100.00	\$ 900.00
GIS Scientist II		40-70	22	\$ 51.00	\$ 1,122.00
Associate II		30-60	19	\$ 36.00	\$ 684.00
Senior Managing Editor		40-70	38	\$ 55.00	\$ 2,090.00
Document Specialist		30-60	37	\$ 36.20	\$ 1,339.40
Director		80-110	14	\$ 97.50	\$ 1,365.00
Archeological Manager II		40-70	23	\$ 50.00	\$ 1,150.00
Senior Scientist I		40-70	23	\$ 58.00	\$ 1,334.00
Associate II		40-70	35	\$ 41.00	\$ 1,435.00
Cultural Resources Specialist		30-60	12	\$ 33.50	\$ 402.00
ES Project Manager		40-70	6	\$ 40.25	\$ 241.50
ES Analyst		20-50	102	\$ 25.00	\$ 2,550.00
Air Quality Associate		30-60	44	\$ 34.00	\$ 1,496.00
Senior Scientist I		40-70	14	\$ 55.00	\$ 770.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 33,376.14

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 1,272.47

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ **34,648.61****INDIRECT COSTS**

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead & G&A (Rate: 185.50%)

g) Overhead [(c) x (f)] \$ 64,273.16

h) General & Admin (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ **64,273.16****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ **9,892.18****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage - Current IRS Rate	600	Miles	\$ 0.67	\$ 402.00
Mileage - Current IRS Rate	12000	Miles	\$ 0.67	\$ 8,040.00
CHRIS Survey Requests Filing Fees	1	Each	\$ 1,000.00	\$ 1,000.00

l) **TOTAL OTHER DIRECT COSTS** \$ **9,442.00****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ **-**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ **9,442.00****TOTAL COST [(c) + (j) + (k) + (n)]** \$ **118,255.95****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage 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. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **FCS International, Inc. dba FirstCarbon Solutions**

Project No. _____ Contract No. _____ Date **7/24/2024**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 33,376.14	736	=	\$ 45.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 45.35	+	5%	=	\$ 47.62	Year 1 Avg Hourly Rate
Year 2	\$ 47.62	+	5%	=	\$ 50.00	Year 2 Avg Hourly Rate
Year 3	\$ 50.00	+	5%	=	\$ 52.50	Year 3 Avg Hourly Rate
Year 4	\$ 52.50	+	5%	=	\$ 55.12	Year 4 Avg Hourly Rate
Year 5	\$ 55.12	+	5%	=	\$ 57.88	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	736.0	=	368.0	Estimated Hours Year 1
Year 2	25.00%	*	736.0	=	184.0	Estimated Hours Year 2
Year 3	25.00%	*	736.0	=	184.0	Estimated Hours Year 3
Year 4	0.00%	*	736.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	736.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	736.0	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 45.35	*	368	=	\$ 16,688.07	Estimated Hours Year 1
Year 2	\$ 47.62	*	184	=	\$ 8,761.24	Estimated Hours Year 2
Year 3	\$ 50.00	*	184	=	\$ 9,199.30	Estimated Hours Year 3
Year 4	\$ 52.50	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 55.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 34,648.61	
Direct Labor Subtotal before Escalation				=	\$ 33,376.14	
Estimated total of Direct Labor Salary Increase				=	\$ 1,272.47	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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 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 noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Philip Ault, MS, LEED AP Title *: Associate Director

Signature:  Date of Certification: 7/24/2024

Email: pault@fcs-intl.com Phone number: 559.930.6191 (cell)

Address: 7726 N. First Street, #413, Fresno, CA 93720

* 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:

- CEQA/NEPA Documentation
- Technical Studies (Air Quality, Biological Resources, Cultural Resources, Noise)
- Regulatory Permitting Services

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: Monument ROWProject No. BRLS-5938 (259 & 260)

Contract No. _____

Date July 5, 2024

Project Name _____

DIRECT LABOR

Name	Classification	Fee Range	Hours	Actual Hr Rate	Total
	ROW PIC		8	\$111.43	\$ 891.44
	Senior Project Manager		12	\$85.00	\$ 1,020.00
	Project Manager		4	\$75.00	\$ 300.00
	Senior Agent		4	\$65.00	\$ 260.00
	Agent		48	\$45.00	\$ 2,160.00
	Professional Staff		6	\$38.00	\$ 228.00
	Admin		6	\$32.00	\$ 192.00
	XXX		0		\$ -
	XXX		0		\$ -
	TOTAL LABOR HOURS		88		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 5,051.44

b) Anticipated Salary Increases

\$426.91

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ **5,478.35****INDIRECT COSTS**

d) Fringe Benefits (Rate:)

58.00%

c) Total Fringe Benefits [(c) x (d)]

\$ 3,177.44

f) Overhead (Rate:)

58.12%

g) Overhead [(c) x (f)]

\$ 3,184.02

h) General and Administrative (Rate:)

i) Gen & Admin [(c) x (h)]

\$ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ **6,361.46****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$ **1,183.98****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	640		\$ 0.66	\$ 419.20
Postage	4	ea	\$ 50.00	\$ 200.00
Title Reports	1	ea	\$ 1,200.00	\$ 1,200.00

i) **TOTAL OTHER DIRECT COSTS** \$ **1,819.20****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Total

\

Appraisals (8)

0 ea 3500 \$ -

Appraisal Reviews (8)

0 ea 2000 \$ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ **-**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ **1,819.20****TOTAL COST [(c) + (j) + (k) + (n)]** \$ **14,842.99**

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$5,051.44	88 =	\$57.40	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$57.40	+	5.0%	=	\$60.27	Year 2 Avg Hourly Rate
Year 2	\$60.27	+	5.0%	=	\$63.29	Year 3 Avg Hourly Rate
Year 3	\$63.29	+	5.0%	=	\$66.45	Year 4 Avg Hourly Rate
Year 4	\$66.45	+	5.0%	=	\$69.77	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	5.0%	* 88	=	4	Estimated Hours Year 1
Year 2	35.0%	* 88	=	31	Estimated Hours Year 2
Year 3	50.0%	* 88	=	44	Estimated Hours Year 3
Year 4	10.0%	* 88	=	9	Estimated Hours Year 4
Year 5	0.0%	* 88	=	0	Estimated Hours Year 5
Total	100.000%	Total	=	88	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$57.40	* 4	=	\$252.57	Estimated Hours Year 1
Year 2	\$60.27	* 31	=	\$1,856.40	Estimated Hours Year 2
Year 3	\$63.29	* 44	=	\$2,784.61	Estimated Hours Year 3
Year 4	\$66.45	* 9	=	\$584.77	Estimated Hours Year 4
Year 5	\$69.77	* 0	=	\$0.00	Estimated Hours Year 5
		Total Direct Labor Cost with Escalation	=	\$5,478.35	
		Direct Labor Subtotal before Escalation	=	\$5,051.44	
		Estimated total of Direct Labor Salary Increase	=	\$426.91	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

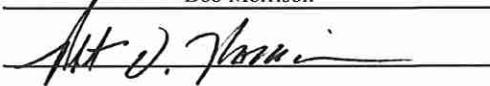
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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,
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 noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Bob Morrison</u>	Title**:	<u>Vice President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>7/5/2024</u>
Email**:	<u>bmorrison@monumentrow.com</u>	Phone Number:	<u>(916) 717-7069</u>
Address:	<u>8 Cobbleston Court, Laguna Niguel, CA 92677</u>		

**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:

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: NorthStar Engineering Group, Inc.

Project No. Fournier Road Improvement

Contract No. _____

Date 7/18/2024

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal/ Project Manager	Kent Hysell		11	\$ 86.54	\$ 951.94
Land Surveyor	Rien Groenewoud		50	\$ 72.12	\$ 3,606.00
Surveyor Assistant / Drafter	Curtis Olson		38	\$ 34.00	\$ 1,292.00
Various	Survey Crew - Party Chief		52	\$ 58.49	\$ 3,041.48
Various	Survey Crew - Chainmen		52	\$ 51.02	\$ 2,653.04
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 11,544.46

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 528.16

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 12,072.62

INDIRECT COSTS

d) Fringe Benefits (Rate: 52.67%)

e) Total Fringe Benefits [(c) x (d)] \$ 6,358.65

f) Overhead & G&A (Rate: 69.81%)

g) Overhead [(c) x (f)] \$ 8,427.90

h) General & Admin (Rate: 25%)

i) Gen & Admin [(c) x (h)] \$ 3,018.15

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 17,804.70

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 2,987.73

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 32,865.05

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage 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. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant _____

Project No. _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 11,544.46	203	=	\$ 56.87	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 56.87	+	5%	=	\$ 59.71	Year 2 Avg Hourly Rate
Year 2	\$ 59.71	+	5%	=	\$ 62.70	Year 3 Avg Hourly Rate
Year 3	\$ 62.70	+	5%	=	\$ 65.83	Year 4 Avg Hourly Rate
Year 4	\$ 65.83	+	5%	=	\$ 69.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	203.0	=	81.2	Estimated Hours Year 1
Year 2	30.00%	*	203.0	=	60.9	Estimated Hours Year 2
Year 3	30.00%	*	203.0	=	60.9	Estimated Hours Year 3
Year 4	0.00%	*	203.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	203.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	203.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 56.87	*	81	=	\$ 4,617.78	Estimated Hours Year 1
Year 2	\$ 59.71	*	61	=	\$ 3,636.50	Estimated Hours Year 2
Year 3	\$ 62.70	*	61	=	\$ 3,818.33	Estimated Hours Year 3
Year 4	\$ 65.83	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 12,072.62	
Direct Labor Subtotal before Escalation				=	\$ 11,544.46	
Estimated total of Direct Labor Salary Increase				=	\$ 528.16	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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 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 noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kent Hysell

Title *: CFO

Signature: 

Date of Certification: 7/18/2024

Email: khysell@nseng.net

Phone number: 209-524-3525

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 services the consultant is providing under the proposed contract:

Land Surveying Services

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: PEC Water Inc

Project No. _____ Contract No. _____

Date 7/19/2024

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Senior Project Manager	Don Whitehead		40	\$ 85.00	\$ 3,400.00
Principal Water Resources Engineer	Hamed Hakimelahi		220	\$ 83.00	\$ 18,260.00
Hydraulic and Hydrology Modeler	Ehsan Omranian		100	\$ 72.00	\$ 7,200.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 28,860.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 1,320.35
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 30,180.35

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>30.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 9,054.10
f) Overhead & G&A (Rate: <u>80.00%</u>)	g) Overhead [(c) x (f)]	\$ 24,144.28
h) General & Admin (Rate: <u>40%</u>)	i) Gen & Admin [(c) x (h)]	\$ 12,072.14
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 45,270.52
FIXED FEE <u>10</u>	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 7,545.09

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Mileage	350	mile	\$ 0.67	\$ 234.50
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 234.50

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 234.50

TOTAL COST [(c) + (j) + (k) + (n)] \$ 83,230.45

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. 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.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant PEC Water Inc

Project No. _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 28,860.00	360	=	\$ 80.17	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 80.17	+	5%	=	\$ 84.18	Year 2 Avg Hourly Rate
Year 2	\$ 84.18	+	5%	=	\$ 88.38	Year 3 Avg Hourly Rate
Year 3	\$ 88.38	+	5%	=	\$ 92.80	Year 4 Avg Hourly Rate
Year 4	\$ 92.80	+	5%	=	\$ 97.44	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	360.0	=	144.0	Estimated Hours Year 1
Year 2	30.00%	*	360.0	=	108.0	Estimated Hours Year 2
Year 3	30.00%	*	360.0	=	108.0	Estimated Hours Year 3
Year 4	0.00%	*	360.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	360.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	360.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 80.17	*	144	=	\$ 11,544.00	Estimated Hours Year 1
Year 2	\$ 84.18	*	108	=	\$ 9,090.90	Estimated Hours Year 2
Year 3	\$ 88.38	*	108	=	\$ 9,545.45	Estimated Hours Year 3
Year 4	\$ 92.80	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 30,180.35	
Direct Labor Subtotal before Escalation				=	\$ 28,860.00	
Estimated total of Direct Labor Salary Increase				=	\$ 1,320.35	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

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 Administration of Engineering and Design Related Service
6. 48 Ccode 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 noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Hamed Hakimelahi</u>	Title *:	<u>Engineering Director, CFO</u>
Signature:	<u><i>Hamed Hakimelahi</i></u>	Date of Certification:	<u>7/19/2024</u>
Email:	<u>Hamed@PECwater.com</u>	Phone number:	<u>562-333-0422</u>
Address:	<u>66 Franklin St Suite 300 Oakland, CA, 94607</u>		

* 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:

1. Hydraulic and Hydrology Analysis
 2. Draft and Final Hydraulics and Scour Report
 3. No-rise certificate



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Mark Thomas & Company, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 146.58 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): 0.52

Fiscal Period:* 01/01/2023 - 12/31/2023

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 30+ years
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** ZachSiviglia

Title:** President/CEO

Signature: 

Date: 7/3/24

Phone:** 916-390-5131

Email:** zsiviglia@markthomas.com

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.



MARKTHO-01

SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2024

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald		
	PHONE (A/C, No, Ext): (925) 918-4535	FAX (A/C, No):	
	E-MAIL ADDRESS: Jessica.McDonald@ioausa.com		
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Continental Insurance Company		35289
	INSURER B: Continental Casualty Company		20443
	INSURER C: Valley Forge Insurance Company		20508
	INSURER D: Lloyd's		NA
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	7040185059	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	740274825	9/15/2024	9/15/2025	☒ 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
D	Cyber Liability			ACS1284324	7/1/2024	7/1/2025	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Mariposa County Fournier Road Improvement RFP
County of Mariposa, its officers, officials, employees, and authorized designated volunteers are included as Additional Insured on a Primary & Non-Contributory basis with Waiver of Subrogation with respects to the General & Auto Liability policies, as required by written contract.
Worker's Compensation: Waiver of Subrogation is in favor of County of Mariposa, its officers, officials, employees, and authorized designated volunteers, as required by written contract.
Excess Liability policy follows form over the General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER	CANCELLATION
County of Mariposa 4639 Ben Hur Road Mariposa, CA 95338	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2024

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745
MARKTHO-03

INSURED
Mark Thomas & Company, Inc.
2833 Junction Avenue, Suite 110
San Jose CA 95134

CONTACT NAME: Mandy Guo

PHONE (A/C No., Ext): 510-272-1402

FAX (A/C, No):

E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: XL Specialty Insurance Co.

37885

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1341925104

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 NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED 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? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contr. Pollution Liab Included			DPR5031067	7/1/2024	7/1/2025	Per Claim Aggregate Limit \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #24-80507 - Mariposa County Fournier Road Improvement Project.

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC

County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

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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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5505	0100	70111	Capital Project Reserve Fund "Housing Trust Fund"			175,773
5505	0100	80111	Transfer Out		175,773	
5581	0350	49101	Transfer In		(175,773)	
5581	0350	70311	Roads and Bridges		175,773	
TOTALS					175,773	175,773

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
TOTALS				0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 25

DEPARTMENT HEAD SIGNATURE

DATE 9/25/24

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT Admin.

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-439

MEETING: October 8, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt the Resolution Approving the Submission of CalRecycle Rubberized Pavement 2024-2025 Grant; Authorize the Director of Public Works and Transportation to Sign the Application; and Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt the Resolution Approving the Submission of CalRecycle Rubberized Pavement 2024-2025 Grant; Authorize the Director of Public Works and Transportation to Sign the Application; and Authorize the Director of Public Works and Transportation to Execute All Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Form by County Counsel)

CalRecycle grant application procedures require an applicant's governing body to authorize, by resolution, its approval for submitting grant applications. Funding received will support rubberized chip seals on East Whitlock Road between SR140 and Colorado Road and Darrah Road between SR49 and Triangle Road.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has received grants from The California Department of Resources Recycling and Recovery (CalRecycle) in the past. Similar funding was used on Merced Falls Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and we will not be eligible for the grant.

FINANCIAL IMPACT

Seeking grant funds to offset chip sealing costs will not result in any negative financial impact.

ATTACHMENTS

1. IndividualGrantReso CalRecycle

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES:

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

Resolution of the County of Mariposa authorizing submittal of an Individual Grant application for the FY24-25 Rubberized Pavement Grant Program

Whereas, the California Public Resources Code authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs; and

Whereas, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the Grant Programs; and

Whereas, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle Grants.

Now, therefore, be it resolved that the Director of Public Works & Transportation is authorized to submit an application to CalRecycle for the Rubberized Pavement Grant Program.

Be it further resolved that the Director of Public Works & Transportation, or their designee, are hereby authorized as Signature Authority to execute in the name of the County of Mariposa all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.

Be it further resolved that these authorizations are effective for five years from the date of adoption.

Passed and Adopted by the Board of Supervisors of Mariposa County, State of California this 8th day of October, 2024, by the following vote:



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Approve Purchase of Harris Radio's in the Amount of \$134,064 for the Mariposa County Adult Detention Facility; and Approve Budget Action Transferring Funds to Appropriate Fund Line within the Sheriff's Office (\$135,000)(4/5th Vote)

RECOMMENDATION AND JUSTIFICATION

Approve Purchase of Harris Radio's in the Amount of \$134,064 for the Mariposa County Adult Detention Facility; and Approve Budget Action Transferring Funds to Appropriate Fund Line within the Sheriff's Office (\$135,000)(4/5th Vote)

The current radios used at the Mariposa County Adult Detention Facility are failing and are unable to source replacement parts. A 700 mhz license has been secured with the FCC as the transition to a 700mhz Harris BeOn system is implemented. This will allow radio communications over the LTE Band for the Jail and Patrol divisions, providing the ability for radios to work nationwide.

A Sole Source memo was presented to the Purchasing Agent and was approved.

Per the Mariposa County Purchasing Policy Resolution 202-642 approved by the Board of Supervisors:

Item F-3: Non-competitive Purchases: Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single-source procurement is when multiple vendors could supply the good or service, but one vendor is selected over the others for substantial reasons. Sole-source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

H. Exemptions- 12. Non-competitive Purchases: Non-competitive purchases are purchases made without utilizing a competitive process. Single sourcing and sole sourcing are types of non-competitive purchases. Single source procurement is when multiple vendors could supply the good or service but one vendor is selected over the others for substantial reasons. Sole source procurement is when only one vendor can provide the good or service. Non-competitive purchases should be rare and require approval of the purchasing agent.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar purchases in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved the current radio situation at the Adult Detention Facility will continue to deteriorate, creating serious safety issues.

FINANCIAL IMPACT

This purchase will be funded with the current PATH 3 Grant funding that has been approved in the FY25 budget. A budget action is attached to move funds from the services and supplies category to the fixed asset category for this purchase.

ATTACHMENTS

1. **MariposaCountyAdultDetentionFacilityXL200P**
2. **Cook's Communications - Sole Source**
3. **MariposaCountyAdultDetentionFacilityXL200P - Budget Action**



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: MARIPOSASHER

Quote No.: 14627

Phone: (559) 233-8818

(559) 268-8506

Quote To: **County of Mariposa Sheriff Dept**

P O Box 276
Mariposa, CA 95338-0276

Ship To: **Mariposa County Adult Detention Facility**

5379 Hwy 49 N
X2360
Mariposa, CA 95338

Phone:

Fax:

Phone: (209) 966-3615

Email: jdav@mariposacounty.org

Date
02/01/24

Ship Via
UPS Ground

F.O.B.
Origin

Terms
Net 30

Purchase Order Number

Sales Person
Paul Lambert

Expiration Date
03/01/24

Quantity Required	Item Number	Description	Unit Price	Amount
30	XL-PFM1M	Harris XL-200P P25 Portable, Full Keypad Midnight Black	2275.00	68250.00
30	XL-PKGF1	Harris Feature Package All Bands V+U+7/800	1152.00	34560.00
30	XL-NC5Z	Harris Antenna for XL-200P 136-870	83.00	2490.00
30	XL-PL4U	Harris Feature Package Single-Key DES Encryption	0.01	0.30
30	XL-PA4K	Harris Battery LI-ION, Hi Cap, 4800MAH	129.00	3870.00
30	XL-HC3L	Harris Metal Belt Clip for XL-200P	22.50	675.00
30	XL-AE1V	Harris Speaker Mic, Wireless Bluetooth, Advanced	222.00	6660.00
1	XL-CH6G	Harris XL-200P Six Bay Charger	665.00	665.00
30	XL-CH6F	Harris Single Unit Charger Old P/N XL-CH6A	176.00	5280.00
1	XL-CJ3A	Harris USB Programming Cable for XL-200	170.00	170.00
1	SS-DF3A DONGLE	Harris Master AACRPM/RPM2 License	450.00	450.00

Subtotal	123070.30
Freight charges	225.00
Sales tax @ 8.75000%	10768.65
Total	134063.95

We appreciate your continued patronage

Thank You

From: [Sheriff](#)
To: [Sheriff](#)
Subject: FW: Cook's Communications
Date: Wednesday, September 18, 2024 9:40:18 AM
Attachments: [image001.png](#)

From: Joe Lynch <jlynch@mariposacounty.org>
Sent: Monday, August 26, 2024 8:18 AM
To: Jacob Bobman <jbobman@mariposacounty.org>
Subject: Fw: Cook's Communications

Good morning,

I will approve the exemption, however, please see the note from Steve below. It has to go to the Board for approval.

thank you
Joe

From: Jacob Bobman <jbobman@mariposacounty.org>
Sent: Thursday, August 22, 2024 12:09 PM
To: Joe Lynch <jlynch@mariposacounty.org>
Cc: Kevin Packard <kpackard@mariposacounty.org>
Subject: Cook's Communications

CAO Lynch,

Thank you for taking the time today to meet with us. Please find attached, our quote for radios that we're looking to purchase with PATH 3 funds.

We would like to consider this a justifiable single source purchase from Cook's Communications the following reasons:

1. They are the nearest servicing dealer for Harris radios
2. They are the area dealer
3. They supply our current radios and parts (Department wide)
4. Familiar with the area and geographical challenges it brings
5. They can provide immediate repair work if there is an emergency outage

Please let me know if you have any questions.

Thank you,

**Captain Jake Bobman
Mariposa County Jail
5379 Hwy 49 North
PO Box 727
Mariposa, CA 95338
(209) 966-3616**



BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3442	220	60421	Equipment			135,000
3442	220	70211	General Equipment		135,000	
				TOTALS	135,000	135,000

TRANSFER BETWEEN FUNDS					DEBIT	Credit
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 2024-2025

DEPARTMENT HEAD SIGNATURE

DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



Air Pollution Control District

MEETING: October 8, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required)

BACKGROUND AND HISTORY OF BOARD ACTIONS

This grant award is for related expenses necessary to assist with the implementation of AB 617 Community Air Protection Incentives. The State of California adopted Senate Bill (SB) 856 (Chapter 30, Statutes of 2018) to continue the Community Air Protection Funds Program and reduce emissions in communities most heavily burdened by air pollution, in support of the Community Air Protection Program adopted by AB 617. The District has been offered up to \$135,151.18 in funding, of which: \$118,257.28 are dedicated to Project Funds and \$16,893.90 are available for implementation / administration. The District plans to use the funds to pay for projects already approved and working in other parts of the state.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the grant agreement and forego the grant funding opportunity.

FINANCIAL IMPACT

There will be no impact to the general fund. Revenue and corresponding appropriations are included in Budget Action 3484-457.

ATTACHMENTS

1. Signed G-21-MCAP 11 Mariposa
2. Budget Action G21-MCAP

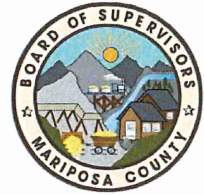
VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



Air Pollution Control District 2024-009

MEETING: October 8, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Interim Health and Human Services Agency Director

RE: Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Acceptance of the Grant Agreement for Assembly Bill (AB) 617 Community Air Protection Incentives Signed by the Air Pollution Control Officer on June 20, 2022; and Approve Budget Action Increasing Revenue and Appropriations in the Public Health Department Budget to Recognize the Grant Funding \$135,151.18 (4/5ths Vote Required)

BACKGROUND AND HISTORY OF BOARD ACTIONS

This grant award is for related expenses necessary to assist with the implementation of AB 617 Community Air Protection Incentives. The State of California adopted Senate Bill (SB) 856 (Chapter 30, Statutes of 2018) to continue the Community Air Protection Funds Program and reduce emissions in communities most heavily burdened by air pollution, in support of the Community Air Protection Program adopted by AB 617. The District has been offered up to \$135,151.18 in funding, of which: \$118,257.28 are dedicated to Project Funds and \$16,893.90 are available for implementation / administration. The District plans to use the funds to pay for projects already approved and working in other parts of the state.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the grant agreement and forego the grant funding opportunity.

FINANCIAL IMPACT

There will be no impact to the general fund. Revenue and corresponding appropriations are included in Budget Action 3484-457.

ATTACHMENTS

1. Signed G-21-MCAP 11 Mariposa
2. Budget Action G21-MCAP

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3484	457	45063	G21-MCAP-11/State Revenue		(135,151)	
3484	457	51111	Salaries		10,981	
3484	457	52101	Retirement-Employer		1,713	
3484	457	52201	Medical Insurance		1,446	
3484	457	52202	Dental Insurance		105	
3484	457	52203	Vision Insurance		96	
3484	457	52205	Life Insurance		58	
3484	457	52208	Medical Insurance Admin Fee		42	
3484	457	52301	Social Security		1,162	
3484	457	52302	Medicare		829	
3484	457	52303	SDI		462	
3484	457	60201	Misc. Expense		118,257	
TOTALS					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE Kim Kehely DATE 6/25/24
 AUDITOR SIGNATURE _____ DATE _____
 COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____
 APPROVED BY RES NO. APCD 24-009 CLERK Danielly Brads DATE 10.8.24

DEPARTMENT	AUDITOR'S USE ONLY BA #
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GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 5 (Fiscal Year 21/22)		GRANT NUMBER G21-MCAP-11
GRANTEE NAME Mariposa County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 135,151.18	
START DATE: 5/15/2022	END DATE: 6/30/2026	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Project Funds – \$118,257.28
Implementation Funds – \$16,893.90
Total Grant Award – \$135,151.18
SB 535 Funding Target – \$0.00
AB1550 Funding Target – \$106,431.55

Exhibit A – General Terms and Conditions

Special Terms and Conditions – Grant is contingent on CARB receipt of a Board Resolution or Minute Order consistent with CAP Guidelines.

In accordance with Assembly Bill (AB) 128, section 15.14, 25 percent of the Fiscal Year 2021-22 GGRF funds allocated under this grant in the amount of \$33,787.79 shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap-and-trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB. The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief	DATE	TITLE Eric Sargent Air Pollution Control Office	DATE 6/30/22
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5100 Bullion St (P.O. Box 5), Mariposa, CA 95338	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$135,151.18	PROGRAM 3530000L39	PROJECT 3900CAP	ACTIVITY 3228CAP21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$ 135,151.18	(OPTIONAL USE) FY21 GGRF \$101,363.39 upon grant execution and \$33,787.79 after 4 th quarter Cap-and -Trade auction.		CHAPTER 240
APPR REF 102	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	STATUTE 2021 SB-170
		SERVICE LOCATION 50020	FISCAL YEAR (ENY) 2021
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: Dana Grubaugh			DATE June 2, 2022

California Air Resources Board
Fiscal Year 2021-2022 – AB 617 Community Air Protection (CAP) Incentives
GRANT AGREEMENT

General Terms and Conditions:

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
 - a. In accordance with Assembly Bill (AB) 129, section 15.14, 25 percent of the Fiscal Year 2021-2022 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
 - b. The air district (Grantee) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines*, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
 - c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: no less than 80 percent of funds will go to projects that are located in and provide direct, meaningful, and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes of 2016); however, the Grantee will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.
 - d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3484	457	45063	G21-MCAP-11/State Revenue		(135,151)	
3484	457	51111	Salaries		10,981	
3484	457	52101	Retirement-Employer		1,713	
3484	457	52201	Medical Insurance		1,446	
3484	457	52202	Dental Insurance		105	
3484	457	52203	Vision Insurance		96	
3484	457	52205	Life Insurance		58	
3484	457	52208	Medical Insurance Admin Fee		42	
3484	457	52301	Social Security		1,162	
3484	457	52302	Medicare		829	
3484	457	52303	SDI		462	
3484	457	60201	Misc. Expense		118,257	
TOTALS					0	0

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
TOTALS				0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE <u>Kim Kehely</u>	DATE <u>6/25/24</u>
AUDITOR SIGNATURE _____	DATE _____
COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____	DATE _____
APPROVED BY RES NO. _____	CLERK _____ DATE _____

DEPARTMENT _____	AUDITOR'S USE ONLY BA # _____
------------------	----------------------------------



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission

MEETING: October 8, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to the FY 24/25 Local Transportation Commission (LTC) Overall Work Program (OWP); and Authorize Executive Director – Mariposa County Transportation Commission (MCLTC) to Sign the Overall Work Program Agreement (OWPA) Amendment I (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the FY 24/25 Local Transportation Commission (LTC) Overall Work Program (OWP); and Authorize Executive Director – Mariposa County Transportation Commission (MCLTC) to Sign the Overall Work Program Agreement (OWPA) Amendment I (Subject to Approval as to Legal Form by County Counsel).

This amendment is necessary to recognize our carryover amount of \$39,500 Rural Planning Assistance (RPA) Funds from our FY 24/25 Overall Work Program (OWP) Reconciliation Letter. Staff was notified July 9, 2024 of our successful award of the Mariposa Town Transit & Economic Development Initiative SB1 Grant in the amount of \$198,463; which both of these amounts caused an increase in our FY 24/25 OWP.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In past years, upon receipt of carryover amounts and new grants, amendments have been approved by the LTC.

FY 23/24 Amendment I OWP LTC-2023-25

FY 22/23 Amendment I OWP LTC-2022-17

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this not be approved, staff will not be allowed to utilize the carryover amount for OWP work, nor perform any work or seek reimbursement on the new grant project.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Mariposa County Local Transportation Commission 22_23 Reconciliation Letter - signed

2. Sustainable Planning Grant Award
3. FY 2024-25 OWPA -10-08-24
4. OWP FY 24 -25 Amendment I - 10-8-24 V1

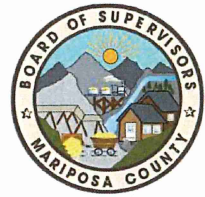
VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission LTC 2024-014

MEETING: October 8, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to the FY 24/25 Local Transportation Commission (LTC) Overall Work Program (OWP); and Authorize Executive Director – Mariposa County Transportation Commission (MCLTC) to Sign the Overall Work Program Agreement (OWPA) Amendment I (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

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FY 22/23 Amendment I OWP LTC-2022-17

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this not be approved, staff will not be allowed to utilize the carryover amount for OWP work, nor perform any work or seek reimbursement on the new grant project.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Mariposa County Local Transportation Commission 22_23 Reconciliation Letter - signed
2. Sustainable Planning Grant Award
3. FY 2024-25 OWPA -10-08-24

4. OWP FY 24 -25 Amendment I - 10-8-24 V1

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

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

California Department of Transportation

DEPARTMENT OF TRANSPORTATION

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 | SACRAMENTO, CA 94273-0001
(916) 654-2596 | FAX (916) 653-0001 TTY 711
www.dot.ca.gov



August 26, 2024

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission
4639 Ben Hur Road,
Mariposa, CA 95338

Dear Ms. Hansen:

The purpose of this reconciliation letter for fiscal year (FY) 2023-24 is to confirm the unexpended totals in California Rural Planning Assistance (RPA), federally funded, and state funded grants as of **June 30, 2024**.

Rural Planning Assistance (RPA):	\$39,500.00
----------------------------------	-------------

Total Planning Funds Available:	<u>\$39,500.00</u>
--	---------------------------

Pursuant to the MFTA (section 3.C) and the Regional Planning Handbook (section 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation. If your agency's certification of expenditures exceeds the 25% allowable carryover, the above amount has been adjusted to reflect this.

Please review the reconciled totals. If in agreement with the balance(s), please electronically sign your specified field. Once all signatures are completed, all parties will automatically receive the fully signed reconciliation letter for their records via email.

Please note that in order to remain compliant with FTA Circular 8100.1D and CFR 630.106, all Federally funded carryover must be programmed via OWP/A and approved by the District within 90 days of the date of this letter.

If you have any questions or need additional information, please contact Lloyd Clark, District Regional Planning Liaison at Lloyd.Clark@dot.ca.gov or Omar Ruiz, Caltrans Headquarters Fund Specialist at Omar.Ruiz@dot.ca.gov.

Ms. Hansen
August 26, 2024
Page 2

Sincerely,

Erin Thompson

Erin Thompson
Chief, Office of Regional and Community Planning
Division of Transportation Planning

Gregoria Ponce

Gregoria Ponce (Aug 30, 2024 13:51 PDT)

Gregoria Ponce
Planning Deputy District Director
District 10

I concur with the above balances:

shannon Hansen

shannon Hansen (Sep 9, 2024 14:07 PDT)

Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission

09/09/2024

Date

Mariposa County Local Transportation Commission 22/23 Reconciliation Letter

Final Audit Report

2024-09-09

Created:	2024-08-30
By:	Gregoria Ponce (s123029@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS3LxU3M7otMggqJhu4ZqvewRllsz06O3

"Mariposa County Local Transportation Commission 22/23 Reconciliation Letter" History

-  Document created by Gregoria Ponce (s123029@dot.ca.gov)
2024-08-30 - 8:37:14 PM GMT- IP address: 149.136.17.250
-  Document emailed to Gregoria Ponce (gregoria.ponce@dot.ca.gov) for signature
2024-08-30 - 8:38:26 PM GMT
-  Email viewed by Gregoria Ponce (gregoria.ponce@dot.ca.gov)
2024-08-30 - 8:38:58 PM GMT- IP address: 149.136.17.250
-  Document e-signed by Gregoria Ponce (gregoria.ponce@dot.ca.gov)
Signature Date: 2024-08-30 - 8:51:34 PM GMT - Time Source: server- IP address: 149.136.17.250
-  Document emailed to shannon Hansen (shansen@mariposacounty.org) for signature
2024-08-30 - 8:51:35 PM GMT
-  Email viewed by shannon Hansen (shansen@mariposacounty.org)
2024-09-01 - 4:28:56 PM GMT- IP address: 64.118.119.220
-  Email viewed by shannon Hansen (shansen@mariposacounty.org)
2024-09-09 - 9:07:16 PM GMT- IP address: 64.118.100.36
-  Document e-signed by shannon Hansen (shansen@mariposacounty.org)
Signature Date: 2024-09-09 - 9:07:35 PM GMT - Time Source: server- IP address: 64.118.100.36
-  Agreement completed.
2024-09-09 - 9:07:35 PM GMT



California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
(916) 261-3326 | TTY 711
www.dot.ca.gov



July 9, 2024

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program					
Grant Award Fiscal Year	24-25	Grant Category	Sustainable Communities Competitive		Grant Fund Source RMRA
Project Title	The Mariposa Town Transit & Economic Development Initiative				
Grantee/Agency	Mariposa County Local Transportation Commission				
Executive Director	Miles Menetrey				
Grantee/Agency Contact	Will Fassett				
Sub-Recipient(s)					
Caltrans District Contact(s)	Gregoria Ponce				
Caltrans District Contact(s) E-mail	gregoria.ponce@dot.ca.gov				
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$198,463	\$0	\$25,713	\$25,713	11.47%	\$224,175
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due	
8/16/24		6/30/27		8/29/27	
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.					

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
 - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Sustainable Transportation Planning Grant Program

Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Revise schedule to reflect a Nov. 2024 - June 2027 timeline.	Updated Cost & Schedule spreadsheet to reflect 11/24 start date.
2. Task 6 - Outreach should be better developed to include the number of outreach efforts throughout the project, provide more details on the engagement efforts, and expand on underserved community engagement.	Page 8-9 of SOW. Added specificity and greater detail.
3. Ensure the Final Report is an ADA-accessible document.	Added this requirement on Page 11 of Scope of Work.
4. Update Total Project Cost to reflect \$224,176 in the Grant Application Cover Sheet and the Cost & Schedule.	Updated the Cover Sheet and Cost & Schedule w/this amount.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
 - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they are accrued.
 - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
 - Ensure the consultant procurement task includes the following deliverables: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
 - Unless prior arrangements are made, the earliest project start date is September 1, 2024, with an end date of June 30, 2027. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one task must extend to the grant expiration date on June 30, 2027.
 - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
 - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
 - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
 - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
 - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
 - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
 - Submit a Third-Party In-kind Valuation Plan. The district can provide a copy of the valuation plan checklist and template.
- **Overall Work Program (OWP)** – In accordance with the *OWP and Grant Amendment Guidelines*, submit a current Fiscal Year OWP and OWP Agreement (OWPA) Amendment, which includes the following:
 - The OWP/OWPA Amendment must include the Amendment Transmittal Memo, OWPA, OWP Budget Summary, and a standalone Work Element. These items must show consistent funding information for the grant project and include the full grant and local match amounts.

- The Work Element title must be consistent with the project title identified on the Grant Application Cover Sheet. The Work Element name and number must remain the same until the project is completed.
- In the Work Element, separate Tasks and Product Deliverables that will be accomplished in the current FY OWP from Tasks and Products that will be accomplished in future FYs. This can be accomplished by inserting a sub-heading for "current" and "future" work in the narrative.
- A Board Resolution to amend the OWP/OWPA and program the entire grant amount and local match funds.
- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the MPO/RTPA Master Fund Transfer Agreement for an overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** – Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
 - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP.
 - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
 - If the consultant helped to prepare the Project Scope of Work or grant application, they shall not be considered in the consultant procurement.
- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis.
- **Invoicing and Financial Requirements** –
 - Maintain a proper accounting system (MS Excel is unacceptable).
 - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
 - One-time, lump sum invoices are not allowed.
 - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice.
 - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your District Regional Planning Liaison.
 - All work must be completed by June 30, 2027.
 - Final RFR/invoice and the final product are due no later than August 29, 2027.
 - The final RFR/invoice will not be processed without the final product.
 - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: <https://ig.dot.ca.gov/resources>
- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds)

will require an Amendment and Caltrans approval. Please contact Caltrans for guidance on this process.



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2024-25

Grant Category (select only one)

Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)

11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)

Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)

Strategic Partnerships (MPOs and RTPAs only)

X Sustainable Communities Competitive
(11.47% Local Match requirement)

Strategic Partnerships (FHWA SPR Part I)
(20% Local Match requirement)

Sustainable Communities Competitive Technical
(11.47% Local Match requirement)

Strategic Partnerships Transit (FTA 5304)
(11.47% Local Match requirement)

Application Submittal Type (more than one may be selected)

New

Prior Phases

Re-Submittal

X

New
Application

Continuation of a prior project.
If so, list the Grant FY and project
title below.

Re-submittal from a prior grant cycle.

How many times has an application been
submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location

Project Title The Mariposa Town Transit & Economic Development Initiative

Project Location
(City) Mariposa

Project Location
(County) Mariposa

Funding Information

1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. [Match Calculator](#) (posted online)

☒ Minimum Local Match ☐ Over-Match

2. What is the source of Local Match funds being used?

(MPOs – Federal Toll Credits, PL, and FTA 5303 cannot be used to match Sustainable Communities Competitive or Adaptation Planning grants)

☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures

☒ Other, specify: General Fund

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$198,463	\$0	\$25,713	\$25,713	11.47%	\$224,176



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

Project Description (3-5 Sentences Max.)

Insert Application Narrative:

1. Project Description

The Mariposa Town Transit & Economic Development Initiative will identify a new transit strategy, focused on improving parking availability and increasing public transit ridership, in the Mariposa Town Planning Area (TPA). Major deliverables include recommendations for (1) improving existing parking and expanding parking inventory in the Town's commercial area, (2) increasing Yosemite Area Regional Transportation System use, and (3) enhancing the pedestrian experience in Mariposa's downtown corridor. These deliverables will help drive economic activity to a disadvantaged, low-income community, while reducing congestion, VMT, and GHG emissions.

The County of Mariposa Local Transportation Commission is the primary responsible party, with additional partners including a Downtown Transit Steering Committee, County Departments, Yosemite Area Regional Transportation System, and Caltrans District 10 staff.

The project advances planning efforts in the Mariposa County Short Range Transit Plan (2021), YARTS Strategic Plan (2021), Mariposa County's Integrated Mobility and Housing Study (2023), Mariposa County's Regional Transportation Plan (2023), Transportation Center + Active Transportation Feasibility Study (2019), Mariposa Economic Vitality Strategy (2017), elements of the California Transportation Plan 2040 (2016) and Caltrans District 10 System Management Plan (2015).

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.

- ☐ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☐ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☐ General Plan-Related (Circulation Element, Land Use Element, Specific Plan)
- ☒ Multimodal (Motorized and Active Transportation)
- ☐ Safety (Vision Zero, Safe Routes to Schools)
- ☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

Underserved Community Definitions



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

If applicable to the project, what tools were used to identify the underserved communities in the project area? Choose all that apply.

- ☒ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☐ Regionally/Locally Defined Underserved Communities
- ☒ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☐ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☐ At/Above 75% CalEnviroScreen Version 4.0
- ☐ At/Below 25% California Healthy Places Index



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATION*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)	Mariposa County Local Transportation Commission		
Dept./Division	Public Works		
Street Address	5100 Bullion Street, Ste 2		
City	Mariposa		
Zip Code	95338		
Phone Number	209-742-1246		
Executive Director Name	Miles Menetrey		
Title	Chair of Mariposa County Board of Supervisors, Vice-Chairman of LTC		
Executive Director E-mail	mmenetrey@mariposacounty.org		
Financial Manager Name	Jeannie Morvay-Clayton		
Title	Transportation Planner		
Financial Manager E-mail	jclayton@mariposacounty.org		
Contact Person Name	Will Fasset		
Title	Community Design & Development Planner		
Contact Phone Number	209-742-1246		
Contact E-mail	wfasset@mariposacounty.org		

*Use additional pages if necessary.



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:	X	
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2021 and 2022?	X	

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program. If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:		X	
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:		X	



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <http://findyourrep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name
4	Marie Alvarado-Gil	8	Jim Patterson

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant.

Name/Agency	Name/Agency
Yosemite Area Regional Transportation System	
Mariposa Chamber of Commerce	
Mariposa Public Utility District	
Mariposa County Board of Supervisors	
Mariposa Arts Council	
Economic Development Corporation of Mariposa	

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
X	Use the Fiscal Year 2024-25 template provided
X	Include the activities discussed in the grant application
X	List all tasks using the same title as stated in the Project Cost and Schedule
X	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
X	Exclude sub-task numbers; only include sub-headings
X	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
X	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the underserved community involved with the project, if applicable
X	Include a thorough and accurate narrative description of each task
X	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
X	Include Task 02 for the procurement of a consultant (if needed). This task is for the <u>grantee and sub-recipient(s) only</u> .
X	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
X	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), excluding technical projects
X	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
X	Include a summary of next steps your agency will take towards implementing the project in the Final Product
X	List achievable project deliverables for each Task
X	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities
Grant Fiscal Year	FY2024-2025
Project Title	Mariposa Town Transit & Economic Development Initiative
Organization (Legal name)	Mariposa County Local Transportation Commission

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

A. Project Location, Demographic Profile, & Underserved Communities

The project is located in rural Mariposa County and targets transit improvements in the Mariposa Town Planning Area (TPA), with a focus on enhancing parking and pedestrian pathways, as well as encouraging increased bus ridership. The Mariposa TPA is one of two primary employment and business centers in Mariposa County (along with Yosemite Valley). It mirrors the Mariposa Census Designated Place and contains Mariposa's historic downtown corridor and multiple residential neighborhoods both north and south of the intersections of SR 140 and SR 49. The downtown corridor will be a primary focus of this project, but the project area was chosen to encompass more than just Mariposa's downtown to reflect that: (1) the County is in the process of expanding its utilities infrastructure northwest of downtown along SR 49; (2) with this expansion, the County would like parking, pedestrian, and bus ridership improvements to be considered in these areas; and (3) the project team and broader community may want to consider recommendations to expand the Special Parking District and parking and pedestrian infrastructure improvements beyond downtown.

The project area has 1,526 residents with a median household income of \$33,750, which is 36% of the statewide median household income of \$91,905 (US Census); 80% of residents are white; 14% Hispanic or Latino; 3% Native American; 2% Asian; and 1% Black or African American. The median age within the project area is 55.4, about 45% higher than the California median age of 37.9. With a population that skews older, Mariposa County residents suffer from a range of systemic public health afflictions. For example, according to EnviroScreen 4.0, Mariposa is in the 95th percentile (worse off than 95% of the state) on the cardiovascular disease indicator, a reflection of pervasive public health disparities among disadvantaged residents of our rural community.

The Mariposa Town Transit & Economic Development Initiative will benefit Mariposa's underserved, low-income population. Mariposa's tourism sector, its largest employment industry, has seen a decline in jobs in recent years. The 2023 Mariposa County Nonresidential Study found that, in the last decade, the County lost 280 jobs in the Accommodation and Food Services sector. These no-longer-existing jobs overwhelmingly employed low-income Mariposa residents. The proposed Initiative, by developing transit and parking strategies to increase economic

activity in one of Mariposa County's primary business centers, will help stimulate job growth in the tourism sector, thereby benefiting our low-income residents.

B. Project Summary, Relevant Background, & Relevant Planning Efforts

The Mariposa Town Planning Area has small commercial lot sizes with limited parking, which constrain the number of tourists who stop in town and visit local businesses. These dispersed parking areas also do not offer clear and safe pedestrian pathways to Mariposa's storefronts. Meanwhile, YARTS buses traveling through Mariposa on the Merced-to-Yosemite route are underutilized. The Mariposa Town Transit & Economic Development Initiative will look at these three interrelated problems and develop a unified, comprehensive strategy that considers:

- 1) increasing parking inventory;
- 2) improving existing parking, including using resilience-focused strategies (e.g. with shaded tree canopies, stormwater interception and infiltration, installation of EV charging stations);
- 3) developing a sustainable fee structure or possible funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure and, subsequently, writing an updated code amendment to reflect these recommendations;
- 4) adding wayfinding and informational signage for drivers to encourage more passersby to stop and visit Mariposa;
- 5) improving and adding pedestrian pathways to direct visitors to Mariposa's business district and downtown YARTS stops;
- 6) encouraging increased YARTS ridership through marketing campaigns, improved signage, and incentive-based systems.

This Initiative is important in the context of a recent economic decline in the County. According to the 2023 Mariposa County Nonresidential Study, the County's Gross Regional Product, a measurement of the local economy, has declined 46% in real 2021 dollars since 2015. This decline in economic activity has directly impacted residents whose wages have not kept pace with inflation and who have experienced increased poverty rates (14.7% to 15.6% from 2012 to 2020). By developing strategies that encourage more Yosemite-bound travelers to park in the town of Mariposa, shop, and take the bus, this Initiative will contribute meaningfully to the economic vitality of our underserved, rural community.

Another important change also drives the need for this study: Yosemite National Park is implementing a new reservation and vehicle entry policy in 2024. This will create a significant incentive for drivers to park and take YARTS. The Mariposa Town Transit & Economic Development Initiative can help the County study how transportation and travel will shift as a result of the new permitting system, and it can provide recommendations on how to encourage more YARTS ridership from Mariposa's business district.

This project builds significantly upon the Mariposa County Transportation Center + Active Transportation Feasibility Study (2019) by focusing in on two recommendations for additional study that were highlighted in that project: 1) "a study should be conducted to design and implement an expanded parking district program in the downtown historic core area;" and 2) "a study [is needed] to determine the total demand for parking that would occur in Mariposa as a result of controlling the number of vehicles in Yosemite. Once the demand is calculated, a feasibility analysis is recommended to understand the long-term costs and revenues associated with a new parking facility." The Mariposa Town Transit & Economic Development Initiative will accomplish both needs. The 2019 Feasibility Study also provided significant data and context for the need for this Initiative, including a parking space inventory and a count of parked vehicles on a peak-season weekend.

The Mariposa Economic Vitality Strategy (2017) and the 2023 Mariposa County Nonresidential Market Study provide the data and background for the economic need in Mariposa for a new transit strategy in the Town Planning Area. Both studies explicitly have a recommendation to expand infrastructure investments to bolster the local economy. The Economic Vitality Strategy, specifically, emphasizes the need for infrastructure "making it easy and convenient for visitors to find destinations and get around by car, foot, and bicycle." The Mariposa Town Transit & Economic Development Initiative will fulfill this longstanding community need.

The project also advances the following planning efforts:

Mariposa County Regional Transportation Plan (2023) – The Initiative fulfills multiple objectives of Mariposa County's 2023 RTP, including: (1) "Maintain and improve the existing regional transit service"; (2) "In Town Planning Areas, construct, improve, and maintain the pedestrian circulation system to provide safe access"; and (3) "Reduce the demand for travel by single-occupancy vehicles through TDM techniques."

YARTS Strategic Plan (2021) - This plan provides detailed analysis of YARTS ridership by route, stop, and passenger type. It also shows that on all runs between Mariposa and Yosemite, there is significant capacity for an increase in passengers.

Mariposa County's Integrated Mobility and Housing Strategy (2023) – The IMHS recommended the development of a workforce housing complex in the Town Planning Area connected with public transit. The workforce housing complex is in the project development phase and will complete design and permitting in the next two years with \$1 million in funding from the Strategic Growth Council's Transformative Climate Communities program. Improved YARTS service, through this Initiative, will encourage future residents of this neighborhood to take the bus.

California Transportation Plan 2040 (2016) – Multiple goals of the CTP 2040 are central to this proposal, including "Improve multimodal mobility and accessibility for all people"; "support a vibrant economy; "foster livable and healthy communities and promote social equity"; and "practice environmental stewardship."

Caltrans District 10 System Management Plan (2015) –The Mariposa Town Transit & Economic Development Initiative's focus on reducing VMT and encouraging safe pedestrian travel are directly aligned with Desired Outcomes from the District 10 SMP.

Project Stakeholders

The County of Mariposa Local Transportation Commission is the primary responsible party. Other core partners will include:

- **County Departments:** Health and Human Service Agency, Public Works, and Planning will assist with administrative, outreach, and policy-level support during the planning process; the Department's participation will also be vital to the implementation of the Initiative's recommendations.
- **Yosemite Area Regional Transportation System (YARTS)** will provide feedback on recommendations related to increasing bus ridership and will offer insights into enhancing the signage for and visibility of bus stops.
- **Caltrans District 10 Staff** will provide guidance on successful transit initiatives elsewhere in the District that can inform this project and will offer feedback on the Initiative's preliminary and final recommendations.
- **Mariposa County Town Transit Steering Committee** will be formed as part of this project and will include representatives of underserved groups in the community. The Committee will be the primary decision-making body during the planning process.
- **Mariposa Special Parking District**, which is a focus for improvement in this project, will be consulted on this Initiative's recommendations related to all parking area

improvements, including proposed fee structures to create a sustainable funding source for the Parking District.

Additional stakeholders include:

- The **Alliance for Community Transformations**, the County's largest social services agency, works with many of Mariposa's most vulnerable residents and will help represent these individuals' transit needs.
- The **Mariposa Arts Council** and **Mariposa County Creative Placemaking Committee** will help the project team incorporate the County's Creative Placemaking goals and public art into the Initiative's recommendations (when appropriate).
- **Mariposa County Historic Sites & Records Preservation Commission** will give guidance to ensure that all proposals for parking infrastructure improvement align with Mariposa's rural and historical context.

The County will select a consulting firm to facilitate this project and proper procurement procedures will be used through a competitive RFP process. The consulting firm will have primary responsibility for: Defining the Planning Context, Summarizing Baseline Conditions, Drafting Transit Improvements & Concepts, Drafting the Mariposa Town Transit & Economic Development Initiative, and Releasing the Draft of the Initiative. Other tasks, including Stakeholder Engagement Protocols & Convening the Steering Committee, Collecting Community Perspectives, and the dual phases of Community Engagement, will be shared between the consultant team, the County, and the Town Transit Steering Committee.

Overall Project Objectives

- Develop a set of recommendations over short-, medium-, and long-term time horizons for improving parking and pedestrian infrastructure in the Mariposa Town Planning Area to encourage more visitors to park, visit Mariposa's small businesses, and take public transit.
- Provide diagrams and conceptual drawings for transit improvements, with a special focus on resilience-focused strategies (e.g. tree cover, installation of EV charging stations, and other green design techniques) to improve parking, bus stops, and pedestrian pathways.
- Consider and draft code amendments that can institute a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Design signage and informational panels to make it easy and convenient for visitors to access local businesses and explore Mariposa.
- Understand the impact of Yosemite National Park's new permitting system on YARTS bus ridership from Mariposa and, with this data, examine opportunities to encourage more visitors to park in Mariposa's business district and ride the bus.
- Ensure that this Initiative is community-centered and that the needs of Mariposa's underserved residents are fully incorporated into final recommendations (i.e. the process and the community dialogue are as important as the final product).

Summary of Project Tasks

Task 01: Project Administration

This task involves the writing of quarterly reports, drafting of meeting notes, invoicing, and the kick-off meeting with Caltrans.

Task Deliverables
Kick-off meeting with Caltrans, meeting notes, quarterly invoices, and progress reports

Task 02: Consultant Procurement

Mariposa County will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Potential expertise needed for a consultant team includes, but is not limited to, planning and conceptual design of parking and pedestrian infrastructure, regional transportation network analysis, active transportation planning, and innovative stakeholder engagement techniques.

Task Deliverables
Mariposa County's current procurement procedures, copy of the Request for Proposal, copy of the contract between consultant and the County, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Define Planning Context

The selected consultant team's first task will be to analyze the relevant planning documents, studies, and other milestone documents related to multimodal transit in Mariposa. Understanding these prior planning efforts and their outcomes will allow the consultant team to define the planning context in which the Mariposa Town Transit & Economic Development Initiative will occur and set the stage for more informed and robust stakeholder engagement in future tasks.

The final document review list will be determined in coordination with the selected consultant team. Anticipated documents to review include:

- Mariposa County General Plan (2006)
- Mariposa County Bicycle and Pedestrian Plan (2011)
- The Mariposa Economic Vitality Strategy (2017)
- Mariposa County Transportation Center + Active Transportation Feasibility Study (2019)
- YARTS Strategic Plan (2021)
- Mariposa County Regional Transportation Plan (2023)
- Integrated Mobility & Housing Strategy (2023)
- Mariposa County Nonresidential Market Study (2023)

Task Deliverables
Planning context summary white paper

Task 2: Stakeholder Engagement Protocols & Convene Steering Committee

Mariposa County will convene a Town Transit Steering Committee with representatives from social services nonprofits, the county health department, downtown businesses, County Departments, and other stakeholders. The Steering Committee will meet once every two months during the planning process. Steering Committee members will sign a partnership agreement that outlines their involvement in the process, including roles and responsibilities, and meeting procedures.

Mariposa County is committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in County planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team and the Town Transit Steering Committee to identify approaches and techniques that will be appropriate and effective in our unique community context. Anticipated baseline strategies will include multi-lingual outreach materials, opportunities for online engagement, and decentralized "meeting in a box" materials. During this task, these strategies will be fully documented and planned.

Task Deliverables
Formation documents and meeting notes from Town Transit Steering Committee, signed partnership agreement from Steering Committee members, schedule and detailed plan for stakeholder engagement focus groups

Task 3: Collect Preliminary Community Perspectives

With assistance from Mariposa County staff and the Town Transit Steering Committee, the consultant team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation in future tasks in the project. Participants in these dialogs will be targeted central stakeholders (e.g., downtown business owners and employees, transit professionals, tourism industry experts, local residents) and will emphasize the needs and perspectives of disadvantaged community members.

A final roster of focus group participants will be determined in conjunction with the selected consultant team and will include central partners involved in the preliminary shaping of this project to date. These include:

- Yosemite Area Regional Transportation System (YARTS)
- Caltrans District 10 Staff
- Mariposa County Town Transit Steering Committee
- Southern Sierra Miwuk Nation
- Mariposa Special Parking District
- Alliance for Community Transformations
- Mariposa Arts Council and Mariposa County Creative Placemaking Committee
- Mariposa County Historic Sites & Records Preservation Commission
- County Departments

Task Deliverables
Meeting notes, meeting PowerPoint presentations, meeting attendance records (e.g., names, demographic information of attendees, groups represented, and number of focus groups).

Task 4: Summarizing Baseline Conditions

After defining the planning context and connecting with essential stakeholders to gain a qualitative understanding of the issues, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for improved parking and pedestrian infrastructure and increased YARTS ridership, functioning as a needs assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks. The format of the Baseline Conditions Summary will be determined in conjunction with the selected consultant team and will be incorporated into the final Mariposa Town Transit & Economic Development Initiative deliverable.

Task Deliverables
Written summary of baseline conditions; diagrams, maps, and infographics that visually display these baseline conditions; written analysis of discussions and conversations that occurred during the focus group meetings

Task 5: Draft Transit Improvements & Concepts

Having established benchmarks and performance measures for needed parking and pedestrian improvements and increased YARTS ridership in the prior phase, the consultant team will next propose a preliminary vision for how to accomplish these objectives. The team will develop a series of recommendations to (1) enhance parking infrastructure; (2) improve pedestrian pathways; and (3) increase YARTS ridership, respectively. Our partnership fully expects the ideas generated to be preliminary, and the materials are to be used to stimulate and structure community dialogue in subsequent project tasks. The consultant will provide diagrams and conceptual drawings, when appropriate, to allow the community to visualize each recommended transit improvement.

Task Deliverables
Draft preliminary recommendations; diagrams and conceptual drawings of preliminary recommendations and transit improvements

Task 6: Community Engagement – Draft Transit Improvements & Concepts

As mentioned, the County conceptualizes the recommendations from the previous task as preliminary, and as an opportunity to foster meaningful dialogue with the community. In this task, our partnership will apply innovative community engagement techniques to solicit feedback on the preliminary recommendations from a broad cross-section of the Mariposa community.

These engagement activities will occur at two scales: first, among the core stakeholder groups, and second, among the wider community at large. The format and structure of these engagement activities will vary depending on the scale of the intended audience and will correspond with the engagement protocols developed in conjunction with the selected consultant team during Task 2 of the project. During this Task, there will be a total of six stakeholder focus groups who will review the draft preliminary recommendations and transit improvements. Two of the stakeholder focus groups will include representatives of the Southern

Sierra Miwuk Nation (SSMN) and Alliance for Community Transformations, respectively. Recognized by the California Native American Heritage Commission, the Miwuk Nation are the descendants of the SSMN people of Yosemite and Mariposa County. The Alliance is the largest social services agency in Mariposa County, offering services to underserved groups, including the homeless, foster youth, seniors, and more. Both the Alliance and SSMN will provide valuable input on how preliminary designs will impact underserved individuals in the community. After engaging the stakeholder groups, the County will convene at least three interactive hands-on workshops with the broader community. One of these workshops will be hosted at the Creekside Terrace Apartments, an affordable housing community. All workshops are anticipated to include:

- Input on how well the recommendations balance the needs of residents versus Yosemite-bound visitors;
- Prioritization of recommendations, especially related to parking and pedestrian improvements;
- Evaluation of how effectively the recommendations meet the needs of Mariposa's underserved population;
- Consideration of the feasibility of the fee mechanism proposed to ensure long-term sustainability and maintenance for parking infrastructure.
- Examination of whether the recommendations fit Mariposa's rural context

In order to ensure input is received from residents throughout the County (and not just in the project area), Mariposa County will also release an online survey. The survey will seek direct feedback on the preliminary recommendations and transit improvements. The survey will be promoted by the County's Public Information Officer through social media and via press release. It will be available for 30 days for public response.

The County is committed to centering the community in decision-making and project development and has several examples of recent successful community engagement in its planning efforts (e.g. Integrated Mobility and Housing Strategy and Mariposa Creek Parkway Phase IV Plan). The Mariposa Town Transit & Economic Development Initiative will build upon these successes, ensuring the community shapes the final recommendations and deliverables of the project.

Task Deliverables
Community engagement materials and activities; summary of community input and feedback on draft transit improvements and concepts

Task 7: Draft Mariposa Town Transit & Economic Development Initiative

Having collected and summarized community input on the Draft Transit Improvements & Concepts in the prior phase, the consultant team with guidance from the Town Transit Steering Committee will further develop the concepts and recommendations into a full draft of the Mariposa Town Transit & Economic Development Initiative. This deliverable will incorporate the takeaways from the prior phase and will include:

- a timeline showing how the Initiative's recommendations should be implemented in the short- medium- and long-term, as well as a fund development strategy for making the transit improvements a reality;

- a recommendation for a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure;
- draft code amendments that will implement this new revenue source;
- mock-ups of signage and informational panels to make it easy and convenient for visitors to access local businesses, identify parking areas, and see YARTS bus stops;
- diagrams, visuals, and maps showing the Initiative's transit recommendations;
- a section detailing how the Initiative incorporates resilience-focused strategies into parking and pedestrian improvements.

The format of this initial draft will be determined in conjunction with the selected consultant team, but we anticipate it will also include conceptual cost estimates, project partners and key responsibilities, and considerations for permitting and environmental compliance.

Task Deliverables
Full Initial Draft of Mariposa Town Transit & Economic Development Initiative

Task 8: Community Engagement – Draft Mariposa Town Transit & Economic Development Initiative

In conjunction with Mariposa County and Town Transit Steering Committee, the consultant team will again implement the previously established stakeholder engagement protocols to receive community input on the draft Mariposa Town Transit & Economic Development Initiative. As in earlier phases, the engagement activities will occur at multiple scales, and will be scheduled, structured, and implemented to encourage substantive participation from a wide range of stakeholders from throughout our disadvantaged community.

We anticipate that the activities, exercises, and techniques used here will be consistent with those developed for and implemented in Tasks 3 and 6. In particular, we anticipate a minimum of one meeting with each focus group convened in the previous phase, as well as additional key stakeholders as needed, regarding the draft Initiative. Furthermore, we anticipate a minimum of two interactive, hands-on workshops to engage the community at large on the draft. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

Task Deliverables
Meeting notes, meeting PowerPoint presentations, meeting attendance records (e.g. names, demographic information of attendees, groups represented, and number of focus groups).

Task 9: Release Draft of Mariposa Town Transit & Economic Development Initiative; LTC Hearings & Approval

Using the feedback collected during the previous phase, the consultant team will refine the draft from Task 9 and consolidate the materials produced in previous phases into a cohesive booklet, in both digital and physical formats. This will serve as the final draft Mariposa Town Transit & Economic Development Initiative that summarizes the key takeaways from each task and offers specific deliverables:

- The values and principles which informed the stakeholder engagement protocols, and the techniques used to facilitate community engagement throughout the project
- The baseline conditions that serve as the project's context, and the benchmarks and targets stemming from that context
- The methodology used to identify and ultimately prioritize specific pedestrian, parking, and YARTS-focused recommendations
- The final recommendations for parking, pedestrian, and bus transit improvements
- The outline of the next steps the County needs to take in order to implement the final recommendations.
- The final mock-ups of informational and wayfinding signage to direct more visitors to park, visit Mariposa businesses, and take the bus, as well as full drafted language for code amendments to Mariposa County's Special Parking District

This final draft will be vetted by the Town Transit Steering Committee to ensure that the recommendations have the Committee's full approval and backing. It will then be presented to the Local Transportation Commission for approval in a public hearing. The final report will be an ADA-accessible document.

Task Deliverables
Full final draft of Mariposa Town Transit & Economic Development Initiative; Local Transportation Commission meeting minutes; resolution approval and adoption of the Initiative by the LTC

California Department of Transportation

[illegible]

OVERALL WORK PROGRAM AGREEMENT (OWPA)
Mariposa County Local Transportation Commission

MFTA#: 74A0793
AGENCY DUNS#: 623257027
AGENCY UEI#: PNG4LUYEKK53

FY: 2024-2025 **OWP Board Approval Date: 10/8/2024** **Amendment #: I**

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.
2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA) that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.
3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.
4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					\$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					\$0.00
20.205	FHWA PL-Complete Streets	0.00%					\$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					\$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					\$0.00
20.505	FTA 5304	11.47%					\$0.00
20.205	FHWA SPR	20.00%					\$0.00
	RPA	0.00%	\$158,000.00	\$39,500.00			\$197,500.00
	RPA Grants	0.00%					\$0.00
	SHA Grants	11.47%					\$0.00
	SB1 Formula & Competitive	11.47%	\$198,463.00			\$25,713.00	\$224,176.00
	Climate Adaptation	11.47%					\$0.00
	Total Programmed Amount		\$356,463.00	\$39,500.00	\$0.00	\$25,713.00	\$421,676.00

Agency Certification of Programmed Funds	District Approval of Programmed Funds
The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency. 10/8/2024 _____ Authorized Signature Date Shannon Hansen, Executive Director - MCLTC _____ Printed Name and Title	The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP. _____ Authorized Signature Date _____ Printed Name and Title

(HQ Department of Transportation Use Only)					
The total amount of FEDERAL funds encumbered by this document are: \$ _____					
Fund Title: _____		Item: _____		Chapter Statute: _____	Fiscal Year: _____
The total amount of STATE funds encumbered by this document are: \$ _____					
Fund Title: _____		Item: _____		Chapter Statute: _____	Fiscal Year: _____
Encumbrance Details:					
Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount \$

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer

Date

Mariposa County

Local Transportation Commission



Transportation Planning Overall Work Program

For Fiscal Year 2024-2025

Final

Adoption by LTC Resolution #24-6 May 14, 2024

Amendment I – Pending LTC Adoption October 8, 2024

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

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Appendix

- Overall Work Program Agreement
- MCLTC Resolution
- Reconciliation Letter
- Sustainable Transportation Planning Grant Award Letter

1. Introduction

The Work Program

The Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2024-2025 including July 1, 2024 - June 30, 2025.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

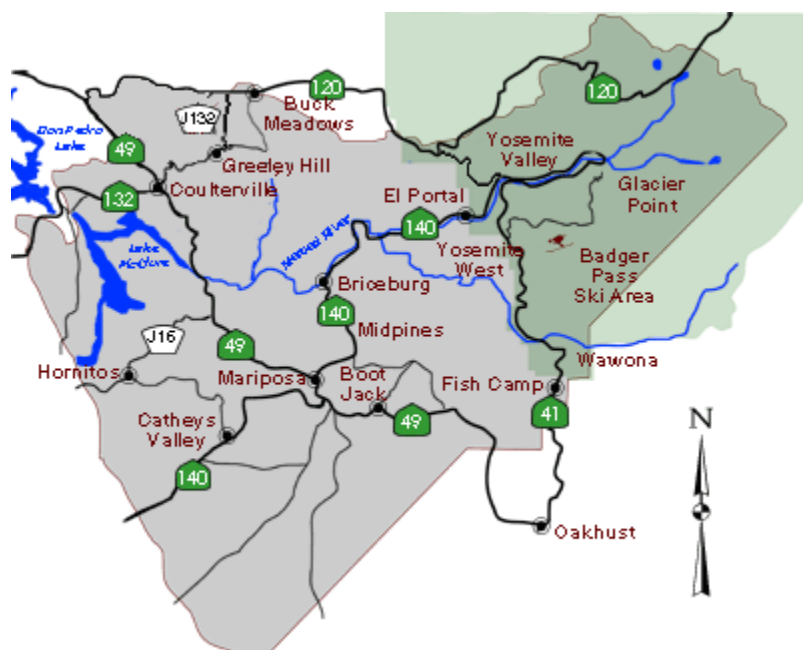
- Funding for transportation planning projects and programs
- Coordination with federal, state, and local agencies
- Coordination with neighboring regions and their planning activities including but not limited to the staff participation in Yosemite Area Regional Transportation System (YARTS), Rural Counties Task Force (RCTF), and Bicycle Pedestrian Advisory Committee (BPAC)
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

The main products of this Work Program will be:

- Complete Phase III of Active Transportation Plan 2024 (Funded by RPA)
- Complete Phase I & II of the Vehicle Miles Traveled Policy 2024-25 (Funded by RPA)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the Mariposa County Board of Supervisors, as there are no incorporated areas within the County. The County's Director of Public Works & Transportation is designated as the Executive Director of the LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 1999. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee and Citizen's Advisory Committee. The Technical Advisory Committee (TAC), which will meet twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises the LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts to projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, County websites, social media, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

2. The Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2024 Regional Transportation Plan
- The Regional Transportation Improvement Program and amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2011 Bicycle and Pedestrian Transportation Plan
- The Climate Action Plan-Transportation Infrastructure Vulnerability Assessment, and Resiliency Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 8 – **Mariposa Town Transit & Economic Development Initiative**

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2024-25 for Mariposa County is \$158,000.

Funding Amounts and Sources

\$158,000	Rural Planning Assistance (RPA)
\$ 39,500	Rural Planning Assistance (RPA) – Fiscal Year 2023-24 Carryover
\$ 25,000	STIP Planning Programming & Monitoring Funds (PPM)
\$ 13,200	TDA Funds
\$198,463	Planning Grant SB1 SC
<u>\$ 25,713</u>	Local Match – Receives No Funding From RPA
\$459,876	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non-RPA	Budgeted Amount
	RPA	Carryover FY 23-24	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,000
2. RTIP			25,000				25,000
3. Transportation Planning Studies	36,000	39,500					75,500
4.1 Transit Planning	30,000						30,000
4.2 TDA				13,200			13,200
5. Air Quality Planning	15,000						15,000
6. Public Information	22,000						22,000
7. Maintenance of OWP	20,000						20,000
8. Mariposa Town Transit & Economic Development Initiative					198,463	25,713	224,176
Sub-Total	158,000	39,500	25,000	13,200	198,463		
Total			\$434,163.00			25,713	\$459,876

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

County Match Requirements

Funding for Work Elements 1 – 7 does not require a county match since they are 100% funded.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility of people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

FAST Act Planning Factors							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Town Transit & Economic Development Initiative
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X			x
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X	X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X	
4. Increase the accessibility and mobility of people and for freight.		X	X	X			x
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X		X		X		x
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X			x
7. Promote efficient system management and operation	X	X	X	X	X	X	
8. Emphasize the preservation of the existing transportation system.		X		X			
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X			x
10. Enhance travel and tourism.	X		X	X		X	x

Planning Emphasis Areas

Planning Emphasis Areas (PEAs) were updated in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

Planning Emphasis Areas							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Transit & Economic Development Initiative
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X		x
Equity and Justice in Transportation Planning	X	X	X	X		X	X
Complete Streets	X	X		X			X
Public Involvement	X	X		X		X	x
Strategic Highway Network/U.S. Department of Defense Coordination	N/A						
Federal Land Management Agency Coordination	X	X		X			x
Planning and Environment Linkages	X	X	X	X			X
Data in Transportation Planning	X	X		X	X		X

3. Work Elements

WORK ELEMENT 1

Regional Transportation Plan (RTP)

The RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination on all matters of transportation policy in the County.

Previous Work

- Completed 2024 Regional Transportation Plan Update (September 19, 2023)
- Negative Declaration Environmental Document of RTP Update (September 19, 2023)

Proposed Products

- Provide Agendas and Meeting Minutes Quarterly for All Meetings of the Technical Advisory Committee (TAC) Meetings.
- Provide Agendas with Weblinks and Meeting Minutes Quarterly for All Meetings Staff Attends of the Rural Counties Task Force (RCTF)

Work Activities

1. Prepare Agendas, Meeting Notices, Meeting Minutes, TAC Roster, and Annual TAC Report to the Board. (October 2024, January 2025, April 2025, and June 2025) – County Staff
2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. Provide weblink and meeting minutes quarterly. (October 2024, January 2025, April 2025, and June 2025) – County Staff
3. Monitor status and funding of projects in the RTP (October 2024, January 2025, April 2025, and June 2025) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	\$35,000
	TOTAL	\$35,000

WORK ELEMENT 2

Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring “STIP” projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission’s (CTC) guidelines. This work element consists of programming and monitoring “STIP” projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included in the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- CTC Approved PA&ED and Caltrans executed PSA for Harris Road Bridge - August 2023
- LTC Approved 2024 RTIP Amendment to use FY 2024 STIP to fund Harris Rd Bridge CON Phase – November 21, 2023
- CTC Approved PA&ED and Caltrans executed PSA for Indian Peak Road Bridge - August 2023

Proposed Products

- 35% Plan Set & CEQA Document - Harris Road Bridge Project
- 35% Plan Set & CEQA Document - Indian Peak Bridge Project
(Bridges are under 20 ft making them ineligible for HBP.)

Work Activities

1. RTIP project planning, programming, and monitoring (September 2024, December 2024, March 2025, and June 2025) – County Staff
2. Harris Road Bridge monitor PA&ED work ((September 2024, December 2024, March 2025, and June 2025) – County Staff
3. Indian Peak Bridge monitor PA&ED work ((September 2024, December 2024, March 2025, and June 2025) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	\$25,000
	TOTAL	\$25,000

WORK ELEMENT 3

Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MONSTER), c) District System Management Plan, d) Active Transportation Plans, and e) Vehicle Miles Traveled (VMT) Policies.

Corridor Studies:

A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a “complete streets” perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Monster:

The Monster Project List is a Multimodal Objective Non-SHOPP Transportation Equity Report (**MONSTER**) and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District System Management Plan (DSMP):

A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSMP represents how the district envisions the transportation system will be maintained, managed, and developed over the 20 years and beyond, and is the State’s counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:

System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the district. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Vehicle Miles Traveled (VMT) Policies:

Vehicle miles traveled (VMT) is a measure used extensively in transportation planning for a variety of purposes. It measures the amount of travel for all vehicles in a geographic region over a given period, typically a one-year period. It is calculated as the sum of the number of miles traveled by each vehicle. VMT is a key metric in transportation planning because it provides a measure of total travel, how travel changes over time, and differences in travel among regions and states. VMT is the leading measure of both personal and commercial vehicle travel demand. VMT data are also useful in policy decisions for infrastructure investment. Since VMT measures travel demand, it is useful in determining where resources are most needed, and it is an important measure to monitor and forecast.

Previous Work

- 2021 Pavement Management Program, Adopted December 21, 2021
- Draft Active Transportation Plan 2024 Update June 2024
- Geographic Information System development

Proposed Products

- Active Transportation Plan Phase III Final Draft adopted by MCLTC - (October 2024)
- Provide MCLTC Item, Advertisements, Request for Proposal, Monthly Agenda & Meeting Minutes with consultant for completion of Vehicle Miles Traveled (VMT) Policy.

Work Activities

1. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for ongoing Transportation Planning (July 2024 - June 2025) – County Staff
2. Monitor status through monthly update meetings with consultant. Prepare the necessary documents for Phase III of Active Transportation Plan 2024 Update with consultant. Collect public comment from outreach process to modify the Draft ATP for final approval. Prepare MCLTC Board Item, attachments, schedule MCLTC Item on meeting calendar. Post approved Final ATP to County websites for Public Viewing - (July 2024 – October 2024) – Consultant & County Staff
3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County VMT Policy – (July 2024 – September 2024) Monthly monitoring of VMT Policy project milestones with monthly meetings (October 2024 – June 2025) - Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	\$ 75,500
	TOTAL	\$ 75,500

WORK ELEMENT 4.1

Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

The Transportation Planning Department works closely with Mariposa County Transit to ensure required documents are updated and submitted on time keeping us eligible for transit funding.

Mariposa County is a member of the California Association for Coordinated Transportation (CALACT) which represents small rural and specialized transportation providers statewide. Mariposa participates in CALACT's offerings of programs, resources, and training to benefit the growth of our county's rural transit operations.

Previous Work

- Transit Asset Management (TAM) Updated
- National Transit Database (NTD) Report submitted October 26, 2023
- Mariposa Transit - Annual Request for Reimbursement February 4, 2024
- Federal Transportation Assistance (FTA) 5311 Funds request submitted May 30, 2024

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2024 and April 2025 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31, 2024)
- Mariposa Transit - Required Reporting TAM, NTD, RFR, and FTA 5311 Funds Request

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions because of our meetings. (October 2024 and April 2025) – Staff
2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2024 and May 2025) – County Staff
3. Update Transit Asset Management (TAM) for Mariposa Transit – (August 2024) – Staff
Work with Mariposa Transit to complete NTD Annual Report – (October 2024) - Staff
Annual Request for Reimbursement for Mariposa Transit – (January 2025) – Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	\$30,000
	TOTAL	\$30,000

WORK ELEMENT 4.2

Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination.

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2025)

Work Activities

1. Social Services Transportation Advisory Council meetings (October 2024 and April 2025) - County Staff
2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2025) – Staff
3. Track expenditures of LTF and STA Funds. (October 2023, January 2024, April 2024, and June 2025) – County Staff
4. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2024) – County Staff
5. Prepare the MCLTC Item for TDA Annual Fund Transfers – (May 2024-June 2024) - Staff
6. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2025) – Independent Auditor & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	\$13,200
	TOTAL	\$13,200

WORK ELEMENT 5

Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. Mariposa County is designated to be in "non-attainment" for the pollutant ozone. It is important to involve the public in the regional transportation planning process and to participate with regional, local, and state agencies, the public, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, the LTC works closely with the Mariposa County Air District, Caltrans District 10, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Health & Human Services Agency
- Countywide Map of Air Quality Tests and Observations (June 2024)
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Proposed Products

- Outcomes of Meetings with Public Works and HHSA will be submitted Quarterly
- Countywide Map of Air Quality Tests and Observations updated Quarterly
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Work Activities

1. Meet with Mariposa Public Works and HHSA on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2024, March 2025) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available. - County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2024 and June 2025) – County Staff
4. Monitor air quality with the HHSA; (September 2024, December 2024, March 2025, and June 2025) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	\$15,000
	TOTAL	\$15,000

WORK ELEMENT 6

Public Information

- This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2024)
- Mariposa Transit Services Digital Advertising January 2024
- Mariposa Transit Services Every Door Direct Mailing (EDDM) April 2024
- Mariposa Transit Services Survey June 2024

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Quarterly Deliverables
- Update Mariposa Transportation Planning Web Page (June 2025)
- Provide Caltrans with Public Information Materials Produced on a Quarterly Basis

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2025, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2025) – County Staff
2. Create yearly survey for current transit users in the county to ask, “How can we improve services offered in Mariposa County?” Transit Survey will be conducted in Q4. Survey outcomes will be submitted with Q1 (October 2025)– County Staff
3. Update all transit schedules and offerings for mailing and posting. (May 2025) - Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	\$22,000
	TOTAL	\$22,000

WORK ELEMENT 7

Maintenance of the Overall Work Program (OWP)

This work element will allow the development, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2023-2024
- Overall Work Program FY 2023-2024 Amendment I

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2024, Q2 - January 31, 2025, Q3 – April 30, 2025, and Q4 - July 31, 2025)
- Formal and Administrative Amendments as needed (August 2024 – June 2025)
- OWP FY 2023-2024 Year End Closeout Package (August 30, 2024)
- Draft of the FY 2025-2026 OWP Due to Caltrans for Review (March 1, 2025)
- LTC Board Item & Final Draft FY 2025-2026 OWP to Caltrans (May 2025)
- Final Approved/Adopted FY 2025-2026 OWP and fully executed OWPA (June 30, 2025)

Work Activities

1. Preparation of Q4 Report and FY 2023-2024 (July 2024) - County Staff
Year End Closeout Package FY 2023-24 (August 2024) - County Staff
Formal and/or Administrative Amendments (August 2024-May 2025) - County Staff
2. Preparation of Quarterly Reports and Invoices for FY 2024-25 Q1 – Q3 (October 2024, January 2025, & April 2025) – County Staff
3. Preparing the FY 2025-2026 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2024-2025- County Staff
4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	\$20,000
	TOTAL	\$20,000

WORK ELEMENT 8

Mariposa Town Transit & Economic Development Initiative

The purpose of this element is to identify a new transit strategy in the Mariposa Town Planning Area (TPA), focused on improving parking availability and increasing public transit ridership. Major deliverables include recommendations for (1) improving existing parking and expanding parking inventory in the Town's commercial area, (2) increasing Yosemite Area Regional Transportation System use, and (3) enhancing the pedestrian experience in Mariposa's downtown corridor. These deliverables will help drive economic activity to a disadvantaged, low-income community, while reducing congestion, VMT, and GHG emissions.

The project is funded by the Sustainable Transportation Planning Grant program. The intent of the Sustainable Communities Grants is to encourage local and regional planning that supports state goals, implements Regional Transportation Plan Sustainable Communities Strategies, and to ultimately achieve the State's greenhouse gas reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively. The final product is anticipated to be complete by June 2027.

Previous Work

1. Submitted Grant Proposal and Application (1/18/2024)
2. Received Notice of Conditional Grant Award (7/9/2024)

Overall Project Objectives

- Develop a set of recommendations over short-, medium-, and long-term time horizons for improving parking and pedestrian infrastructure in the Mariposa Town Planning Area to encourage more visitors to park, visit Mariposa's small businesses, and take public transit.
- Provide diagrams and conceptual drawings for transit improvements, with a special focus on resilience-focused strategies (e.g. tree cover, installation of EV charging stations, and other green design techniques) to improve parking, bus stops, and pedestrian pathways.
- Consider and draft code amendments that can institute a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Design signage and informational panels to make it easy and convenient for visitors to access local businesses and explore Mariposa.
- Understand the impact of Yosemite National Park's new permitting system on YARTS bus ridership from Mariposa and, with this data, examine opportunities to encourage more visitors to park in Mariposa's business district and ride the bus.
- Ensure that this Initiative is community-centered and that the needs of Mariposa's underserved residents are fully incorporated into final recommendations (i.e. the process and the community dialogue are as important as the final product).

Summary of Project Tasks

Task 01: Project Administration

This task involves the writing of quarterly reports, drafting of meeting notes, invoicing, and the kick-off meeting with Caltrans.

Task Deliverables
Kick-off meeting with Caltrans, meeting notes, quarterly invoices, and progress reports

Task 02: Consultant Procurement

Mariposa County will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Potential expertise needed for a consultant team includes, but is not limited to, planning and conceptual design of parking and pedestrian infrastructure, regional transportation network analysis, active transportation planning, and innovative stakeholder engagement techniques.

Task Deliverables
Mariposa County's current procurement procedures, copy of the Request for Proposal, copy of the contract between consultant and the County, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Define Planning Context

The selected consultant team's first task will be to analyze the relevant planning documents, studies, and other milestone documents related to multimodal transit in Mariposa. Understanding these prior planning efforts and their outcomes will allow the consultant team to define the planning context in which the Mariposa Town Transit & Economic Development Initiative will occur and set the stage for more informed and robust stakeholder engagement in future tasks.

The final document review list will be determined in coordination with the selected consultant team. Anticipated documents to review include:

- Mariposa County General Plan (2006)
- Mariposa County Bicycle and Pedestrian Plan (2011)
- The Mariposa Economic Vitality Strategy (2017)
- Mariposa County Transportation Center + Active Transportation Feasibility Study (2019)
- YARTS Strategic Plan (2021)
- Mariposa County Regional Transportation Plan (2023)
- Integrated Mobility & Housing Strategy (2023)
- Mariposa County Nonresidential Market Study (2023)

Task Deliverables
Planning context summary white paper

Task 2: Stakeholder Engagement Protocols & Convene Steering Committee

Mariposa County will convene a Town Transit Steering Committee with representatives from social services nonprofits, the county health department, downtown businesses, County Departments, and other stakeholders. The Steering Committee will meet once every two months during the planning process. Steering Committee members will sign a partnership agreement that outlines their involvement in the process, including roles and responsibilities, and meeting procedures.

Mariposa County is committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in County planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team and the Town Transit Steering Committee to identify approaches and techniques that will be appropriate and effective in our unique community context. Anticipated baseline strategies will include multi-lingual outreach materials, opportunities for online engagement, and decentralized “meeting in a box” materials. During this task, these strategies will be fully documented and planned.

Task Deliverables
Formation documents and meeting notes from Town Transit Steering Committee, signed partnership agreement from Steering Committee members, schedule and detailed plan for stakeholder engagement focus groups

Task 3: Collect Preliminary Community Perspectives

With assistance from Mariposa County staff and the Town Transit Steering Committee, the consultant team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation in future tasks in the project. Participants in these dialogs will be targeted central stakeholders (e.g., downtown business owners and employees, transit professionals, tourism industry experts, local residents) and will emphasize the needs and perspectives of disadvantaged community members.

A final roster of focus group participants will be determined in conjunction with the selected consultant team and will include central partners involved in the preliminary shaping of this project to date. These include:

- Yosemite Area Regional Transportation System (YARTS)
- Caltrans District 10 Staff
- Mariposa County Town Transit Steering Committee
- Southern Sierra Miwuk Nation
- Mariposa Special Parking District
- Alliance for Community Transformations

- Mariposa Arts Council and Mariposa County Creative Placemaking Committee
- Mariposa County Historic Sites & Records Preservation Commission
- County Departments

Task Deliverables
Meeting notes, meeting PowerPoint presentations, meeting attendance records (e.g., names, demographic information of attendees, groups represented, and number of focus groups).

Task 4: Summarizing Baseline Conditions

After defining the planning context and connecting with essential stakeholders to gain a qualitative understanding of the issues, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for improved parking and pedestrian infrastructure and increased YARTS ridership, functioning as a needs assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks. The format of the Baseline Conditions Summary will be determined in conjunction with the selected consultant team and will be incorporated into the final Mariposa Town Transit & Economic Development Initiative deliverable.

Task Deliverables
Written summary of baseline conditions; diagrams, maps, and infographics that visually display these baseline conditions; written analysis of discussions and conversations that occurred during the focus group meetings

Task 5: Draft Transit Improvements & Concepts

Having established benchmarks and performance measures for needed parking and pedestrian improvements and increased YARTS ridership in the prior phase, the consultant team will next propose a preliminary vision for how to accomplish these objectives. The team will develop a series of recommendations to (1) enhance parking infrastructure; (2) improve pedestrian pathways; and (3) increase YARTS ridership, respectively. Our partnership fully expects the ideas generated to be preliminary, and the materials are to be used to stimulate and structure community dialogue in subsequent project tasks. The consultant will provide diagrams and conceptual drawings, when appropriate, to allow the community to visualize each recommended transit improvement.

Task Deliverables
Draft preliminary recommendations; diagrams and conceptual drawings of preliminary recommendations and transit improvements

Task 6: Community Engagement – Draft Transit Improvements & Concepts

As mentioned, the County conceptualizes the recommendations from the previous task as preliminary, and as an opportunity to foster meaningful dialogue with the community. In this task, our partnership will apply innovative community engagement techniques to solicit feedback on the preliminary recommendations from a broad cross-section of the Mariposa community.

These engagement activities will occur at two scales: first, among the core stakeholder groups, and second, among the wider community at large. The format and structure of these engagement activities will vary depending on the scale of the intended audience and will correspond with the engagement protocols developed in conjunction with the selected consultant team during Task 2 of the project. During this Task, there will be a total of six stakeholder focus groups who will review the draft preliminary recommendations and transit improvements. Two of the stakeholder focus groups will include representatives of the Southern Sierra Miwuk Nation (SSMN) and Alliance for Community Transformations, respectively. Recognized by the California Native American Heritage Commission, the Miwuk Nation are the descendants of the SSMN people of Yosemite and Mariposa County. The Alliance is the largest social services agency in Mariposa County, offering services to underserved groups, including the homeless, foster youth, seniors, and more. Both the Alliance and SSMN will provide valuable input on how preliminary designs will impact underserved individuals in the community. After engaging the stakeholder groups, the County will convene at least three interactive hands-on workshops with the broader community. One of these workshops will be hosted at the Creekside Terrace Apartments, an affordable housing community. All workshops are anticipated to include:

- Input on how well the recommendations balance the needs of residents versus Yosemite-bound visitors;
- Prioritization of recommendations, especially related to parking and pedestrian improvements;
- Evaluation of how effectively the recommendations meet the needs of Mariposa's underserved population;
- Consideration of the feasibility of the fee mechanism proposed to ensure long-term sustainability and maintenance for parking infrastructure.
- Examination of whether the recommendations fit Mariposa's rural context

In order to ensure input is received from residents throughout the County (and not just in the project area), Mariposa County will also release an online survey. The survey will seek direct feedback on the preliminary recommendations and transit improvements. The survey will be promoted by the County's Public Information Officer through social media and via press release. It will be available for 30 days for public response.

The County is committed to centering the community in decision-making and project development and has several examples of recent successful community engagement in its planning efforts (e.g. Integrated Mobility and Housing Strategy and Mariposa Creek Parkway Phase IV Plan). The Mariposa Town Transit & Economic Development Initiative will build upon these successes, ensuring the community shapes the final recommendations and deliverables of the project.

Task Deliverables
Community engagement materials and activities; summary of community input and feedback on draft transit improvements and concepts

Task 7: Draft Mariposa Town Transit & Economic Development Initiative

Having collected and summarized community input on the Draft Transit Improvements & Concepts in the prior phase, the consultant team with guidance from the Town Transit Steering Committee will further develop the concepts and recommendations into a full draft of the Mariposa Town Transit & Economic Development Initiative. This deliverable will incorporate the takeaways from the prior phase and will include:

- a timeline showing how the Initiative's recommendations should be implemented in the short- medium- and long-term, as well as a fund development strategy for making the transit improvements a reality;
- a recommendation for a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure;
- draft code amendments that will implement this new revenue source;
- mock-ups of signage and informational panels to make it easy and convenient for visitors to access local businesses, identify parking areas, and see YARTS bus stops;
- diagrams, visuals, and maps showing the Initiative's transit recommendations;
- a section detailing how the Initiative incorporates resilience-focused strategies into parking and pedestrian improvements.

The format of this initial draft will be determined in conjunction with the selected consultant team, but we anticipate it will also include conceptual cost estimates, project partners and key responsibilities, and considerations for permitting and environmental compliance.

Task Deliverables
Full Initial Draft of Mariposa Town Transit & Economic Development Initiative

Task 8: Community Engagement – Draft Mariposa Town Transit & Economic Development Initiative

In conjunction with Mariposa County and Town Transit Steering Committee, the consultant team will again implement the previously established stakeholder engagement protocols to receive community input on the draft Mariposa Town Transit & Economic Development Initiative. As in earlier phases, the engagement activities will occur at multiple scales, and will be scheduled, structured, and implemented to encourage substantive participation from a wide range of stakeholders from throughout our disadvantaged community.

We anticipate that the activities, exercises, and techniques used here will be consistent with those developed for and implemented in Tasks 3 and 6. In particular, we anticipate a minimum of one meeting with each focus group convened in the previous phase, as well as additional key stakeholders as needed, regarding the draft Initiative. Furthermore, we anticipate a minimum of two interactive, hands-on workshops to engage the community at large on the draft. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

Task Deliverables
Meeting notes, meeting PowerPoint presentations, meeting attendance records (e.g. names, demographic information of attendees, groups represented, and number of focus groups).

Task 9: Release Draft of Mariposa Town Transit & Economic Development Initiative; LTC Hearings & Approval

Using the feedback collected during the previous phase, the consultant team will refine the draft from Task 9 and consolidate the materials produced in previous phases into a cohesive booklet, in both digital and physical formats. This will serve as the final draft Mariposa Town Transit & Economic Development Initiative that summarizes the key takeaways from each task and offers specific deliverables:

- The values and principles which informed the stakeholder engagement protocols, and the techniques used to facilitate community engagement throughout the project
- The baseline conditions that serve as the project's context, and the benchmarks and targets stemming from that context
- The methodology used to identify and ultimately prioritize specific pedestrian, parking, and YARTS-focused recommendations
- The final recommendations for parking, pedestrian, and bus transit improvements
- The outline of the next steps the County needs to take in order to implement the final recommendations.
- The final mock-ups of informational and wayfinding signage to direct more visitors to park, visit Mariposa businesses, and take the bus, as well as full drafted language for code amendments to Mariposa County's Special Parking District
- This final draft will be vetted by the Town Transit Steering Committee to ensure that the recommendations have the Committee's full approval and backing. It will then be presented to the Local Transportation Commission for approval in a public hearing. The final report will be an ADA-accessible document.

Task Deliverables
Full final draft of Mariposa Town Transit & Economic Development Initiative; Local Transportation Commission meeting minutes; resolution approval and adoption of the Initiative by the LTC

Funding

Funding Source	Work Performed by	SB1 SC* AMOUNT	Local Match (11.47%)	Budgeted Amount
Sustainable Communities	Planning, LTC and Consultants	\$198,463	\$25,713	\$224,176
	TOTAL	\$198,463	\$25,713	\$224,176

***Work Element 8 receives no funding from RPA.**

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: “the MPO’s and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA”.

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a).

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-440

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Authorize the Cessation of Composting Operations; Provide Direction on Facility Permitting Tier; and Authorize the Director of Public Works to Sign Permit Modifications on Behalf of the County

RECOMMENDATION AND JUSTIFICATION

Authorize the Cessation of Composting Operations; Provide Direction on Facility Permitting Tier; and Authorize the Director of Public Works to Sign Permit Modifications on Behalf of the County.

On March 5, 2024, The Board of Supervisors received a presentation regarding the findings and recommendations stemming from the Solid Waste and Recycling System Study conducted by R3 Consulting Group along with Blue Ridge Services Montana. That study recommended cessation of composting operations at the Mariposa County Solid Waste and Recycling Facility, noting "from an operational and financial standpoint it makes sense to close the Compost Facility."

On August 23, 2024, a significant fire broke out at the Mariposa County Solid Waste and Recycling Facility, originating in Vault #3 of the composting facility. The fire caused extensive damage, destroying three vault doors, melting the HDPE ventilation piping, and severely damaging one vault. Temperatures in the affected area are estimated to have exceeded 1200°F. While the exact cause of the fire is unknown, spontaneous combustion is considered the most likely source of ignition. Public Works staff estimates that repairs to the facility will exceed \$500,000.

The composting facility began operations in early 2006 and occupies approximately 41,783 square feet. The northern end of the structure houses the composting operations, while the southern end is designated for solid waste and recycling transfer operations. The central portion of the structure contains the facility's offices, restrooms, meeting rooms, and kitchen area. The fire did not affect the solid waste and recycling transfer operations or the office facilities, which are still in use for current operations.

The design and construction of the composting facility were partially funded by a \$1,962,000 financial contribution from the National Park Service and a \$3,200,000 USDA loan. The remaining principal balance on the USDA loan is \$2,230,000. Mariposa County entered into a Cooperative Agreement with the National Park Service as part of this financial contribution. However, the agreement does not require Mariposa County to continue operating the composting facility. Instead, the County must "continue to allow Yosemite National Park to deliver solid waste to the Mariposa County solid waste disposal facility for the life of the facility."

Public Works is seeking authorization to cease composting operations at the Mariposa County Solid Waste and Recycling Facility. The in-vessel composting system will be cleaned and placed in a dormant state. If conditions warrant, the system could be repaired, upgraded, and reactivated in the future.

Cessation of composting operations will require significant changes to the Solid Waste Facility Permit (SWIS# 22-AA-0013). Public Works staff is seeking Board direction on the regulatory permitting tier for the facility. The facility currently has a full Solid Waste Facility Permit in accordance with 27 CCR 21570. This permit covers both composting and transfer/processing operations. The cessation of composting operations would not affect the Solid Waste Facility Permit for landfill disposal, as the two are separate operations.

Based on the current transfer and processing operations, the facility can be permitted under one of two tiers: the current full Solid Waste Facility Permit or a Registration Permit for a Medium Volume Transfer Operation. The full Solid Waste Facility Permit is more stringent, requiring the County to undergo a permit review every five (5) years. Additionally, the current permit imposes a combined capacity limit of sixty (60) tons per day for both composting and transfer operations. In contrast, the Registration Permit for a Medium Volume Transfer Operation is less stringent, requiring the County to simply certify that no changes have been made to the operation every five (5) years to retain the permit. Either permitting tier would require the modification of the facility operating documents to remove the composting operations. If the County chooses to surrender the full Solid Waste Facility Permit and obtain a less stringent Registration Permit for a Medium Volume Transfer Operation, obtaining a full Solid Waste Facility Permit in the future could prove to be an arduous task.

Public Works staff believes that retaining the full Solid Waste Facility Permit offers Mariposa County the best opportunity to expand operations and/or resume composting in the future, should the need arise. Therefore, Public Works staff recommends ceasing current composting operations and revising the Solid Waste Facility Permit and operating documents to remove composting activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved design and construction of the composting facility through a series of board actions in the early 2000s.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could direct Public Works to repair the composting facility and resume composting operations.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Images of Compost Facility Damage
2. 22-AA-0013 Current Permit 2017
3. Tiered Permitting Chart
4. Composting Facility Amortization Schedule
5. Agreement_2002-344



Figure 1: Vault Door



Figure 2: Vault Door w/Melted Aluminum Sheet



Figure 3: Damaged Concrete and Exposed Rebar - Vault #3



Figure 4: Melted Ventilation Pipe on Vault Roof



Figure 5: Cracked Roof over Vault #3



Mariposa County Public Health Department

Eric Sergienko, MD, MPH, Director

Personal Health Section
5085 Bullion St. • P. O. Box 5
Mariposa, CA 95338
209-966-3689 or 1-800-459-4466
Fax: 209-966-4929

Environmental Health Section
5100 Bullion St. • P. O. Box 5
Mariposa, CA 95338
209-966-2220 or 1-888-777-0377
Fax: 209-966-8248

June 19, 2017

Reinhard Hohlwein
Permitting and Assistance Branch, Central Region
Waste Permitting, Compliance and Mitigation Division
Department of Resource, Recycling and Recovery (CalRecycle)
1001 I Street
Sacramento, CA 95812

RE: Five-year Permit Review for the Mariposa County Solid Waste Composting Facility, SWIS # 22-AA-0013

Dear Mr. Hohlwein:

Enclosed are the documents reviewed to facilitate the five year permit review for the above-mentioned facility. I have included the Permit Review Report, front cover page of permit with date change, application for permit review and RFI Amendments, and finally, the updated Report of Composting Site Information (dated June 5, 2017). I have sent electronic copies of these items to expedite processing and save paper.

This Department, acting in its capacity as the LEA, makes the findings that these documents are consistent with the Solid Waste Facility Permit and are in compliance with both the state minimum standards and CEQA. The existing permit is satisfactory until the next five year permit review is conducted in 2022.

Thank you for your assistance in reviewing these documents. If you have any questions please let me know.

Sincerely,

Brian C. Hodge, REHS
Mariposa County Environmental Health Specialist

/bh/js

Encl

Mike Healy, Interim Director, Public Works
Todd Storti, Solid Waste Manager, Public Works
Dave Conway, Director, Environmental Health Division
Eric Sergienko, MD, Health Officer

SOLID WASTE FACILITY PERMIT

Facility Number:

22-AA-0013

1. Name and Street Address of Facility:

County of Mariposa
Solid Waste Composting Facility
5593 Highway 49 North
Mariposa CA 95338

2. Name and Mailing Address of Operator:

County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa CA 95338

3. Name and Mailing Address of Owner:

County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa CA 95338

4. Specifications:

a. Permitted Operations: ☐ Solid Waste Disposal Site☐ Transformation Facility "issued" 021-A☒ Transfer/Processing Facility (MRF)☒ Composting Facility (Mixed Waste)☐ Other:

b. Permitted Hours of Operation: (Receipt of Refuse/Waste) 0700-1700 seven days per week
(Ancillary Operations/Facility Operating Hours) Composting, Facility and Equipment Maintenance may occur continuously ③

c. Permitted Maximum Tonnage: 60 Tons per Dayd. Permitted Traffic Volume: See RCSI Vehicle Trips

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations): msa

	Total	Disposal	Transfer/Processing/Composting Facility	Transformation
Permitted Area (in acres)	3.1	N/A	3.1	N/A
Design Capacity (tons)		80	80	N/A
Max. Elevation (Ft. MSL)		N/A		
Max. Depth (Ft. MSL)		N/A		
Estimated Closure Year		N/A		

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:


Approving Officer Signature

6. Enforcement Agency Name and Address:

Mariposa County Health Department
P.O. Box 5
Mariposa, CA 95338

7. Date Received by CIWMB:

JAN 17 2006

8. CIWMB Concurrence Date:

FEB 14 2006

9. Permit Issued Date:

3/1/06

10. Permit Review Due Date:

3/1/11

11. Owner/Operator Transfer Date:

SOLID WASTE FACILITY PERMIT

Facility Number:

22-AA-0013

12. Legal Description of Facility:

The legal description of this facility is contained in appendix D of the Report of Compost Site Information dated December 12, 2005

APN 012-120-043

13. Findings:

- a. This permit is consistent with the Mariposa County Integrated Waste Management Plan, which was approved by the CIWMB on June 15, 2004. The location of the facility is identified in the Nondisposal Facility Element, pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. The Mariposa County Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.
- e. A Environmental Impact Report was filed with the State Clearinghouse (SCH #2002101026) and certified by the County of Mariposa Planning Department on June 10, 2003. The Environmental Impact Report describes and supports the design and operation, which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on June 10, 2003.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Report of Compost Site Information	12/2005	Preliminary Closure and Postclosure	
Amendments	1/2006	Maintenance Plan	N/A
Waste Discharge Requirements		Closure Financial Assurance Documentation	N/A
Order No.	N/A		
APCD Permit to Operate #AP-67	4/28/04	Operating Liability Certification	N/A
<u>Environmental Impact Report</u> (SCH #	6/10/03	Land Use and/or Conditional Use Permit	N/A
<u>2002101026</u>)			

SOLID WASTE FACILITY PERMIT

Facility Number:

22-AA-0013

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period. *The reporting period shall be: January – March, the report is due by April 30; April - June, the report is due July 31; July-September, the report is due October 31; October - December, the report is due January 31. Information required on an annual basis shall be submitted with the 4th quarter monitoring report.*

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Quarterly
b. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
c. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly
d. <i>Environmental Health Standards for Metals and Pathogens in the RCSI</i>	Quarterly
	One Composite Sample for Every 5000 Cubic yards of Compost Produced

SOLID WASTE FACILITY PERMIT

Facility Number:

22-AA-0013

17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted daily tonnage for this facility is 60 tons per day and shall not receive more than this amount without a revision of this permit. At no time will the site (Landfill and Compost Facility) exceed 100 tons per day.
- e. This permit is subject to review by the EA and may be suspended, revoked, or revised at any time for sufficient cause.
- f. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- h. A copy of this permit shall be maintained at the facility.

Operator/Applicant Permit Tasks and Application Elements

Tasks and Application Elements	Regulatory Permit Tier			
	Full Title 27, Section 21570	Standardized Title 14, Section 18105	Registration Title 14, Section 18104	Notification Title 14, Section 18103
Prepare and Submit Application for New, Revised, or Modified Permit and/or RFI Amendments	Yes, 180 days prior to operation or changes or upon direction of the LEA.	Yes (new permit only)	Yes (new permit only)	Notify LEA
Application Form*	Yes and send copy to local planning department (and copy Regional Water Board for Landfills)	Yes, and send copy to local planning department	Yes, and send copy to local planning department)	Notify LEA and send copy to local planning department
Report of Facility Information (RFI)	Yes, may be submitted as a Joint Technical Document (JTD) for Landfills	Yes	Yes	Depends. An operations plan or OIMP is required for some operations.
CEQA Information	Yes	Yes	No (may be required by local agency)	No (may be required by local agency)
Conformance Finding	Yes	Yes	Yes	No. (Must provide evidence that local planning department was notified
List of Public Hearings, Meetings, and Copies of Notices	Yes	Yes	Yes	No
Complete Closure Plan	Yes, for Landfill	No	No	No
Financial Assurance	Yes, for Landfill	No	No	No
Operating Liability	Yes, for Landfill	No	No	No
Owner/Operator Certification	Yes	Yes	Yes	No
Apply for 5-Year Permit Review	Yes, 180 days prior to due date. Send copy to Department.	No. Certify no changes or apply for new permit.	No. Certify no changes or apply for new permit.	N/A

**MARIPOSA COUNTY SOLID WASTE AND RECYCLING FACILITY
COMPOSTING AND MATERIAL RECOVERY FACILITY
AMORTIZATION SCHEDULE**

Payment Date	Principal	Interest Rate	Interest	Total Payment	Annual Total	Principal Balance	Payments Remaining
12/11/03				\$ -		\$ 3,200,000.00	\$ 6,704,299.72
06/01/04			\$ 64,222.22	\$ 64,222.22		\$ 3,200,000.00	\$ 6,640,077.50
12/01/04	\$ 35,000.00	4.25%	\$ 68,000.00	\$ 103,000.00	\$ 167,222.22	\$ 3,165,000.00	\$ 6,537,077.50
06/01/05			\$ 67,256.25	\$ 67,256.25		\$ 3,165,000.00	\$ 6,469,821.25
12/01/05	\$ 33,000.00	4.25%	\$ 67,256.25	\$ 100,256.25	\$ 167,512.50	\$ 3,132,000.00	\$ 6,369,565.00
06/01/06			\$ 66,555.00	\$ 66,555.00		\$ 3,132,000.00	\$ 6,303,010.00
12/01/06	\$ 34,000.00	4.25%	\$ 66,555.00	\$ 100,555.00	\$ 167,110.00	\$ 3,098,000.00	\$ 6,202,455.00
06/01/07			\$ 65,832.50	\$ 65,832.50		\$ 3,098,000.00	\$ 6,136,622.50
12/01/07	\$ 36,000.00	4.25%	\$ 65,832.50	\$ 101,832.50	\$ 167,665.00	\$ 3,062,000.00	\$ 6,034,790.00
06/01/08			\$ 65,067.50	\$ 65,067.50		\$ 3,062,000.00	\$ 5,969,722.50
12/01/08	\$ 37,000.00	4.25%	\$ 65,067.50	\$ 102,067.50	\$ 167,135.00	\$ 3,025,000.00	\$ 5,867,655.00
06/01/09			\$ 64,281.25	\$ 64,281.25		\$ 3,025,000.00	\$ 5,803,373.75
12/01/09	\$ 39,000.00	4.25%	\$ 64,281.25	\$ 103,281.25	\$ 167,562.50	\$ 2,986,000.00	\$ 5,700,092.50
06/01/10			\$ 63,452.50	\$ 63,452.50		\$ 2,986,000.00	\$ 5,636,640.00
12/01/10	\$ 41,000.00	4.25%	\$ 63,452.50	\$ 104,452.50	\$ 167,905.00	\$ 2,945,000.00	\$ 5,532,187.50
06/01/11			\$ 62,581.25	\$ 62,581.25		\$ 2,945,000.00	\$ 5,469,606.25
12/01/11	\$ 42,000.00	4.25%	\$ 62,581.25	\$ 104,581.25	\$ 167,162.50	\$ 2,903,000.00	\$ 5,365,025.00
06/01/12			\$ 61,688.75	\$ 61,688.75		\$ 2,903,000.00	\$ 5,303,336.25
12/01/12	\$ 44,000.00	4.25%	\$ 61,688.75	\$ 105,688.75	\$ 167,377.50	\$ 2,859,000.00	\$ 5,197,647.50
06/01/13			\$ 60,753.75	\$ 60,753.75		\$ 2,859,000.00	\$ 5,136,893.75
12/01/13	\$ 46,000.00	4.25%	\$ 60,753.75	\$ 106,753.75	\$ 167,507.50	\$ 2,813,000.00	\$ 5,030,140.00
06/01/14			\$ 59,776.25	\$ 59,776.25		\$ 2,813,000.00	\$ 4,970,363.75
12/01/14	\$ 48,000.00	4.25%	\$ 59,776.25	\$ 107,776.25	\$ 167,552.50	\$ 2,765,000.00	\$ 4,862,587.50
06/01/15			\$ 58,756.25	\$ 58,756.25		\$ 2,765,000.00	\$ 4,803,831.25
12/01/15	\$ 50,000.00	4.25%	\$ 58,756.25	\$ 108,756.25	\$ 167,512.50	\$ 2,715,000.00	\$ 4,695,075.00
06/01/16			\$ 57,693.75	\$ 57,693.75		\$ 2,715,000.00	\$ 4,637,381.25
12/01/16	\$ 52,000.00	4.25%	\$ 57,693.75	\$ 109,693.75	\$ 167,387.50	\$ 2,663,000.00	\$ 4,527,687.50
06/01/17			\$ 56,588.75	\$ 56,588.75		\$ 2,663,000.00	\$ 4,471,098.75
12/01/17	\$ 54,000.00	4.25%	\$ 56,588.75	\$ 110,588.75	\$ 167,177.50	\$ 2,609,000.00	\$ 4,360,510.00
06/01/18			\$ 55,441.25	\$ 55,441.25		\$ 2,609,000.00	\$ 4,305,068.75
12/01/18	\$ 57,000.00	4.25%	\$ 55,441.25	\$ 112,441.25	\$ 167,882.50	\$ 2,552,000.00	\$ 4,192,627.50
06/01/19			\$ 54,230.00	\$ 54,230.00		\$ 2,552,000.00	\$ 4,138,397.50
12/01/19	\$ 59,000.00	4.25%	\$ 54,230.00	\$ 113,230.00	\$ 167,460.00	\$ 2,493,000.00	\$ 4,025,167.50
06/01/20			\$ 52,976.25	\$ 52,976.25		\$ 2,493,000.00	\$ 3,972,191.25

**MARIPOSA COUNTY SOLID WASTE AND RECYCLING FACILITY
COMPOSTING AND MATERIAL RECOVERY FACILITY
AMORTIZATION SCHEDULE**

Payment Date	Principal	Interest Rate	Interest	Total Payment	Annual Total	Principal Balance	Payments Remaining
12/01/20	\$ 62,000.00	4.25%	\$ 52,976.25	\$ 114,976.25	\$ 167,952.50	\$ 2,431,000.00	\$ 3,857,215.00
06/01/21			\$ 51,658.75	\$ 51,658.75		\$ 2,431,000.00	\$ 3,805,556.25
12/01/21	\$ 64,000.00	4.25%	\$ 51,658.75	\$ 115,658.75	\$ 167,317.50	\$ 2,367,000.00	\$ 3,689,897.50
06/01/22			\$ 50,298.75	\$ 50,298.75		\$ 2,367,000.00	\$ 3,639,598.75
12/01/22	\$ 67,000.00	4.25%	\$ 50,298.75	\$ 117,298.75	\$ 167,597.50	\$ 2,300,000.00	\$ 3,522,300.00
06/01/23			\$ 48,875.00	\$ 48,875.00		\$ 2,300,000.00	\$ 3,473,425.00
12/01/23	\$ 70,000.00	4.25%	\$ 48,875.00	\$ 118,875.00	\$ 167,750.00	\$ 2,230,000.00	\$ 3,354,550.00
06/01/24			\$ 47,387.50	\$ 47,387.50		\$ 2,230,000.00	\$ 3,307,162.50
12/01/24	\$ 73,000.00	4.25%	\$ 47,387.50	\$ 120,387.50	\$ 167,775.00	\$ 2,157,000.00	\$ 3,186,775.00
06/01/25			\$ 45,836.25	\$ 45,836.25		\$ 2,157,000.00	\$ 3,140,938.75
12/01/25	\$ 76,000.00	4.25%	\$ 45,836.25	\$ 121,836.25	\$ 167,672.50	\$ 2,081,000.00	\$ 3,019,102.50
06/01/26			\$ 44,221.25	\$ 44,221.25		\$ 2,081,000.00	\$ 2,974,881.25
12/01/26	\$ 79,000.00	4.25%	\$ 44,221.25	\$ 123,221.25	\$ 167,442.50	\$ 2,002,000.00	\$ 2,851,660.00
06/01/27			\$ 42,542.50	\$ 42,542.50		\$ 2,002,000.00	\$ 2,809,117.50
12/01/27	\$ 83,000.00	4.25%	\$ 42,542.50	\$ 125,542.50	\$ 168,085.00	\$ 1,919,000.00	\$ 2,683,575.00
06/01/28			\$ 40,778.75	\$ 40,778.75		\$ 1,919,000.00	\$ 2,642,796.25
12/01/28	\$ 86,000.00	4.25%	\$ 40,778.75	\$ 126,778.75	\$ 167,557.50	\$ 1,833,000.00	\$ 2,516,017.50
06/01/29			\$ 38,951.25	\$ 38,951.25		\$ 1,833,000.00	\$ 2,477,066.25
12/01/29	\$ 90,000.00	4.25%	\$ 38,951.25	\$ 128,951.25	\$ 167,902.50	\$ 1,743,000.00	\$ 2,348,115.00
06/01/30			\$ 37,038.75	\$ 37,038.75		\$ 1,743,000.00	\$ 2,311,076.25
12/01/30	\$ 94,000.00	4.25%	\$ 37,038.75	\$ 131,038.75	\$ 168,077.50	\$ 1,649,000.00	\$ 2,180,037.50
06/01/31			\$ 35,041.25	\$ 35,041.25		\$ 1,649,000.00	\$ 2,144,996.25
12/01/31	\$ 98,000.00	4.25%	\$ 35,041.25	\$ 133,041.25	\$ 168,082.50	\$ 1,551,000.00	\$ 2,011,955.00
06/01/32			\$ 32,958.75	\$ 32,958.75		\$ 1,551,000.00	\$ 1,978,996.25
12/01/32	\$ 102,000.00	4.25%	\$ 32,958.75	\$ 134,958.75	\$ 167,917.50	\$ 1,449,000.00	\$ 1,844,037.50
06/01/33			\$ 30,791.25	\$ 30,791.25		\$ 1,449,000.00	\$ 1,813,246.25
12/01/33	\$ 106,000.00	4.25%	\$ 30,791.25	\$ 136,791.25	\$ 167,582.50	\$ 1,343,000.00	\$ 1,676,455.00
06/01/34			\$ 28,538.75	\$ 28,538.75		\$ 1,343,000.00	\$ 1,647,916.25
12/01/34	\$ 111,000.00	4.25%	\$ 28,538.75	\$ 139,538.75	\$ 168,077.50	\$ 1,232,000.00	\$ 1,508,377.50
06/01/35			\$ 26,180.00	\$ 26,180.00		\$ 1,232,000.00	\$ 1,482,197.50
12/01/35	\$ 115,000.00	4.25%	\$ 26,180.00	\$ 141,180.00	\$ 167,360.00	\$ 1,117,000.00	\$ 1,341,017.50
06/01/36			\$ 23,736.25	\$ 23,736.25		\$ 1,117,000.00	\$ 1,317,281.25
12/01/36	\$ 120,000.00	4.25%	\$ 23,736.25	\$ 143,736.25	\$ 167,472.50	\$ 997,000.00	\$ 1,173,545.00
06/01/37			\$ 21,186.25	\$ 21,186.25		\$ 997,000.00	\$ 1,152,358.75

**MARIPOSA COUNTY SOLID WASTE AND RECYCLING FACILITY
COMPOSTING AND MATERIAL RECOVERY FACILITY
AMORTIZATION SCHEDULE**

Payment Date	Principal	Interest Rate	Interest	Total Payment	Annual Total	Principal Balance	Payments Remaining
12/01/37	\$ 125,000.00	4.25%	\$ 21,186.25	\$ 146,186.25	\$ 167,372.50	\$ 872,000.00	\$ 1,006,172.50
06/01/38			\$ 18,530.00	\$ 18,530.00		\$ 872,000.00	\$ 987,642.50
12/01/38	\$ 131,000.00	4.25%	\$ 18,530.00	\$ 149,530.00	\$ 168,060.00	\$ 741,000.00	\$ 838,112.50
06/01/39			\$ 15,746.25	\$ 15,746.25		\$ 741,000.00	\$ 822,366.25
12/01/39	\$ 136,000.00	4.25%	\$ 15,746.25	\$ 151,746.25	\$ 167,492.50	\$ 605,000.00	\$ 670,620.00
06/01/40			\$ 12,856.25	\$ 12,856.25		\$ 605,000.00	\$ 657,763.75
12/01/40	\$ 142,000.00	4.25%	\$ 12,856.25	\$ 154,856.25	\$ 167,712.50	\$ 463,000.00	\$ 502,907.50
06/01/41			\$ 9,838.75	\$ 9,838.75		\$ 463,000.00	\$ 493,068.75
12/01/41	\$ 148,000.00	4.25%	\$ 9,838.75	\$ 157,838.75	\$ 167,677.50	\$ 315,000.00	\$ 335,230.00
06/01/42			\$ 6,693.75	\$ 6,693.75		\$ 315,000.00	\$ 328,536.25
12/01/42	\$ 154,000.00	4.25%	\$ 6,693.75	\$ 160,693.75	\$ 167,387.50	\$ 161,000.00	\$ 167,842.50
06/01/43			\$ 3,421.25	\$ 3,421.25		\$ 161,000.00	\$ 164,421.25
12/01/43	\$ 161,000.00	4.25%	\$ 3,421.25	\$ 164,421.25	\$ 167,842.50	\$ -	\$ -
TOTAL	\$ 3,200,000.00		\$ 3,504,299.72	\$ 6,704,299.72	\$ 6,704,299.72		

DEPARTMENT: Public Works-Solid Waste BY: Susan Avery, Solid Waste Mgr. PHONE: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No X) *Term to 9/30/2032*

Authorize the Board Chairman to sign a Cooperative Agreement between The National Park Service, Yosemite National Park and Mariposa County in the amount of \$1,712,000 to fund construction of the Co-Compost Facility. County Counsel reviewed and approved the Agreement (Attachment #1).

The County and the NPS have recently completed negotiations regarding the transfer of \$1,712,000 from the federal government to Mariposa County for the purpose of assisting the County to construct a solid waste composting plant. These funds were allocated per federal legislation (Attachment #2) to make available the not-to-exceed amount of \$1,850,000 towards the composting project. The discrepancy between the amount indicated in the legislation and the draft agreement of \$138,000 is the result of "administration" fees charged by Congress. The National Park Service is making attempts to reinstate those funds, but it is unlikely that Congress will refund the administration fees.

The NPS Superintendent would like to publicize the fund transfer and present the check to the Board of Supervisors at a future Board meeting or at another location (i.e. Yosemite Park). Light refreshments would be served after the presentation (Attachment #3).

Funding for this work has been included in the requested FY 2002-2003 Solid Waste Projects Budget, Number 604-0404.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The mixed solid waste composting project has been a long-term endeavor. The Board has approved previous cooperative agreements with the National Park Service totaling \$250,000 to be used for planning and design of the composting facility.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not authorizing the Board Chairman to sign the cooperative agreement will delay the receipt of the substantial amount of funds allocated to the composting project.

COSTS: (X) Not Applicable

A. Budgeted current FY	\$ 1,712,000
B. Total anticipated costs	\$
C. Required additional funding	\$
D. Internal transfers	\$

SOURCE: () 4/5ths Vote Required

A. Unanticipated revenues	\$
B. Reserve for contingencies	\$
C. Source description:	
Balance in Reserve for Contingencies,	

If approved: \$

SPECIAL INSTRUCTIONS:

List the attachments and number the pages consecutively:

Attachment #1	Cooperative Agreement
Attachment #2	Federal Legislation Issuing Solid Waste Funds To County
Attachment #3	NPS Presentation Request

CLERK'S USE ONLY:

Res. No.: 02-344	Ord. No. _____
Vote - Ayes: 5	Noes: _____
Absent: _____	Abstained: _____
() Approved () Denied	
() Minute Order Attached () No Action Necessary	

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

_____	Recommended
_____	Not Recommended
_____	For Policy Determination
_____	Submitted with Comment
_____	Returned for Further Action

Comment: _____

C.A.O. Initials: *MAV*



United States Department of the Interior

NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK
P.O. BOX 700-W
EL PORTAL, CALIFORNIA 95318

IN REPLY REFER TO:

H8800-02-0005

September 23, 2002

Mariposa County
Chairman, Board of Supervisors
Attn: Robert C. Stewart
P.O. Box 784
Mariposa, CA 95338

Dear Mr. Stewart:

Enclosed is a fully executed copy of Cooperative Agreement Number H8800-02-0005 for the Mixed Solid Waste Composting Facility financial assistance in the amount of \$1,712,000.

We look forward to working with your organization.

If you have any questions, please feel free to call me at (209) 379-1179.

ROGER F. GARZA
Agreements Coordinator

Enclosure

cc:
James Petropulos, Mariposa County
Jeff Harsha, Yosemite

COOPERATIVE AGREEMENT
Between
The NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK
And
MARIPOSA COUNTY

This Agreement is entered into by and between the National Park Service, Yosemite National Park (NPS) and the County of Mariposa, California, Division of Public Works (Mariposa County).

Article I – Background and Objectives

Mariposa County in alliance with the NPS is working to upgrade the municipal solid waste disposal system serving Mariposa County and Yosemite National Park. The NPS is actively participating on an advisory committee with Mariposa County to determine the appropriate technology to be incorporated by Mariposa County to meet the mandates of California Public Resources Code Sections 41780-41786. The committee has reviewed and evaluated numerous waste disposal systems and has determined that mixed solid waste composting offers the best alternative for Mariposa County. The NPS has previously provided financial assistance in the amount of \$250,000 to Mariposa County for design, environmental review, permitting and contract negotiations for the procurement of a mixed solid waste composting facility.

Mariposa County intends to construct a mixed solid waste composting facility, within Mariposa County, to serve the solid waste disposal needs of Mariposa County residents and visitors. The primary goals of this project are to meet the State of California mandate of 50% diversion from landfills, and to demonstrate a high level of natural resource sustainability by operating a mixed solid waste composting facility to convert Mariposa County's solid waste to useful and marketable resources.

A closed vessel composting facility and process has been designed to treat 15,000 tons of mixed solid waste per year. The plant will perform this intensive composting in three steps: (1) receiving and preparation of the waste material; (2) composting and (3) curing and refining.

Article II – Authority

- A. Public Law 106-113, Consolidated Appropriations Act of 2000, states in part: "That the National Park Service will make available 37 percent, not to exceed \$1,850,000 of the total cost of upgrading the Mariposa County, California municipal solid waste disposal system: *Provided further*, That Mariposa County will provide assurance that future use fees paid by the National Park Service will be reflective of the capital contribution made by the National Park Service." The Department of Interior and NPS's fiscal year 2000 allocation process reduced the maximum amount of the NPS contribution to \$1,712,000.

- B. 16 U.S.C. § 1 g, provides that “The National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to state, local and tribal governments, and other public entities, educational institutions, and private non-profit organizations for the public purpose of carrying out National Park Service programs pursuant to section 6305 of Title 31.”

Article III – Statement of Work

- A. The NPS agrees to:

Provide financial assistance in an amount not-to-exceed \$1,712,000 to Mariposa County for the purpose of construction of a mixed solid waste composting facility, designed to treat 15,000 tons of mixed solid waste per year.

- B. Mariposa County agrees to:

1. Construct a, mixed solid waste composting facility in Mariposa County designed to treat 15,000 tons of mixed solid waste per year. The plant will perform this intensive composting in three steps: (1) receiving and preparation of the waste material; (2) composting and (3) curing and refining the product.
2. In consideration of the capital contribution made by the NPS:
 - a) Maintain the solid waste processing and disposal fee charged to the NPS at the current rate at the signing of this Agreement for a period of three years, despite anticipated fee increases.
 - b) Charge the NPS the prevailing, commercial waste processing and disposal fee, beginning on the first day of the fourth year following the signing of this Agreement.
 - c) Continue to allow Yosemite National Park to deliver solid waste to the Mariposa County solid waste disposal facility for the life of the facility.
3. Provide full disclosure and assistance to any Federal audit and / or investigation as a condition of award of the financial assistance.
4. Remain in compliance with California State regulation for solid waste disposal facilities and maintain California State certification for operating a solid waste disposal facility. Mariposa County shall provide to NPS written confirmation of the County’s compliance with this provision.

Article IV – Term of Agreement

The term of this Agreement shall be for the life of Mariposa County’s mixed solid waste composting facility, which is anticipated to be 30 years from the date of the final signature of this Agreement, unless this Agreement is earlier terminated pursuant to Article X. To accommodate administrative requirements, the expiration date of this Agreement is deemed to be September 30, 2032.

Article V – Key Officials

The key officials specified in this Agreement are considered to be essential to ensure maximum coordination and communication between the parties. Upon written notice, either party may designate an alternate to act in place of the designated key official, in an emergency or otherwise.

A. For the National Park Service:

1. Signatory

Contracting Officer
National Park Service
Pacific West Regional Office
1111 Jackson St., Suite 700
Oakland, CA 94607
e-mail: pgso_contracting@nps.gov
Telephone: (510) 817-1337
Facsimile: (510) 817-1328

2. Local/Coordinating

Superintendent
Yosemite National Park
P.O. Box 577
Yosemite, CA 95389
e-mail: yose_superintendent@nps.gov
Telephone: (209) 372-0201
Facsimile: (209) 372-0220

3. Administrative

Contracting Officer
Yosemite National Park
P.O. Box 700-W
El Portal, CA 95318
e-mail: yose_contracting@nps.gov
Telephone: (209) 379-1179
Facsimile: (209) 379-1048

B. For Mariposa County:

1. Signatory/Administrative

County Counsel
Mariposa County
P.O. Box 784
Mariposa, CA 95338
e-mail: countycounsel@sierratel.com
Telephone: (209) 966-3222
Facsimile: (209) 966-5147

2. Local/Coordinating

Chairman, Board of Supervisors
Mariposa County
P.O. Box 784
Mariposa, CA 95338
e-mail: bosclerk@sierratel.com
Telephone: (209) 966-3222
Facsimile: (209) 966-5147

C. **Communications** – Mariposa County will address any communication regarding this Agreement to the Administrative Contracting Officer, with copies to the Superintendent of Yosemite National Park and the Signatory Contracting Officer at the address specified in Article V.A.3. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Superintendent.

- D. **Changes in Key Officials** - Neither the NPS nor Mariposa County may make any change in a key official without written notice to the other party reasonably in advance of the proposed change. Any permanent changes in key officials will be made by modification to this Agreement.

Article VI – Award and Payment

- A. **Work Plan, Schedule and Budget** – Mariposa County shall prepare a work plan, schedule and budget specifying the tasks and milestones of the planning, design and construction of the mixed solid waste composting facility. Mariposa County shall submit the budget on Standard Form (SF) SF-424C, Budget Information – Construction Programs, to the NPS signatory Contracting Officer for approval.
- B. **Award and Request for Advance** - The NPS will provide a not-to-exceed amount of \$1,712,000 to Mariposa County after approval of and pursuant to the work plan and budget, upon submission of a SF 270, Request for Advance or Reimbursement, with documentation that demonstrates incurred costs or the commitment to award contracts with the funds provided by the NPS. Mariposa County will submit the SF 270 to the Administrative Contracting Officer at the address specified in Article V.A.3.
- C. **Chargeable Account** - The chargeable account for this Agreement is 8826-0201-477. Nothing in this Agreement will be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

Article VII – Prior Approval

Mariposa County will obtain prior written approval from NPS for budget or programmatic revisions as specified in 43 CFR § 12.70.

Article VIII – Reports and/or Deliverables

- A. **Where to Submit** - In accordance with 43 *CFR Part 12*, Mariposa County will submit reports to the NPS Administrative Contracting Officer at the address specified in Article V.A.3. Mariposa County also will submit a copy of each report to the Superintendent of Yosemite National Park at the address specified in Article V.A.2.
- B. **What and When to Submit** - Mariposa County will submit to the NPS the following reports at the specified times through the completion of the construction of the mixed solid waste composting facility:
1. Financial Status Report - An SF-269, Financial Status Report, annually, prior to each anniversary date of this Agreement.
 2. Monthly Status Report - A monthly progress report beginning two months after the effective date of this Agreement and every one-month thereafter.
 3. Annual Progress Report - An annual progress report, beginning 12 months after the effective date of this Agreement, and every 12 months thereafter. Each annual progress report will include:
 - a) A summary of overall progress on the work plan, including results to date;

- b) Any problems or favorable or unusual developments;
- c) Other information pertinent to this Agreement.

- 4. **Completion Report** – On the completion of the construction of the mixed solid waste composting facility, submit a final report summarizing the project from beginning to end. Describe the selection process used to determine the applied technology, the funding process, and the construction program. This report should summarize the information for the final annual financial report and the final annual progress report.

C. **Recordkeeping** - Mariposa County will keep records concerning this Agreement in accordance with the requirements of Article XI, Paragraph A, General Provisions, and all applicable Office of Management and Budget Circulars.

D. Access to Records

- 1. Mariposa County will give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement.
- 2. The NPS will give Mariposa County or any authorized representative the right to examine any records related to this Agreement that otherwise would be available to Mariposa County under the Freedom of Information Act, 5 U.S.C. § 552.

Article IX – Property Utilization

All title, liabilities and rights for the mixed solid waste composting facility vest with Mariposa County.

Article X – Modification and Termination

- A. This Agreement shall be modified only by the mutual written consent of both parties.
- B. This Agreement may be terminated by either party for cause, for the violation by the other party of a provision of this Agreement. This Agreement may also be terminated by the written mutual consent of both parties.

Article XI – General and Special Provisions

A. General Provisions

- 1. **OMB Circulars and other Regulations** - The following OMB Circulars and other regulations are attached to or incorporated by reference into this Agreement:
 - a) *OMB Circular A-87*, “Cost Principles for State, Local, and Indian Tribal Governments”.
 - b) *OMB Circular A-102*, “Grants and Cooperative Agreements with State and Local Governments”
 - c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations”.

2. **Non-Discrimination** - All activities pursuant this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d *et seq.*); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. § 794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition** - 18 U.S.C. § 1913, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
4. **Anti-Deficiency Act** - 31 U.S.C. § 1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR § 12.76 for State and Local Governments.
6. **Liability** – Mariposa County shall indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Article XII – Attachments and Appendices

The following documents, are attached to and made a part of this Agreement:

- A. Form SF-424, Application for Federal Assistance.
- B. Form SF-424C, Budget Information.

Article XIII – Signatures

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

For the County of Mariposa, California

For the National Park Service

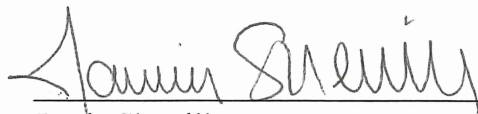
Approved by:

Authorized by:



Robert C. Stewart
Chairman, Board of Supervisors

9-11-02
Date



Jamie Sherrill
Contracting Officer, Pacific Great Basin Support
Office

9/19/02
Date

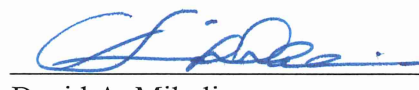
Approved as to legal form and sufficiency:

Approved by:



Jeffrey G. Green
Mariposa County Counsel

9-11-02
Date



David A. Mihalic
Superintendent, Yosemite National Park

9/10/02
Date



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-441

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve the Overfill of the Deputy Director of Adult and Aging Position, Effective Immediately, until the Incumbent Resigns

RECOMMENDATION AND JUSTIFICATION

Approve the Overfill of the Deputy Director of Adult and Aging Position, Effective Immediately, until the Incumbent Resigns.

The current Deputy Director of Adult & Aging will be retiring in December 2024, and in order for the successor to be trained by the current incumbent, it will be necessary to recruit and hire a Deputy Director of Adult & Aging effective immediately, thus creating a temporary overfill of the position. This overfill will end once the current incumbent retires in December 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per current policy, the Board of Supervisors must approve the overfilling of positions and filling of vacant positions. Mariposa County will occasionally overfill (or overhire) upon confirmation an employee will retire or resign.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the overfill, the replacement will not have an opportunity to receive training from the retiring incumbent.

FINANCIAL IMPACT

If a person is hired to overfill before the incumbent retires, there may be a cost of one month's salary, approximately \$10,500, or less depending on the hire date. If an existing county employee is chosen to fill the position, there may be virtually zero cost.

ATTACHMENTS

None

VOTE RESULT

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

AYES:

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-442

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Appoint Walter Wall as County Counsel with a Salary of \$190,416.95, Effective January 1st, 2025

RECOMMENDATION AND JUSTIFICATION

Appoint Walter Wall to the Position of County Counsel/Risk Manager with a Salary of \$190,416.95, Effective January 1st, 2025

BACKGROUND AND HISTORY OF BOARD ACTIONS

Government Code Section 26526 requires counties such as Mariposa to appoint a County Counsel to carry out non-public prosecution duties on behalf of the County.

The incumbent, Steven Dahlem, will retire after 16 years of service on December 29th, 2024. With the knowledge of the upcoming retirement, Human Resources flew the position, and the Board of Supervisors interviewed the candidates on September 23rd, 2024.

The Board of Supervisors directed staff in a closed session on October 1st, 2024, to prepare an item for their consideration of hiring Walter Wall, a well-qualified candidate. Mr. Wall has an extensive legal background, including working in the office of County Counsel for Fresno, Ventura, Santa Barbara, and Merced counties. He is also the current elected District Attorney of Mariposa County.

Staff is aware that this appointment will, in turn, leave an opening to fill the unexpired term of an elected position. The Clerk of the Board, under the authority of Resolution 2020-619, has begun preparing the necessary documentation to bring an item before the Board to move forward on the adopted process of filling vacancies of elected positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint; on January 1st, 2025, the county will be without a County Counsel. This is a critical role that should not be left unfilled.

FINANCIAL IMPACT

None.

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint; on January 1st, 2025, the county will be without a County Counsel. This is a critical role that should not be left unfilled.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

ABSTAIN: District II Supervisor Shannon Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-443

MEETING: October 8, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Appoint a Member as the California State Association of Counties (CSAC) Director for the 2024-2025 Association Year

RECOMMENDATION AND JUSTIFICATION

Appoint a Member as the California State Association of Counties (CSAC) Director for the 2024-2025 Association Year.

Under provisions of the CSAC Constitution, members of the CSAC Board of Directors and alternates are elected by their respective Boards of Supervisors to one-year terms of office commencing with the first day of the CSAC annual meeting. This year the annual conference begins on November 18, 2024.

Any member of the Mariposa County Board of Supervisors is eligible for the directorship.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board makes this appointment annually. The last appointment occurred on November 7th, 2023, when the Board selected Supervisor Smallcombe to be the 2023-2024 Director, with Supervisor Menetrey as the alternate.

In 2022-2023, the Board appointed Supervisor Menetrey, with the remaining four Supervisors as alternates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If a director is not named, Mariposa County will have no representation at the CSAC Board of Directors meetings.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. CSAC_Board_Nomination_Memo
2. 2023-24_Board_of_Directors_Roster
3. CSAC_Board_Selection_Form_for_2024-25

VOTE RESULT

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



OFFICERS

President

Bruce Gibson
San Luis Obispo County

1st Vice President

Jeff Griffiths
Inyo County

2nd Vice President

Susan Ellenberg
Santa Clara County

Past President

Chuck Washington
Riverside County



CEO

Graham Knaus

September 26, 2024

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, CEO

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

In accordance with the CSAC Constitution, we would like to provide you with information about the nomination process for CSAC Board of Directors members and alternates.

CSAC Board members and alternates are nominated by their respective Boards of Supervisors and appointed by the CSAC Executive Committee. The nomination is for a one-year term commencing with the CSAC Annual Meeting. Any member of your Board of Supervisors is eligible for the directorship.

The 2024 Annual Meeting will commence on Monday, November 18th. At this meeting, the new Board will meet first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2024-2025 Executive Committee and to conduct other Association business.

Please note that if your county is nominating a new member to serve on the CSAC Board of Directors and you want that representative to vote on behalf of your county during the CSAC Annual Meeting, you must appoint this representative prior to the start of the Annual Meeting on Monday, November 18th.

Attached is the current Board roster, along with a nomination form. If you do not submit a 2024-2025 nomination, your current Board representative and alternate will continue to serve.

Please note that counties can change Board members and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

If you have any questions or need further information, please contact Korina Jones at kjones@counties.org or Chase Palm at cpalm@counties.org.

cc: 2023-2024 Board of Directors
Clerks, Board of Supervisors

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2023-2024

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Bruce Gibson, San Luis Obispo

Jeff Griffiths, Inyo

Susan Ellenberg, Santa Clara

Chuck Washington, Riverside

Members of the CSAC Executive Committee are highlighted for your reference

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Tod Kimmelshue
R	Calaveras County	Benjamin Stopper
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Grant Carmon
R	Humboldt County	Michelle Bushnell
S	Imperial County	Jesus Eduardo Escobar
R	Inyo County	Trina Orrill
S	Kern County	Leticia Perez
R	Kings County	Rusty Robinson
R	Lake County	Bruno Sabatier
R	Lassen County	Gary Bridges
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Mary Sackett
R	Mariposa County	Rosemarie Smallcombe
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Ryan Gregory
R	Nevada County	Heidi Hall

U	Orange County	Doug Chaffee
S	Placer County	Bonnie Gore
R	Plumas County	Tom McGowan
U	Riverside County	V. Manuel Perez
U	Sacramento County	Rich Desmond
R	San Benito County	Bea Gonzales
U	San Bernardino County	Jesse Armendarez
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Robert Rickman
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Noelia Corzo
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Manu Koenig
R	Shasta County	Kevin Crye
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Candy Carlson
R	Trinity County	Ric Leutwyler
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Lucas Frerichs
R	Yuba County	Don Blaser

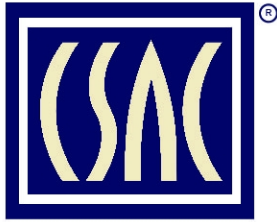
TREASURER

Belia Ramos, Napa County

ADVISORS

Sarah Carrillo, County Counsel, Tuolumne County

Jeff Van Wagenen, Riverside County CEO, California Association of County Executives,
President



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2024 – 2025

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2024 – 2025 Association year beginning Monday, November 18, 2024.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Chase Palm via email at: cpalm@counties.org